

QVC Liquidation Auctions QVC Liquidation Auctions Terms of Use and Purchase

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When you register on the Site, B-Stock Solutions is collecting the information that you provide and will protect it in accordance with its privacy policy. Should you bid on and win an auction for Products on this Site, you will become a QVC customer and B-Stock will share the information required for QVC to fulfill your order. QVC will treat that information according to the terms of its Privacy Statement. Therefore, by registering to use this Site, you are agreeing to the privacy policy of B-Stock Solutions with respect to B-Stock's collection, use and disclosure of your information and, if you or B-Stock provides any such information to QVC, you are also agreeing to QVC's Privacy Statement with respect to the collection, use and disclosure of such information.

These Terms of Use and Purchase ("**Agreement**") are entered into by and between you, on behalf of yourself and the entity that you represent, and QVC, Inc., a Delaware corporation ("**QVC**" or "**We**" or "**Us**"). In consideration of your use of and access to the pages of this Internet site comprising QVC's auction marketplace (the "**Site**"), and the promises and obligations herein, and intending to be legally bound, you and QVC hereby agree as follows:

Your access to and use of this Site is subject to this Agreement, which incorporates the separately posted Privacy Statement, as well as any modifications to them issued by QVC. If you submit any bids or make any purchases at this Site on behalf of any entity, you represent and warrant that you are authorized to accept this Agreement on such entity's behalf and that such entity agrees to be responsible for your activities under this Agreement, and that your purchases from this Site are solely for resale to third parties. BY USING THE SITE OR BY CHECKING THE "I AGREE TO THE TERMS OF PURCHASE" BOX, YOU ACCEPT AND AGREE TO, AND WILL BE DEEMED TO BE BOUND BY, THIS AGREEMENT EACH TIME YOU LOG INTO THE SITE AND/OR PLACE A BID ON AN AUCTION LISTING. If you do not want to be bound by this Agreement, do not use the Site. This Agreement governs only this Site, and does not govern any other website operated by or for QVC or any of its affiliates. No purchase order or other documentation issued by you to us will alter these Terms of Use and Purchase. You may preserve these Terms of Purchase in written form by printing it for your records, and you waive any other requirement that these Terms of Purchase be evidenced by a written document.

1. General.

This Site provides information concerning Products made available by QVC for auction and, to registered users of the Site, the opportunity to bid on and purchase such Products. If you are a registered user of this Site, your bids on and purchases of the Products at this Site are also governed, as between you and B-Stock, by the terms and conditions to which you agreed with B-Stock Solutions, Inc. ("**B-Stock**") as a condition of your registration ("**Buyer Terms**"). Further, if any area within the Site contains additional specific terms and conditions concerning its use or the Products ("**Specific Terms**"), those Specific Terms are in addition to this Agreement and the Buyer Terms. To the extent there is a direct conflict between this Agreement and the Buyer Terms or between this Agreement and the Specific Terms, this Agreement or the Specific Terms, as applicable, shall prevail with respect to your access to and use of this Site and purchase of the Products on the Site.

Persons in any of the following categories are not eligible to make bids on or purchase any Products on this Site: (a) employees, contractors or agents of QVC or its affiliates, and (b) persons who are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live; or persons who reside in the same household, whether related or not, as any person in any of the preceding categories.

1. Additional Definitions.

(a) "Buyer" or "you" or "your" shall mean the individual who purchases Products from QVC through the Site under the terms described herein and the entity that such individual represents in making the purchase, if applicable.

(b) "Email Notification" means the email you receive after a bid you place for Products available for sale on the Site is deemed the winning bid for such Products. The Email Notification will be sent to the email address you provided when you registered for your account, as updated by you from time to time by following instructions on the Site.

(c) "Extended Auction" shall mean an auction where if a bid is entered within the final 5 minutes of the original closing time, the auction will be extended by 3 minutes. If a bid is then placed before the extended 5 minutes elapses, the auction will be

extended again for 3 minutes and the Listing will continue to be extended until there are no new bids placed within the final 5 minutes of the auction.

(d) "Products" shall mean products that are available for purchase from QVC on the Site under the terms described herein.

(e) "Listing" or "Listings" shall mean the content on the Site associated with particular Products, including, without limitation, the description and quantity of the Products.

1. Certain Obligations.

By placing a bid on the Site you are entering into a binding contract. All bids on Products are active until the auction Listing ends. If you win an auction Listing, you are obligated to purchase the Products in the Listing. The prices displayed on the Site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling charges or taxes. You are responsible for the payment of any shipping and handling charges and, if applicable to your purchase, any sales or use taxes. Upon winning an auction, you agree and acknowledge that you will be liable for a sum that includes your winning bid amount, shipping and handling charges, and any applicable taxes. QVC does not ship Products outside the continental United States.

For further information about bidding on and purchasing Products listed by QVC for auction at this Site, please read our FAQ posted on the Site.

1. Auction Process.

(a) Products. The condition of the Products made available by QVC for auction will vary, and the Products may consist of customer returns or items that may or may not have been previously sold. Accessories, such as remote controls, cables and instructions, may or may not be included. The various categories of conditions of the Products are described in the Conditions section of the Site, and each Listing will specify the condition(s) of the Products in such Listing. Further, the actual quantity of Products provided to the winning bidder may vary by up to five percent (5%) from the quantity set forth in the Listing.

(b) Information. To participate in any auction and/or purchase any Products at this Site, you must submit a valid and current state-issued resale certificate and such additional information as may be requested via the Site or by B-Stock or QVC. You agree to (i) provide accurate, current and complete information; (ii) maintain and promptly update any information in your account (including all contact information); (iii) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide under this Agreement; and (iv) promptly notify B-Stock and QVC if you discover or otherwise suspect any security breaches related to your account or the Site.

(c) Auction Process. Products will be sold pursuant to the auction process set forth in this Section 4. If you wish to bid on Products, you will be required to enter your bid amount. In order for your bid to be eligible for the auction, your bid must be (i) in an amount higher than both the amounts listed as the "minimum opening bid" and the "current winning bid," as applicable, (ii) in the bid increments set forth on the bid page and (iii) placed before the scheduled end time for such auction (including any additional time added for an Extended Auction). If your bid is deemed the winning bid, you will receive an Email Notification. It is your responsibility to keep your email address current and to timely check your email to determine if you are the winning bidder for any auction in which you participated. This Email Notification will serve as your official proof of purchase and/or official invoice. Any additional formal invoice or proof of purchase outside of the original winning notification is not available. QVC is not responsible for the failure of an Email Notification to reach a winning bidder for any reason, including, without limitation, technical problems or other system error or for any errors in an Email Notification.

(d) Winning Bids. If your bid is deemed the winning bid at the end of an auction for Products, you agree, within 48 hours of the time the Email Notification is sent, to remit payment to B-Stock for such Products pursuant to the terms and instructions set forth in the Email Notification and this Agreement and to provide such information as requested in the Email Notification. If you fail timely to do so, you will forfeit any right to purchase such Products, and QVC may, in its sole discretion, choose to (i) contact the next highest bidder in the auction for such Products and offer to sell such Products to such bidder at such bidder's bid price, or (ii) post such Products on the Site for sale in a new auction. In addition, QVC may restrict you from bidding in any further auctions at the Site. Penalties for your failure to complete the purchase of Products that are the subject of your winning bid are as set forth below.

In the event that you do not pay for any given winning bid, you may be given the chance to pay a cancellation fee, in order to prevent the deactivation of your account. The fee amounts are as follows, within any 12-month period:

1st Offense: \$0-\$10,000 Purchase Price: \$100 Fee

1st Offense: \$10,000+ Purchase Price: \$500 Fee

2nd Offense: \$0-\$10,000 Purchase Price: \$500 Fee

2nd Offense: \$10,000+ Purchase Price: \$1,000 Fee

3rd Offense: \$1,000 Fee

(e) Deactivation; Cancellation. QVC reserves the right, in its sole discretion at any time and for any reason, to deactivate your Site account, reject any offer to purchase Products or suspend or cancel any auction or purchase of Products, including fulfillment of a purchase after completion of an auction and payment for the Products. If QVC cancels any purchase of Products after you have submitted payment for such Products, QVC will direct B-Stock to issue a refund to the designated payment method that you used to make such payment or other method selected by QVC or B-Stock.

(f) Reserve Price. Your bid must meet or exceed the reserve price, if any. The reserve price, if any, remains confidential until a bid exceeds such amount.

1. Conditions to Sale; Payment.

(a) Purchase Price. In consideration for your payment to B-Stock, as collection agent of QVC, of the purchase price set by the winning bid for Products in an auction (the "**Purchase Price**"), shipping charges, and all applicable taxes, QVC hereby agrees to sell to you the Products for which you have posted the winning bid and having complied with the terms set forth in the Email Notification and this Agreement. You agree to pay such amounts by wire to the B-Stock account set forth in the wiring instructions included in the Email Notification, and under the payment terms set forth in the Email Notification, this Agreement and the Listings on the Site. The instructions and other conditions set forth in the Email Notification that do not conflict with the terms of this Agreement will be deemed incorporated in this Agreement. Nothing in this Agreement shall otherwise obligate QVC to sell Products to you. You shall be responsible for all taxes, shipping costs and any other expenses incurred in connection with your purchase hereunder.

(b) Canceled Bids and Purchases. Please note that there may be certain bids and purchases that QVC is unable to accept and must cancel. QVC reserves the right, at its sole discretion, to refuse or cancel any bid or purchase for any reason at any time. Some situations that may result in your bid or purchase being canceled include, without limitation, inaccuracies or errors in product or bid information or credit or fraud issues identified by QVC or B-Stock. In the event that bids for Products are incorrectly listed or Products are listed with incorrect information due to an error in quantity or other product information, QVC may, in its sole discretion, refuse or cancel any purchases placed for such Products. In the event that QVC cancels your bid or purchase, you will be notified by email of such cancellation.

(c) Shipment. QVC shall have no obligation to ship to you, or make available for pickup, any Products unless and until you have submitted an accurate and complete re-sale certificate in a form acceptable to QVC and QVC has received all amounts due from you for such Products.

(d) Revisions to Payment Terms. QVC may revise the payment terms from time to time in its sole discretion upon notice to you on the Site or in an email; provided, however, that any change to payment terms will not be effective for any then-pending sale, but will only be effective for the next sale subsequent to such notice.

(e) Identification of QVC. You shall not under any circumstances (i) identify (or in any manner that is capable of identifying) QVC, its parent or any of its affiliates or divisions as the source of the Products; (ii) advertise the Products using any name relating to QVC, its parent or any of its divisions or affiliates, or any of its or their private labels, (or that is capable of identifying any of the foregoing) in any manner; (iii) make reference to QVC or its parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Products using any name related to QVC's suppliers.

(f) Martha Stewart Branded Products. As a condition precedent to You being able to purchase Martha Stewart-branded products hereunder, You agree that You shall not utilize Martha Stewart's name, likeness, image, voice or performance in Your promotion of such products beyond that which is authorized by the Fair Use Doctrine.

1. Shipment of Products.

(a) Shipment of Products. The Products may be shipped by prepaid freight ("Prepaid Freight") or picked-up by a third party carrier as described in this Section. If shipped by Prepaid Freight, the cost of shipping will be included in the Email Notification and must be paid along with the Purchase Price and any other costs as set forth in the Email Notification. For Products that are not being sent by Prepaid Freight, the Products purchased by you shall be made available for receipt and pick-up at the QVC facility identified in the Email Notification (the "Location") only by a recognized third party carrier at a time mutually agreed to by you and QVC (the "Pickup Time"). You or your agent must schedule the Pickup Time by contacting QVC pursuant to the instructions set forth in the Notification Email. You shall be solely responsible for removal of the Products from QVC's premises and for all shipping arrangements (including, without limitation, permits, costs and licenses) and expenses (including, but not limited to, insurance). Only the designated third party carrier may enter the Location for pick-up of the Products. You or your employees, equipment, and property, and that of your agents, enter and remain on QVC's premises entirely at your risk. While on QVC's premises, your employees and agents must observe all of QVC's rules and regulations. You shall have all Products removed by your third party carrier from the Location within three (3) business days of receiving notice from QVC that the Products are ready for pick-up. If you fail to have such Products removed within this time, QVC, in its sole discretion, may choose to keep such Products, list such Products for auction on the Site and refund to you the Purchase Price you paid to QVC less (i) a storage charge of \$10 per pallet per each of the days QVC held the Products for you after you submitted the applicable payment and otherwise complied with the requirements in the Email Notification and (ii) a restocking fee of twenty percent (20%) of the Purchase Price.

(b) Title; Risk of Loss. You expressly acknowledge that title, risk of loss and liability for the Products shall pass to you upon the earlier of delivery of the Products to the carrier appointed by you or QVC for shipment to you or your or your agent's receipt of the Products.

(c) All Sales Are Final. **All sales of Products are final. No returns or refunds are allowed. All Products purchased at the Site are sold in "As Is" condition without express or implied warranties of any kind and are not eligible for any warranty coverage.**

(d) Inspection. After your receipt of the Products, you shall have the right to count the number of pallets containing the Products to confirm the quantity of pallets matches the shipping manifest. Pallets may be consolidated for shipping. You shall have five (5) business days from your receipt of the Products to inspect the shipment for any discrepancies in the stated quantity and report such discrepancy to QVC in writing. QVC reserves the right to conduct an additional inspection at its own expense. If QVC agrees that an under-delivery of Product quantity has occurred in excess of the five percent (5%) threshold specified above, QVC will credit your account for any acknowledged under-delivery of Product quantity in excess of the five percent (5%) threshold. You expressly acknowledge and agree that you shall have no right to refuse or return the Products, even if there is a shortfall in the Product quantities in excess of the five percent (5%) threshold. Following such five (5) business day inspection period, you shall no longer have the right to claim any reimbursement for under-delivery of Product quantity. This section sets forth your sole and exclusive remedy for any shortfalls in the quantities of Products provided to you.

1. Resale of Products.

Your sales of Products to third-party entities (each, a "**subpurchaser**") shall be subject to the following conditions: (i) your compliance with your obligations in this Agreement and with all applicable laws, rules, ordinances and regulations, including applicable export laws and regulations; and (ii) the subpurchaser has signed a written agreement with you agreeing to be bound by terms and obligations at least as strict as those listed in this Agreement, including the indemnity obligations and disclaimers inuring to the benefit of you and QVC, and the requirements of any other regulatory agency or governmental body having jurisdiction over such subpurchaser. Upon request by QVC, you shall provide to QVC a copy of any such agreement with a subpurchaser.

1. Changes in Terms.

QVC shall have the right at any time and without prior notice, at its sole discretion, to revise this Agreement or to impose new terms and conditions with respect to access to or use of the Site. If there are material changes to these Terms of Purchase, you will be notified with an in-app message, by email, or by means of a notice on our Site. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on the Site. The most current version of this Agreement will supersede all previous versions and can be reviewed by clicking on the "Terms of Use and Purchase" located at the bottom

of the pages of the Site. Your continued use of the Site following the posting of changes indicates your agreement to and acceptance of the changes. You agree that you shall be deemed to be apprised of and bound by any modification by QVC to this Agreement. ANY ACCESS OR USE OF THE SITE BY YOU AFTER NOTICE OF REVISIONS OR ADDITIONS TO THIS AGREEMENT SHALL CONSTITUTE AND BE DEEMED TO BE YOUR AGREEMENT TO SUCH REVISIONS OR ADDITIONS. No modification to this Agreement by any party other than QVC shall be valid or enforceable against QVC unless expressly agreed to by QVC in a writing signed by a duly authorized officer of QVC. You agree to keep your email address and other contact information current at all times.

1. Termination.

This Agreement is effective until terminated by QVC. QVC may terminate this Agreement without notice and at any time. In the event of termination, you are no longer authorized to access the Site or bid on Products, and the restrictions imposed on you with respect to the Products you previously purchased and Content (as defined below) and other provisions that should survive termination, shall survive termination of each purchase transaction and this Agreement.

QVC shall also have the right without notice and at any time and for any or no reason to cease operation of the Site or any portion thereof, or any products or services offered through the Site, or to terminate any individual's right to access or use the Site or any portion thereof.

1. Compliance with Laws.

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and the Products, including those applicable to the liquidation, sale, resale, handling, recall, storage, export, disposal or recycling of the Products and you shall be solely responsible for all expenses, if any, including any taxes and fees imposed on the sales transaction, related to the purchase and disposition of the Products. You agree to obtain and maintain any and all permits, licenses, bonds, certificates, and other similar approvals required in connection with this Agreement. You must be at least 18 years old to use the Site.

1. Errors; Content.

The text, images, photographs, graphics, logos, illustrations, descriptions, data, and other material provided on the Site, as well as the selection, assembly and arrangement thereof, are referred to collectively as the "Content."

QVC does not guarantee that any Content, including price information and Product specifications, is accurate or complete. The Content, including auction Listings, may contain errors, omissions, or typographical errors or may be out of date. QVC may change, delete, or update any Content at any time and without prior notice. QVC reserves the right to suspend or revoke any Listing at any time and to correct any errors, inaccuracies or omissions (including after an auction has been completed).

The Content is provided for informational purposes only and is not binding on QVC in any way except to the extent it is specifically indicated in this Agreement to be so.

Unless otherwise noted, all Content is protected by copyrights, trademarks, service marks, and other proprietary rights that are owned by QVC or by third parties that have licensed their use to QVC. You may view the Content only for your personal information and, if you are a registered user of the Site, view the Content for purchase of Products on the Site, and for no other purpose, and you shall retain intact all copyright and other proprietary notices. Except as provided in the foregoing, neither QVC nor its suppliers grants to you or any person any right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, publicly perform, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any of the Content on or transmitted through the Site, including without limitation by transferring, downloading or otherwise copying any Content onto any disk drive or other storage medium. Any use of the Content, except as specifically permitted in this Agreement or as otherwise expressly permitted in the Content or in a writing signed by QVC, is strictly prohibited. You may not make use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Content or to collect any information from the Site or any other user of the Site.

1. Linked Third Party Sites.

Links to other Internet sites operated by third parties, including QVC's suppliers and vendors and B-Stock, do not constitute sponsorship, endorsement, or approval by QVC of the content, policies, or practices of such linked sites. Linked sites are

not operated, controlled, or maintained by QVC, and QVC is not responsible for the availability, content, security, policies, or practices of linked sites, including without limitation privacy policies and practices. Links to other sites are provided for your convenience only, and you access them at your own risk.

1. Prices.

Prices displayed on the Site are in U.S. dollars. QVC reserves the right without prior notice to discontinue or change specifications and prices on Products that may be offered on the Site without incurring any obligation to you. Descriptions of, or references to, Products on the Site do not imply endorsement of that Product, or constitute a warranty, by QVC or its suppliers.

In the event that a Product is listed at an incorrect price, QVC shall have the right to refuse or cancel orders placed for the Product listed at the incorrect price.

1. Use of Your Information.

When you register on the Site, B-Stock Solutions is collecting the information that you provide and will protect it in accordance with its privacy policy. Should you bid on and win an auction for Products on this Site, you will become a QVC customer and B-Stock will share the information required for QVC to fulfill your order. QVC will treat that information according to the terms of its Privacy Statement. Therefore, by registering to use this Site, you are agreeing to the privacy policy of B-Stock Solutions with respect to B-Stock's collection, use and disclosure of your information and, if you or B-Stock provides any such information to QVC, you are also agreeing to QVC's Privacy Statement with respect to the collection, use and disclosure of such information.

1. Warranty Disclaimers; Limitation of Liability.

THE PRODUCTS ARE PROVIDED TO YOU "**AS IS**", "**WITH ALL FAULTS**" AND "**WHERE IS**" AND QVC DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION THE PRODUCTS' CONDITION OR QUALITY OR THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. QVC AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE SITE OR ANY LINKED SITE OR ITS CONTENT, INCLUDING THE AVAILABILITY OF ANY SITE OR THE CONTENT, INFORMATION AND MATERIALS ON IT OR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THAT CONTENT, INFORMATION AND MATERIALS. QVC AND ITS SUPPLIERS ALSO DO NOT WARRANT OR REPRESENT THAT YOUR ACCESS TO OR USE OF THE SITE OR ANY LINKED SITE WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR ANY LINKED SITE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, ALL CONTENT PROVIDED ON THE SITE IS PROVIDED TO USERS "AS IS," WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. THE "AS IS" CONDITION OF CONTENT IS EXPRESSLY MADE A CONDITION OF ANY TRANSACTION ARISING THROUGH OR AS A RESULT OF THE SITE.

UNDER NO CIRCUMSTANCES SHALL QVC, ITS SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRODUCTS, ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE OR ANY LINKED SITE OR ITS CONTENTS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR OTHER DATA ON COMPUTER SYSTEMS OR OTHERWISE, EVEN IF QVC IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF QVC, ITS SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR ANY AND ALL LOSSES OR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCTS AT ISSUE. QVC SHALL NOT BE LIABLE FOR ANY ERROR IN A LISTING. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION AND ANY TERMINATION OF THIS AGREEMENT.

Please note that some jurisdictions may not allow the exclusion of implied warranties, or the exclusion or limitation of incidental, consequential or special damages, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

1. Indemnification.

You agree to defend, indemnify, and hold harmless QVC, QVC's suppliers and vendors, and their respective affiliates and related entities and their respective directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of or relating to (i) your breach of this Agreement, (ii) your access to or use of the Site, (iii) your purchase, use, resale, handling, storage, disposal or recycling of the Products, including any recall of the Products, (iv) any infringement or misappropriation of any proprietary right by you, or (v) your negligence or intentional misconduct. The foregoing indemnification obligation shall survive each purchase transaction and termination of this Agreement.

1. Submissions.

Except as otherwise expressly provided herein, any communication or material you provide to QVC or transmit to the Site, by electronic mail or otherwise, including any questions, comments, suggestions, or the like, is and will be treated as non-confidential and non-proprietary and may be used by QVC, QVC's vendors, or their affiliates or related entities for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, QVC, QVC's suppliers, and their affiliates and related entities are free to use any ideas, concepts, know-how, or techniques contained in any communication you provide to QVC or transmit to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products or services using information contained in such communication.

1. Miscellaneous.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. No waiver by QVC of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any other provisions of this Agreement. The headings and captions in this Agreement are intended for convenience only and shall in no way affect the interpretation of this Agreement. You will not, without the prior written consent of QVC, refer to QVC or any to its affiliates in any manner in press releases, advertising or other public or promotional statements.

QVC and its suppliers shall not be liable for any nonperformance or delay in performance caused by any act beyond its reasonable control, including but not limited to acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lock-outs, fire, flood, or any other Act of God, any law, regulation, ordinance, or other act or order of any court, government, or governmental agency, or delays, unavailability, errors, or other failures of the Internet or other data networks.

Access to or use of the Site shall not be construed as the purposeful availment by QVC or its suppliers of the privilege or benefits of doing business in any state or legal jurisdiction other than the Commonwealth of Pennsylvania. This Agreement and any claims brought against QVC or its suppliers shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Sole and exclusive jurisdiction for any action or proceeding arising out of, or related to, this Agreement or use of this Site shall be in the state or federal courts located in Chester County, Pennsylvania. YOU HEREBY WAIVE ANY RIGHTS THAT YOU MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM.

Last Updated: **October 20, 2019**