

Terms of Purchase

Last Updated: October 20, 2019

1. Acceptance of Terms of Purchase

1.1 Acceptance of Terms. These Terms of Purchase are an ongoing contract between you and Woot Service, LLC ("Woot" or "we") and apply to your use of Woot's online marketplace located at [<http://woot.bstockolutions.com>] (the "Site"), hosted and configured by B-Stock Solutions, Inc. ("BStock"), through which you may purchase Inventory Products from Woot in consideration of the mutual promises and other good and valuable consideration. If you are entering into these Terms of Purchase on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms of Purchase. You may not use the Site if you do not have such authority. These Terms of Purchase govern your purchase of Inventory Products from the Site. By checking the "I agree to the Terms of Purchase" box, you accept and agree to be bound by these Terms of Purchase each time you log into the Site. If you do not agree to these Terms of Purchase, you should not bid on or purchase Inventory Products from the Site. 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.

1.2 Modifications to Terms. We reserve the right, from time to time, with or without notice to you, to change these Terms of Purchase in our sole and absolute discretion. If we make material changes to these Terms of Purchase, we will notify you with an in-app message, by email, or by means of a notice on our Site. The most current version of these Terms of Purchase will supersede all previous versions and can be reviewed by clicking on "Terms of Purchase" located at the bottom of the pages of the Site. Your use of the Site or continued purchases after changes are made mean that you agree to be bound by such changes. No purchase order or other documentation issued by you to us will alter these Terms of Purchase. You agree to keep your email address and other contact information current at all times.

1.3 Privacy. 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 Inventory Products on the site, you will become a Woot customer (if you were not already so) and B-Stock will share the information required for Woot to fulfill your order. Woot will protect that information according to the terms of its privacy policy. Therefore, by registering to use the Site, you are agreeing to both B-Stock Solutions' and Woot's privacy policies. Woot's privacy policy may be found at <http://www.woot.com/privacy>.

2. Additional Definitions

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

2.2 A "Completed Purchase" occurs when (i) you have provided to Woot all of the purchase information requested in the Email Notification in the manner specified in such Email Notification to complete your purchase and (ii) the Purchase Price for the Inventory Products has been received in the Woot account specified in the Email Notification.

2.3 "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.

2.4 "Inventory Products" shall mean Woot's inventory products that are available for purchase on the Site under the terms described herein.

2.5 "Listing" shall mean the content on the Site associated with particular Inventory Products, including, but not limited to, the description and quantity of the Inventory Products. Woot shall have the right to modify or correct any Listing at any time and such modification shall be binding on any purchase of any Inventory Products purchased after such modification had been made.

2.6 "Promotional Content" shall mean any and all information, service or content provided by Woot or its agents in any medium in connection with these Terms of Purchase, including promotional content and Listings to be displayed on the Site.

3. Auction Process

3.1 Inventory Products. Inventory Products consist of wholesale acquisitions and customer returns, some of which may have been previously shipped. The condition of the Inventory Products will vary and standard designations regarding a product's condition will be set forth in the Listing. The Inventory Products are provided to you "as is" for

purchase on the Site. Accessories such as remote controls, cables and instructions may or may not be included. Inclusion of accessories will be delineated in the Listing.

3.2 Auction Process. Inventory Products will be sold pursuant to the auction process set forth in this Section 3 (the "Auction"). If you wish to bid on Inventory Products, you will be required to enter your bid amount. Your bid must be (i) in an amount higher than the bid 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 closing time for such Auction (including any additional time added for an Extended Auction), for you bid to be eligible for the Auction. If your bid is deemed the winning bid you will be notified by email (the "Email Notification") at 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. 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. Woot is not responsible for the failure of an Email Notification to reach a winning bidder for any reason, including, but not limited to, technical problems or other system error.

3.3 Winning Bids. If your bid is deemed the winning bid at the end of the Auction for certain Inventory Products, you agree to promptly purchase such Inventory Products pursuant to the terms and instructions set forth in this Terms of Purchase and in the Email Notification. If you fail to register a Completed Purchase within two (2) business days of when the Email Notification is sent by Woot, you shall forfeit any right to purchase such Inventory Products and Woot may deactivate your account and password so you can no longer access the Site and, at its sole discretion, may choose to (i) contact the next highest bidder in the Auction for such Inventory Products and offer to sell such Inventory Products to such bidder at such bidder's bid price or (ii) post such Inventory Products on the Site for sale in a new Auction. In addition, Woot 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.

3.4

In the event that you do not pay for any given winning bid, you may be given the chance to pay a reinstatement 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

4. Conditions to Sale; Payment

4.1 Purchase Price. In consideration for your payment of the purchase price set by the winning bid for certain Inventory Products in an Auction (the "Purchase Price"), associated shipping costs, and all applicable taxes, Woot hereby agrees to sell to you such Inventory Products for which you have posted the winning bid pursuant to your compliance with the terms set forth in this Terms of Purchase and the Email Notification. You agree to pay the Purchase Price, shipping costs, and all applicable taxes for the Inventory Products by wiring the full amount of the Purchase Price, shipping costs, and such taxes to the bank account set forth in the wiring instructions included in the listing descriptions and winning bid Email Notifications, within 2 business days after end of Auction. Your failure to pay the Purchase Price, shipping costs, and all applicable taxes means that the winning bid will be forfeited and Woot has the right to relist the auction or sell to the next highest bidder in its sole discretion. Nothing in these Terms of Purchase shall otherwise obligate Woot to sell Inventory Products to you. You shall be responsible for all taxes, shipping costs and any other expenses incurred in connection with your purchase hereunder.

4.2 Canceled Bids and Purchases. We reserve the right, at our sole discretion, to refuse or cancel any bid or purchase for any reason. For example, Woot may cancel your bid or purchase if there are inaccuracies or errors in product or bid information, or problems identified by our credit and fraud avoidance department. While Woot strives to provide accurate product and bid information, typographical or system errors may occur. If we decide to cancel a bid or purchase, we will notify you by email of such cancellation.

4.3 Payment Terms. You shall submit the Purchase Price, shipping costs and all applicable federal, national, state or local sales or use taxes or value added taxes to Woot under the payment terms set forth in the Email Notification and on the Site. Woot may revise the payment terms from time to time in its sole and absolute discretion upon notice to

you; provided, however, that any change to payment terms will not be effective for any then-pending sale but will only be effective for sales subsequent to such notice. Upon acceptance of the Purchase Price and the fulfillment of any other conditions to the sale, Woot will sell, assign, transfer and convey to you all of Woot's right, title and interests in and to the Inventory Products and shall arrange with you for delivery of such Inventory Products in the manner set forth in Section 5 below.

4.4 Identification of Woot. You shall not sell, lease or otherwise transfer or dispose of any of the Inventory Products, unless you first Demanufacture such Inventory Products. "Demanufacture" means, in accordance with Woot's specifications, to remove, if possible, all of the identifying marks, including, but not limited to, Woot's or its affiliates' names, logos, serial numbers, UPC numbers, RA numbers, and other identifying marks (including but not limited to tags, labels, price stickers, bar codes, or other carton or packaging markings) from the packaging. Although you should not have access to any Woot customer information, including without limitation, sales receipts, addresses, phone numbers, credit card numbers or other personally identifiable information, if you receive any such information that may be included with the Inventory Products, you will remove, delete, and destroy all such information. You shall not under any circumstances (i) identify Woot, its parent or any of its affiliates or divisions as the source of the Inventory Products; (ii) advertise the Inventory Products using any name relating to Woot, its parent or any of its divisions or affiliates, including but not limited to Woot, Amazon, or any of its or their private labels, in any manner; (iii) make reference to Woot or its parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Inventory Products using any name related to Woot's suppliers.

5. Shipment and Acceptance of Inventory products

5.1

Shipment of Inventory Products. The Inventory Products purchased by you shall be shipped to you by Woot, using a carrier of Woot's choice, to a location in the United States that you specify in response to the Email Notification (the "Inventory Location") on or before a date mutually agreed to by you and Woot (the "Shipment Date"). You or your agent must specify the Inventory Location and schedule the Shipment Date by contacting Woot, pursuant to the instructions set forth in the Notification Email, within 2 business days after you receive the Email Notification.

You shall be prepared to receive all Inventory Products from the Inventory Location within three (3) business days of receiving notice that the Inventory Products are ready to be shipped. If you fail to schedule the delivery or accept the delivery of such Inventory Products within this time, you are responsible for a storage charge of \$10 per pallet per each additional day that Woot holds the Inventory Products or a delivery is not accepted by you. Woot, in its sole discretion, may choose to keep such Inventory Products, list such Inventory Products for auction on the Site and refund to you the Purchase Price you paid to Woot less (i) a storage charge of \$10 per pallet per each of the days Woot held the Inventory Products for you after you registered a Completed Purchase and (ii) a restocking fee of ten percent (10%) of the Purchase Price.

5.2 Title; Risk of Loss. Title and risk of loss for the Inventory Products shall pass to you when Woot tenders the Inventory Products to the carrier. You or your agent shall have the right to count the number of pallets containing the Inventory Products to confirm the quantity of pallets matches the shipping manifest prior to accepting delivery from the carrier. Subject to Section 5.4, you expressly acknowledge and agree that you shall have no right to refuse delivery or return the Inventory Products after accepting delivery of the Inventory Products from the carrier.

5.3 Acceptance. Your acceptance of possession of the Inventory Products from the carrier pursuant to Section 5.2 shall constitute an unqualified acceptance of the Inventory Products and a waiver by you of all claims with respect thereto except as set forth in Section 5.4. All sales are final.

5.4 Inspection. You shall have seven (7) days from the date of delivery of Inventory Products in accordance with Section 5.1 to inspect the shipment for any discrepancies in the quantity delivered and report such discrepancy to Woot in writing. Woot reserves the right to conduct an additional inspection at its own expense. If Woot agrees that an under-delivery has occurred beyond a five percent (5%) shortage, Woot will reimburse you for any acknowledged under-delivery that exceeds the allowed five percent (5%) shortage. Such reimbursement may be in the form of an offset against any payments you may owe to Woot, at Woot's discretion. Following such seven (7) day inspection period, you shall no longer have the right to claim any reimbursement for underdelivery.

5.5 Further Assurances. Each party agrees that it will execute and deliver, or cause to be executed and delivered, all such other instruments, and it will take all reasonable actions, as may be necessary to transfer and convey the Inventory Products to Buyer and to consummate the transactions contemplated herein.

6. Confidentiality

6.1 Confidential Information. Each party acknowledges that by reason of its relationship to the other party hereunder it will have access to certain information and materials concerning the other party's business that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties. In particular, the parties hereto acknowledge that the information regarding the Purchase Price and any particular sale are confidential to Woot. Each party will, and will cause its affiliates and employees to, protect and not disclose information that is considered confidential and use this information only to fulfill its obligations under these Terms of Purchase. Notwithstanding the foregoing, you understand that BStock will have access to confidential information pertaining to you. You may not make any public announcement about these Terms of Purchase without Woot's prior written approval and consent. Notwithstanding anything in this Section 6.1 to the contrary, any information (i) already in the public domain through no fault of the receiving party, (ii) independently developed by the recipient without the use of or access to the other party's confidential information, or (iii) released to the public through no action or inaction by the receiving party, will not be considered confidential information hereunder. The receiving party may disclose the disclosing party's confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order, if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. This Section 6 shall survive each purchase transaction hereunder.

7. Representations and Warranties; Indemnity

7.1 To Woot's knowledge (i) the Inventory Products are not stolen, illegally copied or 'pirated', (ii) the Inventory Products have been fully paid for by Woot and (iii) no third party has any rights to, or claims in connection with, the Inventory Products.

7.2 You shall indemnify, defend, and hold harmless Woot and BStock, their respective affiliated companies, and each of their respective officers, directors, agents, and employees (the "Indemnified Parties") against any claim, liability, loss, damage, cost or expense, including reasonable attorneys' fees, incurred by any Indemnified Party arising from or relating to (i) your use of the Site, (ii) any sale, use or handling of the Inventory Products, including any recall of the Inventory Products, (iii) any infringement or misappropriation of any proprietary right by you, (iv) your negligence or intentional misconduct, or (v) your breach of these Terms of Purchase.

7.3 The indemnity obligation under this Section 7 shall survive each purchase transaction hereunder.

8. Warranty Disclaimer; Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE INVENTORY PRODUCTS ARE PROVIDED BY WOOT TO YOU "AS IS" AND WOOT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE INVENTORY PRODUCTS OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION THE INVENTORY PRODUCTS' CONDITION OR QUALITY OR THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THESE TERMS OF PURCHASE, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WOOT'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM THESE TERMS OF PURCHASE, EXCEED THE PURCHASE PRICE PAID BY YOU TO WOOT FOR THE INVENTORY PRODUCTS AT ISSUE. WOOT SHALL NOT BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT WOOT CORRECTS PRIOR TO THE PURCHASE OF THE INVENTORY PRODUCTS TO WHICH THAT LISTING APPLIES. THIS LIMITATION OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION.

9. Use of the Site

You agree and acknowledges that BStock makes no guaranty of the accuracy, correctness or completeness of any Promotional Content and is not responsible for: any errors or omissions arising from the use of any thereof; any failures, delays or interruptions in the delivery of any Promotional Content contained with the Site; losses or damages arising from the use of the Promotional Content provided by the Site; any conduct by you in connection with the Site; or any Promotional Content or products provided through or in conjunction with the Site. You must comply with the operating rules and policies applicable to the Site as may be published or provided by BStock or Woot in writing (including by posting on the Site) from time to time.

10. Breach of Terms of Purchase

If you fail to comply with any term or condition in this Terms of Purchase, Woot may immediately terminate your account, deactivate your password and seek any other remedy available to Woot or its affiliates.

11. General Provisions

11.1 These Terms of Purchase will be governed by the laws of the state of Washington, without reference to any applicable conflict of law rules, the Convention on Contracts for the International Sale of Goods, or any local laws implementing such convention in any jurisdiction where the Inventory Products are sold. You irrevocably consent to the exclusive venue and jurisdiction of King County, Washington courts for any action or proceeding arising out of these Terms of Purchase. YOU HEREBY WAIVE ANY RIGHTS THAT YOU MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM. No waiver of or failure to enforce any provision of these Terms of Purchase shall constitute a continuing waiver, and no waiver shall be effective unless made in a signed writing. The division of these Terms of Purchase into separate sections, subsections and/or exhibits and the insertion of titles or headings is for convenience of reference only and shall not affect the construction or interpretation of these Terms of Purchase. If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions.

11.2 Force Majeure. Woot shall not be liable to the other party for failure or delay in performance hereunder due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, and any other causes which are not within Woot's reasonable control, whether or not of the kind specifically enumerated above.

11.3 The Terms of Purchase was last updated on **October 20, 2019**. Please check our Terms of Purchase periodically for changes.