

Tradeaway User Agreement

The following guidelines have been made for your protection. We at TradeAway strive to keep this site a safe place to buy, sell, and trade your item or service. Please read this agreement thoroughly. If you have any questions, thoughts or concerns please do not hesitate to contact us by clicking [here](#).

The following describes the TERMS whereby TradeAway offers you it's services. By clicking on the Register, List an Item and/or Trademail button(s), or using this site in general, you Accept all terms and conditions set forth below.

We may amend this agreement at anytime and will post a notice letting you know of the changes on our website. This agreement was made on June 1, 1999.

Eligibility: Our service is available to persons who can form a legal binding contract. TradeAway is not available for use by minors (under 18) without parental consent. Therefore TradeAway is not responsible for any damage done by a minor.

Reserves the Right: TradeAway reserves the right to suspend, discontinue or terminate any user's membership or listing at any time and may be implemented immediately without notice. Some examples include but are not limited to breach of this contract, member misconduct, if we cannot verify or authenticate any or some of the information you provide us, or any other reason that TradeAway assumes.

Fees and Credits: Fees are subject to change without notice. However, TradeAway will notify existing users in advance of any fee changes that would affect their current listings. Credits are considered and issued on an individual basis, depending on circumstances. If you feel you deserve a credit, please notify our Webmaster. TradeAway reserves the right to place third party advertisements on any page within our site. Fees pay for the right to sell/barter/find or buy an item(s) and do not guarantee exclusive rights to a web page on TradeAway.

Copyrights & Patents: All contents included within this site such as text, graphics, logos, design and images is the property of TradeAway and is protected by United States and international copyright and patent laws.

Prohibited Items: Tradeaway.com users are responsible for complying with applicable laws and regulations on items, products, services, method of payment or exchange regarding transactions in which they participate. Tradeaway.com makes no guarantees or warranties regarding its users or the items, products or services posted on Tradeaway.com.

Tradeaway.com prohibits users from utilizing our website for illegal purposes. In addition, Tradeaway.com does not permit the following items and services to be listed or posted on the Tradeaway.com website:

- Firearms, firearm parts, firearm ammunition, silencers, tear gas, bombs, explosives or incendiary devices, or parts, chemicals and products that could be combined to produce bombs, explosives or incendiary devices.
- Hazardous substances
- Counterfeit currency, debit cards or credit cards
- Prescription, controlled or illegal drugs or substances
- Obscene materials
- Illegal telecommunications equipment
- Stolen property
- Anything meant to harass or embarrass individuals

General: TradeAway is only a service being provided. Since TradeAway is not involved in the actual transaction between the buyer and the seller/trader, we cannot control whether the sellers/traders will actually sell/trade or the buyer/trader will actually consummate the transaction. Therefore, by using

TradeAway site and services, you release TradeAway from any and all damages that may result from anything and everything. By using this site, you understand the risks involved with trading, selling or buying online such as foreign nationals, minors and false identities, non-performance by either party to the transaction and other problems, which can arise.

Privacy Statement: Every effort will be made to keep your personal information confidential, and TradeAway will not release this information to any third party unless required to do so by law. However, TradeAway cannot be held responsible for any fraudulent or misuse of your information by hackers or any other means. Your TradeAway username and item numbers will be displayed on your listings and your username will be your TradeAway identity. If user is a caller utilizing the service, that user agrees to have their phone number posted on the listing, so that other users may contact them. TradeAway reserves the right to use the information you supply us (which results from successful or unsuccessful transactions) for items including but not limited to advertising, testimonials and examples.

Ownership of Data: By using TradeAway services and site, you agree to provide accurate information about yourself and real estate, product or service. By using TradeAway services and site, you grant TradeAway the rights to use of all of this information. These rights include but are not limited to the right to display your information anywhere on the TradeAway or affiliate websites or any other media TradeAway chooses, search the information, and consistent with the privacy statement, repackage and sell it to anyone for any reason.

Ownership and License Grant: TradeAway retains all rights (including intellectual property rights), title and interest in the TradeAway Web site technology, and all underlying technology and data including any enhancements and improvements thereto as a result of providing the Deliverables hereunder. We will not and will not allow others to: reverse engineer, decompile, disassemble, merge, copy, use, disclose, sell or transfer any TradeAway source code, or structure or sequence of TradeAway technology or delete or alter author attributes or copyright notices. By registering and listing items or services for sale or barter on TradeAway.com, you are agreeing to allow TradeAway to post such listing information regarding your items or services on other websites which TradeAway utilizes in promoting its business, including but not limited to Facebook.com, YouTube.com, blogs and any and all other websites that TradeAway uses or may use in the future.

TradeCredits:TradeAway is not a bank. Accounts are **not FDIC insured**. It is understood that non-cash barter currency issued by TradeAway ("**TradeCredits**") and/or other funds may be required in order to buy and sell on the site. Users and TradeAway acknowledge and agree that **TradeCredits** are not bank deposits, legal tender, securities or commodities, and may not be redeemed for cash. In no event shall TradeAway be required to refund, redeem, or pay any amounts to User for any **TradeCredits**, or be responsible for conversion or liquidation of **TradeCredits** for users. Notwithstanding the foregoing, TradeAway may, from time to time, offer special promotions to Users whereby TradeAway may, at its sole discretion, provide refunds to Users of **TradeCredits**, up to an amount equivalent to the number of **TradeCredits** purchased by the User from TradeAway. Except as otherwise expressly approved by TradeAway in advance in writing, **TradeCredits** shall not be transferable, and User shall not transfer, assign, pledge or hypothecate any **TradeCredits** or interest in its account in any way, directly or indirectly except as required for the bona fide purchase of goods or services through the Service, or as required for a line of credit issued by TradeAway or another lender expressly authorized by TradeAway, in each case in accordance with this Agreement and all rules and policies established by TradeAway and the lender's agreement with the User. TradeAway may allow User to purchase **TradeCredits** from TradeAway using U.S. Dollars or other currency approved by TradeAway. For more information on TradeCredits see [TradeCredit User Agreement](#).

Noncompete: User or its affiliates shall not (directly or indirectly) promote, market, advertise, or provide any service, product or website similar to or competitive with the TradeAway Inc. Web Site or Services.

Buyers/Sellers/Traders: If buyer/seller/trader accepts your offer, you will be notified via Trademail and you will be obligated to respond to the transaction within 72 hours. All terms and conditions to the transaction must be agreed upon by both buyer and seller prior to a completed transaction. All transactions within TradeAway are at the buyer /seller/trader's discretion and risk; therefore you release TradeAway from all damages that may be a result from disputes. Further, the buyer/seller/trader realizes by using TradeAway site and services that transactions via the Internet and items bartered may be subject to state and federal taxes, and you agree to abide by all Federal and State tax laws.

Items, services, and information posted on TradeAway shall not be:

1. Pornographic, fraudulent, counterfeit, illegal, or stolen

2. Infringing on anyone's rights

3. In violation of any law, State or Federal

4. TradeAway can decide whether products or services are acceptable and appropriate for sale on the site and can terminate any item not consistent with the spirit, belief, or well being of TradeAway without notice.

Illegal items may include items that are prohibited by law to own, manufacture, or sell. Infringing items are items that violate another party's copyright or ownership rights of the item. If you list or buy/sell/trade an infringing or illegal item, you are breaking the law. You may be held liable and possibly face criminal charges by local, State, and Federal entities and/or the owner of rights to such items.

In addition, there may be some items that potentially create liability for TradeAway. Although these items may be legal to sell in your town, state, or country, TradeAway cannot have them listed on our site. Users are urged to report potentially infringing or illegal items they may see posted on TradeAway site. By working together, we can make TradeAway a safe place to buy/sell/trade.

If you have a question about the legality of a particular item, please consult the copyright or patent owners for infringing items, or law enforcement agencies for illegal items before contacting TradeAway.

System: TradeAway will not be held responsible for any information loss or damages resulting from system failure due from any external or internal devices, acts of nature, or acts of God. User may not use any device that interferes with the proper working of TradeAway. User agrees not to disclose password to a third party and understands that any and all actions taken under your password are your responsibility.

Feedback: Because we feel that there are significant pros and cons regarding a feedback system, it is not available on TradeAway. We do not feel that mere numbers of good transactions can assure any new buyer/seller that the next one will also be satisfactory. TradeAway users must use caution in transacting business with other users! Check out a buyer/seller and the item, service or product before moving forward with the transaction. Use the same due diligence you would if buying from a newspaper classified or other media.

Liability: User agrees that TradeAway will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the TradeAway service.

You agree that use of this service is at user's own risk. This service is provided as an "as is" and an "as available" basis. TradeAway makes no guarantees or warranties on products, services, sale or trade situations whether express or implied. TradeAway and its suppliers disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose. TradeAway makes no guarantee or warranty that its service will meet user requirements, be error free, secure, uninterrupted, or timely.

Indemnification: You agree to indemnify TradeAway from and against any and all claims, loss, damage, liability, action or cause of action (including reasonable attorney's fees) brought against TradeAway by a third party and arising from or related to your use of TradeAway site or your membership or your breach of this Agreement as a user.

By using any feature/service, or participating in any contest offered by TradeAway, you agree to the terms and conditions of TradeAway rules and regulations pertinent to that contest and this User's Agreement.

Legal

By using this site, you agree that any and all legal disputes arising out of your use of Tradeway.com shall be resolved in the appropriate State Court of Montana, pursuant to the laws of Montana, with venue lying in Gallatin County, Montana.

No Contest: User shall not contest or give support to others in contesting the ownership or validity of the trademarks, copyrights, service marks or trade secrets of TradeAway Inc. in connection with the TradeAway Inc. Technology.