USER AGREEMENT

1) REGISTRATION: All bidders, must register to receive a User ID and Password in order to bid online. You can register online by clicking on the "Register" link found on various pages throughout our web site. You may also register by phone. Once registered, your User ID and Password will be valid for all future CubanBaseballCards.com sales. Registration by phone is available between 11:00 AM and 8:00 PM, EST Monday through Friday. Internet registration is available 24 hours, however, final credit approval may take up to 72 hours to complete. Accordingly, bidders need to register PRIOR to the closing date. Bidder registration on the auction closing date will be at the discretion of CubanBaseballCards.com management and will be limited on a case-by-case basis. Any restrictions on the amounts new bidders may bid will be made at the discretion of the auction management. New bidders may be asked to provide credit card information as guarantee of payment.

2) BIDDING: Bidding begins immediately upon the launch of the auction on our web site. Preliminary bidding will end at 10:00 PM, EST on the auction closing date. To bid on a lot after 10:00 PM, EST you must have placed a bid on that lot prior to 10:00 PM, EST. Thus, if you are the only bidder on a lot at 10:00 PM, EST on the auction closing date, the auction software will disallow additional bidding for that lot and you will be declared the winner. Bidding prior to 10:00 PM, EST as well as after 10:00 PM, EST (the latter regulated by the 15-Minute Rule), may occur in any of the following ways:

   a) Online Bidding - Online bidding for registered users who have obtained a User ID and Password is available 24 hours. Beginning at 10:00 PM, EST on the auction closing date, bidding will be extended in accordance with the terms of the "15-Minute Rule" (with all items ending at the same time). After 10:00 PM, EST "Time Left" in the user interface will count down in real time the amount of time remaining until such time as no lots receive even a single bid for a period of approximately 15 minutes at which time the auction will officially close and "Time Left" will read "Auction Has Ended." b) Telephone Bidding - Telephone bids will be accepted between 11:00 AM and 8:00 PM,

EST, Monday through Friday, except for the auction closing date when bidding will continue until 10:00 PM, EST and then for an indeterminate period in accordance with the "15-Minute Rule." The auction will close once no bids are received either online or by telephone for a period of approximately 15 minutes.

3) For each item in the auction there is a "Minimum Bid," the price below which the lot will not be sold. For the majority of lots, reserves have been set at a level well below the items' estimated retail value.

4) Bidding increases will be accepted in increments of 10% above the current high. There are no exceptions to the bid raise amounts.

5) **A 15% buyer's premium will be added to all winning bids.** For example, the winner of a lot selling for a high bid of $1000 will be billed $1150 (plus shipping charges and sales tax, if applicable).

6) The AutoBid feature allows you to set a maximum ("ceiling") bid so you do not need to be present to manually increase your bid. If you are outbid, the AutoBid system automatically raises your bid to the next acceptable increment—only as needed—to maintain your position as the high bidder, and continues doing so until your maximum AutoBid amount is reached. In the event two bidders enter the same maximum amount, the earliest AutoBid placed will be considered the winning bid. AutoBids must follow the required bidding increments and do not include the Buyer's Premium. All AutoBid amounts are fully confidential; Cuban Baseball Auctions cannot see your maximum bid amount or whether an AutoBid has been placed.

7) BID STATUS NOTIFICATION & "CALL BACKS": When a bidder is outbid by telephone, fax or Internet bid, an email will be sent notifying that bidder that they have been topped. Notification as such is intended to provide bidders in the timeliest manner possible with information regarding their bids' changed status.

8) Inquiries concerning condition or any other questions are strongly advised. Internet and/or catalog pictures should NOT be used to determine condition or grade as in some instances pictures have been cropped or enlarged in order to provide the best possible representation of an item within the scale restrictions of the medium. We will be happy to provide detailed telephone descriptions as well as photocopies of lots upon request. Lots are also available for viewing, by appointment only. Telephone inquiries regarding condition as well as viewing appointments must be made prior to the auction closing date. Due to the heavy volume of calls on the auction closing date, condition inquiries will NOT be considered on the auction closing date.

9) Colorado residents will be expected to pay 2.9% state sales tax.

10) Costs for packaging, shipping and insurance will be added to all invoices. Absolutely NO lots will be shipped until full payment is received and cleared. We ship promptly as

possible. Please allow up to 2 weeks to receive your shipment. The shipping rates are as follows:

Total Purchase Price	S h i p p i n g Amount
$0-1,500	$12
$1,501+	$20

11) Auction results can be obtained by using one of the various "Search" or "View" features on our auction web site. Winning bidders and sellers will be notified of the results of an auction via email immediately after the auction closes. Invoices and consignor statements are usually mailed within 72 hours after the close of an auction.

12) Invoices are payable upon receipt with payment due no later than two weeks from date of invoice. Payments may be made by cash, check, money order or Venmo. Unless known to CubanBaseballCards.com, personal checks will be held for 10 days before merchandise is approved for shipment.

13) RETURN POLICY: No returns.

14) We reserve the right to accept or refuse a bid by any bidder for any reason whatsoever.

15) Placing a bid constitutes acceptance of the above terms.

LAWS

These Terms of Service shall be governed by and construed in accordance with the laws of the state of Colorado. User and this Auction Site agree to submit to the exclusive jurisdiction of the courts of the state of Colorado. If any provision(s) of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. This Auction Site's failure to exercise or enforce any rights or provisions of these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by this Auction Site in writing. User and this Auction Site agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in these Terms of Service are provided for reference purposes only and have no legal or contractual significance

DESCRIPTION OF SERVICE

Ryan Christoff - Cuban Baseball Auctions provides its users with an Internet auction service for the purpose of buying and selling personal property. Users agree to provide certain current, complete, and accurate information about themselves and to maintain and update this information as required to keep it current, complete and accurate. All information requested on original sign up shall be referred to as registration data ("Registration Data"). Furthermore, user grants this Auction Site the right to disclose to third parties certain Registration Data about User and Service membership in the aggregate; however, such disclosures will exclude user's name, mailing address, email address, account and phone number, unless: (1) User expressly directs this Auction Site to disclose such information, or (2) this Auction Site is required to disclose such information by any applicable law or legal process served on this Auction Site.

MODIFICATIONS TO TERMS OF SERVICE

This Auction Site may change these Terms of Service from time to time. Users will be notified by email of any change in these Terms of Service. User's continued use of the Service constitutes both: (1) their acknowledgment of these Terms of Service and any modifications; and (2) User's agreement to abide and be bound by these Terms of Service and modifications.

MODIFICATIONS TO SERVICE

This Auction Site reserves the right to modify or discontinue the Service with or without notice to user. This Auction Site shall not be liable to users or any third party should this Auction Site exercise its right to modify or discontinue the Service.

TERMINATION

Should user object to any of these Terms of Service or any subsequent modifications thereto or become dissatisfied with the Service in any way, user's only recourse is to: (1) discontinue use of the Service; (2) terminate Service membership; and (3) notify this Auction Site of termination.

USER ELIGIBILITY

Our services are available exclusively to individuals able to form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. Furthermore, this Auction Site reserves the right to refuse service to anyone for any reason whatsoever.

REGISTRATION & ACCOUNT SECURITY

Users agree to provide true and accurate information about themselves in the registration form. If any information provided by user is incomplete or inaccurate, this Auction Site retains the right to terminate user's membership and rights to use the Service. As part of their registration, users will receive a User ID and Password. Users are encouraged to keep their User ID and Passwords private because the foregoing data is the only information needed for purchasing power. Users are responsible for the confidentiality of their User ID and Password as well as for any and all activities that occur under their user ID and password-protected account. User agrees to immediately notify this Auction Site of any unauthorized use of their User ID or Password or any other breach of security known to user.

USER CONDUCT

User is solely responsible for the contents of his or her transmissions through the Service. Use of the Service is subject to all applicable local, state, national and international laws and regulations. Attempts to gain unauthorized access to other computer systems are prohibited. This Auction Site may, at its sole discretion, immediately terminate Service should user's conduct fail to conform to these Terms of Service and User Agreement.

OTHER LIMITATIONS

This Auction Site retains the right, at our sole discretion, to determine whether or not a user's conduct is consistent with the letter and spirit of this Agreement. This Auction Site reserves the right to terminate service if a user's conduct is found to be inconsistent with these Terms of Service and User Agreement.

BIDDING AND BUYING

Ryan Christoff - Cuban Baseball Auctions has the right to establish general practices and limits concerning users' bidding privileges and procedures. A user who has entered the highest accepted bid at the end of an auction is obligated to complete the transaction. Once entered, bids are NOT retractable. This Auction Site and it's host are not responsible for bids not being processed or not being accepted due to technical difficulties. Moreover, bid manipulation of any kind is expressly forbidden. A seller is prohibited from placing bids or arranging to have bids placed on behalf of seller, seller's agent or assigns. No shill bidding is allowed. Buyers are prohibited from communicating with each other with the purpose of manipulating the final purchase price of an item. Please note that it is a violation of law to make bids in a false name or with an invalid payment method, even if our software initially accepts such a bid. Be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us, which can be used by law enforcement officials to identify you. Do not test our auctions with false bids. This puts you at substantial personal legal risk. Fraudulent bidders will be prosecuted to the fullest extent of the law. Currently, both the FBI and the US Secret Service are responsible for investigating all Internet fraud cases.

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INDEMNIFICATION

User agrees to indemnify and hold Ryan Christoff - Cuban Baseball Auctions, its parents, subsidiaries, affiliates, officers and employees, and likewise the host, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of their use of the Service, a breach of this User Agreement, or the infringement by user, or other user of the Service using registered user's computer, of any intellectual property or other right of any person or entity.

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