

Terms & Conditions

1. All of your member information, including without limitation your registration information and any information relating to goods or services that you seek to buy or sell through the website, and any of your actions involving the use of the website or the services provided thereby:
 - I. Will be accurate and complete and will not be fraudulent, fictitious, counterfeit, defamatory, libelous, threatening, harassing, misappropriated, stolen or otherwise unlawful or illicit;
 - II. Shall not infringe the intellectual property rights or other proprietary rights of any third party, including without limitation copyrights, patents, trademarks, trade secrets or rights of publicity or privacy;
 - III. Shall not violate any law, statute, ordinance, or regulation ("Law"), including without limitation those Laws governing export control, munitions controls, mislabeling, consumer protection, transportation of hazardous materials, drugs, health, unfair competition, or false advertising;
 - IV. Shall not involve the purchase or sale, or offer for the purchase or sale, of any Prohibited Items;
 - V. Shall not contain any viruses, Easter eggs, kill switches, disabling devices, Trojan horses, worms, time bombs, bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information; and
 - VI. Shall not link directly or indirectly to or include descriptions of goods or services that:
 - A. Are identical to goods or services that you are selling via the website but are priced lower than the reserve or minimum amount posted in your posting on the website; or
 - B. Are intended to create a market for such goods or services outside the website; or
 - C. You do not have a right to link to or include.
2. You hereby specifically authorize the American Cancer Society and its employees to use such member information.

3. You acknowledge and agree that the American Cancer Society's collection and use of member information, and the American Cancer Society's operation of the website and the services provided thereby, in no way constitutes an actionable breach of any privacy or other right, whether in equity, law, contract or otherwise, and you hereby waive any and all such claims or rights of action whether foreseen or unforeseen.
4. No violation of applicable law: You agree that you will comply at all times with all applicable Laws. You acknowledge that you are solely responsible for ensuring that the manner in which you transmit and receive information and use the website complies with all Laws. You may not post on the website or sell through the website any good or service where such posting or sale could cause the American Cancer Society to violate any applicable Law.
5. Termination: At any time and with or without cause, the American Cancer Society may immediately terminate this agreement or any or all of rights and privileges granted to you or any of the other members hereunder, and the American Cancer Society may also refuse to provide you access to the website or the services provided thereby. In no event shall any termination, suspension or refusal to provide access by the American Cancer Society act to relieve you of any obligations which have accrued under this agreement prior to the date of such termination, suspension or refusal.
6. Indemnification: You agree to indemnify the American Cancer Society for and from any loss or damages, including reasonable attorneys' fees, arising from or relating to out of:
 - a) Your use of the website, including any alleged or actual violation of any law directly or indirectly arising from such use;
 - b) Any breach or alleged breach by you of the terms of this agreement or of any Sale agreement.
 - c) The misuse or misappropriation of member information supplied to you;
 - d) The goods or services offered to be sold or purchased by you, whether arising from the information concerning the goods or services provided by you for posting on the website, the purchase and sale of such goods or services, the sale agreement, the delivery of such goods or services, the payment for such goods or services, or otherwise;