**www.auctionjunction.org - Terms and Conditions**

*Last Updated: [2/12//2025]*

**1. Introduction**

Welcome to www.auctionjunction.org ("we," "our," "us"). By using our online auction platform (auctionjunction.org), you agree to comply with and be bound by these Terms and Conditions. If you do not agree to these terms, please do not use the Platform.

**2. Eligibility**

To use our Platform, you must be at least 18 years of age and have the legal capacity to enter into binding contracts. By registering on the Platform, you represent and warrant that you meet these eligibility requirements.

**3. Account Registration**

* Users must create an account to participate in auctions.
* You are responsible for maintaining the confidentiality of your account login credentials.
* You agree to notify us immediately of any unauthorized use of your account.
* We reserve the right to suspend or terminate accounts that violate our Terms and Conditions.

**4. Auctions**

* Auctions on the Platform are conducted in a fair and transparent manner.
* All auctions are subject to availability, and bids are placed in real-time.
* You are responsible for ensuring that your bids comply with the auction rules set for each item.
* All bids placed are legally binding, and once you place a bid, it cannot be withdrawn.
* The highest bid at the close of the auction will win the item, subject to the seller's acceptance.
* All items are sold "AS-IS, WHERE-IS" with no warranties, express or implied.
* Item descriptions and photos are for reference only; condition and accuracy are not guaranteed.
* Some items listed as "like new condition" may actually be brand-new but are not labeled as such.
* Posted Times. All times are based on Mountain Time zone unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at Auctioneer’s sole and absolute discretion.
* We reserve the right to modify or remove listings at any time.

**5. Bidding Process**

* Bids may be placed through our Platform using the specified bidding mechanism.
* Bidding increments and auction deadlines will be specified for each auction.
* We do not guarantee that any particular item will be available until the start of the auction or that the auction will be successfully completed.
* If you are the winning bidder, you will be required to complete the payment for the item as per the terms of the auction.
* Placing a bid constitutes a binding contract to purchase if you are the winning bidder.
* All bids are final and cannot be retracted unless permitted by us.
* The highest bid at auction closing is the winning bid, subject to any reserve price.

**6. Seller Responsibilities**

* Sellers agree to ship items (when offered) to the winning bidder within the specified timeframe at buyer’s expense.

**7. Buyer Responsibilities**

* Buyers must pay for the item promptly once they have won an auction.
* Buyers are responsible for providing accurate shipping information and ensuring payment is processed successfully.
* Items must be picked up by pickup deadline. Items not picked up by deadline will be forfeited
* Buyers are responsible for all shipping costs and arrangements.
* Unclaimed items may be forfeited without a refund.
* Buyers are responsible for the payment of any applicable taxes, fees, and other costs related to the auction of the item.

**8. Payment**

* Payment for auction items must be made using either cash or the payment methods accepted by the Platform.
* All payments are processed securely through our payment processor.
* Payment must be received by the pickup deadline posted. If not received by deadline item may be relisted or the sale canceled.
* Non-payment may result in account suspension and legal action.

**9. Fees**

* We may charge for completing transactions on the Platform. These fees will be clearly displayed when you create a listing or make a bid.
* You agree to pay all applicable fees associated with your use of the Platform.

**10. Returns/Refunds**

* All sales are final; no returns, exchanges, or refunds will be accepted.
* In cases of gross misrepresentation, disputes may be reviewed at our discretion

**11. Prohibited Activities**

You agree not to engage in any of the following activities:

* Placing fraudulent bids or using automated bidding systems (bots).
* Manipulating or attempting to manipulate the auction process.
* Harassing, abusing, or causing harm to other users.
* Engaging in any activity that may interfere with the operation or security of the Platform.

**12. Dispute Resolution**

* Any disputes that cannot be amicably resolved will be governed by the laws of Colorado, and you agree to submit to the exclusive jurisdiction of the courts in Grand Junction, Colorado.

**13. Intellectual Property**

* All content on www.auctionjunction.org, including but not limited to trademarks, logos, text, graphics, and software, is owned by www.auctionjunction.org or its licensors and is protected by intellectual property laws.
* You may not use, reproduce, or distribute any content from the Platform without prior written consent.

**14. Limitation of Liability**

* We are not liable for any losses, damages, defects associated with auctioned items. or costs arising from the use or inability to use the Platform, including but not limited to any issues with bidding, payment, or delivery.
* We do not guarantee the accuracy or completeness of item descriptions, and you accept the risk of bidding on items with potential flaws or errors.
* We do not guarantee the authenticity, functionality, or condition of items.
* Participation in our auctions is at your own risk.

**15. Privacy and Data Protection**

* By using the Platform, you consent to our Privacy Policy, which outlines how we collect, use, and protect your personal information.
* You agree to provide accurate and up-to-date information when using the Platform and to comply with applicable privacy laws.

**16. Changes to Terms**

* We reserve the right to modify or update these Terms and Conditions at any time. Changes will be effective immediately upon posting on the Platform, and your continued use of the Platform will constitute acceptance of the modified terms.

**17. Termination**

* We may suspend or terminate your account if you violate these Terms and Conditions or if we believe your actions are detrimental to the Platform or its users.
* Fraudulent activity will result in immediate termination and legal action.

**18. Force Majeure**

* We are not liable for any failure or delay in the performance of our obligations due to events beyond our control, including natural disasters, strikes, or other events outside our reasonable control.

**19. Miscellaneous**

* These Terms and Conditions constitute the entire agreement between you and us regarding your use of the Platform.
* If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
* By participating in any auction, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

**Contact Information:**

For any questions or concerns regarding these Terms and Conditions, please contact us at:

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