



# Terms and Conditions of Use

## Welcome to MobilBid

Thank you for choosing MobilBid. By accepting your MobilBid account and logging in to the administrative platform you are agreeing to our Terms and Conditions of Use outlined here.

## Objective of this Document

This document is intended to summarize the terms and conditions under which MobilBid will provide a secure Internet-accessible mobile bidding software platform running on MobilBid servers, which allows clients to create and manage silent auction events. Client guests participating in silent auction events can access the platform and participate through either a Cell or Wi-Fi network using cell phones, tablets, or other web enabled devices.

## Definitions

**Client** – An organization or institution that uses the MobilBid bidding platform.

**Service** - The silent auction bidding, invoicing and payment submission service provided to Clients by MobilBid, of specialized software owned by MobilBid, running on a server under MobilBid supervision and control. Client organizations access the service through the Internet.

**Patron** – an individual who has a relationship with Clients and uses the MobilBid service supplied to Clients. Patrons enter their personal contact information and (optional) credit card information into the platform.

**Administrator** – A person under the employ or supervision of a Client who is responsible for the administrative functions and duties that the Service requires from time to time.

**Event** – An auction run by a Client.

## Client Rights and Obligations

Clients have unlimited use of the MobilBid software for the execution of silent auction events.

There is no charge for setting up or maintaining an open account. Compensation is based solely on total funds raised during silent auction events. **Inactive accounts - upon notice - will be deleted at the discretion of MobilBid.**

Clients may, **with the approval of MobilBid**, co-brand or self-brand the Service to suit their purposes.

Clients are responsible for configuring the parameters of an event, uploading images and descriptions of auction items and for editing and maintaining those items on the platform.

Clients will provide an on-site Administrator to manage the operation of the service during events. MobilBid can provide an Administrator at an agreed upon cost.

Clients are responsible for the information collected using the Service.

Clients agree not to copy or redistribute, in whole or in part, any system documentation or information, including pricing, pertaining to the operation of the Service without the expressed permission of MobilBid.

Clients agree that MobilBid reserves the right to adjust pricing and payment information with 90 days' notice.

Clients specifically forbid MobilBid to copy, co-mingle, release, distribute, publish, or use the names and information of patrons for any purpose other than the provision of the Service.

Clients agree to inform MobilBid staff of defects, processing, or message delivery problems and to provide copies of error messages and information that can assist MobilBid in diagnosing and correcting such problems.

Clients reserve the right to take action against individuals, and/or companies not related to MobilBid for the improper use of the information collected.

Clients hold MobilBid without fault from any occurrence of a patron taking exception to or suffer displeasure over misuse of the contact or personal information.

Clients understand that any credit card fraud is covered by agreements between Clients and their merchant account providers. MobilBid will not be responsible for unauthorized charges placed on a patron's credit card.

## Obligations and Rights of MobilBid

MobilBid shall take all reasonable and appropriate steps to protect the security of the information and the privacy of individuals using the Service.

MobilBid agrees that the information collected during the operation of an event shall not be distributed, sold, loaned, leased, allowed to be copied, altered, or co-mingled with other lists of names for purposes other than to create and operate the Service for a Client.

MobilBid agrees not to use stored information for the purpose of marketing products to, or soliciting the business of patrons, or any activity inconsistent with the development of the Service for a Client.

MobilBid agrees that names and contact information processed through the Service remain the property of Clients in perpetuity. Clients may download any information they wish to archive or retain using the reports and tools provided from within the system. Clients may delete any information they wish, and through the normal course of business it will be removed from all systems and backup media. All data can be purged at any time upon request.

MobilBid agrees to work with Clients from time to time to enhance the Service. MobilBid makes all reasonable efforts to accommodate client requests. Requests that enhance the service for multiple clients will be implemented free of charge at a time of MobilBid choosing. Requests that are unique to a Client will be provided with an estimate of cost.

MobilBid has the right to enhance, modify, or otherwise change the Service software from time to time without notice. MobilBid agrees that these changes will not impact a Client's use of the Service. If MobilBid anticipates that such changes will affect a Client's use, it will provide appropriate notice.

MobilBid warrants that the Service provided to Clients is free from defects and operates reliably. MobilBid will repair any defects or processing deficiencies for no additional charge and will make best efforts to affect these repairs in a timely fashion.

MobilBid will use its best efforts to maintain the Service software and hardware in such a fashion as to maximize the availability of the Service to Clients staff and patrons 24 hours a day, seven days a week. Notwithstanding, MobilBid is not responsible for power failures, network outages or Acts of God that may prevent the Service from being available.

MobilBid agrees to provide unlimited e-mail and telephone support during the hours of 9:00am – 6:00pm (Eastern Time), Monday through Friday, except for Canadian Federal and Provincial statutory holidays. Through special arrangements, MobilBid can provide standby telephone support during silent auction events held outside of these regular hours.

MobilBid certifies that its systems and protocols are fully PCI compliant and configured to safeguard credit card and payment information provided by patrons.

MobilBid reserves the right, in its sole discretion, to terminate any account where it believes activities are of a fraudulent, illegal, or immoral nature, or where the use of the platform is not in the best interests of the MobilBid brand.

## Pricing

There is no cost to clients until they use the MobilBid platform to manage an event. That cost is 5.5% of invoiced revenues for silent auction items and multi-sale items. Pricing includes access to all MobilBid features, training, ongoing tech assistance, dedicated phone number, messaging with no restrictions, bidder contact information and auction analytic reports. For convenience, MobilBid offers clients the option of billing live auction items and donations through the MobilBid platform at a reduced rate of 1.5%. There is no fixed minimum charge per event. The maximum charge is \$2500 per event. Invoices will be issued within five business days following the close of the auction.

There is no charge for auctions testing the configuration prior to a "live" event. An event that spans multiple days, but only bills patrons once at the end of that event, will be considered a single event for purposes of MobilBid billing a Client.

For expediency of closing, we recommend Clients offer the mobile payment option through STRIPE ([www.stripe.com/en-ca](http://www.stripe.com/en-ca)) with merchant fees of 2.9% + 30¢ per transaction paid directly to STRIPE.) MobilBid does not receive compensation, revenue, or fees from STRIPE

## Miscellaneous

These terms and conditions shall be interpreted under the laws of Ontario, Canada.

**The office address of MobilBid is:**

MobilBid (a service of Net Directories Inc.)  
Attention: Derek Fisher  
199 Albertus Avenue  
Toronto, M4R 1J6 Ontario, CANADA  
Email: [fisher@mobilbid.ca](mailto:fisher@mobilbid.ca)  
Telephone: (416) 483-9991