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## PART I — AGREEMENT & SCOPE

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### 1 Introduction & Purpose

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#### PLAIN-LANGUAGE SUMMARY

This Acceptable Use Policy sets out the rules for using 4EstateSale.com. It tells you what items you may and may not advertise, what conduct is prohibited, what happens if you break the rules, and what rights the platform has to remove content and terminate accounts. By using the platform, you agree to follow every rule in this policy.

This Acceptable Use Policy ("AUP" or "Policy") is published by **Prime Partners Group, LLC**, a Florida limited liability company doing business as **4EstateSale.com** ("Company," "Platform," "we," "us," or "our"), and governs the use of the Platform and all associated services by every person or entity that accesses or uses the Platform in any capacity ("User," "you," or "your").

The Platform is an online advertising marketplace that enables estate sale companies, auction companies, individual sellers, and related professionals to advertise estate sales, auctions, and liquidation events to the general public. The Platform provides advertising space, listing tools, and audience reach — it does not participate in, broker, guarantee, or take responsibility for the underlying sales transactions, the accuracy of listings, the quality of items advertised, or the conduct of any User.

The purpose of this AUP is to:

1. Define the standards of conduct that all Users must observe when using the Platform;
2. Identify categories of items that may not be advertised on the Platform;
3. Describe the Company's enforcement mechanisms and the consequences of policy violations;
4. Protect the Platform, its Users, buyers who attend sales, and the general public from fraud, abuse, illegal activity, and harmful conduct;
5. Establish a framework that maximizes the Company's legal protections under applicable federal and Florida law, including the Communications Decency Act (47 U.S.C. § 230), the Digital Millennium Copyright Act (17 U.S.C. §§ 512 et seq.), and applicable Florida statutes.

This AUP is designed to be comprehensive and strictly enforced. Users who violate this AUP risk immediate removal of their content, suspension, permanent account termination, forfeiture of subscription fees, civil liability, and referral to law enforcement. The Company takes the integrity of the Platform seriously and will not hesitate to act against Users who endanger the Platform's community or reputation.

## 2 Who We Are & Relationship to Other Policies

Prime Partners Group, LLC is organized under the laws of the State of Florida and operates the 4EstateSale.com Platform from Miami-Dade County, Florida. This AUP is one of three core legal documents that govern your use of the Platform:

| Document                                     | What It Covers  | Controls In Case of Conflict                  |
|--|---|---|
| <b>Terms of Service (ToS)</b>                | The full contractual relationship between you and the Company, including your rights, our rights, warranties, and the entire service agreement. | Controls for general contractual matters      |
| <b>Acceptable Use Policy (this document)</b> | Specific rules governing what you may do on the Platform, prohibited items and conduct, enforcement, and consequences.                          | Controls for conduct and content matters      |
| <b>Privacy Policy</b>                        | How we collect, use, store, and protect your personal data; your privacy rights.  | Controls for data protection matters          |
| <b>Refund &amp; Cancellation Policy</b>      | Subscription billing, cancellation procedures, and refund eligibility.  | Controls for billing and cancellation matters |

This AUP is incorporated by reference into the Terms of Service and constitutes a binding agreement between you and the Company. In the event of any conflict between this AUP and the Terms of Service on a matter of acceptable use or platform conduct, this AUP shall control.

## 3 Scope & Who This Policy Applies To

This AUP applies to **every person and entity** that uses or accesses the Platform in any capacity, including:

- **Subscribers:** Estate sale companies, auction companies, individual sellers, and any other persons who have purchased a subscription plan to list sales on the Platform;
- **Free users:** Any person who accesses the Platform without a paid subscription, including buyers and the general public who browse listings;
- **Account holders:** Any person who creates or maintains an account on the Platform, regardless of subscription status;
- **Agents and representatives:** Any employee, contractor, or agent acting on behalf of a Subscriber or business account holder;
- **Authorized users:** Any person granted access to an account by the account holder.

This AUP applies to all content submitted to, published on, transmitted through, or accessed via the Platform, including without limitation sale listings, photographs, descriptions, contact information, communications, and any other materials. This AUP applies regardless of the medium through which the Platform is accessed (desktop browser, mobile browser, mobile application, API access, or otherwise).

## 4 Definitions

| Term                                | Definition  |
|-------------------------------------|---|
| <b>AUP Violation</b>                | Any act, omission, submission, or use of the Platform that is inconsistent with or prohibited by this Acceptable Use Policy.  |
| <b>Content</b>                      | All information, text, photographs, images, logos, descriptions, pricing, dates, locations, contact details, and any other material submitted to or published on the Platform by a User.                                |
| <b>Listing</b>                      | An advertisement for an estate sale, auction, liquidation event, or related activity published on the Platform by a Subscriber or User.   |
| <b>Prohibited Item</b>              | Any item, good, or product that may not be advertised on the Platform under Section 6 of this AUP.  |
| <b>Restricted Item</b>              | Any item that may be advertised on the Platform only by Users who hold the necessary licenses, permits, and authorizations as described in Section 7.   |
| <b>Platform</b>                     | The website at <a href="https://www.4estatesale.com">https://www.4estatesale.com</a> , including all features, tools, listing pages, communication systems, and related services operated by Prime Partners Group, LLC. |
| <b>Subscriber</b>                   | A User who has purchased a monthly subscription plan to advertise sales on the Platform.  |
| <b>User-Generated Content (UGC)</b> | Any Content submitted to the Platform by a User rather than by the Company.   |
| <b>Company</b>                      | Prime Partners Group, LLC, a Florida limited liability company doing business as 4EstateSale.com.   |
| <b>Sale</b>                         | Any estate sale, auction, liquidation event, garage sale, or similar event advertised on the Platform.  |
| <b>Buyer</b>                        | Any member of the public who views a Listing and attends or purchases from an advertised Sale.  |

**Counterfeit Item** Any item manufactured to imitate and be sold as a genuine branded product without authorization from the brand owner, including items bearing false trademarks, false country-of-origin markings, or other deceptive identifiers.

## 5 Acceptance & Binding Agreement

### **BINDING AGREEMENT — READ BEFORE USING THE PLATFORM**

**BY CREATING AN ACCOUNT, SUBSCRIBING TO ANY PLAN, SUBMITTING ANY LISTING OR CONTENT, OR OTHERWISE USING THE PLATFORM IN ANY MANNER, YOU AGREE TO BE LEGALLY BOUND BY THIS ACCEPTABLE USE POLICY IN ITS ENTIRETY. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE ALL USE OF THE PLATFORM AND, IF APPLICABLE, CANCEL YOUR SUBSCRIPTION.**

Your agreement to this AUP is a condition precedent to your right to use the Platform. The Company may update this AUP from time to time in accordance with Section 36. Your continued use of the Platform after any updated version is posted constitutes your acceptance of the updated AUP.

If you are using the Platform on behalf of a business entity, you represent and warrant that: (a) you have full legal authority to bind that entity to this AUP; (b) you have reviewed this AUP on behalf of that entity; and (c) the entity agrees to be bound by this AUP. In such case, "you" and "your" throughout this AUP refer both to you individually and to the entity on whose behalf you are acting.

## PART II — PROHIBITED ITEMS & CONTENT

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### 6 Absolutely Prohibited Items

#### Zero-Tolerance Policy

The following categories of items may never be listed on the Platform under any circumstances. The presence of any Absolutely Prohibited Item in a Listing will result in immediate removal of the Listing and may result in immediate account termination without refund. No warning or prior notice is required before enforcement action is taken for Absolutely Prohibited Items.

#### 6.1 Stolen, Misappropriated & Unlawfully Obtained Property

##### ABSOLUTELY PROHIBITED — STOLEN PROPERTY

- Any item that the User knows, suspects, or has reason to believe has been stolen, embezzled, misappropriated, or otherwise unlawfully obtained from its rightful owner;
- Property that is the subject of a pending criminal investigation, court order, probate dispute, or forfeiture proceeding;
- Property taken from an estate without proper legal authority (e.g., removed before probate authorization by a non-authorized person);
- Items reported as stolen in the National Crime Information Center (NCIC) database or any comparable law enforcement registry;
- Artwork, artifacts, or cultural property subject to repatriation claims, stolen from museums, or unlawfully exported from another country in violation of cultural property laws (including UNESCO Convention protections).

#### 6.2 Counterfeit & Fraudulent Goods

##### ABSOLUTELY PROHIBITED — COUNTERFEITS

- Any item bearing a counterfeit trademark, including counterfeit luxury goods (handbags, watches, jewelry, clothing), electronics, pharmaceuticals, or any other goods;
- Counterfeit currency, checks, money orders, financial instruments, or securities of any kind;
- Fake certificates of authenticity, provenance documents, appraisals, titles, deeds, or other falsified documentation;
- Items deceptively described as authenticated, certified, or appraised when they are not;
- Replica items intentionally marketed or described as genuine originals;
- Counterfeit or forged collectibles, sports memorabilia, autographs, rare coins, stamps, or similar items.

### 6.3 Illegal Drugs, Controlled Substances & Drug Paraphernalia

#### **ABSOLUTELY PROHIBITED — CONTROLLED SUBSTANCES**

- Any Schedule I, II, III, IV, or V controlled substance under the federal Controlled Substances Act (21 U.S.C. §§ 801 et seq.) or Florida Statutes Chapter 893;
- Any illegal drug, narcotic, cannabis (marijuana), or psychoactive substance regardless of the Subscriber's claim of a license or prescription;
- Prescription medications that are not in the possession of the prescribing patient or pharmacist, or that are being sold without a valid DEA license and pharmacy permit;
- Drug paraphernalia designed, marketed, or primarily intended for use with illegal drugs (e.g., bongs, pipes designed for cannabis, syringes not used for legitimate medical purposes);
- Precursor chemicals or equipment primarily designed for the manufacture of controlled substances.

### 6.4 Illegal & Unlicensed Weapons

#### **ABSOLUTELY PROHIBITED — UNLICENSED WEAPONS**

- Firearms, rifles, shotguns, handguns, or any other weapon regulated under the Gun Control Act of 1968 (18 U.S.C. §§ 921 et seq.) or the National Firearms Act (26 U.S.C. §§ 5801 et seq.) by a Subscriber who is not a licensed Federal Firearms Licensee (FFL);
- Automatic weapons, machine guns, suppressors/silencers, short-barreled rifles or shotguns, or destructive devices regulated under the NFA, regardless of claimed licensing;
- Ghost guns, untraceable firearms, or any firearm with an obliterated, removed, or altered serial number;
- Illegal knives, switchblades, or other bladed weapons prohibited by Florida Statutes or applicable local ordinances;
- Brass knuckles, saps, blackjacks, dirks, and other weapons prohibited under Florida Statutes § 790.001 et seq.;
- Stolen or unlawfully obtained weapons of any kind.

## 6.5 Explosives, Hazardous Materials & Dangerous Substances

### **ABSOLUTELY PROHIBITED — HAZARDOUS MATERIALS**

- Explosive devices, bombs, hand grenades, rocket propellants, blasting agents, or any device designed to cause an explosion;
- Toxic, radioactive, biohazardous, or chemical warfare agents;
- Pesticides, herbicides, or agricultural chemicals that are recalled, banned, or require a licensed applicator for sale (e.g., DDT, chlordane, lindane);
- Asbestos-containing materials in a friable or hazardous condition that require professional remediation;
- Hazardous waste requiring licensed disposal under RCRA (42 U.S.C. §§ 6901 et seq.) or Florida Department of Environmental Protection regulations;
- Unshielded pressurized tanks containing flammable gases, propane, or similar hazardous materials without required safety certifications.

## 6.6 Adult Content & Obscene Material

### **ABSOLUTELY PROHIBITED — ADULT & OBSCENE CONTENT**

- Pornographic, sexually explicit, or obscene material of any kind, including photographs, videos, publications, and physical objects;
- Any material — regardless of medium — that depicts minors in a sexual manner, constitutes child sexual abuse material (CSAM), or violates 18 U.S.C. §§ 2251 et seq. (federal child pornography statutes) or Florida Statutes § 847.001 et seq.;
- Sex toys, sexual devices, or adult novelty items of a graphic sexual nature;
- Escort services, sexual services, or any offer or solicitation of sexual conduct for compensation.

## 6.7 Human Remains, Body Parts & Protected Species

### **ABSOLUTELY PROHIBITED — REMAINS & PROTECTED SPECIES**

- Human remains, human organs, human tissue, or human body parts of any kind;
- Wildlife, animal parts, trophies, or products regulated under the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), the Lacey Act (16 U.S.C. §§ 3371 et seq.), the Marine Mammal Protection Act, or the Convention on International Trade in Endangered Species (CITES), including ivory, rhinoceros horn, certain reptile skins, and eagle feathers;
- Live animals of any species where sale without appropriate USDA, Florida Department of Agriculture, or other required permits is prohibited;
- Organs or tissue that constitute human trafficking instrumentalities or that facilitate trafficking in persons under 18 U.S.C. §§ 1581 et seq.

## 6.8 Items That Facilitate Illegal Activities

### ABSOLUTELY PROHIBITED — TOOLS OF ILLEGAL ACTIVITY

- Lockpicking tools, bump keys, or bypass devices primarily designed and marketed for unauthorized access to locked property;
- Hacking tools, malware, spyware, or software primarily designed to gain unauthorized access to computer systems;
- Skimming devices or any other equipment designed to commit financial fraud, identity theft, or credit card fraud;
- Radar or laser detectors prohibited under applicable Florida law;
- Items primarily designed to facilitate stalking, surveillance, or tracking of individuals without their consent (e.g., covert GPS trackers marketed for unauthorized surveillance).

## 7 Restricted Items Requiring Authorization

### Authorization Required — Conditional Listing

The following categories of items may be listed on the Platform only by Subscribers who hold all required federal, state, and local licenses, permits, and authorizations at the time of listing. By listing a Restricted Item, you represent and warrant that you hold all required authorizations. The Company may request documentation of licensure at any time and may remove listings or terminate accounts upon failure to provide such documentation.

| Item Category                          | Authorization Required  | Applicable Law / Licensing Body              |
|--|---|--|
| <b>Firearms (Standard)</b>             | Federal Firearms License (FFL) Type 1 or higher; compliance with all background check, record-keeping, and transfer requirements under the Gun Control Act; Florida concealed weapons dealer license where applicable | GCA (18 U.S.C. § 922); ATF; Fla. Stat. § 790 |
| <b>Alcohol / Spirits</b>               | Florida Division of Alcoholic Beverages and Tobacco (ABT) license; compliance with all age verification, sale, and transportation laws; no sale to minors   | Fla. Stat. §§ 561–568; Florida ABT           |
| <b>Tobacco &amp; Nicotine Products</b> | Florida retail tobacco dealer permit; age verification compliance; compliance with state and federal marketing restrictions   | Fla. Stat. § 569; FDA; PACT Act              |

|  |  |  |
|--|--|--|
| <b>Prescription Medications (Sealed, Unopened)</b> | DEA registration; Florida Board of Pharmacy license; compliance with Florida drug disposal laws. <i>Note: Personal prescription bottles may not be sold or transferred.</i>  | 21 U.S.C. § 353; Fla. Stat. § 465                          |
| <b>Medical Devices / Equipment</b>                 | FDA registration where required; Florida medical device establishment permit where applicable; compliance with state and federal medical device regulations  | 21 U.S.C. §§ 301 et seq. (FDCA); FDA; Fla. Stat. § 501.91  |
| <b>Vehicles (Automobiles, Boats, RVs)</b>          | Florida dealer license (Fla. Stat. § 320.27) if selling more than the statutory threshold of vehicles per year; title in seller's name with no liens unless disclosed; compliance with odometer disclosure laws                                    | Fla. Stat. § 320; FLHSMV; TILA/MVISA                       |
| <b>Real Property / Real Estate</b>                 | Florida real estate broker or sales associate license (Fla. Stat. § 475) if acting as an agent; compliance with all real estate advertising regulations; proper disclosures  | Fla. Stat. § 475; FREC; HUD regulations                    |
| <b>Precious Metals &amp; Gems (Second-Hand)</b>    | Florida secondary metals recycler registration; compliance with Florida's 30-day hold requirement for purchased metals; proper record-keeping  | Fla. Stat. § 538.03 et seq.                                |
| <b>Food Products</b>                               | Florida Department of Agriculture and Consumer Services (FDACS) permit for commercial food sales; compliance with safe handling, labeling, and temperature requirements; no expired products   | Fla. Stat. § 500; FDACS; FDA Food Safety Modernization Act |
| <b>Estate Sale Operator Services</b>               | No specific Florida license currently required solely for estate sale operators, but operators must comply with all applicable consumer protection laws, sales tax collection requirements, and any county/municipal business license requirements | Fla. Stat. § 501; Florida DOR; County ordinances           |
| <b>Auction Services</b>                            | Florida auctioneer license (Fla. Stat. § 468.381 et seq.) where required; compliance with auction notice, bond, and fiduciary requirements   | Fla. Stat. § 468.381; DBPR                                 |

This list is illustrative and not exhaustive. Users are solely responsible for researching and complying with all licensing and permit requirements applicable to their specific items and locations. The Company does not provide legal advice regarding licensing requirements and makes no representation that compliance with the above table is sufficient for any particular transaction.

## **8 Prohibited Content in Listings & Communications**

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Regardless of the items being advertised, the following types of Content are prohibited in any Listing, account profile, communication, or other material submitted to the Platform:

### **8.1 Hate Speech & Discriminatory Content**

- Content that promotes, glorifies, incites, or normalizes hatred, violence, or discrimination based on race, color, national origin, ethnicity, religion, sex, gender, gender identity, sexual orientation, disability, age, or any other protected characteristic under federal or Florida law;
- Symbols, imagery, or language historically associated with hate groups, neo-Nazism, white supremacy, or similar ideologies when used in a promotional, glorifying, or inciting manner;
- Content that constitutes illegal discrimination in the context of commercial sales (e.g., "no sales to [protected class]").

### **8.2 Violent, Threatening & Dangerous Content**

- Content that threatens, advocates, or glorifies violence against any person, group, or property;
- Snuff, gore, or graphic depictions of injury, death, or torture;
- Content that provides detailed instructions for manufacturing weapons, explosives, or dangerous substances.

### **8.3 False, Misleading & Deceptive Content**

- Fabricated sale dates, times, or locations;
- Materially false descriptions of item condition, provenance, age, authenticity, or value;
- False statements of professional licensing, certification, or affiliation;
- Stock photographs or placeholder images misrepresented as photographs of actual items for sale;
- Listing "decoy" or "placeholder" sales with no genuine intent to hold a sale at the stated time and place.

### **8.4 Spam, Advertising & Off-Topic Content**

- Advertisements for products or services unrelated to estate sales, auctions, or liquidation events;
- Affiliate marketing links, referral codes, or third-party promotional materials embedded in Listings;
- Keyword stuffing, tag manipulation, or other techniques designed to manipulate search results within the Platform.

## **9 Item Ownership & Legal Title Requirements**

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### **9.1 Ownership Representation**

By publishing a Listing, you represent and warrant to the Company and to all Buyers who may rely on the Listing that:

1. You are the legal owner of all items advertised, or you are acting as the duly authorized agent, executor, administrator, personal representative, or licensed auctioneer on behalf of the legal owner, with all required written authorizations in place;
2. You have the unencumbered legal right to sell, transfer, or convey each item listed, free and clear of all liens, security interests, claims, and encumbrances, or that any encumbrances are fully and accurately disclosed in the Listing;
3. No court order, injunction, probate proceeding, receivership, bankruptcy stay, or other legal process prohibits or restricts the sale of any listed item;
4. No item has been consigned, pledged as collateral, or otherwise encumbered in a way that conflicts with its sale, unless such arrangement is fully disclosed.

### **9.2 Estate Sale Operator Specific Requirements**

Estate sale operators and auction companies must additionally represent that:

- They have a valid, written estate sale contract or consignment agreement with the estate owner, personal representative, executor, trustee, or other person with legal authority to authorize the sale;
- They have confirmed that no estate or probate court order restricts the sale or requires court approval;
- They have performed reasonable due diligence to identify any items in the estate that are subject to third-party claims, liens, or security interests;
- Where a licensed auctioneer is conducting the sale, they hold a valid Florida auctioneer license issued by the Florida Department of Business and Professional Regulation (DBPR).

### **9.3 No Speculative or Future-Delivery Listings**

Users may not list items they do not currently possess or own. Forward contracts, futures, pre-sales of items not yet acquired, or listings for items "pending delivery" or "expected to be obtained" are prohibited. All items in a Listing must be in the physical possession and legal ownership of the Subscriber at the time the Listing is published.

## PART III — PROHIBITED CONDUCT

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### 10 Fraud, Deception & Misrepresentation

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#### Zero-Tolerance for Fraud

All forms of fraud, deception, and material misrepresentation are absolutely prohibited on the Platform. Such conduct exposes the perpetrator to criminal prosecution under state and federal law, civil liability to injured parties, and immediate permanent termination from the Platform. The Company cooperates fully with law enforcement investigations of fraudulent Platform activity.

The following conduct constitutes fraud or material misrepresentation and is strictly prohibited:

#### 10.1 Listing Fraud

- Creating, publishing, or maintaining a Listing for a sale that the User has no genuine intention of holding at the stated time and location;
- Publishing a Listing for items the User does not own, does not possess, or does not have authorization to sell;
- Materially misrepresenting the value, authenticity, condition, age, origin, provenance, or characteristics of any item in a Listing — including misrepresenting "estate items" that were actually purchased wholesale and introduced into the sale;
- Representing items as antiques, vintage, or collectibles when the User knows they are modern reproductions;
- Posting "preview" or "teaser" images that do not represent the actual items available at the sale.

#### 10.2 Buyer Fraud

- Any scheme, artifice, or device designed to deceive Buyers, induce Buyers to attend a sale under false pretenses, or cause Buyers to pay more than the fair value of items through deceptive practices;
- "Bait-and-switch" tactics: advertising high-value or attractive items to draw attendance and then representing those items as sold, unavailable, or substituted with inferior items at the time of the sale;
- Inflating estimated values or appraisal figures to induce attendance or bidding;
- Misrepresenting the items as part of a notable or prestigious collection when they are not.

#### 10.3 Identity & Document Fraud

- Providing false identity information during account registration or when updating account information;

- Submitting falsified licenses, permits, certifications, authorizations, or other documentation to the Company;
- Using another person's name, business name, or credentials to create or operate an account.

## 11 Manipulation, Shill Bidding & Price Fraud

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The following manipulative practices are prohibited on or in connection with sales advertised on the Platform:

- **Shill bidding:** Using a confederate, alternate account, or any other person or mechanism to artificially inflate bid prices or create the false appearance of buyer demand at an auction advertised on the Platform;
- **Phantom bidding:** Any auctioneer practice of accepting fictitious bids from "the chandelier" or similar when not disclosed to and authorized by all bidders in advance, in violation of Florida auctioneer regulations;
- **Price manipulation:** Coordinating with competitors or other Subscribers to fix prices, divide markets, or otherwise engage in conduct prohibited by the Sherman Antitrust Act (15 U.S.C. §§ 1 et seq.) or Florida Statutes Chapter 542;
- **Reserve price fraud:** Misrepresenting reserve prices, no-reserve status, or minimum bid requirements in a way that misleads Buyers;
- **Artificial urgency:** Using false countdown timers, false statements of remaining quantity, or false competing-offer claims to pressure Buyers;
- **Collusion:** Entering into arrangements with competitors to suppress competition or manipulate sale outcomes to the detriment of Buyers.

## 12 Harassment, Threats & Abusive Conduct

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The following conduct directed at any person — including other Users, Buyers, Company employees, or third parties — is prohibited:

- Threatening, intimidating, or inciting violence against any person or property, whether directly or indirectly through the Platform;
- Engaging in personal harassment, stalking, bullying, or sustained offensive conduct directed at an individual;
- Sending repeated unwanted messages, emails, or other communications after the recipient has clearly indicated a desire to cease contact;
- Posting defamatory, slanderous, or libelous statements about other Users, competitors, buyers, or the Company;
- Making false allegations of criminal conduct against other Users, Buyers, or third parties without a factual basis;

- Using the Platform to facilitate stalking, harassment campaigns, or "doxxing" (publishing private identifying information about individuals without their consent);
- Engaging in any conduct that constitutes a criminal offense under Florida Statutes § 784.048 (stalking), § 836.10 (written threats to kill or do bodily harm), or any analogous federal statute.

## **13 Spam, Excessive Posting & Unsolicited Communications**

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### **13.1 Listing Spam**

The following listing practices constitute spam and are prohibited:

- Creating multiple Listings for the same sale event (duplicate listings) to obtain greater Platform visibility;
- Creating Listings with no genuine intent to hold a sale, for the purpose of directing users to an external website or generating leads unrelated to the advertised sale;
- Repeatedly republishing removed Listings without correcting the policy violation that caused their removal;
- Posting more Listings than are reasonably consistent with the Subscriber's actual business volume in a way designed to suppress competitors' visibility.

### **13.2 Unsolicited Communications**

- Using any contact information obtained through the Platform to send unsolicited commercial messages, promotional materials, or solicitations in violation of the CAN-SPAM Act (15 U.S.C. §§ 7701 et seq.), the TCPA (47 U.S.C. § 227), or Florida's Commercial E-mail Sender Act (Fla. Stat. § 668.60 et seq.);
- Harvesting email addresses or phone numbers from the Platform for use in third-party marketing campaigns;
- Including marketing content in sale previews or contact communications that was not consented to by the recipient.

## **14 Platform Fee Circumvention**

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The following conduct designed to avoid or reduce legitimate Platform subscription or service fees is prohibited:

- Directing Buyers discovered through a Platform Listing to a competing platform or private venue to complete a sale, thereby depriving the Platform of subscription value after leveraging its audience;
- Using the Platform's audience to generate leads and then conducting sales through channels not disclosed in the Listing, without a legitimate operational reason;
- Creating free or lower-tier accounts to access Platform features available only to paid Subscribers;

- Using the Platform's publicly visible Content to build a competing listing service or directory without the Company's express written consent;
- Attempting to access premium features through technical exploits, unauthorized API access, or other circumvention methods.

## 15 Impersonation & Identity Fraud

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The following forms of impersonation are prohibited:

- Creating an account, profile, or Listing that impersonates or is likely to be confused with another estate sale company, auction house, business, or individual;
- Using a name, logo, domain, social media handle, or other identifier that is deceptively similar to that of a competing or unaffiliated business;
- Claiming professional credentials, affiliations, certifications, or associations with trade organizations (e.g., the American Society of Estate Liquidators, National Auctioneers Association) that you do not hold;
- Representing yourself as an employee, agent, or representative of Prime Partners Group, LLC or 4EstateSale.com;
- Using a fictitious business name not properly registered with the Florida Division of Corporations in the conduct of commercial sale activities.

## 16 Technical Abuse & Platform Interference

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The following forms of technical abuse are prohibited and may constitute computer fraud under the Computer Fraud and Abuse Act (18 U.S.C. § 1030) and/or the Florida Computer Crimes Act (Fla. Stat. § 815.01 et seq.):

- **Automated scraping:** Using automated bots, spiders, crawlers, scripts, or other automated means to access, extract, copy, or aggregate any data, listings, or content from the Platform without the Company's prior written consent;
- **DDoS and interference:** Attempting to overload, crash, disrupt, or degrade the Platform's servers, network infrastructure, or services through denial-of-service attacks, excessive automated requests, or similar methods;
- **Unauthorized access:** Attempting to access any account, system, database, or area of the Platform that you are not authorized to access, including through brute-force attacks, credential stuffing, or social engineering;
- **Malware injection:** Introducing viruses, Trojan horses, ransomware, worms, logic bombs, or any other malicious code into the Platform or its systems;
- **Circumventing security:** Bypassing, disabling, or attempting to circumvent any security measure, access control, CAPTCHA, rate limiter, or other protective mechanism employed by the Platform;

- **API abuse:** Using any Platform API in violation of the API Terms of Use, or accessing Platform data through unauthorized means;
- **Reverse engineering:** Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code, algorithms, or technical structure of the Platform.

## 17 Unauthorized Data Collection & Privacy Violations

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Users may not use the Platform to collect, harvest, compile, or use personal information about other Users, Buyers, or third parties without proper authorization. Specifically, the following are prohibited:

- Harvesting email addresses, phone numbers, mailing addresses, or other contact information displayed on the Platform for use in marketing lists, databases, or CRM systems not related to legitimate direct communication about a specific advertised sale;
- Building profiles of individual Buyers or attendees from data obtained through the Platform for commercial re-use or sale;
- Using tracking pixels, hidden scripts, or other covert data collection techniques on Platform pages or in communications that reference Platform content;
- Collecting personal information from attendees at advertised sales in a manner inconsistent with disclosed privacy practices and applicable state and federal privacy laws;
- Violating the privacy rights of any individual in connection with sale activities advertised on the Platform, including failure to comply with applicable consumer privacy laws when collecting and using attendee data.

## 18 Multiple Accounts & Ban Evasion

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Each individual person and each distinct business entity is permitted to maintain **one active account** on the Platform at any given time. The following conduct is prohibited:

- Creating a new account after a prior account has been suspended or terminated for an AUP violation, without first obtaining the Company's express written permission to reopen;
- Creating multiple accounts for the same business entity under different names for the purpose of obtaining more listings, bypassing limits, or evading enforcement;
- Using another person's account credentials to access or use the Platform after your own account has been terminated;
- Creating "shell" accounts — accounts with no genuine business purpose — for the purpose of manipulating Platform rankings, reviews, or visibility;
- Assisting another person in creating a new account after that person has been banned from the Platform.

The Company uses technical means (IP address fingerprinting, device fingerprinting, payment method matching, and account pattern analysis) to detect multiple accounts and ban evasion. Detection will result in immediate permanent termination of all associated accounts.

## PART IV — USER RESPONSIBILITIES

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### 19 Listing Accuracy & Truthful Representation

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#### 19.1 Standard of Accuracy

Every Listing published on the Platform must meet the following accuracy standards:

- **Location accuracy:** The sale address must be the actual address at which the sale will be held. Post office boxes, approximate addresses, or "nearby" descriptions are not acceptable;
- **Date and time accuracy:** Sale dates, preview dates, and hours must reflect the Subscriber's genuine current intentions at the time of posting. If a sale is cancelled or rescheduled, the Listing must be updated within 24 hours of the change decision, and Buyers who have expressed interest must be notified through available Platform tools;
- **Item description accuracy:** Descriptions of items must reflect the actual condition, age, material, authenticity, and characteristics of those items to the best of the Subscriber's knowledge and belief. "As-is" sales must be clearly identified as such;
- **Photograph accuracy:** All photographs in a Listing must be actual photographs of items that will be available at the advertised sale. Using stock photos, catalog images, or images of items not present at the sale is prohibited;
- **Price and bidding accuracy:** Any stated prices, minimum bids, reserve prices, or starting bids must be accurate and reflect the Subscriber's genuine intentions at the time of posting.

#### 19.2 Duty to Update

You are responsible for keeping your Listings current and accurate throughout their publication period. If any material information in a Listing changes — including sale cancellation, significant changes to the items available, date or time changes, or location changes — you must update or remove the Listing promptly. Failure to update Listings to reflect material changes is a violation of this AUP and may result in consumer complaints, regulatory action against you, and enforcement action by the Company.

### 20 Licensing, Permits & Professional Compliance

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You are solely responsible for:

- Obtaining and maintaining all licenses, permits, bonds, registrations, and authorizations required by federal, state, county, and municipal law for your specific type of sale operation and for each item category you advertise;

- Complying with all applicable professional standards, ethics rules, and regulations issued by licensing bodies with jurisdiction over your profession (e.g., DBPR for Florida auctioneers; Florida Real Estate Commission for real estate licensees);
- Collecting, reporting, and remitting all applicable sales taxes and other taxes on items sold at your events, in compliance with the Florida Department of Revenue requirements and any applicable local tax ordinances;
- Obtaining all required local permits for conducting a sale at a private residential or commercial property (e.g., zoning variances, temporary event permits, parking permits);
- Complying with all HOA rules, lease agreements, deed restrictions, and other private agreements that may affect your right to hold a sale at a given property;
- Maintaining adequate insurance coverage (general liability, professional liability, and such other coverage as is customary for your profession) to protect against claims arising from your sale operations.

## 21 Account Security & Credential Protection

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You are responsible for maintaining the security of your account. Your specific obligations include:

- Creating a strong, unique password for your Platform account and not reusing passwords from other services;
- Not sharing your account credentials with any person who is not an authorized representative of your business;
- Logging out of your account at the end of each session, particularly on shared or public devices;
- Immediately notifying the Company through the Contact page at <https://www.4estatesale.com> if you suspect unauthorized access to your account, if your credentials are lost or stolen, or if you discover that your account has been used without your authorization;
- Ensuring that any employee or agent who accesses your Platform account is aware of and complies with this AUP;
- Not accessing the Platform from devices or networks that are known to be compromised or unsecured.

You are liable for all actions taken through your account, whether authorized by you or not, until you have notified the Company of unauthorized access and the Company has confirmed account suspension. The Company is not responsible for losses arising from unauthorized account access caused by your failure to maintain adequate credential security.

## 22 Compliance with Applicable Laws & Regulations

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Your use of the Platform must comply with all applicable federal, state, and local laws and regulations, including without limitation:

| Legal Framework   | Relevance to Platform Use   |
|---|---|
| <b>Florida Consumer Protection Act (Fla. Stat. § 501.201)</b>   | Prohibits unfair or deceptive trade practices in connection with consumer transactions, including deceptive sale listings and misrepresented items.     |
| <b>Florida Auctioneer Law (Fla. Stat. § 468.381)</b>            | Governs licensing, bonding, conduct, and fiduciary duties of Florida licensed auctioneers.  |
| <b>Florida Used Motor Vehicle Dealer Act (Fla. Stat. § 320)</b> | Governs licensing requirements for selling vehicles and requires title documentation.   |
| <b>Federal Trade Commission Act (15 U.S.C. § 45)</b>            | Prohibits unfair or deceptive acts or practices in commerce; applies to misleading listings, fake reviews, and deceptive advertising practices.         |
| <b>Wire Fraud (18 U.S.C. § 1343)</b>                            | Federal criminal prohibition on using interstate electronic communications (including internet listings) to execute a scheme to defraud.                |
| <b>Mail Fraud (18 U.S.C. § 1341)</b>                            | Applies to any fraudulent scheme involving use of mail, including shipping of fraudulently described items.   |
| <b>National Stolen Property Act (18 U.S.C. § 2314)</b>          | Prohibits interstate transportation and sale of stolen property valued at \$5,000 or more.  |
| <b>Florida Money Laundering Act (Fla. Stat. § 896)</b>          | Prohibits use of sale transactions to launder proceeds of criminal activity.  |
| <b>Americans with Disabilities Act (42 U.S.C. § 12101)</b>      | Requires physical sale locations to comply with ADA accessibility requirements.   |
| <b>IRS Reporting Obligations</b>                                | Sale operators may be required to issue 1099 forms and comply with other IRS reporting obligations for estate transactions above applicable thresholds. |

## PART V — INTELLECTUAL PROPERTY

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### 23 Content Ownership & License Grant

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#### 23.1 Your Ownership of Content

You retain all ownership rights in the Content you submit to the Platform, subject to the license grant described in this Section. By submitting Content to the Platform, you represent and warrant that:

1. You are the author or creator of the Content, or you have obtained all rights, licenses, consents, and permissions necessary to submit the Content and grant the license below;
2. Your Content does not infringe the copyright, trademark, trade secret, right of publicity, privacy rights, or any other intellectual property or personal right of any third party;
3. Your Content does not contain material that is defamatory, obscene, unlawful, or otherwise violates this AUP;
4. All photographs in your Listings were taken by you or by a photographer who has granted you a license to use them commercially; and
5. The subjects of any photographs (to the extent they include identifiable persons) have provided any necessary model releases or consents.

#### 23.2 License Grant to the Platform

By submitting Content to the Platform, you grant Prime Partners Group, LLC a **non-exclusive, royalty-free, worldwide, perpetual, irrevocable license** to:

- Display, publish, distribute, and make your Listing Content available to the public through the Platform, including through search engine indexing and third-party distribution partnerships;
- Reproduce, store, back up, cache, and archive your Content for operational and disaster recovery purposes;
- Use your business name, logo, sale photographs, and Listing descriptions in the Company's own marketing materials, social media channels, email campaigns, press releases, case studies, and other promotional contexts — to promote the Platform and demonstrate its value to prospective Subscribers;
- Create thumbnail images, previews, or excerpts of your Content for use in Platform search results, promotional emails, and third-party aggregator feeds;
- Translate or adapt your Content for display in alternate formats or on alternate devices.

The license grant survives the cancellation of your account to the extent necessary for the Company to retain archived records and to use historical Content in its marketing materials. You may opt out of the marketing use of your Content by providing written notice to the Company at the contact information in Section 38; opt-out requests will be honored within 30 days on a prospective basis.

### 23.3 No License to Other Users

Except as expressly stated in this Section, you do not grant any license to other Users to reproduce, redistribute, or commercially exploit your Content. Other Users may not use your Listing photographs, descriptions, or other Content without your express written permission.

## 24 Copyright & Trademark Compliance

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### 24.1 Copyright Requirements

All Content you submit to the Platform must comply with applicable copyright law. You may not:

- Upload, post, or include photographs, images, text, or other material in which a third party holds copyright, unless you have a valid license, permission, or the use clearly qualifies as fair use under 17 U.S.C. § 107;
- Use Getty Images, Shutterstock, or other stock photography service images in your Listings without a valid commercial license that permits such use;
- Copy listing descriptions, photographs, or other Content from other Subscribers' Listings and republish them as your own;
- Post scans or reproductions of copyrighted books, catalogs, appraisal reports, or other documents in your Listings without authorization;
- Include copyrighted music, video, or multimedia content in any Platform submission.

### 24.2 Trademark Requirements

You may not:

- Use any third-party trademark, trade name, service mark, or logo in your Listing in a manner that is likely to cause confusion as to sponsorship, affiliation, or endorsement — unless you are an authorized dealer or reseller of the brand's genuine products;
- Use the 4EstateSale.com name, logo, or trademark in any context other than to accurately describe your Listing as appearing on the Platform;
- Register or use any domain name, social media handle, or business name that is confusingly similar to 4EstateSale.com or any other Platform trademark;
- Use trademark names primarily to drive search traffic rather than to accurately describe items (keyword stuffing using brand names).

## 25 DMCA Notice & Takedown Procedure

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## 25.1 DMCA Safe Harbor Compliance

Prime Partners Group, LLC respects the intellectual property rights of others and complies with the Digital Millennium Copyright Act (17 U.S.C. § 512). We have designated a DMCA Agent to receive notifications of claimed copyright infringement as described below.

## 25.2 Filing a DMCA Takedown Notice

If you believe that Content posted on the Platform infringes your copyright, you may submit a notice of claimed infringement to our designated DMCA Agent. To be valid, your notice must include all of the following elements required by 17 U.S.C. § 512(c)(3):

1. A physical or electronic signature of the copyright owner or an authorized agent;
2. Identification of the copyrighted work claimed to have been infringed (or, if multiple works at a single site are covered by a single notification, a representative list of such works);
3. Identification of the material claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit the Company to locate the material (e.g., the URL of the specific Listing);
4. Information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
5. A statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### DMCA Agent Contact

DMCA Takedown Notices must be submitted through the Company's Contact form at <https://www.4estatesale.com>, selecting "DMCA / Copyright Claim" as the subject, or via certified mail to the Company's registered agent at the address in Section 38. Notices sent to any other address will not be treated as valid DMCA notices. The Company will process valid DMCA notices within five (5) business days of receipt.

## 25.3 DMCA Counter-Notice

If your Content was removed in response to a DMCA takedown notice and you believe the removal was erroneous or the result of misidentification, you may submit a counter-notification under 17 U.S.C. § 512(g)(3). A valid counter-notice must include: (a) your physical or electronic signature; (b) identification of the material removed and its prior location; (c) a statement under penalty of perjury that you have a good-faith belief the material was removed as a result of mistake or misidentification; and (d) your name, address, and telephone number, and a statement consenting to the jurisdiction of the U.S. District Court for the Southern District of Florida.

## 25.4 Repeat Infringer Policy

In accordance with 17 U.S.C. § 512(i), the Company maintains a policy of terminating accounts of Users who are repeat infringers of copyright. An account will be terminated upon receipt of three (3) valid DMCA takedown notices within any 12-month period, or upon a determination by the Company that the User has engaged in a pattern of copyright infringement.

## 26 Platform Intellectual Property Rights

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The Platform and all of its constituent elements — including the 4EstateSale.com name and logo, the Platform's visual design, layout, source code, features, database architecture, and all original Content created by the Company — are the exclusive intellectual property of Prime Partners Group, LLC and are protected by federal copyright law, trademark law, and other applicable intellectual property laws. Nothing in this AUP or in your use of the Platform grants you any ownership right, license, or interest in any Platform intellectual property, except the limited right to use the Platform in accordance with this AUP and the Terms of Service. You specifically may not:

- Use the 4EstateSale.com name, logo, or trademarks in your own marketing materials without the Company's prior written consent;
- Represent yourself as affiliated with, sponsored by, or endorsed by 4EstateSale.com;
- Create derivative works based on the Platform's design, features, or functionality;
- Frame or mirror the Platform, or embed Platform pages within another website, without prior written consent.

## PART VI — REPORTING, ENFORCEMENT & PLATFORM RIGHTS

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### 27 Reporting Violations

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#### 27.1 How to Report a Violation

Users and members of the public who observe Content or conduct that they believe violates this AUP are encouraged to report it to the Company. Reports may be submitted through:

- The "Report This Listing" or "Contact Us" link available on each Listing page;
- The Contact form at <https://www.4estatesale.com>, selecting "Report a Violation" as the subject;
- Email communications directed to the Company's abuse or content moderation team through the Contact page.

#### 27.2 Information to Include in a Report

To facilitate efficient investigation, reports should include:

1. The URL or Listing ID of the allegedly violating Listing or content;
2. A clear description of the specific violation alleged;
3. Any supporting documentation, screenshots, or evidence;
4. Your contact information (reports may be submitted anonymously, but providing contact information allows us to follow up with you).

#### 27.3 Platform's Investigation Process

Upon receiving a report, the Company will:

1. Log the report and assign it to a content moderation team member;
2. Review the reported Content against the standards in this AUP;
3. Contact the Subscriber whose Content is the subject of the report if additional information is needed;
4. Take appropriate enforcement action as described in Section 28;
5. Notify the reporting party of the outcome of the investigation, to the extent consistent with the Company's privacy obligations to the Subscriber.

#### 27.4 No Guarantee of Action

THE COMPANY DOES NOT GUARANTEE THAT IT WILL TAKE ANY PARTICULAR ACTION IN RESPONSE TO ANY REPORT, OR THAT IT WILL INVESTIGATE ALL REPORTS WITHIN ANY PARTICULAR TIMEFRAME. SUBMISSION OF A REPORT DOES NOT CONSTITUTE A GUARANTEE

THAT THE REPORTED CONTENT WILL BE REMOVED. THE COMPANY'S DECISIONS REGARDING CONTENT ENFORCEMENT ARE FINAL AND MADE IN ITS SOLE DISCRETION.

### 27.5 No Retaliation

The Company strictly prohibits retaliation against any User or third party who in good faith reports a suspected violation of this AUP. Retaliation includes but is not limited to threats, harassment campaigns, filing false counter-reports, or any other action intended to punish or deter a person from reporting violations. Retaliation is itself a serious AUP violation subject to immediate account termination.

### 27.6 False and Abusive Reports

Filing reports that you know to be false — for example, reporting a legitimate competitor's Listing to harm their business — is prohibited and constitutes an AUP violation. The Company reserves the right to take enforcement action against Users who file systematic false reports, including account suspension and termination.

## 28 Enforcement Framework & Consequence Tiers

### Enforcement Philosophy

The Company uses a tiered enforcement framework that calibrates consequences to the severity and nature of the violation. However, the Company reserves the absolute right to skip any tier and proceed directly to immediate account termination for violations it deems sufficiently serious, without prior notice. No User is entitled to progress through lower tiers before being subject to termination for serious violations.

### Tier 1 — Formal Warning

**When Applied:** Minor, first-time, technical, or inadvertent violations — such as minor listing inaccuracies, failure to update a listing for a changed sale date, minor content formatting violations, or use of stock photography without clear fraudulent intent.

**Actions Taken:** Written warning by email identifying the specific violation, the content or conduct that triggered the warning, and the required corrective action. The User is given a specified period (typically 48–72 hours) to correct the violation.

**Consequences of Non-Compliance:** Failure to take the required corrective action within the specified period will result in escalation to Tier 2 or higher.

**Record:** Warning is recorded in the User's account history. Accumulation of warnings across multiple incidents may result in escalation.

## Tier 2 — Content Removal & Listing Suspension

**When Applied:** Repeated minor violations; moderate violations including misleading listing content, unauthorized use of brand names, duplicate listings, spam conduct, or failure to respond to a Tier 1 warning.

**Actions Taken:** Removal of specific non-compliant Listings from public view; notification to the Subscriber identifying the removed Listing(s) and the reason for removal; instruction on what must be corrected before Listings may be resubmitted.

**Consequences:** Removed Listings may not be republished until the violation is corrected and the Company approves reinstatement. Subscription fees continue to accrue during the Listing suspension period — no credit or refund is provided for suspended Listings.

**Record:** Removal recorded in account history. Multiple Tier 2 actions will result in escalation.

## Tier 3 — Account Suspension

**When Applied:** Serious violations including: significant listing fraud or misrepresentation; harassment of Buyers or other Users; attempted platform fee circumvention; unauthorized data collection; multiple simultaneous account creation; failure to respond to Tier 2 enforcement; third DMCA violation within 12 months.

**Actions Taken:** All active Listings unpublished immediately; login access restricted to read-only or fully suspended; notification sent to Subscriber identifying the violations and the suspension period (typically 7–30 days).

**During Suspension:** Subscription fees continue to accrue unless the suspension triggers cancellation. The Company may offer a path to reinstatement, which may include written acknowledgment of the violation, removal of offending content, and payment of any outstanding fees.

**No Refund:** No refund is issued for any portion of a Billing Period during which the account is suspended for an AUP violation.

#### Tier 4 — Permanent Account Termination

**When Applied Immediately (No Warning Required):** Listing of Absolutely Prohibited Items; confirmed listing of stolen property; fraud or deception causing actual harm to Buyers; confirmed counterfeit goods listings; any listing involving CSAM or exploitation of minors; chargeback fraud; identity fraud; technical attacks on the Platform; ban evasion after prior permanent termination; cooperation with law enforcement investigation.

**When Applied After Prior Tiers:** Failure to comply with a Tier 3 suspension resolution; repeated serious violations after prior Tier 3 suspension; pattern of escalating violations demonstrating unwillingness to comply with AUP.

**Actions Taken:** Permanent deactivation of account; all Listings removed immediately; payment method blocked; Subscriber permanently prohibited from creating new accounts; notification sent to Subscriber.

**No Refund:** ALL SUBSCRIPTION FEES PAID UP TO AND INCLUDING THE BILLING PERIOD IN WHICH TERMINATION OCCURS ARE FORFEITED. NO REFUND WILL BE ISSUED UNDER ANY CIRCUMSTANCES FOR TERMINATION CAUSED BY AN AUP VIOLATION.

**Additional Remedies:** The Company reserves the right to seek injunctive relief, civil damages, and to refer serious violations to law enforcement authorities.

#### 28.1 Reinstatement After Termination

Accounts terminated under Tier 4 for serious violations (Absolutely Prohibited Items, fraud, CSAM, confirmed stolen goods, or chargeback fraud) are permanently ineligible for reinstatement under any circumstances. For Tier 4 terminations resulting from accumulated lesser violations, reinstatement may be sought through a written appeal submitted to the Company within 30 days of the termination notice. Reinstatement is granted solely at the Company's discretion and requires: (a) full payment of all outstanding subscription fees; (b) a written acknowledgment of the violations; (c) a written remediation plan; and (d) payment of a reinstatement fee of \$100.00 USD, which is non-refundable.

#### 28.2 No Entitlement to Progressive Enforcement

The tiered enforcement framework is provided as a general guideline only. The Company is under no obligation to follow any particular sequence of enforcement steps and may skip directly to any enforcement tier — including immediate permanent termination — based on the nature, severity, and circumstances of the violation. By agreeing to this AUP, you waive any claim that the Company failed to provide a warning or progressive opportunity to cure before taking enforcement action, except as expressly required by applicable Florida law.

### 29 Platform Rights & Discretionary Authority

Prime Partners Group, LLC expressly reserves and retains the following rights, each of which may be exercised in the Company's sole and absolute discretion without prior notice to the affected User:

### **29.1 Right to Remove Content**

The Company may remove, hide, edit, modify, or refuse to publish any Listing, photograph, description, or other Content that:

- Violates or is suspected to violate this AUP, the Terms of Service, or any applicable law;
- The Company, in its sole judgment, determines is objectionable, harmful, misleading, or inconsistent with the Platform's commercial objectives;
- Is the subject of a complaint by a Buyer, third party, or regulatory authority;
- Includes Content over which the Platform has received a valid DMCA takedown notice;
- The Company determines poses a risk of legal liability to the Company, its partners, or its Users.

Content removal does not entitle the Subscriber to any refund, credit, or compensation.

### **29.2 Right to Suspend or Terminate Accounts**

The Company may suspend or terminate any account at any time, with or without cause, subject only to the notice and refund provisions in the Refund and Cancellation Policy for terminations without cause. For terminations for cause (AUP violations), no prior notice is required and no refund will be issued.

### **29.3 Right to Modify Listing Features**

The Company may modify, enhance, reduce, or discontinue any Platform feature, tool, or service — including Listing display options, search functionality, buyer notification features, and geographic reach — at any time, without incurring any obligation to provide a refund to Subscribers for changes to feature sets.

### **29.4 Right to Disclose Information**

The Company may disclose any User information, Listing content, account records, or other Platform data to: (a) law enforcement or regulatory authorities in response to lawful requests; (b) civil litigants pursuant to valid legal process (subpoena, court order, civil investigative demand); or (c) third parties whose intellectual property rights have been allegedly infringed, as necessary to facilitate DMCA compliance and dispute resolution.

### **29.5 Right to Verify User Information**

The Company reserves the right to verify the accuracy of User-provided information — including business name, licensing status, location, and item descriptions — through third-party verification services, public records, and direct requests to the User. Failure to provide requested verification information within a reasonable time may result in Listing suspension or account termination.

## **30** No Monitoring Obligation & Section 230

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### **30.1 No Monitoring Obligation**

The Company has no obligation to monitor, review, screen, edit, or verify any User-Generated Content submitted to the Platform before or after publication. The Company is not a publisher or speaker of User-Generated Content within the meaning of Section 230 of the Communications Decency Act (47 U.S.C. § 230). The Company provides a passive publishing platform and does not exercise editorial control over the substance of individual Listings.

### **30.2 Section 230 Notice**

The Company claims the protections afforded by Section 230(c) of the Communications Decency Act. Pursuant to 47 U.S.C. § 230(c)(1), the Company shall not be treated as the publisher or speaker of any information provided by another information content provider. Pursuant to 47 U.S.C. § 230(c)(2), the Company shall not be held liable for any action voluntarily taken in good faith to restrict access to or availability of material that the Company considers to be objectionable, whether or not such material is constitutionally protected.

### **30.3 Voluntary Enforcement**

When the Company does voluntarily review Content and takes enforcement action, such action is taken in the Company's sole discretion as a matter of platform integrity. Voluntary enforcement in one instance does not create an obligation to enforce in all instances, does not establish any pattern of monitoring, and does not waive any CDA Section 230 protection.

## **31** Law Enforcement Cooperation

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### **31.1 Duty to Cooperate**

Prime Partners Group, LLC is committed to full and prompt cooperation with federal, state, and local law enforcement agencies in the investigation of criminal activity conducted through or facilitated by the Platform. The Company will:

- Respond promptly to lawful subpoenas, search warrants, court orders, civil investigative demands, and administrative agency requests for information;
- Preserve account records, Listing data, IP address logs, payment information, and other relevant data for the period requested by law enforcement;
- Proactively report to appropriate authorities any Content that the Company reasonably believes constitutes evidence of an imminent threat of violence, child exploitation, human trafficking, or other serious criminal conduct;

- Provide trained personnel to assist with investigations and, where appropriate, testify as custodians of records in legal proceedings.

### **31.2 User Acknowledgment**

By using the Platform, you acknowledge and consent to the Company's cooperation with law enforcement as described in this Section. You acknowledge that the Company may provide your personal information, account records, IP address history, and Listing data to law enforcement without prior notice to you, to the extent permitted by applicable law. The Company has no obligation to notify you of a law enforcement request for your information unless legally required to do so.

### **31.3 Voluntary Reporting**

The Company may voluntarily report suspected criminal activity to law enforcement, even in the absence of a formal law enforcement request, where the Company reasonably believes that criminal conduct is being facilitated through the Platform. Such reporting is made in good faith and shall not give rise to any liability to the reported User.

## PART VII — LEGAL PROVISIONS

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### 32 Disclaimer of Liability for User Content

**IMPORTANT DISCLAIMER — READ CAREFULLY.** The following disclaimers are material terms of this AUP. They clarify that the Platform is a passive advertising marketplace and is not responsible for the acts, omissions, or misrepresentations of its Users.

#### 32.1 No Verification of Listing Accuracy

THE COMPANY DOES NOT VERIFY, CONFIRM, OR GUARANTEE THE ACCURACY, COMPLETENESS, TRUTHFULNESS, OR RELIABILITY OF ANY USER-GENERATED CONTENT, LISTING, DESCRIPTION, PHOTOGRAPH, PRICE ESTIMATE, APPRAISAL, OR OTHER INFORMATION PUBLISHED ON THE PLATFORM. ALL SUCH CONTENT IS PROVIDED SOLELY BY THE SUBSCRIBING USER AND IS THE USER'S SOLE RESPONSIBILITY.

#### 32.2 No Guarantee of Item Quality or Title

THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING: (A) THE QUALITY, CONDITION, OR PHYSICAL CHARACTERISTICS OF ANY ITEM LISTED; (B) THE AUTHENTICITY, AGE, PROVENANCE, OR VALUE OF ANY ITEM LISTED; (C) THE SELLER'S LEGAL TITLE TO OR AUTHORITY TO SELL ANY ITEM; OR (D) THE ABSENCE OF LIENS, ENCUMBRANCES, OR THIRD-PARTY CLAIMS ON ANY ITEM. BUYERS ATTEND AND PURCHASE FROM ADVERTISED SALES ENTIRELY AT THEIR OWN RISK AND ARE ENCOURAGED TO CONDUCT THEIR OWN DUE DILIGENCE.

#### 32.3 No Agency or Brokerage Relationship

THE PLATFORM IS AN ADVERTISING SERVICE. THE COMPANY IS NOT AN AUCTIONEER, ESTATE SALE AGENT, REAL ESTATE BROKER, DEALER, CONSIGNEE, FIDUCIARY, OR AGENT FOR ANY USER OR BUYER. THE COMPANY DOES NOT TAKE POSSESSION OF ANY ITEM, DOES NOT PARTICIPATE IN OR FACILITATE THE TRANSFER OF TITLE, DOES NOT RECEIVE ANY PORTION OF SALE PROCEEDS, AND HAS NO AUTHORITY TO BIND ANY SELLER OR BUYER TO ANY TRANSACTION.

#### 32.4 No Endorsement of Users

THE PRESENCE OF A LISTING ON THE PLATFORM DOES NOT CONSTITUTE THE COMPANY'S ENDORSEMENT, RECOMMENDATION, OR APPROVAL OF THE SUBSCRIBING USER, THEIR BUSINESS PRACTICES, THEIR LICENSING STATUS, OR THE ACCURACY OR QUALITY OF THEIR

ADVERTISED ITEMS. ALL USERS PARTICIPATE ON THE PLATFORM INDEPENDENTLY AND AT THEIR OWN RISK.

### 32.5 Third-Party Transactions

ALL SALES TRANSACTIONS THAT OCCUR AS A RESULT OF A BUYER ATTENDING AN ADVERTISED SALE ARE EXCLUSIVELY BETWEEN THE BUYER AND THE SELLING USER. THE COMPANY IS NOT A PARTY TO ANY SUCH TRANSACTION AND HAS NO LIABILITY ARISING FROM ANY PURCHASE, SALE, EXCHANGE, OR OTHER TRANSACTION CONDUCTED AT OR IN CONNECTION WITH AN ADVERTISED SALE.

## 33 Indemnification

To the fullest extent permitted by applicable law, you agree to **defend, indemnify, and hold harmless** Prime Partners Group, LLC and its members, managers, officers, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, judgments, settlements, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees, expert fees, and court costs) arising out of or related to:

1. **Your Content:** Any Listing, photograph, description, or other Content you submit to the Platform, including claims that your Content infringes any third-party intellectual property right, violates any privacy right, is defamatory, or is false or misleading;
2. **AUP Violations:** Any violation of this Acceptable Use Policy, the Terms of Service, or any other Platform policy by you or any authorized user of your account;
3. **Prohibited Items:** Any claim arising from the listing, advertising, sale, or transfer of any Prohibited Item or Restricted Item in violation of this AUP or applicable law;
4. **Illegal Conduct:** Any criminal or civil liability arising from your use of the Platform to conduct or facilitate illegal activity, including fraud, sale of stolen goods, counterfeit goods trafficking, or unlicensed sales of regulated items;
5. **Buyer Claims:** Any claim, demand, or complaint by a Buyer who attended or participated in a sale that you advertised on the Platform, including claims of fraud, misrepresentation, personal injury at the sale location, or failure to transfer title;
6. **Third-Party Claims:** Any claim by a third party — including estate beneficiaries, creditors, or legal heirs — arising from items you sold without proper authorization from the estate or the legal owner;
7. **Tax Obligations:** Any claim by the IRS, Florida Department of Revenue, or any other tax authority arising from your failure to collect, report, or remit taxes in connection with sales advertised on the Platform;
8. **Misrepresentation of Credentials:** Any claim arising from your false representation of professional licenses, certifications, or authority;

9. **Technical Attacks:** Any cost incurred by the Company to mitigate, recover from, or prosecute any technical attack, scraping operation, or unauthorized access attempt by you or by a party acting at your direction.

The Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, at your expense. In such case, you agree to cooperate with the Company's defense of such claims and to not settle any such claim without the Company's prior written consent. Your indemnification obligation survives the termination or cancellation of your account and the expiration of this AUP.

## 34 Limitation of Liability

**IMPORTANT LEGAL NOTICE.** The limitation of liability below is a material term of this AUP. It limits the Company's financial exposure for claims arising from User content and Platform use. Nothing in this section limits liability that cannot be excluded under applicable Florida or federal consumer protection law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FLORIDA AND FEDERAL LAW:

1. **NO CONSEQUENTIAL DAMAGES:** PRIME PARTNERS GROUP, LLC AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, ANY USER-GENERATED CONTENT ON THE PLATFORM, OR ANY TRANSACTION CONDUCTED IN CONNECTION WITH A SALE ADVERTISED ON THE PLATFORM, REGARDLESS OF THE LEGAL THEORY;
2. **NO LIABILITY FOR USER CONDUCT:** THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT, ACTS, OR OMISSIONS OF ANY USER, WHETHER ONLINE OR OFFLINE, INCLUDING FRAUD, MISREPRESENTATION, THEFT, NEGLIGENCE, OR OTHER MISCONDUCT BY A SUBSCRIBING USER TOWARD BUYERS OR THIRD PARTIES;
3. **NO LIABILITY FOR THIRD-PARTY PLATFORMS:** THE COMPANY IS NOT RESPONSIBLE FOR THE CONTENT, PRACTICES, OR PERFORMANCE OF ANY THIRD-PARTY WEBSITE, SERVICE, OR PLATFORM LINKED TO OR FROM THE PLATFORM;
4. **AGGREGATE LIABILITY CAP:** THE COMPANY'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AUP SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED UNITED STATES DOLLARS (USD \$100.00).

THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND SHALL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION

OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS OF LIABILITY. IN SUCH JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 35 Governing Law & Dispute Resolution

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### 35.1 Governing Law

This AUP and all disputes arising under or related to it shall be governed by and construed in accordance with the laws of the **State of Florida**, without regard to its choice-of-law principles. Applicable Florida statutes, including the Florida Consumer Protection Act, Florida Computer Crimes Act, Florida Auctioneer Law, and Florida Information Protection Act, shall govern where relevant.

### 35.2 Exclusive Jurisdiction and Venue

Any legal action or proceeding arising under or related to this AUP or your use of the Platform shall be brought exclusively in the state courts of **Miami-Dade County, Florida**, or in the **United States District Court for the Southern District of Florida, Miami Division**. You hereby irrevocably consent to the personal jurisdiction of such courts and waive any objection to jurisdiction or venue on grounds of inconvenience or otherwise. This is a mandatory forum selection clause.

### 35.3 Informal Resolution

Prior to initiating any formal legal proceeding, the parties agree to make a good-faith effort to resolve any AUP-related dispute through direct negotiation for a period of at least 30 days following written notice from the aggrieved party to the other. This obligation does not apply to: (a) the Company seeking emergency injunctive or equitable relief; or (b) law enforcement proceedings.

### 35.4 Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO BRING ANY CLAIM ARISING UNDER THIS AUP IN YOUR INDIVIDUAL CAPACITY ONLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.

### 35.5 Equitable Relief

You acknowledge that a breach of this AUP — particularly provisions relating to intellectual property, confidentiality, technical attacks, or use of Prohibited Items — may cause the Company irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Company shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or other security, and without the necessity of proving actual damages.

## 35.6 Attorneys' Fees

In any legal proceeding to enforce this AUP or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, to the extent permitted by applicable law.

## 36 Modifications to This Policy

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### 36.1 Right to Modify

Prime Partners Group, LLC reserves the right to modify, update, or revise this AUP at any time, effective upon posting the revised AUP to the Platform with an updated effective date. We will endeavor to provide reasonable advance notice of material changes through email notification or Platform announcements, but are not obligated to do so for non-material clarifications, corrections, or additions.

### 36.2 Material Changes

For material changes that substantially alter Users' rights or obligations under this AUP — such as the addition of significant new Prohibited Item categories, substantial changes to the enforcement framework, or changes to indemnification obligations — the Company will provide at least 30 days' advance notice via email to all Subscribers before the changes take effect.

### 36.3 Acceptance of Changes

Your continued use of the Platform after the effective date of any AUP modification constitutes your acceptance of the modified AUP. If you do not agree to a material modification, you may cancel your subscription before the effective date pursuant to the Refund and Cancellation Policy.

### 36.4 Version History

Prior versions of this AUP are available upon written request to the Company. Each version is identified by its effective date.

## 37 Severability, Waiver & Entire Agreement

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### 37.1 Severability

If any provision of this AUP is held by a court of competent jurisdiction to be unlawful, void, or unenforceable for any reason, that provision shall be severed from this AUP to the minimum extent necessary to render the remaining provisions enforceable, and the remaining provisions shall continue in full force and effect. The parties intend that this AUP be enforced to the maximum extent permitted by applicable law.

### 37.2 No Waiver

The Company's failure to enforce any provision of this AUP on any occasion does not constitute a waiver of its right to enforce that provision on any subsequent occasion. No waiver of any provision of this AUP is effective unless made in writing and signed by an authorized representative of Prime Partners Group, LLC.

### 37.3 Entire Agreement on Acceptable Use

This AUP, together with the Terms of Service, Privacy Policy, and Refund and Cancellation Policy (all of which are incorporated herein by reference), constitutes the entire agreement between you and Prime Partners Group, LLC with respect to acceptable use of the Platform and supersedes all prior agreements, representations, and understandings regarding the same subject matter. No parol evidence, verbal representations, or other extrinsic evidence shall be used to modify, supplement, or contradict this AUP.

### 37.4 Assignment

You may not assign or transfer your rights or obligations under this AUP to any third party without the Company's prior written consent. The Company may assign this AUP, in whole or in part, to any successor entity, affiliate, or acquirer without your consent. This AUP is binding upon and inures to the benefit of the parties and their permitted successors and assigns.

### 37.5 Headings

Section headings in this AUP are for convenience only and shall not affect the construction or interpretation of any provision.

## 38 Contact Information

For questions, concerns, DMCA notices, violation reports, and other communications related to this Acceptable Use Policy, please contact us as follows:

### Acceptable Use Policy — Prime Partners Group, LLC

**Platform:** <https://www.4estatesale.com>

**Email:** [contact4es@gmail.com](mailto:contact4es@gmail.com)

**Contact Form:** <https://www.4estatesale.com/contact-us/>

**AUP & Conduct Reports:** Subject: "AUP VIOLATION REPORT — [Listing URL or Description]"

**DMCA Notices:** Subject: "DMCA NOTICE — [Listing URL]"

**DMCA Counter-Notices:** Subject: "DMCA COUNTER-NOTICE — [Account Email]"

**Law Enforcement Requests:** Subject: "LAW ENFORCEMENT REQUEST — [Agency Name & Case Number]"

**General Legal Inquiries:** Subject: "LEGAL INQUIRY — [Nature of Matter]"

**Legal Entity:** Prime Partners Group, LLC d/b/a 4EstateSale.com

**Jurisdiction:** Miami-Dade County, Florida, United States of America

**Response Time:** AUP reports: 3 business days • DMCA notices: 5 business days • Law enforcement: Priority response

### Emergency Law Enforcement Contacts

If you believe a listing on the Platform involves an imminent threat of violence, child exploitation, human trafficking, or other emergency-level criminal activity, please contact your local law enforcement immediately (dial 911) in addition to notifying the Company. For Miami-Dade law enforcement: Miami-Dade Police Department, (305) 476-5423. For Florida FDLE tips: 1-800-FL-CRIME. For federal matters: FBI Internet Crime Complaint Center at ic3.gov.

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4EstateSale.com Acceptable Use Policy • Prime Partners Group, LLC • Version 1.0 • Effective May 7, 2026

Report violations: [contact4es@gmail.com](mailto:contact4es@gmail.com) • <https://www.4estatesale.com/contact-us/> → "AUP Violation Report"

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