

Terms of Service

2nd Circuit LLC

Last Updated: August 3, 2026

1. Agreement to Terms

These Terms of Service ("**Terms**") form a binding agreement between you ("**you**," "**User**," "**Buyer**," or "**Seller**" as applicable) and 2nd Circuit LLC ("**2nd Circuit**," "**we**," "**us**," or "**our**"), governing your access to and use of the 2nd Circuit website, platform, and related services (collectively, the "**Platform**").

By creating an account, listing inventory, submitting a bid, or otherwise using the Platform, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, do not use the Platform.

If you are using the Platform on behalf of an organization, you represent that you have authority to bind that organization, and "you" refers to that organization.

2. What 2nd Circuit Is (and Is Not)

2nd Circuit is a **facilitating marketplace**. We provide the technology that connects Sellers of surplus or end-of-life electronics with verified, R2-certified Buyers, and we administer the listing, bidding, and identity-protection mechanics described in Section 6–8 below.

2nd Circuit is not a party to any transaction conducted through the Platform. We do not take title to, inspect, ship, insure, or accept custody of any equipment. We do not process payments between Buyers and Sellers. Once an auction closes, Buyers and Sellers coordinate and are solely responsible for logistics, shipment, payment, data destruction execution, and compliance with applicable law, as described in Section 9.

2.1 Facilitator Disclaimer

The Buyer and Seller assume all responsibility for the transaction, the shipment of goods, and compliance with all applicable federal, state, local, and international laws and regulations. 2nd Circuit acts solely as a facilitator that connects Buyers and Sellers and administers the listing, bidding, and identity-protection mechanics of the Platform. 2nd Circuit is not a party to, and does not participate in, the underlying sale, shipment, or transfer of goods, and does not process payment between the parties.

Accordingly, 2nd Circuit cannot be held liable for, and expressly disclaims all liability arising from: (a) any dispute between a Buyer and a Seller, including disputes over price, quality, condition, quantity, or timeliness of a transaction; (b) any damages, loss, or injury arising from the shipment, handling, or transfer of goods; and (c) any regulatory violation, fine, penalty, or enforcement action arising from a Buyer's or Seller's failure to comply with applicable law, including laws governing hazardous materials, e-waste, data privacy, export control, and environmental regulation. This disclaimer supplements, and does not limit, the disclaimers and limitations of liability set out in Sections 8, 11, and 12.

3. Eligibility & Account Verification

3.1 General Eligibility

The Platform is for business use only. You must be at least 18 years old, able to form a binding contract, and authorized to act on behalf of the organization you represent.

3.2 Buyers

All Buyers must hold, and maintain for the duration of their account, a valid **R2 (Responsible Recycling) certification** and must submit certification and scope documentation for our review. We reserve the right to approve, deny, suspend,

or revoke Buyer access at our sole discretion, including if certification lapses, scope documentation is inaccurate, or certification is later found to be invalid.

Buyer access is currently limited to organizations operating within the **United States**.

We verify submitted credentials on a good-faith, reasonable-efforts basis. **We do not guarantee the ongoing validity of any Buyer's certification** and are not liable for a Buyer's failure to maintain or comply with its R2 certification.

3.3 Sellers

Sellers represent that they have the legal right to sell, transfer, or dispose of all inventory listed on the Platform, and that all information provided about a listing (condition, specifications, quantity, data-processing requirements) is accurate and complete to the best of their knowledge.

4. Accounts

You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account. Notify us immediately at info@2circuit.com of any unauthorized use. We are not liable for any loss arising from your failure to safeguard your credentials.

5. Subscription Plans & Fees

5.1 Plans

The Platform offers subscription tiers (currently **Free**, **Pro**, and **Premium**) as described on our Pricing page, which may change from time to time. Plan features, bid limits, and pricing in effect at checkout govern your subscription until your next renewal or plan change.

5.2 No Marketplace Transaction Fees

2nd Circuit does not charge a commission or transaction fee on the value of goods exchanged between Buyers and Sellers. Our revenue is derived solely from subscription fees. This does not limit our right to change this model on a going-forward basis with notice.

5.3 Billing

Paid subscriptions are billed monthly or annually in advance via the payment method on file. Subscriptions **automatically renew** at the end of each billing period unless canceled before the renewal date. You authorize us (or our payment processor) to charge your payment method accordingly.

5.4 Cancellations & Refunds

You may cancel your subscription at any time, effective at the end of the then-current billing period. **Fees already paid are non-refundable**, except where required by law or expressly stated otherwise at the time of purchase.

5.5 Price Changes

We may change subscription pricing with at least 30 days' notice. Continued use after a price change takes effect constitutes acceptance of the new price.

6. Listings

6.1 Listing Types

Sellers may create **Sell** listings (inventory awarded to the winning bidder) or **Recycle** listings (inventory routed to certified recyclers, which may involve payment to or from the Seller depending on material value).

6.2 Listing Requirements

Each listing must include accurate inventory details and the Seller's requirements, including permitted buyer location/scope and required data-processing method (e.g., certified wipe to NIST 800-88, physical shredding, or

destruction). These requirements are treated as **binding conditions** of any resulting transaction between the Buyer and Seller.

6.3 Scope & Geography Matching

Listings are shown only to Buyers whose verified R2 certification scope and geography match the listing's requirements. We rely on the accuracy of Buyer-submitted scope documentation and Seller-submitted listing requirements to perform this matching, and we do not independently verify every match.

6.4 Private Marketplaces

Sellers may restrict a listing to a pre-approved list of Buyers. 2nd Circuit facilitates this restriction but does not vet the appropriateness of a Seller's chosen buyer list beyond standard Buyer verification under Section 3.2.

7. Bidding & Auctions

7.1 Binding Bids

A bid submitted on a listing is a **binding offer** to purchase (or, for Recycle listings, to process) the listed inventory on the listing's stated terms, up to the Buyer's subscription plan's active bid-slot limit. Buyers are responsible for reviewing listing details before bidding.

7.2 Winning the Auction

When an auction closes, the Seller may accept the winning bid (or the applicable bid per the listing's stated award mechanism). Upon acceptance, each party's contact information is released to the other so they can coordinate transfer, logistics, and payment directly.

7.3 No Guarantee of Completion

2nd Circuit does not guarantee that any Buyer or Seller will complete a transaction after an auction closes. We are not responsible for a party's failure to honor a winning bid or accepted offer, though we may suspend or terminate accounts for repeated non-performance (see Section 12).

7.4 Seller Identity Protection

Seller contact and identifying information is withheld from Buyers until an auction closes and a winning bid is accepted. We take reasonable measures to protect this information but cannot guarantee absolute security (see Section 13).

8. Buyer & Seller Responsibilities

Once contact information is exchanged, **the Buyer and Seller are solely responsible for:**

- Negotiating and executing shipment, logistics, and delivery;
- Payment terms and processing between the parties;
- Performing the data-processing/destruction method specified in the listing, and providing any certificates of destruction the Seller requires;
- Complying with all applicable federal, state, and local laws, including those governing hazardous materials, e-waste, data privacy, export control, and environmental regulation;
- Any warranties, representations, or guarantees made directly between the parties regarding the condition of equipment.

2nd Circuit is **not a party to, and assumes no responsibility for**, the physical transfer of goods, payment between parties, or either party's compliance with applicable law.

9. Prohibited Conduct

You agree not to:

- Submit false, fraudulent, or misleading information in an account application, R2 certification, listing, or bid;
- Circumvent the identity-protection or scope-matching features of the Platform;
- Use the Platform to list or acquire equipment you do not have the legal right to sell, transfer, or process;
- Attempt to contact a counterparty to circumvent the Platform's bidding process before an auction closes;
- Interfere with the Platform's operation, security, or integrity, including through scraping, reverse engineering, or unauthorized automated access;
- Use the Platform for any unlawful purpose.

Violation of this section may result in immediate suspension or termination of your account under Section 12.

10. Intellectual Property

The Platform, including its software, design, trademarks, and content (excluding User-submitted listing data), is owned by 2nd Circuit or its licensors and protected by intellectual property law. You are granted a limited, non-exclusive, non-transferable license to access and use the Platform for its intended business purpose. You retain ownership of the listing content and data you submit, and grant us a license to host, display, and process it as necessary to operate the Platform.

11. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

2ND CIRCUIT DOES NOT WARRANT THE ACCURACY OF ANY LISTING, THE VALIDITY OF ANY BUYER'S R2 CERTIFICATION AT ANY GIVEN TIME, OR THE CONDUCT OF ANY USER. WE DO NOT INSPECT PHYSICAL INVENTORY AND MAKE NO REPRESENTATIONS ABOUT ITS CONDITION, FUNCTIONALITY, OR COMPLIANCE STATUS.

12. Limitation of Liability & Indemnification

12.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, 2ND CIRCUIT AND ITS OFFICERS, EMPLOYEES, AND AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, OR GOODWILL, ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM OR ANY TRANSACTION BETWEEN USERS — INCLUDING DISPUTES, DAMAGES, OR REGULATORY VIOLATIONS ARISING FROM A TRANSACTION CONDUCTED THROUGH THE PLATFORM — EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING FROM THESE TERMS OR YOUR USE OF THE PLATFORM WILL NOT EXCEED THE GREATER OF (A) THE SUBSCRIPTION FEES YOU PAID US IN THE 1 MONTH PRECEDING THE CLAIM.

12.2 Indemnification

You agree to indemnify, defend, and hold harmless 2nd Circuit and its officers, employees, and affiliates from any claim, loss, liability, or expense (including reasonable attorneys' fees) arising from: (a) your listings or bids; (b) your breach of these Terms; (c) your violation of applicable law; or (d) any transaction, dispute, or data-handling failure between you and another User.

13. Data & Privacy

Our collection and use of personal and account information is governed by our [Privacy Policy](#), incorporated into these Terms by reference. We implement reasonable security measures to protect Seller identity and account data but cannot guarantee absolute security of any information transmitted over the internet.

14. Suspension & Termination

We may suspend or terminate your account, with or without notice, for: violation of these Terms; failure to maintain required certifications; fraudulent or misleading conduct; repeated failure to honor winning bids or accepted offers; or any conduct we reasonably believe harms the Platform, other Users, or 2nd Circuit.

You may terminate your account at any time by contacting us at info@2circuit.com; see Section 5.4 regarding fees already paid. Sections that by their nature should survive termination (including Sections 11, 12, and 15) will survive.

15. Dispute Resolution & Governing Law

These Terms are governed by the laws of the State of Michigan, without regard to conflict-of-law principles, and disputes arising from them are subject to the exclusive jurisdiction of the state and federal courts located in Oakland County, Michigan.

Disputes about the condition, delivery, payment, or compliance of a specific transaction between a Buyer and Seller are between those parties and are not subject to resolution by 2nd Circuit, though we may provide records from the Platform (e.g., listing terms, bid history) upon request or as required by law.

16. Changes to These Terms

We may update these Terms from time to time. Material changes will be posted on this page with an updated "Last Updated" date, and, where required by law, notified to you directly. Continued use of the Platform after changes take effect constitutes acceptance.

17. Miscellaneous

- **Entire Agreement.** These Terms, together with our Privacy Policy and any listing-specific terms, constitute the entire agreement between you and 2nd Circuit regarding the Platform.
- **Severability.** If any provision is found unenforceable, the remaining provisions remain in full effect.
- **No Waiver.** Our failure to enforce a provision is not a waiver of our right to do so later.
- **Assignment.** You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets.

18. Contact

Questions about these Terms can be sent to:

2nd Circuit LLC

3079 S Baldwin Rd #1057

Lake Orion, MI 48359

info@2circuit.com