

TERMS OF SALE FOR LIVE KOI FISH

Effective Date: August 15, 2026

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING FOR AN ACCOUNT, PLACING A BID, OR PURCHASING KOI. BY CLICKING “I AGREE” OR “ACCEPT,” REGISTERING FOR AN ACCOUNT, PLACING A BID, PLACING AN ORDER, OR SUBMITTING PAYMENT, YOU AGREE TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN THE GOVERNING LAW AND DISPUTE RESOLUTION SECTION BELOW. BY AGREEING TO THESE TERMS, YOU AGREE THAT DISPUTES WILL BE RESOLVED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN ORANGE COUNTY, CALIFORNIA, AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. SEE THE GOVERNING LAW AND DISPUTE RESOLUTION SECTION BELOW.

ACCEPTANCE

These Terms of Sale and Auction Terms (the “**Terms**”) constitute a binding agreement between Toyoma Koi International Inc., a California corporation (“**Toyoma Koi**,” “**we**,” “**us**,” or “**our**”), and the individual or entity registering for an account, placing a bid, or purchasing Koi (“**Buyer**,” “**you**,” or “**your**”). These Terms govern fixed-price purchases, telephone purchases, and online auctions conducted through or in connection with the Website.

By registering for an account on toyomakoi.com (the “**Website**”), placing a bid, placing an order, clicking “I Agree” or any similar button or checkbox, or submitting payment for live koi (collectively, “**Koi**”), you acknowledge that you have read, understood, and agree to be bound by these Terms and that you have reviewed our Privacy Policy located at toyomakoi.com/policies/privacy-policy.

Each order or bid constitutes an offer to purchase the applicable Koi in accordance with these Terms. For a fixed-price purchase, Toyoma Koi reserves the right to accept or reject any order in its sole discretion. A binding contract for a fixed-price purchase is formed only when Toyoma Koi sends an order confirmation email to the email address you provide (the “**Order Confirmation**”). The Order Confirmation will include order details, an estimated shipping date, and a unique order number. For an auction purchase, the winning bidder is obligated to purchase the applicable Koi when the auction closes, subject to the auction rules contained in these Terms. Telephone purchases are subject to the purchase and confirmation procedures described in these Terms.

Toyoma Koi reserves the right to modify these Terms at any time by posting updated Terms on the Website with a new Effective Date. Your continued use of the Website or placement of orders or bids after such modifications constitutes acceptance of the modified Terms. Each fixed-price purchase is governed by the version of the Terms in effect when the order is placed, and each auction purchase is governed by the version in effect when the Buyer first places a bid in

the applicable auction. Changes to these Terms will not apply retroactively to an order already placed or an auction in which the Buyer has already submitted a bid.

ELIGIBILITY

You represent and warrant that: (i) you are at least eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater, and if you are placing an order or bid on behalf of a business or other entity, you have the authority to bind that entity to these Terms; and (ii) you will comply with all applicable federal, state, and local laws, regulations, and ordinances governing the purchase, possession, and care of live koi.

WAYS TO PURCHASE KOI

Toyoma Koi offers Koi through fixed-price online purchases, telephone purchases, and online auctions, as described below.

Fixed-Price Online Purchases

Certain Koi are offered on the Website at a fixed price. Buyer may place an order through the Website and submit payment at checkout. Each fixed-price purchase is subject to these Terms and Toyoma Koi's acceptance as provided in the Acceptance section above.

Telephone Purchases

Buyer may contact Toyoma Koi to inquire about and place an order for Koi by telephone, including Koi that may not be listed on the Website. A telephone order constitutes an offer to purchase the applicable Koi. A binding contract is formed only when Toyoma Koi confirms the order in writing by email and Buyer submits payment in accordance with the payment instructions provided by Toyoma Koi.

Online Auctions

Koi identified on the Website as auction items are offered through Toyoma Koi's online auction platform. Buyer must register for an account to place a bid. All auction purchases are subject to these Terms, including the auction and bidding provisions below.

KOI

Product Descriptions

Toyoma Koi provides descriptions, photographs, and videos on the Website for informational purposes only. When a listing identifies a specific Koi, the photographs and videos are intended to depict that Koi at or near the time the photographs or videos were created. Koi are living animals and may experience natural changes in size, color, pattern, and other physical characteristics over time or as a result of changes in water quality, temperature, stress, environment, age, or other biological factors. Photographs and videos may also appear different depending on lighting, camera settings, screens, and viewing conditions. Except as expressly

provided in these Terms, descriptions, photographs, and videos do not constitute a warranty that a Koi will retain the exact appearance shown on the Website.

Varieties and Restrictions

Toyoma Koi offers for sale the koi varieties listed on the Website at toyomakoi.com. Buyer is solely responsible for verifying that the purchase, importation, possession, and keeping of any ordered variety are lawful in Buyer's jurisdiction, and for obtaining all necessary permits, licenses, or approvals prior to ordering. Toyoma Koi does not ship certain varieties or to certain jurisdictions; restrictions are listed at toyomakoi.com.

Availability

Because each Koi is unique, Toyoma Koi's inventory changes constantly. All Koi are subject to availability at the time of purchase or auction. Toyoma Koi reserves the right to limit quantities purchased per order, per customer, or per household to ensure fair distribution and prevent depletion of limited inventory. If a specific fish is no longer available at the time of processing, Toyoma Koi will cancel that item and issue a refund for the purchase price of that fish. Toyoma Koi has no obligation to substitute or hold alternative inventory.

ONLINE AUCTIONS

Automatic Bidding

Toyoma Koi's online auction platform uses an automatic bidding system. When Buyer places a bid, Buyer enters the maximum amount Buyer is willing to pay for the applicable Koi (the "Maximum Bid"). The auction platform will automatically place bids on Buyer's behalf in the applicable bid increments, up to the Maximum Bid, in the amount necessary to maintain Buyer's position as the highest bidder.

The Maximum Bid will not be displayed to other bidders. Buyer will not necessarily pay the full amount of the Maximum Bid. Subject to the applicable starting price and bid increments, the winning bid will be the amount necessary to exceed the next-highest bid. If two Buyers submit the same Maximum Bid, the Maximum Bid submitted first will take precedence. Buyer may increase, but may not decrease or retract, a Maximum Bid before the auction closes, except with Toyoma Koi's express approval.

Bid Increments

Bids advance in the increments displayed in the applicable auction listing. Toyoma Koi may establish different bid increments based on the auction type, Koi, current bid amount, or other criteria disclosed in the applicable listing.

Buy It Now

Certain auction listings may include a "Buy It Now" option that permits Buyer to purchase the applicable Koi immediately at the displayed fixed price without waiting for the auction to close. Selecting Buy It Now constitutes an offer to purchase the Koi at the displayed price. The Buy It

Now option may become unavailable after bidding begins or at another time specified in the applicable listing.

Auction Schedule

The scheduled closing date and time for each auction will be displayed in the applicable auction listing. Toyoma Koi may conduct regular auctions and special-event auctions with different schedules. Buyer is responsible for monitoring each auction in which Buyer participates.

Reserve and No-Reserve Auctions

Unless otherwise stated in the applicable auction listing, Koi offered through an auction are offered without a reserve price. In a no-reserve auction, the highest valid bid at the close of the auction will be the winning bid. If an auction is subject to a reserve price, the Koi will not be sold unless the reserve price is met.

Auction Extensions

An auction listing may provide for an automatic extension of the scheduled closing time if a bid is placed during the final five (5) minutes of the auction. If an extension applies, the auction will be extended by five (5) minutes after each qualifying bid until no additional qualifying bid is received during the applicable extension period. An auction extension applies only when disclosed in the applicable auction listing.

Auction Results and Winner Notification

At the close of an auction, the Buyer who submitted the highest valid bid will be the winning bidder, subject to any applicable reserve price and these Terms. Toyoma Koi will send the winning bidder an automated email notification. Buyer is responsible for maintaining an accurate email address and ensuring that Toyoma Koi's communications are not filtered as spam.

Failure to receive an auction notification does not relieve the winning bidder of the obligation to complete the purchase. Buyer is responsible for monitoring Buyer's account and auction results and should not rely exclusively on email or other notifications.

BIDDING RULES AND BUYER OBLIGATIONS

Binding Bids

Each bid is final and binding when submitted. By placing a bid, Buyer makes an irrevocable offer to purchase the applicable Koi for an amount up to Buyer's Maximum Bid in accordance with the automatic bidding procedures described above. If Buyer submits the highest valid bid at the close of an auction (the "**Winning Bid**"), Buyer must complete the purchase and pay the Winning Bid and all applicable taxes, shipping charges, and other disclosed fees.

Buyer may not retract or cancel a bid after it has been submitted except with Toyoma Koi's express approval. If Toyoma Koi approves the cancellation of a Winning Bid, Buyer may be charged a cancellation fee equal to twenty percent (20%) of the Winning Bid.

Account Registration

Buyer must create and maintain a registered account to participate in an auction. Buyer represents and warrants that all information provided in connection with the account is accurate, complete, and current. Buyer is responsible for maintaining the confidentiality of the account credentials and for all bids and other activities conducted through the account, except to the extent resulting from Toyoma Koi's acts or omissions.

Buyer must promptly notify Toyoma Koi of any suspected unauthorized access to or use of Buyer's account. Toyoma Koi may treat a bid submitted through Buyer's account as authorized unless Buyer notified Toyoma Koi of the unauthorized access before the bid was submitted.

Account Restrictions

Each individual or business entity may maintain only one active account unless Toyoma Koi authorizes additional accounts or users in writing. Buyer may not create or use multiple accounts to manipulate bidding, circumvent bidding rules, avoid payment obligations, or evade an account restriction or suspension.

Bid Accuracy

Buyer is responsible for reviewing and confirming the amount and terms of each bid before submitting it. Toyoma Koi is not obligated to modify, reverse, or cancel a bid submitted in error. Toyoma Koi may correct or cancel a bid when reasonably necessary to address fraud, unauthorized account access, a technical or listing error, or conduct affecting the integrity of an auction.

The **20% cancellation fee** should be confirmed with the client before this section is finalized.

PRICING AND PAYMENT

Prices

All prices are stated in United States Dollars (USD) and are subject to change without notice. The price charged for each Koi will be the fixed price displayed when Buyer places an order or, for an auction purchase, the amount of the Winning Bid, unless a pricing or listing error has occurred as described below.

Pricing and Listing Errors

If a Koi is listed at an incorrect price or with materially incorrect auction information due to a typographical error, system malfunction, or other mistake, Toyoma Koi reserves the right to correct the error or refuse or cancel the affected order or auction transaction, whether or not an Order Confirmation has been sent or the auction has closed. If Toyoma Koi cancels a transaction after payment has been processed, Toyoma Koi will refund the amount paid for the affected Koi. Toyoma Koi may offer Buyer an opportunity to purchase the Koi at the correct price or under the corrected listing terms.

Taxes and Fees

Buyer is responsible for all applicable sales tax, use tax, excise tax, and other governmental fees or charges imposed on the purchase or shipment of Koi. Taxes will be calculated and added to the order total at checkout based on the shipping address provided.

Payment Deadline

Payment for a fixed-price purchase is due in full when Buyer submits the order. Payment of the Winning Bid for an auction purchase must be received within three (3) calendar days after the auction closes. Shipping charges and any other separately invoiced amounts must be paid before shipment.

Payment Methods

Toyoma Koi accepts credit and debit cards (Visa, Mastercard, American Express, and Discover) processed through Stripe. By providing payment information, you represent and warrant that you are authorized to use the payment method provided, that sufficient funds or credit are available to cover the full purchase price, Winning Bid, taxes, and shipping charges, and that all payment information provided is true, accurate, and complete.

Payment Processing

Payment authorization and processing occur when you submit your order or payment for an auction purchase. Toyoma Koi utilizes Stripe as its third-party payment processor and does not store complete credit card information on its servers. If payment is declined or fails for any reason, Toyoma Koi reserves the right to cancel the order or auction purchase and is not obligated to hold inventory or honor the order price or Winning Bid.

Failure to Pay

If Buyer fails to pay a Winning Bid or any other amount when due, Toyoma Koi may cancel the transaction, offer the Koi to another bidder, relist the Koi, suspend or terminate Buyer's account or bidding privileges, impose any applicable cancellation fee authorized under these Terms, and exercise any other remedy available under these Terms or applicable law. Cancellation of the transaction or suspension or termination of Buyer's account does not relieve Buyer of any payment or other obligation arising before the cancellation, suspension, or termination.

SHIPPING AND DELIVERY

Shipping Methods

Toyoma Koi ships live koi by air cargo. Carrier and routing are selected by Toyoma Koi in its sole discretion based on weather conditions, destination, and the requirements of live animal transport. For questions about shipping, contact Toyoma Koi directly prior to placing your order or bid.

Shipping Costs

Shipping charges for air cargo vary based on order size, weight, and destination. Shipping charges are separate from and are not included in the fixed purchase price or Winning Bid. Toyoma Koi will provide Buyer with an estimate of shipping costs; however, Toyoma Koi cannot guarantee the final shipping charge. Buyer is responsible for all actual shipping costs, which will be confirmed prior to shipment. Shipping costs are not collected at checkout and must be paid before shipment.

Shipping Destinations

Toyoma Koi ships to addresses within the continental United States only. Toyoma Koi does not ship to P.O. boxes, APO/FPO addresses, Hawaii, Alaska, or international destinations.

Holding and Combined Shipments

Subject to Toyoma Koi's approval, Buyer may combine multiple paid purchases or auction wins into a single shipment. Toyoma Koi will hold purchased Koi without an additional holding charge for up to thirty (30) days from the date of purchase or close of the applicable auction (the "Holding Period"), provided Buyer pays all amounts due within the applicable payment deadline.

After the Holding Period expires, Buyer will be responsible for boarding or holding fees at the rate disclosed by Toyoma Koi. Buyer must pay all boarding or holding fees before shipment. If Buyer does not schedule shipment within the Holding Period, Toyoma Koi may cancel the transaction and deduct any cancellation, boarding, or holding fees authorized under these Terms from any refund otherwise due.

Delivery Requirements

Because Koi are live animals transported by air, prompt receipt is critical to their health and survival. Buyer or an authorized recipient must be available to accept delivery immediately upon the Koi's arrival at the destination air cargo facility or delivery point. An adult eighteen (18) years or older must be present to receive the shipment. Immediate unpacking and acclimation upon receipt is required. Toyoma Koi is not responsible for the health or survival of Koi that are not promptly collected after arrival.

Delivery Delays

Toyoma Koi is not responsible for delays caused by carrier delays, routing errors, or mechanical failures; extreme weather conditions; inaccurate or incomplete shipping address or contact information provided by Buyer; or Buyer's failure to be available to accept delivery as scheduled.

Weather Holds

Toyoma Koi may delay shipment if weather conditions at origin, destination, or any point along the air cargo route present a risk to Koi health and survival. Toyoma Koi will notify Buyer of any weather hold and provide an updated shipping estimate. A weather hold does not constitute a cancellation of the purchase or relieve Buyer of any payment obligation.

Risk of Loss

Risk of loss and title to Koi pass to Buyer upon delivery to the air carrier. Toyoma Koi is not liable for loss, damage, or death of Koi occurring during transit, except as provided in the Live Arrival Guarantee below.

LIVE ARRIVAL GUARANTEE AND DOA POLICY

Guarantee Coverage

Toyoma Koi guarantees that Koi will arrive alive and without visible signs of material illness or injury, subject to the terms and conditions of this section. The live-arrival portion of this guarantee applies at the time of delivery. Subject to the exclusions below, Toyoma Koi also provides a limited health guarantee for two (2) weeks after delivery (the “**Guarantee Period**”).

DOA Claims

To submit a claim for Koi that arrives dead, Buyer must notify Toyoma Koi via email at roland@toyomakoi.com or by telephone at (714) 931-0125 or (714) 832-8967 within twenty-four (24) hours of delivery, and provide clear, time-stamped photographs showing: the sealed shipping box with visible shipping label and date; the opened box showing the interior packing materials and bags; each deceased Koi in its unopened bag; and a water temperature reading from the shipping bag. If requested by Toyoma Koi, Buyer must also provide a continuous, unedited video of the unboxing process. Buyer must retain all shipping materials, bags, packing slips, and deceased Koi for seven (7) days in case Toyoma Koi requires additional documentation or inspection.

Health Claims During the Guarantee Period

To submit a claim for a Koi that arrives with visible signs of material illness or injury or becomes materially ill or dies during the Guarantee Period, Buyer must notify Toyoma Koi within twenty-four (24) hours after Buyer first observes the illness, injury, or death. Buyer must provide clear, time-stamped photographs or videos of the affected Koi and, upon request, information concerning acclimation, quarantine, water temperature, pH, ammonia, nitrite, nitrate, pond or tank conditions, and any treatment provided. Buyer must take reasonable steps to mitigate further illness or injury and follow any reasonable care instructions provided by Toyoma Koi.

Exclusions from Guarantee

The guarantees described in this section do not apply if: Buyer was not available to accept delivery at the scheduled time, resulting in delayed receipt or re-delivery attempts; Buyer did not follow recommended acclimation or quarantine procedures provided by Toyoma Koi; death or illness occurs after the Guarantee Period expires; Buyer fails to provide required photographic or video evidence within twenty-four (24) hours after the applicable event; Buyer requested shipment despite Toyoma Koi's recommendation to delay due to extreme weather conditions; Buyer provided an incorrect, incomplete, or unattended delivery address; Buyer failed to maintain appropriate water quality, temperature, filtration, oxygenation, or other environmental

conditions; Buyer introduced the Koi to other fish without appropriate quarantine; or loss results from causes beyond Toyoma Koi's reasonable control as described in the Force Majeure section.

Remedies for Valid Claims

If Toyoma Koi determines that a claim is valid, Toyoma Koi will, in its sole discretion, ship a replacement Koi of the same or comparable variety at no additional charge during the next available shipping window; issue a store credit equal to the purchase price of the affected Koi, valid for twelve (12) months from the date of issuance; or issue a refund of the purchase price of the affected Koi to the original payment method.

Shipping Cost Exclusion

The guarantees described in this section do not cover shipping costs. Shipping charges are non-refundable unless the entire order arrives dead or Toyoma Koi cancels the shipment.

Limitation

The remedies described in this section are Buyer's sole and exclusive remedies for Koi that arrive dead or in poor health. Toyoma Koi's total liability under this section is limited to the purchase price of the affected Koi.

RETURNS, REFUNDS, AND CANCELLATIONS

Live Koi Returns

Due to biosecurity and animal welfare concerns, Toyoma Koi does not accept returns of live Koi under any circumstances. All sales of live Koi are final, except for any remedy expressly provided under the Live Arrival Guarantee and DOA Policy or required by applicable law.

Order Cancellation by Buyer

Buyer may cancel a fixed-price order only if the cancellation request is submitted before Toyoma Koi sends the Order Confirmation, by email to roland@toyomakoi.com or by telephone at (714) 931-0125 or (714) 832-8967. Once an Order Confirmation is sent, the order cannot be canceled by Buyer, except as expressly provided in these Terms or required by applicable law.

Auction bids and Winning Bids may not be canceled or retracted except with Toyoma Koi's express approval as provided in the Bidding Rules and Buyer Obligations section. If Toyoma Koi approves the cancellation of a Winning Bid, Buyer may be responsible for the applicable cancellation fee and any boarding, holding, shipping, or other charges incurred before cancellation.

Order or Auction Cancellation by Toyoma Koi

Toyoma Koi reserves the right to cancel any order or auction transaction for any reason, including but not limited to Koi unavailability, illness, injury, or death; inventory errors; pricing or listing errors; suspected fraudulent activity or payment issues; Buyer's location or order

violating applicable laws or regulations; Buyer's violation of these Terms; a technical failure affecting the integrity of an auction; or unsafe shipping conditions that persist beyond a reasonable timeframe.

If Toyoma Koi cancels an order or auction transaction after payment has been processed, Toyoma Koi will issue a full refund of all amounts paid for the canceled transaction, including any shipping charges paid but not incurred, to the original payment method within six (6) to ten (10) business days after cancellation. Buyer will not be entitled to a refund of shipping, boarding, holding, or other charges already incurred at Buyer's request, except as required by applicable law.

WARRANTIES AND DISCLAIMERS

Limited Warranty

The Live Arrival Guarantee and limited health guarantee described in the Live Arrival Guarantee and DOA Policy section are the only express warranties Toyoma Koi provides concerning the health, condition, or survival of Koi.

Disclaimer of Implied Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TOYOMA KOI PROVIDES ALL KOI "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOYOMA KOI DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

No Guarantee of Survival

Toyoma Koi does not warrant or guarantee that Koi will survive after the Guarantee Period. Koi health and survival depend on numerous factors outside Toyoma Koi's control, including proper acclimation procedures and duration; quarantine procedures; water temperature, pH, ammonia, nitrite, and nitrate levels in Buyer's pond or aquarium; compatibility with existing Koi and pond inhabitants; feeding, filtration, and overall husbandry practices; and pond size, water flow, and other environmental factors.

No Guarantee of Appearance, Development, or Show Quality

Toyoma Koi does not warrant or guarantee that any Koi will retain or develop a particular color, pattern, size, body conformation, or other physical characteristic; achieve or maintain show-quality status; receive any particular classification, rating, or award; or develop in the manner anticipated by Buyer. Natural changes in a Koi's appearance or development do not constitute a defect or breach of warranty.

No Breeding Guarantee

Toyoma Koi makes no representations or warranties regarding the sex, breeding capability, or reproductive success of any Koi.

Accuracy of Information

While Toyoma Koi strives to provide accurate descriptions, care requirements, and variety guidance, Toyoma Koi does not warrant that such information is complete, accurate, or current. Buyer is responsible for independently researching and verifying care requirements for all purchased Koi and maintaining the knowledge, equipment, and facilities reasonably necessary for their proper care.

PRIVACY

Toyoma Koi's collection, use, and disclosure of personal information is governed by its Privacy Policy, available at toyomakoi.com/policies/privacy-policy. By registering for an account, placing an order or bid, or submitting payment, Buyer acknowledges that Buyer has reviewed the Privacy Policy.

INTELLECTUAL PROPERTY

Ownership

All content on the Website, including but not limited to text, graphics, logos, images, photographs, videos, software, auction listings, and compilations thereof (the “**Content**”), is the property of Toyoma Koi or its licensors and is protected by United States and international copyright, trademark, and other intellectual property laws.

Limited License

Toyoma Koi grants Buyer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Website and Content solely for personal or internal business purposes in connection with reviewing, bidding on, or purchasing Koi.

Trademarks

Toyoma Koi's name, logo, and product names are trademarks of Toyoma Koi International Inc. Buyer may not use any trademarks without Toyoma Koi's prior written consent.

User Conduct and Prohibited Activities

Buyer agrees to use the Website and auction platform and purchase Koi in compliance with these Terms and all applicable laws and regulations. Buyer shall not:

- **False Information.** Provide false, inaccurate, or misleading information during registration, bidding, checkout, payment, or communications with Toyoma Koi.

- **Unauthorized Access.** Access or attempt to access any account, portion of the Website or Toyoma Koi's systems to which Buyer has not been granted access, share account credentials, or use another person's account without authorization.
- **Multiple Accounts.** Create or operate multiple accounts in violation of these Terms.
- **Auction Manipulation.** Coordinate bids, engage in shill bidding, artificially affect an auction price, use automated means to place bids, or otherwise interfere with a fair auction process.
- **Interference.** Interfere with or disrupt the Website, auction platform, servers, or networks connected to the Website, or introduce malware, malicious code, or other harmful technology.
- **Illegal Purposes.** Use the Website, auction platform, Content, or Koi for any unlawful purpose, including but not limited to violating wildlife protection laws, endangered species regulations, or import/export restrictions.
- **Harassment.** Harass, threaten, or abuse Toyoma Koi's employees, contractors, or other customers or users.

Violation of this section may result in immediate termination of Buyer's account, cancellation of pending orders or bids, and prohibition from future purchases or auctions. Toyoma Koi reserves the right to report violations to appropriate law enforcement authorities.

RESTRICTIONS

Buyer shall not copy, reproduce, distribute, publicly display, sell, license, or create derivative works from any Content without Toyoma Koi's prior written permission; use any Content for an unauthorized commercial purpose or public display; modify, reverse engineer, decompile, or disassemble any portion of the Website or its underlying software, except to the extent such restriction is prohibited by applicable law; or use any automated means (including bots, scrapers, or spiders) to access or collect information from the Website, monitor an auction, or place a bid.

Buyer also may not remove or alter any copyright, trademark, or other proprietary notice or use any photograph, video, or listing to advertise or sell a Koi without Toyoma Koi's prior written consent.

TECHNICAL FAILURES AND PLATFORM AVAILABILITY

This entire section is new.

Platform Availability

Toyoma Koi does not guarantee that the Website, auction platform, or related services will be continuously available, uninterrupted, secure, or error-free. Access to the Website or auction platform may be delayed, suspended, or unavailable because of maintenance, technical failures, system capacity, third-party services, internet disruptions, or other circumstances.

Buyer Connectivity and Equipment

Buyer is responsible for maintaining the internet connection, equipment, software, browser, and account access necessary to participate in an auction or complete a purchase. Toyoma Koi is not responsible for a missed or delayed bid resulting from Buyer's internet, Wi-Fi, or mobile-network connection; equipment, browser, software, or hardware; third-party internet service provider; incorrect contact information; email filtering; or failure to monitor an auction.

A technical or connectivity problem originating with Buyer will not void a bid or require Toyoma Koi to extend, reopen, or cancel an auction.

Notification Delays

Bid confirmations, outbid notices, winner notifications, and similar communications may be delayed and may not occur in real time. Buyer is responsible for monitoring the applicable auction and Buyer's account and should not rely exclusively on email, text-message, or other notifications.

Platform Failures and Auction Integrity

If a material failure of Toyoma Koi's auction platform interferes with bidding or otherwise affects the integrity of an auction, Toyoma Koi may extend, suspend, or reopen the affected auction; void the auction and relist the Koi; cancel affected bids; conclude the auction based on valid bids received before the failure; or take other reasonable action necessary to preserve the integrity of the auction.

Toyoma Koi will determine the appropriate response based on the circumstances, the extent of the failure, and the integrity of the bidding process.

Disclaimer of Liability for Technical Failures

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOYOMA KOI WILL NOT BE LIABLE FOR ANY MISSED BID, DELAYED BID, FAILED PURCHASE, OR OTHER LOSS ARISING FROM BUYER'S INABILITY TO ACCESS THE WEBSITE OR AUCTION PLATFORM; DELAYS IN BID PROCESSING OR NOTIFICATION DELIVERY; INTERRUPTIONS OR ERRORS IN THE AUCTION PLATFORM; OR FAILURES INVOLVING BUYER'S INTERNET CONNECTION, DEVICE, SOFTWARE, OR THIRD-PARTY SERVICE PROVIDER, SUBJECT TO THE LIMITATION OF LIABILITY BELOW.

LIMITATION OF LIABILITY

Maximum Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOYOMA KOI'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, ANY ORDER, BID, AUCTION, OR PURCHASE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE SPECIFIC KOI GIVING RISE TO THE CLAIM.

Exclusion of Consequential Damages

IN NO EVENT SHALL TOYOMA KOI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITIES; LOSS OF DATA, USE, OR GOODWILL; A MISSED BID OR LOST OPPORTUNITY TO PURCHASE KOI; DAMAGE TO OTHER KOI, POND INHABITANTS, EQUIPMENT, OR PROPERTY; EMOTIONAL DISTRESS OR MENTAL ANGUISH; OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THESE LIMITATIONS APPLY EVEN IF TOYOMA KOI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Application of Limitations

Some jurisdictions do not allow certain exclusions or limitations of liability. Accordingly, the exclusions and limitations in these Terms apply only to the maximum extent permitted by applicable law. Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited.

INDEMNIFICATION

Buyer agrees to indemnify, defend, and hold harmless Toyoma Koi International Inc., its officers, directors, employees, agents, affiliates, and suppliers (collectively, the “**Indemnified Parties**”) from and against any third-party claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or related to Buyer’s breach of these Terms or violation of any representation or warranty herein; Buyer’s misuse, neglect, or improper care of purchased Koi; Buyer’s violation of any applicable federal, state, or local law related to the purchase, possession, care, transfer, or keeping of live Koi; claims by third parties arising from Buyer’s possession, care, sale, transfer, or release of Koi purchased from Toyoma Koi; Buyer’s unauthorized or unlawful use of Buyer’s account; or Buyer’s failure to obtain required permits or licenses.

Toyoma Koi reserves the right to assume the exclusive defense and control of any matter subject to indemnification by Buyer, in which case Buyer agrees to cooperate reasonably with Toyoma Koi’s defense of such claim. Buyer may not settle any claim in a manner that imposes liability or an obligation on an Indemnified Party without Toyoma Koi’s prior written consent.

FORCE MAJEURE

Toyoma Koi shall not be liable or deemed to be in breach of these Terms for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquake, wildfire, or other natural disasters; extreme or unseasonable weather conditions; war, terrorism, civil unrest, or labor disruptions; government restrictions, embargoes, or quarantines; power outages or telecommunications or internet failures; transportation disruptions or failure of suppliers, carriers, or other third-party service providers;

Koi or aquaculture disease outbreaks, epidemics, or pandemics; or computer system or auction-platform failures or cyberattacks.

During such an event, Toyoma Koi's affected obligations will be suspended for the duration of the event and for a reasonable period thereafter. Toyoma Koi may delay shipment; suspend, reschedule, or cancel an auction; cancel affected bids or transactions; or take other reasonable action necessary to protect the health of Koi and the integrity of its operations.

Toyoma Koi will use commercially reasonable efforts to notify affected Buyers and resume performance as soon as practicable. If Toyoma Koi determines that performance of an affected transaction is permanently impossible, Toyoma Koi may cancel the transaction and refund amounts paid for the unfulfilled transaction, less any shipping, boarding, holding, or other charges already incurred at Buyer's request.

GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law

These Terms and any disputes arising out of or related to these Terms or any order, bid, auction, or purchase shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles.

Venue and Jurisdiction

Any action or proceeding arising out of or related to these Terms that is not subject to arbitration as set forth below shall be brought exclusively in the state or federal courts located in Orange County, California. Buyer irrevocably consents to the personal jurisdiction and venue of such courts and waives any objection based on inconvenient forum, except to the extent otherwise required by applicable law.

Binding Arbitration

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR ANY ORDER, BID, AUCTION, OR PURCHASE, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY FINAL AND BINDING ARBITRATION IN ORANGE COUNTY, CALIFORNIA BEFORE A SINGLE ARBITRATOR.

THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES THEN IN EFFECT, WHICH ARE AVAILABLE AT WWW.ADR.ORG. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE EITHER PARTY FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

BY AGREEING TO THESE TERMS, BUYER AND TOYOMA KOI EACH WAIVE THE RIGHT TO A TRIAL BY JURY.

Small Claims

Notwithstanding the foregoing, either party may bring an individual action in a small claims court having jurisdiction over the dispute, provided that the claim qualifies under the applicable jurisdictional limits and procedural requirements of that court. Any small claims action must remain in small claims court and may not be removed or appealed to a court of general jurisdiction except as permitted by law.

Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. BUYER AGREES THAT, BY ENTERING INTO THESE TERMS, BUYER AND TOYOMA KOI EACH ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

GENERAL PROVISIONS

Entire Agreement

These Terms, together with any policies expressly incorporated into these Terms, constitute the entire agreement between Buyer and Toyoma Koi regarding the subject matter hereof and supersede all prior or contemporaneous agreements, communications, representations, and understandings, whether written or oral.

Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be made enforceable, it shall be severed from these Terms. The remaining provisions shall continue in full force and effect.

Waiver

No waiver of any provision of these Terms shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Assignment

Buyer may not assign, transfer, or delegate any rights or obligations under these Terms without Toyoma Koi's prior written consent. Toyoma Koi may assign these Terms or any rights hereunder without Buyer's consent in connection with a merger, acquisition, reorganization, sale of assets, or transfer of its business. Any attempted assignment in violation of this provision is void.

No Third-Party Beneficiaries

These Terms are for the sole benefit of the parties and their permitted successors and assigns. Nothing in these Terms, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

Notices

All notices required or permitted under these Terms shall be in writing and shall be deemed given when delivered via email to the email address provided by Buyer in connection with Buyer's account, order, or bid or to roland@toyomakoi.com or info@toyomakoi.com for notices to Toyoma Koi, or when delivered by certified mail, return receipt requested, to the address provided by Buyer or to Toyoma Koi International Inc., 17721 Anglin Lane, Tustin, CA 92780 for notices to Toyoma Koi.

Email notices will be deemed received when sent unless the sender receives a notice of no delivery. Notices sent by certified mail will be deemed received upon delivery.

Survival

Provisions of these Terms that by their nature should survive completion, cancellation, expiration, or termination of a transaction or these Terms shall survive, including but not limited to payment obligations, warranty disclaimers, limitation of liability, indemnification, governing law, intellectual property, and dispute resolution.

Electronic Communications

Buyer consents to receive administrative and transactional communications from Toyoma Koi electronically, including via email and, if Buyer provides a mobile telephone number for that purpose, text message. Electronic communications satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

No Agency

Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between Buyer and Toyoma Koi. Buyer has no authority to bind Toyoma Koi in any manner.

Headings

Section headings are for convenience only and shall not affect the interpretation of these Terms.

Account Suspension and Termination

Toyoma Koi may suspend, restrict, or terminate Buyer's account or bidding privileges if Buyer violates these Terms or applicable law; fails to pay or repeatedly makes late payments; retracts a bid without authorization; refuses to complete a purchase; provides false or misleading information; creates or operates unauthorized accounts; attempts to manipulate bidding or auction results; interferes with the Website or auction platform; or engages in fraudulent, abusive, threatening, or harmful conduct.

Toyoma Koi may cancel pending bids or transactions when reasonably necessary to protect Toyoma Koi, other users, Koi, or the integrity of an auction. Suspension or termination does not relieve Buyer of any payment or other obligation arising before the suspension or termination.

Contact Information

For questions, concerns, or notices regarding these Terms or any order, bid, auction, or purchase, please contact Toyoma Koi at:

Toyoma Koi International Inc.
Attn: Customer Service
17721 Anglin Lane, Tustin, CA 92780
Email: roland@toyomakoi.com or info@toyomakoi.com
Phone: (714) 931-0125 or (714) 832-8967