

# BIDDER

## TERMS & CONDITIONS

*We advise all bidders to read the Terms and Conditions of the Sale before bidding with Dan Morphy Auctions LLC and/or its affiliates Morphy Firearms LLC, and Morphy Auctions, Las Vegas collectively referred to below as MORPHY'S. Those who bid are bound by those Terms and Conditions of the Sale, as amended by any oral announcement or posted notices, which together form the contract of the sale between the successful bidder (purchaser), MORPHY'S and the seller (consignor) of the lot.*

### TERMS OF SALE

When bidding on any lot offered by MORPHY'S, the bidder indicates acceptance of the following Terms of Sale. Any participation in the auction binds you to agreement of these terms whether or not you read or understand said terms.

### CONDITION OF ITEMS

MORPHY'S makes every effort to accurately describe all items offered in its sales, however all items for sale are "as is," and it is the bidder's responsibility (present or absentee bidders) to determine the exact condition of each item. MORPHY'S will not be held responsible for typographical errors. Neither we nor the consignor, make any guarantees, warranties, or representation expressed, or implied, in regard to the property or the correctness of the catalog or other description of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibition, literature or historic relevance of the property or otherwise. No statement anywhere whether oral or written, shall be deemed such a guarantee, warranty or representation. Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been restored. It is the bidder's responsibility to initiate contact with Morphy's in request for additional information regarding the items. Submit all questions regarding upcoming auction items at least 48 hours prior to the date of auction. We will make every effort to answer all submitted questions in a timely manner. However, we cannot guarantee that questions submitted within 48 hours of the auction date will be answered prior to the auction. The consignor and we make no representation or warranty as to whether the purchaser acquires any reproduction rights in the property. Returns will not be accepted under any circumstances. All items will be available for preview approximately one (1) month prior to the auction.

All items are sold for display purpose. If electrical, mechanical, or other working parts are inoperable, even if working at the time of sale, we are not liable due to the inherent nature of the age of these antiques and items.

Submit all questions regarding upcoming auction items at least 48 hours prior to the date of auction. We will make every effort to answer all submitted questions in a timely manner. However, we cannot guarantee that questions submitted within 48 hours of the auction date will be answered prior to the auction.

**AUTOMOBILES** – These terms do NOT apply to our automobile auctions. To view the terms and conditions for our Automobile Auctions, please go to: [www.morphyauctions.com/autoterms](http://www.morphyauctions.com/autoterms)

**FIREARMS** – All firearms transfers will be in strict accordance with all International, Federal, State and local laws. Be sure to check your country, state and local laws before bidding. If you are unable to import, purchase or own a firearm according to your residency laws, do not bid on these items. If you bid and find out later you cannot legally own/accept delivery, the bid is still a valid contract that the buyer must pay.

- Condition of Firearms and Related Items

- o Condition is always a subjective evaluation. Final responsibility rests with the buyer to assess the condition of items. It is not possible to adequately describe in text or photos an antique or collectible item, and many modern items, that have seen use and show wear. MORPHY'S's goal at all times is to be as fair and honest in our catalog descriptions. MORPHY'S recommends that you personally inspect all items, or enlist a trusted professional to do so for you.

- o MORPHY'S will only consider a refund when there is a major description discrepancy or authenticity issue that has a major effect on value. Examples that apply are major restoration or repair not described, counterfeits, reproductions or major fabrications.

- o MORPHY'S will not refund sales with buyers that have disputes regarding a firearm's bore condition.

- o If the discrepancy is less than major, MORPHY'S will not under any circumstance provide a refund. This means that if you are purchasing an item and find undisclosed blemishes, finish differences, wood-to-metal fits issues, surface cracks or chips in wood, dings and dents, and other similar differences, it will not qualify for refund consideration.

- o Should the buyer have a major dispute regarding an item, the buyer must notify MORPHY'S within three (3) days of receipt of the item to receive consideration. MORPHY'S in its sole discretion may provide refunds for major description discrepancies or authenticity issues. Should MORPHY'S deny an authenticity issue dispute of the buyer, and the buyer is not satisfied, the buyer may, at his or her own expense, obtain the written opinion of two mutually agreed upon recognized experts in the field of the disputed item. The final decision of those experts will determine any refund consideration.

- o There will be no options for refunds of any type beyond 35 calendar days from the auction date.

- o Paying late and thus receiving items late will not change the limitation on the dates above for refund consideration. MORPHY'S ships items in order of payment.

- o These terms are available only to the original buyer of record. All sales are final.

- Firearms Catalog Designations

- o A: antique

- o M: modern (post 1898), Federal Firearms License (FFL) requirements apply

- o C: curio & relic eligible

- o N: National Firearms Act / Title II Gun Control Act of 1968 (Class III SOT) requirements apply

- o ^: Modern firearm imported from Canada, will have an unassuming marking that contains at least "BV LYNDEN WA" and any of the following not already marked on the firearm: serial number, caliber, country of manufacture, manufacturer name and model. Marking letters are 1/16" tall and just over 0.3" deep. Buyers must consider this in their bidding. Marking will not appear on antique firearms imported from Canada.

- Checkout and pickup at our location:

- o The same person to whom the bidder number is registered must be the person to pick up the firearm(s) at the conclusion of the sale – Federal Law disallows anyone else from accepting the transfer.

- o Modern firearms sales to non-licensed bidders who are picking up guns at our location will require the completion of a form

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# BIDDER TERMS & CONDITIONS

4473 background check.

o PA auctions only - Handgun purchases also require an additional PICS form/background check for each handgun purchased. This process to fill out forms and obtain a response may take 5-10 minutes. Any applicable state fees associated with these checks will be added to the customer's invoice.

o NV auctions only - If you have a Conceal & Carry permit issued July 1, 2011 or later, you do not need to complete the background check.

o If you are "Denied" by FBI / PICS background check, you will not be able to take possession of the firearm and the firearm will be consigned to the next available firearm auction. If you do not pay for the item in full, bidder will be blocked from participating in future firearm auctions.

o If you are appealing a "Denied" decision, we will hold the firearm only if you pay in full.

o Licensed bidders, i.e. Federal Firearms licensees or Curios & Relics license holders must present a current signed copy of their license. C&R licensee purchases must conform to the BATF C&R requirements.

o Class 3 weapons processing depends on if the purchaser is a dealer or an individual

Dealers: Need a copy of FFL and SOT license.

Estimated time for processing and approval of the required Form 3 is two months.

Individuals: Law requires a completed Form 4.

MORPHY'S will assist in preparing and getting steps done, includes fingerprint, photo, and a fee of \$200. Estimated time for processing and approval of Form 4 is 6-8 months.

## • Shipping

o PA auctions only - Non-Residents of Pennsylvania may not pickup modern handguns. Any firearms shipped are legally required to be shipped to an ATF licensed FFL dealer within your state of residence for transfer and pickup. You will be responsible for all shipping and transfer costs incurred.

o NV auctions only - Non-Residents of Nevada may not pickup modern handguns.

o Modern handguns are required to be shipped via FedEx 2-Day Air.

o Modern long guns are shipped via FedEx ground to the FFL dealer.

o Upon paying for the firearm you can contact a licensed dealer to send their FFL to firearms@morphyauctions.com with the paid invoice number notated.

o MORPHY'S will not be responsible for exporting modern firearms or any ammunition. Buyer may contact Borderview International Firearm Logistics or another third party provider. Borderview may be contacted prior to bidding for pricing, process and timeline information.

• Long guns will only be sold to persons 18 years of age, or older. Handguns will only be sold to those persons 21 years of age, or older. Dealers are bound by these minimum age requirements.

• Since all firearms sold are "collectible" items, MORPHY'S does not test the safety or warrant functionality of these firearms. All firearm purchases should be examined by a certified gunsmith prior to shooting.

• MORPHY'S reserves the right to deny the sale of a firearm to any buyer.

**GOODS MADE FROM OR CONTAINING MATERIALS FROM PROTECTED SPECIES** - MORPHY'S does not accept any responsibility

or liability for the sale of items containing materials from protected species or for any omission in marking or labeling goods as containing materials from protected species. Such material includes, but is not limited to, ivory from elephants and walrus, tortoise shell, crocodile skin, whalebone, rhinoceros horn, some species of coral and certain woods. Restrictions on the importation, exportation, sale, transfer, and/or possession of goods containing materials from protected species derive from international, federal, and state laws and regulations promulgated thereunder. Laws include, but are not limited to, the Convention on International Trade in Endangered Species of Flora and Fauna (CITES), the Endangered Species Act (ESA) and the Marine Mammals Protection Act (MMPA). States currently restricting trade of protected species include, but are not limited to, California, New York and New Jersey.

Prospective purchasers are on notice that several countries completely prohibit importation of property made, all or in part, of protected materials. Some countries require special permits, such as a CITES permit, from the relevant regulating authority in the countries of exportation and importation as well. Potential purchasers intending to import the property into another country should be familiar with the relevant customs laws and regulations prior to bidding on goods containing material from protected species. Regulations may vary as the U.S. generally prohibits importation of articles containing material(s) from species it has designated endangered or threatened if the articles are less than 100 years old, subject to certain exceptions.

It shall be the potential purchaser's sole responsibility to research and satisfy the requirements of any laws and regulations that apply to the import and export of property as described in the aforementioned paragraphs. All purchasers agree to comply with any and all domestic and international restrictions on the trade of protected species as a condition of the sale. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license or certificate in another country, and vice versa. It is the purchaser's responsibility to obtain any export or import licenses and/or certificates as well as any other required documentation. MORPHY'S is not able to assist the purchaser in attempting to obtain the appropriate licenses and/or certificates, and there is no assurance that an export license or certificate can be obtained. The inability or delay in obtaining permits, licenses or other permissions to import or export goods containing material from protected species will not constitute a basis for rescission or cancellation of the sale of said goods or the delay in payment of purchased items in accordance with these Bidder Terms and Conditions.

## Grading Scale:

*Near Mint Plus 97% - 100%    Near Mint 90% - 96%*  
*Excellent 80% - 89%        Very Good 70% - 79%*  
*Good Below 70%*

## BIDDING RIGHTS & RESPONSIBILITIES

The auctioneer will determine the highest bidder. The auctioneer alone has the right to reopen the bidding of an item if deemed necessary due to a dispute. If there is a tie bid between the floor and Internet or absentee bid, the floor bid takes precedence. MORPHY'S and its representatives reserve the right to remove those attendees who impede preview and/or the auction. Title to all merchandise shall pass to the highest bidder at the fall of the auctioneer's hammer. The buyer will then assume all risk and full

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responsibility of the lot purchased once ownership has changed. We recommend that you arrange insurance for your items immediately upon becoming the highest bidder. MORPHY'S is not responsible for any errors in bids, omissions of bids, or failure to execute bids and shall have no liability to any bidder for any technical or other failure associated with the internet, absentee bidding, or telephone bidding.

- **ABSENTEE BIDDING** - MORPHY'S will accept absentee bids if pre-authorized by mail, fax or through [www.morphyauctions.com](http://www.morphyauctions.com) online. Absentee bidders must use the absentee bid form and clearly mark the lot number, title and maximum bid amount. Absentee bidding forms may be accessed online at [www.morphyauctions.com](http://www.morphyauctions.com). If there are two (2) identical bids placed on the same item, priority will be given to the first bid received. All bids must be left in increments as explained on our bid form. If a bid is "out of increment," the auctioneer has the right to round the bid up to the next correct increment. Bidders may preview, register and place bids online through our website, [www.morphyauctions.com](http://www.morphyauctions.com). Absentee and online bids placed through [www.morphyauctions.com](http://www.morphyauctions.com) will be auto charged to the credit card entered 48 hours after the end of the sale. If you wish to pay by another method please contact us within 48 hours after the sale. Seller(s) agree to allow the Auctioneer to accept and execute absentee bids in a competitive manner for potential buyers and under the Morphy Auctions absentee bidding terms and conditions. During the live sale, the auctioneer will execute your absentee bid competitively up to the maximum amount you have indicated.
- **ONLINE BIDDING** - Online bidding through [www.morphyauctions.com](http://www.morphyauctions.com), Live Auctioneers, Bidsquare, Proxibid, or other bidding platforms may be available; all Terms and Conditions still apply. A surcharge may be added for third party online platforms. Refer to your bidding platform of choice for the final buyer's premium. If there is a tie bid between the internet bidding venues and the floor, the floor bid takes precedence. If a credit card has been provided to one of the online bidding platforms, MORPHY'S reserves the right to use and charge the credit card if the winning bidder has not paid via another method by the 7 day term in Payment Terms below. Due to our fast paced auctions and bids coming from floor bidders, phone bidders, internet bidders and absentee bids, the auctioneer has the final word on all item(s) sold. You (the bidder) assume the risk of winning an item online and not having the item actually sell to you. This is due to the final call of the auctioneer and the operator not being able to re-open that lot. Online bidders are responsible for accidental bidding as if they bid normally.
- **BID RESULTS** – MORPHY'S will only contact successful bidders. Please allow 24-48 hours post auction to receive your official invoice from Morphy Auctions. The invoice will include item, hammer price, premium, packing and handling, shipping, insurance, and any other charges that apply. Please hold phone inquiries regarding bid success until after receiving your invoice. For verifications, MORPHY'S cannot provide winning bid information until the second business day after the auction. MORPHY'S will not provide bidder information to any outside sources.
- **TELEPHONE BIDDING** - **Requests for phone lines must be received at least three (3) days prior to the auction date.** MORPHY'S cannot guarantee phone lines but will make every attempt to accommodate those who wish to participate through that method. Phone lines are provided on a first come first served basis. Please visit [www.morphyauctions.com](http://www.morphyauctions.com) or call 877-968-8880 to request a call from our representatives during the live auction.

*Bid increments listed are a general guideline. Actual increments are at the auctioneer's discretion. If a lot does not receive a bid of 25% of the low estimate, the lot will be passed by the auctioneer.*

\$0 - \$500.....	\$25
\$500 - \$1,000.....	\$50
\$1,000 - \$2,000.....	\$100
\$2,000 - \$5,000.....	\$250
\$5,000 - \$10,000.....	\$500
\$10,000 +.....	Auctioneer's discretion

### RESERVES

The majority of our items are unreserved, but occasionally items may carry a moderate reserve. Please note that when a lot carries a reserve, the reserve is usually somewhere below our low estimate. In the case of a reserved item, the seller has authorized the auctioneer to bid on their behalf until the reserve price is reached.

### BUYER'S PREMIUM

A 23% buyer's premium will be added to all successful bids and is payable by the purchaser as part of the total purchase cost. If payment by cash, check, money order or wire transfer is made within 7 days of the sale a 3% discount may be taken on the Hammer price by the buyer. **DISCOUNT IS ONLY AVAILABLE IF INVOICE IS PAID WITHIN 7 DAYS from the sale date.** Split payments are subject to a 23% buyer's premium if a credit card is used as any form of total payment.. A surcharge will be added for certain third party online bidding platforms the bidder utilizes. Refer to your bidding platform of choice for the final buyer's premium.

### SALES TAX

Lots delivered to you, or your representative are subject to all applicable state and local taxes, unless appropriate permits are on file with MORPHY'S. Bidder agrees to pay MORPHY'S the actual amount of tax due in the event that sales tax is not properly collected due to: 1) an expired, inaccurate, or inappropriate tax certificate or declaration, 2) an incorrect interpretation of the applicable statute, 3) or any other reason. The appropriate form or certificate must be on file at and verified by MORPHY'S five days prior to Auction, or tax must be paid; only if such form or certificate is received by MORPHY'S within 4 days after the Auction can a refund of tax paid be made. Lots from different auctions may not be aggregated for sales tax purposes.

### PAYMENT

**Any invoice totaling more than \$100,000 must be paid within three (3) days. All other merchandise must be paid in full within seven (7) days of the date of the sale.** If payment by cash, check, money order or wire transfer is made within 7 days of the sale, a 3% discount on the Hammer price may be taken by the buyer. **DISCOUNT IS ONLY AVAILABLE IF INVOICE IS PAID WITHIN 7 DAYS from the sale date.** No discount is permitted on split payments where a credit card is used as any form of total payment. Payments can be made by going to your account online at [www.morphyauctions.com](http://www.morphyauctions.com), call 877-968-8880 or mail payment to: Dan Morphy Auctions LLC 2000 N Reading Rd, Denver, PA 17517.

*Absentee bids placed through [www.morphyauctions.com](http://www.morphyauctions.com) will be auto charged to the credit card entered 48 hours after the end of the sale. If you wish to pay by another method please contact us within 48 hours after the sale.*

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We accept Visa, MasterCard, Discover, American Express, personal checks, certified checks, wire transfers, money orders, and cash.

- We accept cash, wire transfer, check, certified checks and money orders only. No credit cards.
- **CREDIT CARD** – For first time buyers and credit card charges greater than \$2,500 buyers must complete the bottom portion of the invoice and must specifically sign the acknowledgement of the terms of sale before we will accept payment via credit card. We do offer the convenience of paying automatically by credit card. If you wish have your card automatically charged for all purchases please complete our “Authorization for Automatic Credit Card Use.” We have this form available online or upon request. Split payments are subject to a 23% buyer’s premium if a credit card is used as any form of total payment.
- **CHECK** - There will be a \$30 service charge for returned checks. Make checks payable to: Dan Morphy Auctions LLC. MORPHY’S reserves the right to hold items paid for by personal or company check until said check clears (14 days). MORPHY’S has the right to hold all checks over \$2,000. Customers who have an established successful buying history with MORPHY’S may be exempt from this. We will accept a personal or company check >\$2,000 and/or from a first time buyer if you provide a Bank Letter of Credit, available on our website, [www.morphyauctions.com](http://www.morphyauctions.com).
- **WIRE TRANSFERS** – There will be a \$30 charge added to all wire transfers less than \$2,000. Please add this amount to your invoice total before sending a wire transfer.

**In the few situations where a successful bidder does not remit payment when due, MORPHY’S will proceed with the legal steps necessary to protect its interests and will block the bidder from future auction participation.**

### PACKING/SHIPPING

- It is the bidder’s responsibility to take shipping and handlings & insurance costs into consideration when bidding on items.
- **BIDDERS PRESENT AND TAKING ITEMS AFTER AUCTION** – Since item liability transfers upon a successful bid, items paid for must be packed, transported and/or removed by the purchaser at his/her own risk after the close of the sale. We recommend that you arrange insurance for your items immediately upon becoming the highest bidder. If any employee or agent of MORPHY’S shall pack or transport the merchandise, it is fully at the risk and responsibility and expense of the purchaser. MORPHY’S shall not be held liable for any loss or damage that may be caused by the said agent or employee.
- **ITEMS NOT PICKED UP THE DAY OF THE SALE** – Packaging, shipping, and insurance on items will be made available as an added courtesy and cost. We recommend that you arrange insurance for your items immediately upon becoming the highest bidder. Again, if any employee or agent of MORPHY’S shall pack or transport the merchandise, it is fully at the risk and responsibility and expense of the purchaser. MORPHY’S shall not be held liable for any loss or damage that may be caused by the said agent or employee. All applicable charges will be applied. Shipping will be based on actual costs via FedEx, FedEx Freight, or USPS (best way). Handling and insurance will vary in cost depending on each invoice. All packages will be shipped with insurance. Items will ship seven to fourteen (7-14) business days after payment is received.
- **SHIPPING TERMS** - Morphy will ship all items to the buyer at the listed address via FedEx or other carriers, FOB Denver, Pennsylvania or FOB Las Vegas, NV or FOB other auction locations. Any risk of loss or damage to the item(s) during transit via FedEx,

- or any other carrier, in excess of the insurance provided by or purchased from Morphy, is at the risk of the buyer. Any additional insurance coverage should be purchased by the buyer through the carrier. Buyer releases Morphy from any and all claims for loss or damage to any item during transit and agrees to pay all costs of defense, including attorney’s fees, for any claims brought against Morphy for loss or damage occurring during transit.
- **INSURANCE** – Shipping insurance is automatically added up to \$1,000 for every package. If your package is valued at >\$10,000 we will also automatically add “Additional Insurance”, which you can decline by contacting us. If you wish to arrange for “Additional Insurance” for packages valued between \$1,000 and \$10,000 please contact us prior to payment and we can quote this additional insurance amount for you. Insurance for all 3rd party shipments must be arranged through that carrier.
- **INTERNATIONAL SHIPMENTS** – MORPHY’S has the capability to ship to international bidders. By law, MORPHY’S cannot, and will not, declare lesser values for any international purchases and all shipments will include the invoice with purchase totals including the buyer’s premium and shipping cost. All international bidders are responsible for knowing their country’s laws on importing items and for paying all customs and duties on the items.
- **3RD PARTY SHIPPING** of Large Items – Bidders MUST arrange and pay for 3rd party shipping when packages are a certain weight, length, or dimensional size.
  - Dimensional size is length (the longest measurement) + (height x 2) + (width x 2). For example a 36” x 36” x 12” package = 36 + (36 x 2) + (12 x 2) = 132”
  - USA home shipments must be <70 lbs. and <108” length and <165” dimensional size
  - USA business shipments must be <150 lbs. and <108” length and <165” dimensional size
  - International shipments must be <150 lbs. and <108” length and <130” dimensional size
  - There may be certain shipments that meet these requirements that will still require 3rd party shipping, and we will communicate the reason in those cases.
- **STORAGE FEE** – MORPHY’S will charge a storage fee of \$50/week for any items awaiting pickup for more than 14 days following the auction date.

### AGREEMENT REGARDING GOVERNING LAW, VENUE, AND LEGAL RIGHTS

I hereby understand and agree that any controversy or claim arising out of or relating to MORPHY’S Bidder Terms & Conditions, which includes this provision (hereafter referred to as “Terms & Conditions”), MORPHY’S, or the breach thereof (hereafter referred to as “Claims”), shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflict of law provisions. I hereby irrevocably submit to the personal jurisdiction of the appropriate court in Lancaster County, Pennsylvania in any action or proceeding arising out of or relating to the Claims and their enforcement, and I agree that any and all Claims must be adjudicated, heard, determined, and resolved in said court, and I hereby irrevocably waive any objection on the ground that any such action or proceeding in said court has been brought in an inconvenient forum. MORPHY’S failure to exercise or enforce any right or provision of these Terms & Conditions or any other legal rights, shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms & Conditions by MORPHY’S must be made in writing and signed by an authorized representative of MORPHY’S specifically referencing the provision(s) contained within the Terms & Conditions to be waived. Headings

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# BIDDER TERMS & CONDITIONS

used in the Terms & Conditions are for convenience only and are not to be relied upon. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions shall remain in full force and effect. These Terms & Conditions will inure to the benefit of, and are intended to be, enforceable by MORPHY'S, its parents, subsidiaries, affiliates, successors, assigns, members, directors, officers, and licensees. There are no third party beneficiaries to these Terms & Conditions; a person or entity who is not a party or signatory to these Terms & Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term or provision of these Terms & Conditions.

## POST SALE RETURN POLICY

MORPHY'S engages knowledgeable experts to provide catalog descriptions on the merchandise we sell. Every effort is made to ensure those descriptions are accurate and that they fully disclose any exceptions to condition. Any buyer who has made their payment within the due date of 7 calendar days who wishes to report a problem must notify MORPHY'S within three calendar (3) days of receipt of their purchased item. Buyers who have not made their payment within the due date of 7 days may not return any items under any circumstances. No lots purchased by floor bidders (including those bidders acting as agents for others) may be returned. A Return Authorization Number (RA#) must be issued by MORPHY'S before you ship anything back to our address. Any items arriving without a return authorization will not be given a refund. The item in question must be shipped with the RA# on the outside and inside of the package, with full insurance, so it arrives at MORPHY'S within one week of the aforementioned authorization

## PRIVACY

TO REVIEW OUR PRIVACY POLICY, PLEASE VISIT  
[WWW.MORPHYAUCTIONS.COM/PRIVACY-POLICY](http://WWW.MORPHYAUCTIONS.COM/PRIVACY-POLICY)

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