

Subscribers Terms and Conditions

1. INTRODUCTION.

- 1.1. The website www.findlotsonline.com (“**the Website**”) is managed, operated and maintained by Find Lots Online (ABN 67 556 445 054) of P.O Box 949, Woollahra, NSW 1350, Australia (“**Find Lots Online**”).
- 1.2. By registering as a subscriber on the Website (“**Subscriber**”), you are entering into a legally binding agreement with Find Lots Online and you acknowledge that you have read and understood these Terms and Conditions and agree to be bound by the same (“**the Agreement**”).
- 1.3. You must comply with all applicable laws and these Terms and Conditions, as may be amended from time to time with or without notice.
- 1.4. It is your responsibility to check the Website for updates to these Terms and Conditions. Any updates to these Terms and Conditions will apply from the date the updated Terms and Conditions are uploaded to the Website. Continuance of your Subscription and use of the Website is deemed acceptance of any updated Terms and Conditions unless you notify Find Lots Online otherwise.
- 1.5. You acknowledge and agree that Find Lots Online retains all rights over the Website and Services including but not limited to intellectual property rights and no right title or interest in the same is transferred by these Terms and Conditions.

2. SUBSCRIPTION

- 2.1. Find Lots Online offers four levels of subscription (“**Subscription**”). Upon acceptance of your Subscription application or renewal request (“**Application**”), Find Lots Online will provide you with the services set out on the Website for that type of Subscription (“**the Services**”).
- 2.2. Monthly Subscriptions will expire one calendar month after acceptance of your Application.
- 2.3. Annual Subscriptions will expire twelve months after acceptance of your Application.
- 2.4. Subscription upgrades will be calculated on a pro rata basis from date of upgrade to anniversary date.

- 2.5. To be entitled to apply for a Subscription and to use the Services, you agree that you meet the following criteria and you represent and warrant that you:
- (a) are 18 years of age or older and able to enter into contracts;
 - (b) are not currently restricted from access to the Services, or not otherwise prohibited from being a Subscriber;
 - (c) are not a competitor or potential competitor of Find Lots Online and are not using the Services for reasons that could compete with Find Lots Online;
 - (d) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party;
 - (e) will not violate any rights of Find Lots Online or any third party, including intellectual property rights;
 - (f) will not use the Website and Services except as provided for in this Agreement; and
 - (g) will not expressly state or imply any relationship or affiliation with Find Lots Online or endorsement by Find Lots Online except as expressly permitted by this Agreement;
- 2.6. On the condition that you comply with all your obligations under this Agreement, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable right to access, through a generally available web browser or mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of Find Lots Online), view and access information on the Website and use the Services in accordance with this Agreement.
- 2.7. We may modify, replace, refuse access to, suspend or discontinue the Website partially or entirely, or change and modify prices for all or part of the Services in our absolute discretion. All of these changes shall be effective upon posting on the Website or by direct communication to you unless otherwise noted.
- 2.8. By providing information to us, you represent and warrant that you are entitled to submit that information and that information is accurate, not confidential and not in violation of any contractual restrictions or other third party rights. It is your responsibility to keep your Find Lots Online profile information accurate and updated. Find Lots Online assumes no responsibility for your profile information being inaccurate or out of date.
- 2.9. Find Lots Online is entitled to use the information provided by you to contact you regarding anything connected with the Services or the Website including but not limited to other services offered by Find Lots Online or its affiliates, marketing and promotional campaigns.

3. SUBSCRIPTION FEES

- 3.1. You agree to pay the fees as detailed for that type of Subscription by credit card upon submission of the Application or as otherwise directed by us (“**Subscription Fees**”).
- 3.2. Subscription Fees must be paid annually in advance for annual Subscriptions or monthly in advance for monthly Subscriptions.
- 3.3. Subscription Fees are non-refundable.
- 3.4. Subscriptions will commence upon payment being received in accordance with clause 3.1.

4. SECURITY

- 4.1. You agree to:
 - (a) keep your password and login secure and confidential;
 - (b) refrain from selling, trading, or otherwise transferring your Subscription to another party;
 - (c) refrain from charging anyone for access to any portion of the Website, or any information therein; and
 - (d) be solely responsible for your Find Lots Online account at all times.
- 4.2. Find Lots Online disclaims all liability for identity theft or any other misuse of your identity or information.
- 4.3. The internet is publicly accessible and you acknowledge and accept the risk that any communication to or from the Website may be intercepted, used or modified by third parties.

5. YOUR OBLIGATIONS

- 5.1. You acknowledge and agree:
 - (a) To use the Services and the Website in a reputable manner;
 - (b) Not to be dishonest, false, inaccurate, misleading or deceptive;
 - (c) Not imply or state, directly or indirectly, that you are affiliated with or endorsed by Find Lots Online;
 - (d) Not engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on the Website, including but not limited to unsolicited communications to other users or Find Lots Online personnel, attempts to gain unauthorized access or transmission or activation of computer viruses;

- (e) Not interfere with or disrupt Find Lots Online or the Website, including but not limited to any servers or networks connected to the Website;

6. LIABILITY AND INDEMNITY

- 6.1. You will continually indemnify and hold harmless Find Lots Online for all damages, losses and expenses (including, but not limited to legal fees and costs on a full indemnity basis) incurred or suffered by Find Lots Online directly or indirectly as result of any third party claims, proceedings and investigations arising in connection with your breach of any term of this Agreement.
- 6.2. Find Lots Online will use its best endeavours to maintain access to the Website and to provide the Services. Find Lots Online does not warrant that provision of the Services or access to or use of the Website will be uninterrupted, free from error or that any material published on the Website or provided as part of the Services is free from errors, viruses, worms, trojan horses or any other harmful components.
- 6.3. Find Lots Online disclaims any and all liability for any loss or damage arising directly or indirectly in connection with any interruption to access, errors or delays in functioning of the Website for any reason and any inaccuracy, failure or lack of timeliness in providing any element of the Services whether or not it was in our control, including but not limited to Lot Alerts.
- 6.4. To the maximum extent permissible by law, Find Lots Online disclaims any and all implied warranties and representations with respect to the Services including but not limited to, any warranties of merchantability and fitness for purpose.
- 6.5. Where any relevant laws apply to these Terms and Conditions to imply any term, condition or warranty and those laws avoid, prohibit or restrict provisions in a contract excluding or modifying liability of Find Lots Online for breach of any such term, condition or warranty, Find Lots Online's liability shall be strictly limited to the supply of the Services again or the value of having the Services resupplied.

7. CONTENT

- 7.1. Find Lots Online offers various forums and blogs where Find Lots Online or persons authorised by Find Lots Online can share and post information, news, views, updates, links and other information ("**Posts**").

- 7.2. You acknowledge that any Posts are merely an expression of opinion and passing on of information and views supplied by third parties, and Find Lots Online makes no warranty as to the accuracy or completeness of the same or the knowledge or expertise of the person posting or authorising Find Lots Online to post the same.
- 7.3. You acknowledge and agree that whilst we will use our best endeavours to ensure that all content published on the Website or provided to you as part of the Services, including but not limited to auction catalogues, prices, descriptions of items, bidding and auction details, information, data, text, graphics, icons, photographs, URLs and Posts (“**Content**”) are up to date and accurate, we cannot and do not make any warranty (express or implied), representation, recommendation or guarantee as to the accuracy or completeness of the Content
- 7.4. Find Lots Online disclaims any and all liability in respect of the accuracy, completeness or timeliness of Content. Most Content is dependent on the prompt provision of auction catalogues and information from auction houses and other third parties.
- 7.5. Find Lots Online reserves the right to edit, remove or modify any Content or material published on the Website at any time without notice in its absolute discretion.

8. TERM AND TERMINATION

- 8.1. Find Lots Online reserves the right to suspend (and not recommence) your Subscription where it deems necessary for such period as it deems necessary in its absolute discretion to protect the Website, Find Lots Online, other users of the Website or supply of the Services.
- 8.2. This Agreement shall continue until the expiry of your Subscription or as otherwise terminated by either party in accordance with this clause 8.
- 8.3. You may request to terminate this Agreement, for any reason at any time, by providing a Subscription cancellation request to Find Lots Online.
- 8.4. In the event that a Subscription is cancelled pursuant to clause 8.3, no Subscription Fees will be refunded and you are not entitled to refunds or credits for partially used periods.
- 8.5. Find Lots Online may terminate this Agreement because of your breach of any term of this Agreement, abuse or misuse of the Services or Website or upon the occurrence of any insolvency related event to either party and in such circumstances, no Subscription Fees will be refunded and you are not entitled to refunds or credits of Subscription Fees for partially used Subscription periods.

- 8.6. Find Lots Online may terminate this Agreement for a reason not set out in clause 8.5 by providing you with email notice of the same and upon such termination, you may be entitled to a pro-rata refund of Subscription Fees in respect of any unused Subscription period after the date of termination in our absolute discretion.
- 8.7. Upon termination, you will lose access to the Services. In addition, Find Lots Online may block access to the Services or Website from an IP address or range of IP addresses associated with those of terminated Subscribers.

9. THIRD PARTIES

- 9.1. You are solely responsible for any dealings with and any contract(s) or agreements that you enter into with a third party in any way in connection with or as a result of the Content, the Services or your use of the Website. Find Lots Online does not assume any involvement in, endorsement of, responsibility or liability in respect of any such contracts.
- 9.2. Find Lots Online specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any transaction you enter into with a third party in any way connected with the Content, the Website or the Services.

10. GENERAL

- 10.1. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, it must be read down so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision. If this is not possible, the clause or offending part is taken to be severed from this Agreement and the remaining provisions of this Agreement will not be affected in any way.
- 10.2. Failure or delay by a party to exercise any right in respect of this Agreement does not waive that party's right to act with respect to the same.
- 10.3. You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you.
- 10.4. This Agreement is governed by the law of New South Wales, Australia and each party submits to the jurisdiction of the courts of New South Wales.