

POWERSELLER USER AGREEMENT

Last Updated 1 September 2011

This agreement (**User Agreement**) between you and POWERSELLER PTY LTD ACN 132 507 585 (**POWERSELLER**) together with any policy referenced herein (both as amended from time to time) including the Privacy Policy describe the terms and conditions that govern the use of the services at <http://www.powerseller.com.au> (**Site**) by you.

This User Agreement constitutes a legally enforceable agreement between you and POWERSELLER. If you do not agree with any of the terms of conditions contained in this User Agreement, you are not permitted to use the Site and should immediately exit from it.

1. Interpretation

The following rules apply unless the context requires otherwise:

- headings are for convenience only and do not affect interpretation;
- a reference to you includes a reference to user and anyone acting on your behalf or with your express or implied authority;
- the singular includes the plural and the converse;
- a gender includes all genders;
- the use of the word includes means without limitation;
- a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of the foregoing;
- a reference to a party to this User Agreement includes the party's successors and permitted substitutes or assigns;
- a reference to this User Agreement is to the agreement as amended, novated, supplemented or replaced from time to time;
- a reference to a user includes a buyer or consumer who purchases products from a merchant or seller via the Site;
- a reference to merchant includes seller;
- a reference to product includes goods and items but excludes services; and
- a reference to Site includes services offered by POWERSELLER via the Site.

2. Membership Eligibility and User Account

POWERSELLER offers its services to its members. Membership is a privilege, not an entitlement, and POWERSELLER may at any time without providing explanation change its services and suspend, terminate or restrict your membership at any time if it believes that this is reasonably justified within the terms of this User Agreement. If POWERSELLER changes its services, suspends, terminates or restricts your membership in the circumstances outlined above or in this User Agreement, you may not be able to access the services temporarily or permanently and you are prohibited from applying for a new account.

POWERSELLER's services are available to, and may only be used by individuals, who can form legally binding contracts under applicable law. Without limiting the foregoing, POWERSELLER's services are not available to persons under 18 years of age. If you do not qualify, you must not use POWERSELLER's services. A user account is at all times taken to be the personal account of the user who is registered on the account.

You may register a POWERSELLER user account at the 'My Account' section of the Site. The registration process requires that you select a password, display name and list an email address you

own and use. You acknowledge and agree that the email address you provide is accurate and complete. POWERSELLER reserves the right to refuse registration of, or cancel your registration in its sole and absolute discretion. You are responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your account. You must immediately notify POWERSELLER of any unauthorised use of your account or password, and ensure that you exit from your account at the end of each session. Your user account is not transferable. You must not allow others to use your user account and must not transfer or sell this to another party. You are responsible for what occurs on your user account at all times.

As a registered user of POWERSELLER's Site you agree with and accept all of the terms and conditions contained in this User Agreement. By accessing, using and conducting transactions on the Site you agree that your access, use and any transaction conducted on the Site are governed by this User Agreement. Your use by accessing, browsing, opening or otherwise using any part of the Site is evidence of your acceptance of these terms and conditions.

3. Fees and Charges

Joining by way of creating a user account on the POWERSELLER Site is free.

If you make a purchase via POWERSELLER, the Merchant from whom you purchase products will charge you the stated purchase price for the products plus GST.

Each time you purchase a product from a merchant via the Site, POWERSELLER will charge you a fee of 2.99% of the total product purchase price plus GST (**POWERSELLER Escrow Service Fee**). This fee is in consideration for POWERSELLER collecting and holding the sale proceeds and only distributing the sale proceeds to the relevant product merchant once confirmation of the successful delivery of the goods to you has been received by POWERSELLER.

The POWERSELLER Escrow Service Fee will not be charged if the relevant Merchant has agreed to pay that fee on your behalf. If this is the case this fee will not be charged to you at the point of sale.

POWERSELLER will also charge you any applicable shipping and delivery costs plus GST, which will be selected by and notified to you at the point of sale on the Site. These shipping fees will not be charged if the relevant Merchant has agreed to pay that fee on your behalf. If this is the case this fee will not be charged to you at the point of sale.

Other than the above, POWERSELLER does not charge you any fees for buying through POWERSELLER.

4. Buying Products

The Site allows you to review merchant and product information and conduct transactions with merchants. You can shop from as many merchants listed on the Site as you like.

POWERSELLER is not the merchant involved in any transaction you conduct on the Site.

POWERSELLER provides an advertising service to merchants and acts as the merchant's agent for the sole and only purpose of processing payment and shipping of products purchased via the Site.

POWERSELLER provides no warranties or representations whatsoever about products listed on the Site. You may contact the relevant merchant directly to ask questions about products, to request merchant specific policies (including return policies), warranties and guarantees provided and to calculate any product delivery costs.

Each merchant has adopted a set of standard terms and conditions of sale which will be applicable to each product sale they make via the Site. These terms and conditions of sale can be viewed at any time by clicking on the Merchant Terms and Conditions of Sale link at the bottom of the POWERSELLER home page.

It is the present intention of POWERSELLER to make modifications to the Site to allow merchants to provide and use their own custom terms and conditions of sale (which in any event will be subject to the POWERSELLER buyer protection). As such, merchants may in the future adopt terms and conditions of sale which are different to the Merchant Terms and Conditions of Sale which can be accessed via the POWERSELLER home page.

As a user of POWERSELLER you acknowledge and agree that each product purchase that you make from merchants via the POWERSELLER platform will be subject to the relevant merchant's terms and conditions of sale, which will be either:

- the terms and conditions of sale included in the Seller's description for the product subject to any exceptions set out herein such as where terms and conditions of sale by a merchant are in breach of this User Agreement and/or Merchant Agreement and/or unlawful; or
- in the absence of any terms and conditions of sale included in the merchant's profile page, the Merchant Terms and Conditions of Sale which can be accessed via the POWERSELLER home page.

When you purchase a product you are obliged to complete the transaction with the merchant unless the product or transaction is prohibited by law and/or by this User Agreement and/or Merchant Agreement. Subject to POWERSELLER's right to temporarily suspend, indefinitely suspend or terminate your membership within the terms of this User Agreement, if you do not complete a transaction without lawful excuse you will be held to be in breach of your obligations and liable for loss, damage and costs to POWERSELLER and to the merchant.

You may purchase products offered by merchants on the Site by using the 'Shopping Cart' section on the Site. You may use your 'Shopping Cart' to purchase items from different merchants and pay for this order in the one transaction. You can use the My Account section of the Site to view and track your order.

If, following modification to the Site, a merchant is allowed to upload their own terms and conditions of sale, the method, cost and timing of product delivery and any refund policies may be outlined by the merchant on the Merchant's profile page. Otherwise, these rules are set out in the Merchant Terms and Conditions of Sale which can be accessed via the POWERSELLER home page. You must click on the 'Add to Cart' function of the Site and provide all relevant billing and shipping information at the 'Checkout' section of the Site. You must confirm that the details in your order are correct before clicking the 'Process Order' button.

Once an order is placed, payment is processed by POWERSELLER for all products purchased through your 'Shopping Cart' and the relevant amounts are applied to the merchant. The merchant is not responsible for processing payments and does not have access to your payment information. Once POWERSELLER has processed your payment and provided details of the purchase to the merchant, that merchant is responsible for completing and fulfilling your order.

POWERSELLER has contracted with a shipping agent to arrange for shipping for all products purchased through the Site. POWERSELLER is responsible for shipping and delivery of all products sold via the Site. When a Buyer makes a purchase they will be able to select their preferred shipping option. Each option will display the applicable shipping costs to the Buyer. POWERSELLER will collect shipping costs for shipping from Buyers when they make payment via the Site.

The Merchant will provide a tax invoice to the Buyer for the total amount payable by the Buyer for the purchased products and all GST.

POWERSELLER will not issue a tax invoice for the POWERSELLER Escrow Service Fee or the total shipping costs plus GST unless it is required to do so by law. However, if a Buyer requires a tax invoice, POWERSELLER will issue such an invoice upon request by the Buyer.

You may specify and update your preferred payment method when purchasing products on the Site. This information will be used when processing payments through the 'My Cart' section on the Site.

If you do not receive your order in the specified time or wish to contact the merchant regarding any other form of dispute you may contact POWERSELLER via the Dispute Resolution Centre at the 'My Account' section of the Site.

Please also refer to FAQs.

5. Merchant Returns Policy

The Merchant Terms and Conditions of Sale which can be accessed via the POWERSELLER home page which merchants are required to adopt contains a product returns policy.

If, following modification to the Site, a merchant is allowed to upload their own terms and conditions of sale, that merchant shall list a merchant returns policy that complies with all statutory consumer legislation and is consistent with POWERSELLER's Buyer Protection. Where there is inconsistency between POWERSELLER's Buyer Protection and a merchant's returns policy the former will override the latter to the extent of the inconsistency.

You may contact the merchant directly on the Site to obtain further information about each merchant and each product, including any policies and procedures of that merchant such as Returns Policy and/ or specific details relating to product. The merchant may also provide further product details and descriptions for their listing.

6. POWERSELLER Buyer Protection

POWERSELLER will in relation to a good faith dispute cover your purchase price plus original shipping if you "do not receive your product" or if it is "not as described" subject to POWERSELLER's terms and conditions as set out in this User Agreement (**POWERSELLER Buyer Protection**).

POWERSELLER Buyer Protection does not cover services and some kinds of products, false, abusive or illegitimate claims, or purchases including prohibited or restricted products or where you have been or may be compensated by a third party (including credit card charge backs). POWERSELLER Buyer Protection does not cover fraudulent charges or buyer remorse (that is, the product delivered was as described in the product description, but you no longer want the product regardless of the reason). POWERSELLER hosts the dispute resolution process in a case where a buyer claims to a seller that their "product was not received" or the "product they received is different from what was described" in the listing.

The POWERSELLER dispute resolution process is the primary avenue for settling disputed POWERSELLER transactions if a buyer and seller cannot resolve the dispute between themselves. Where a buyer and a seller cannot reach resolution, POWERSELLER will take an active role in ensuring transaction problems are resolved. POWERSELLER Buyer Protection applies only to the transaction and is not a product warranty of any kind or a solution for buyer remorse.

A good faith dispute can include a case such as:

- You received a product that was different from the one described in the listing (for example, you purchased a book, but received a hat); or
- You received a product that was not as described in the product description.

A good faith dispute does not exist if you:

- improperly claim that the seller has not fulfilled the transaction;
- claim you never received a product when in fact you did;
- claim the product was different from the product description but the seller can prove otherwise;
- suffer from buyer's remorse (that is, the product delivered was as described in the product description, but you no longer want the product regardless of the reason); or
- initiate another form of resolution processing, including a credit card charge back which excludes you from POWERSELLER Buyer Protection.

Buyer eligibility and other restrictions

A buyer who has purchased a product on the Site is eligible for POWERSELLER Buyer Protection subject to the terms and conditions as set out in this User Agreement.

Resolution of cases under POWERSELLER Buyer Protection

A buyer who is unsuccessful in resolving a problem directly with a seller may contact POWERSELLER. POWERSELLER will review the case, run a fraud check, and confirm where necessary that the buyer has already attempted to work with their seller. If the buyer is in good standing and the case meets the requirements of POWERSELLER Buyer Protection, POWERSELLER will review additional transaction information to determine if the case is ready for resolution.

Seller does not dispatch your product

If the seller has not dispatched the product after 72 hours of the order being placed by the buyer, POWERSELLER will immediately or at its earliest convenience contact the buyer and notify the buyer of the shipping delay and may cancel the order and offer the buyer a credit card refund or cheque refund or credit voucher alternative.

Buyer does not receive product

If the buyer has not received the product after five working days of the buyer placing their order, the buyer must immediately or at its earliest convenience notify POWERSELLER, who will then investigate the matter. Once the investigation is complete and if found in favour of the buyer, a refund will be issued for the purchase price plus original shipping.

Product not as described (notice within 7 days)

If the buyer receives the product "not as described" the buyer must lodge a complaint within 7 days of receipt of the product directly to POWERSELLER. POWERSELLER will then place a "special hold" on the seller's net transaction balance (for the specific transaction) until the matter has been resolved by both the buyer and the seller direct. If the matter is not able to be resolved then POWERSELLER will determine if a refund is to be paid to the buyer based on evidence provided.

Product not as described (notice after 7 days)

If the buyer receives the product "not as described" and the buyer fails to lodge a complaint within 7 days of receipt of the product to POWERSELLER, the buyer must resolve the matter directly with the seller. Where a refund is to be paid to the buyer, the seller must refund the buyer for the purchase price plus original shipping unless otherwise stated in the seller's "merchant returns policy". If the buyer has no resolve with the seller, the buyer should contact POWERSELLER to investigate the matter. You agree that POWERSELLER is authorised by you to make a final decision, in its sole discretion, on any claim that you file with POWERSELLER.

Resolution

If the case is ready for resolution, POWERSELLER will contact the seller about the case. The seller will have 7 days to respond to the claim. There may be circumstances that warrant POWERSELLER's acceleration of the resolution of the case.

If the case is based on a "product not received" claim, then a resolution may include:

- Responding to the case by providing proof of delivery;
- Coming to an agreement with the buyer to send the product or a replacement product; or
- Refunding the buyer up to the full transaction amount.

If the case is based on a "product not as described" case, the resolution may include:

- Responding to the case by providing proof to POWERSELLER that the product was described properly;
- Agreeing to send a replacement product after the buyer returns the original, if this is what the buyer would prefer; or
- Refunding the buyer up to the full transaction amount.

Unless resolution of a case is accelerated, POWERSELLER will after 7 days contact the buyer to enquire if the buyer is satisfied. If the buyer is satisfied, the case will be closed. If POWERSELLER does not receive a response from the buyer within a reasonable time, POWERSELLER will not refund the buyer nor hold the seller accountable for the transaction. If the buyer is still dealing directly with the seller or does not respond, POWERSELLER will contact the buyer after a further 7 days.

If a buyer notifies POWERSELLER that no resolution has been reached, POWERSELLER will review the case. If POWERSELLER finds a "product not received" case in the buyer's favour, POWERSELLER will refund the cost of the product and original shipping to the buyer. If POWERSELLER resolves a "product not as described" case in the buyer's favour, POWERSELLER will request and a buyer must return the product to the seller at the buyer's expense (unless

POWERSELLER in its discretion agrees or specifies otherwise). Once the product is returned to the seller, POWERSELLER will refund the cost of the product and original shipping to the buyer.

A refund made will be only paid by POWERSELLER to the buyer (and not by the seller to the buyer) and made by POWERSELLER crediting the credit card account used for the transaction. A refund will not be made in any other manner.

Transactions are dealt with on an individual basis and a dispute on one transaction does not hold up any other transaction.

POWERSELLER Buyer Protection and other resolution methods (credit card charge backs)

The POWERSELLER Dispute Resolution Centre provides an avenue for settling issues and disputes in relation to POWERSELLER transactions. If a buyer claims a chargeback through their credit card provider the buyer is not eligible to make a claim under POWERSELLER Buyer Protection. A buyer charge back claim made on a POWERSELLER transaction will terminate any claim filed by the buyer with POWERSELLER and/or POWERSELLER Buyer Protection.

A buyer who files a chargeback after receiving a refund from POWERSELLER is in breach of POWERSELLER Buyer Protection and this User Agreement and will result in termination of your account.

Please refer to section "Fraud".

How a seller may be protected against a successful buyer claim

For a "product not received" claim, a seller is protected from losing a claim if evidence of proof of delivery is supplied to POWERSELLER. Proof of delivery is tracking information from a shipping company that clearly displays:

- the delivery status of the product "delivered";
- the date of delivery (which reflects the seller shipped within stated handling time);
- the recipient's address, displaying at least the city/state or Postcode (or the equivalent) of the address listed in either the POWERSELLER Order details page or the Transaction Details page.

For a "product not as described" claim, a seller may protect itself from losing a claim if a seller provides clear documentation that the product was described properly. For example, a claim may be resolved in the seller's favour when the seller provides documentation of any of the following situations:

- the buyer complains that the product is used, not new, and the listing clearly describes the product as used;
- a defect in the product was correctly described by the seller;
- the product was properly described, but the buyer did not want it after they received it;
- the product properly described but did not meet buyers' expectations; or
- the product has minor scratches and was listed as used condition.

Appeals by Seller

If a case is closed in the buyer's favour, a seller may appeal the decision within 14 days by providing the appropriate documentation via the POWERSELLER Dispute Resolution Centre. POWERSELLER will review the appeal and case. If a decision is reversed, the seller will be refunded the reimbursement amount less any POWERSELLER fees associated with the transaction. Any decision on appeal by POWERSELLER is final and binding.

7. Best Price Guarantee

Each POWERSELLER merchant has agreed to offer their "best price" on selected products to you the consumer. In the unlikely event that you do find a cheaper online price from a competitor website for an identical product supplied and shipped within Australia and advertised on the Site (at the time of purchase), just complete the online form. If the cheaper online price, shipping charge and competitor's

legitimacy can be verified, our merchant will “price match” and discount the “price match” price by one percent of the price difference (being the difference between the competitor’s product price (including shipping charge) and the POWERSELLER merchant’s product price (including shipping charge)). The POWERSELLER Escrow Service fee may be charged to the consumer at “checkout” by POWERSELLER and the amount of this fee is not included in this guarantee unless the competitor price includes an equivalent escrow service fee. This Best Price Guarantee is not available with any free shipping offer made by a POWERSELLER Merchant or competitor.

Not all products offered by POWERSELLER Merchant’s are subject to the Best Price Guarantee. For a particular product to be subject to our **Best Price Guarantee** the POWERSELLER Merchant must have specifically nominated that product as a “selected product/s” which is to be subject to the **Best Price Guarantee**. Products are considered “selected product/s” where the POWERSELLER Merchant has nominated as such and where a **Best Price Guarantee** “click here” button is displayed on the product’s information page. This Best Price Guarantee is not available with any free shipping offer made by a POWERSELLER Merchant or competitor. The identical product must at time of purchase have a lower price than the POWERSELLER Merchant product price (including shipping charge), must be available online for immediate purchase from a legitimate competitor website and must be immediately shipped within Australia to the consumer. The lower price must include GST and a domestic shipping charge from a domestic shipping company. The lower price must be after all allowances, rebates and discounts. The competitor’s identical product must be packaged in new condition (as per the manufacturer’s specification), be supplied with all warranties/instructions, produced by the same manufacturer and be of identical quality, design and packaging. The identical product must be available for immediate purchase, be in stock and supplied within Australia and be available for dispatch and domestic shipping to the consumer at time of purchase and not “drop shipped” or shipped from an overseas destination. The consumer (retail customer only) will be required to fully complete an online form at time of purchase that will request evidence of the competitor’s lower price (including domestic shipping charge from the dispatch address), evidence that the identical product is in stock, supplied within Australia and evidence of the competitor’s legitimacy. The POWERSELLER Merchant reserves the right to verify the evidence and competitor’s legitimacy. The competitor must be legitimate, be able to lawfully trade and have an Australian registered business or company name and a registered ABN (Australian Business Number) displayed on their website or as specified by law. The competitor website must be an Australian owned and operated ecommerce website that is able to clearly display the identical product and lower price (including domestic shipping charge). All required information by law (including terms and conditions of purchase) all product, pricing and shipping information must be clearly displayed on the website. Domestic shipping charges (from a known shipping company) must also be clearly displayed on the website. The competitor is not able to be another POWERSELLER Merchant. The POWERSELLER Merchant is not responsible for charging the consumer with shipping charges. These shipping service options have price and delivery variables and are provided by POWERSELLER for the consumer to select. The POWERSELLER Merchant reserves the right to select an equivalent shipping company (approved by PowerSeller Pty Ltd) and determine the service or shipping cost comparable with that charged by the competitor. The POWERSELLER Merchant will verify the competitor’s domestic shipping charge and will confirm that the identical product is in stock and supplied within Australia at the time of purchase, based on the delivery time quoted (from the competitor’s physical business address), the shipping service quoted and price charged. The consumer agrees that the decision made by the POWERSELLER Merchant is final, unless POWERSELLER has evidence that the POWERSELLER Merchant has not taken reasonable measures as specified to comply with this guarantee.

The **Best Price Guarantee** does not apply where:

- the consumer is not a retail customer; or
- the lower price reflects free shipping or no shipping charge; or
- the lower price is conditional, or a price determined after the allowance of any amount for, or is part of an online promotion involving, financing, installation, delivery, rebates, cash back offer, free or bonus offer, trade discount, stock clearance or any limited quantity promotion; or
- the lower price is offered under any promotion with a third party (including, but not limited to, promotions with newspapers, exhibitions or other special events); or
- the lower price is not available to the general public; or

- the lower price has been discounted by the competitor by use of coupons, loyalty rewards, redemption of frequent flyer miles or similar and other offers or incentives to reduce the total cost; or
- the lower price has been discounted by the competitor on the basis that the product is a display stock only, end of line, ex demo, limited quantity, clearance, second hand or similar; or
- the lower price is the result of an error by the competitor, or is a typographical error; or
- the consumer does not fully complete the online form or provide all required evidence (as specified on the online form) substantiating the competitor's lower price; or
- the consumer is not prepared to pay the applicable POWERSELLER Escrow Service Fee in addition to the "price match" less discount; or
- the identical product is not advertised on an Australian owned and operated ecommerce website; or
- the lower price is made available from:
 - online classifieds or catalogue websites;
 - online auction websites;
 - clearance websites (including daily specials websites);
 - drop shipping websites;
 - fire or liquidation sale websites;
 - clearance and warehouse outlet websites;
 - commercial resellers or distributors who sell direct to the public online;
 - parallel importer websites;
 - physical retail stores (including chain stores and department stores) that make available the lower price from an ecommerce website and where consumers "pick up" the product in-store (resulting in no domestic shipping charge payable by the consumer);
- the identical product is being shipped free of charge, or by an unknown shipping company; or
- the identical product at time of purchase is not in stock or supplied within Australia or not available for immediate purchase, dispatch or shipping to the consumer (by a domestic shipping company); or
- the identical product is being "drop shipped" or shipped from an overseas destination; or
- the PowerSeller Merchant is unable to verify at time of purchase, using reasonable means, that the lower price (including domestic shipping charge) is being offered online, available for immediate purchase online, is in stock or supplied within Australia and ready for immediate shipping; or
- the PowerSeller Merchant is unable to verify that the competitor is legitimate as they do not have an Australian registered business or company name and a registered ABN (Australian Business Number) displayed on their website or as specified by law, or the competitor does not respond to the PowerSeller Merchant at time of purchase.

The **Best Price Guarantee** may be terminated or amended at any time without notice.

The **Best Price Guarantee** is only available to you at time of purchase and is subject to you complying with the PowerSeller Merchant's usual terms and conditions of trade.

The **Best Price Guarantee** only applies to retail customers. This does not include government offers or large corporations that may be entitled to preferential volume deals.

The information you provide to the PowerSeller Merchant will only be used to provide the **Best Price Guarantee** to you or to discuss your claim.

8. Fraud

Without limiting any other remedies available to POWERSELLER at law, in equity or under this User Agreement, POWERSELLER may, in its sole discretion, suspend or terminate your membership if POWERSELLER reasonably suspects or believes, or is informed by a government authority, that you (by conviction, settlement, insurance or escrow investigation, or otherwise in our sole discretion) have engaged or may engage in fraudulent activity using, or otherwise in connection with your use of the Site and you will have no claim whatsoever against POWERSELLER in respect of any such suspension or termination of your membership.

POWERSELLER reserves the right to temporarily, indefinitely, or permanently suspend your coverage under POWERSELLER Buyer Protection, immediately and without prior notice, if POWERSELLER suspects abuse, excessive claims, tampering, or interference with the proper working of POWERSELLER Buyer Protection including but not limited to making claims that are not supported by a good faith dispute, making claims in addition to attempting to receive reimbursement from another source (e.g., a credit card charge back), or any other means to unjustly benefit from POWERSELLER's Buyer Protection. Fraudulent charges to a credit card are not covered by POWERSELLER Buyer Protection.

9. Prohibited Conduct

The following conduct is prohibited. You must not:

- use the Site for any activities or post or transmit to or via the Site, any information or materials which breach any laws or regulations, infringe a third party's rights, are contrary to any relevant standards or codes;
- use another's name, username, password or account without their express permission;
- tamper with, hinder the operation of, or make unauthorised modifications to the Site;
- knowingly transmit any viruses, worms, defects, Trojan horses or other disabling feature to the Site;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Site;
- modify, adapt, translate, or reverse engineer any portion of the Site;
- remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- collect any information about other users or POWERSELLER account holders (including usernames and/or email addresses) for any purpose other than to share opinions or reviews with other users or members;
- reformat or frame any portion of the web pages that are part of the Site;
- create user accounts by automated means or under false or fraudulent pretences;
- use of the Site or to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that which may be deemed threatening or obscene;
- take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- use the Site otherwise than in accordance with this User Agreement; or
- attempt any of the above acts or permit another person to do any of the above acts.

10. Conduct in Forums and Content of Postings

When using the Site you must not post content or use our feedback channels, forums or blogs for any purpose that is unlawful or prohibited by this User Agreement. Without limiting your obligations, you agree that it is an express condition of your use of the Site that you will not:

- post irrelevant, untruthful or misleading or deceptive content;
- violate the legal rights of others;
- impersonate another person or use a false header or other identifiers in order to disguise the origin of any posting or uploaded content;
- defame, threaten, harass, stalk or flame any other user;
- publish, post, distribute or disseminate any unlawful material or information, including material or information that infringes another person's intellectual property rights or is defamatory,

misleading, deceptive, intentionally inaccurate, obscene, indecent, pornographic or otherwise objectionable;

- publish, post, distribute or disseminate any material or information relating to the products or services of a seller; upload or attach files that contain material protected by intellectual property laws unless you own or have all required licences or consents to use such material;
- upload or attach files that contain viruses, corrupted files, or any other similar software or programs containing harmful or damaging components designed to interpret, impair, destroy or limit the functionality or operability of any computer system, software, hardware or telecommunications equipment;
- advertise, solicit business, offer to sell any goods or services (except to the extent you are permitted to do so pursuant to a current Merchant Agreement between you and POWERSELLER);
- post or send any SPAM, junk mail, chain letters or pyramid schemes;
- conduct any raffle, competition, contest or game (irrespective of whether participants must pay a fee or other consideration);
- recruit other users to join another web site forum, whether personal or otherwise; or
- post the same message or material more than once in the same forum.

11. Merchant reviews and feedback

You may submit a merchant review through the Merchant Ratings System on the Site to describe your shopping experience with a POWERSELLER merchant.

Feedback belongs to POWERSELLER although you are permitted to use it on the Site while you remain a member. You may not use it or deal with it in any way inconsistent with this User Agreement, without prior written permission by POWERSELLER.

You may not do (or omit to do) anything that may undermine the integrity of the feedback system. POWERSELLER is entitled to suspend or terminate your membership at any time if POWERSELLER, in its sole and absolute discretion, is concerned by any feedback, or if a Seller's feedback rating is considered to be problematic to POWERSELLER.

You may submit a merchant review only in good faith and about a merchant from whom you have actually purchased or attempted to purchase products, limited to where you have (i) completed the ordering process, (ii) exchanged payment data, and/or (iii) received an invoice number.

You may only describe your experience with the merchant for which you are writing a merchant review. You should not review any merchant on a situation that is not controlled by the merchant you are reviewing.

You may submit no more than one merchant review of a particular merchant in any thirty (30) day period. Any merchant review that you submit is subject to this User Agreement.

By providing the Order Number and/or Invoice Number, you acknowledge and agree that you may be contacted by POWERSELLER and/or the applicable merchant to which/whom the invoice relates. You acknowledge and agree that your review may not be displayed if the Invoice Number does not match the associated information in POWERSELLER's records. A merchant may dispute the validity of an invoice identified by you and may submit a complaint to POWERSELLER. This may result in POWERSELLER opening a user review inquiry. During the user review inquiry, POWERSELLER may, in its sole discretion, remove the contested review, and/or require additional data or proof from the user to determine whether the review should remain or be reinstated on the Site. Failure of the user to participate in the user review inquiry will result in the removal of the contested review from the Site.

12. Modifications

POWERSELLER may modify the terms and conditions of this User Agreement at any time, and any modifications will be effective as soon as they are posted on the Site. By continuing to use the Site

after this User Agreement has been modified, you agree to be bound by the modifications. A copy of the current User Agreement is displayed on the Site at all times.

13. Intellectual Property Rights

Unless otherwise stated, POWERSELLER owns and/ or has a licence to use all copyright in the content of the Site and trademarks used on the Site.

You must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, frame or embed in another website or distribute in any way any content contained on or in the Site and owned or licensed by POWERSELLER, except as expressly approved by POWERSELLER in writing or as permitted under the Copyright Act 1968 (Cth). You consent to POWERSELLER not attributing your authorship to any of your postings to this Site.

POWERSELLER grants you permission to do the following with the material on the Site:

- store a reproduction of the material on your local computer for the sole purpose of viewing the material; and
- print hard copies of material for your personal information, but not for commercial use.

When you contribute postings or any content to the Site, you grant POWERSELLER a royalty free, worldwide, perpetual, non-exclusive, and irrevocable licence to use, publish, translate, distribute, reproduce and modify anything you submit to this Site or write about the Site (including emails and posts to POWERSELLER's forums), in any form, and by any current or future media or technology.

14. Links to other Sites

POWERSELLER may provide links to the sites of third-party merchants, affiliated companies, co-brand partners and other parties. The display of third party merchant trademarks, information or products on the Site are provided solely as a convenience to you and does not constitute or imply POWERSELLER's endorsement of or affiliation with such merchant or business nor of the business practices of such other businesses, entities or individuals or the merchant, products, services or information contained or listed on that linked site (except to the extent that merchant is permitted to display content on the Site and offer their products for sale via the Site, pursuant to a Merchant Agreement with POWERSELLER).

POWERSELLER is not responsible for examining or evaluating, and does not warrant or claim responsibility in any way, the products, services, offerings or business practices of any of these businesses, entities or individuals or the content of their web sites. You should carefully review their privacy statements and other conditions of use.

POWERSELLER has no control over the business practices of any third-party merchant or seller, nor does it control in any way the quality, safety or legality of any item listed on the Site or any business transaction that occurs as a result of products listed on the Site.

15. Access and Interference

POWERSELLER does not guarantee continuous, uninterrupted or secure access to the Site or the services. Operation of the Site may be interfered with by numerous factors outside of POWERSELLER's control. To the extent that such factors are outside of POWERSELLER's control, POWERSELLER shall not be liable.

16. No Warranty

The Site is provided by POWERSELLER on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, POWERSELLER makes no representations or warranties of any kind, express or implied, as to the operation of the site or the information, content, graphics, links, materials, products, or services included on the site, or their accuracy, reliability, completeness or timeliness. POWERSELLER does not warrant the information provided on the Site is free from human or automated error. You must not rely on any information presented on the Site. Reliance is solely at your own risk.

In compiling content for the Site, POWERSELLER relies on information supplied by a number of external sources and content posted by third parties, including merchants offering products for sale and the content of any messages or reviews. POWERSELLER does not control the content posted by

third parties on the Site, thus POWERSELLER does not warrant the accuracy, completeness, integrity or quality of such information or content. To the maximum extent permitted by applicable law POWERSELLER shall not be responsible for any such third party material. You expressly agree that your use of the Site or any transaction resulting thereof is solely at your own risk.

To the fullest extent permitted by applicable law, POWERSELLER disclaims all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement of proprietary or third party rights regarding the Site unless POWERSELLER is required to provide such warranties under applicable law. To the fullest extent permitted by applicable law, POWERSELLER makes no warranties or representations regarding any products reviewed, bought and sold on the Site or that a seller or a buyer will perform as promised by them, or that the Site, its servers, or e-mail sent from POWERSELLER are free of viruses or other harmful components.

While POWERSELLER exercises all due care and precautions, POWERSELLER cannot and does not guarantee or warrant that files posted to and/or available for downloading through the Site or delivered via electronic mail will be free of infection, viruses, defects, harmful components or any other codes that may have contaminating or destructive properties. You are responsible for implementing procedures that satisfy your requirements for accuracy of data input and output, and for maintaining an external means to the Site to reconstruct any lost data.

17. Limitation of liability

Except as expressly stated in this Agreement, POWERSELLER will not be liable for any loss whatsoever (including, without limitation, indirect, incidental, special, or consequential loss, loss of profits or loss of opportunity), expense, damage, cost or injury that is resulting or suffered (however so caused) in connection with your access to, or use of, or inability to use the Site, purchase of products from merchants via the Site, or the content or materials of the Site (including linked websites), whether based in contract, tort, negligence, statute or any other legal theory, except for any liability that cannot be excluded by law. If you are dissatisfied with the Site or any part of the Site, or do not agree with this User Agreement, your sole remedy is to discontinue your use of the Site.

Notwithstanding the above provisions, nothing in this User Agreement is intended to limit or exclude any liability on the part of POWERSELLER and its affiliates and related entities where and to the extent that applicable law prohibits such exclusion or limitation including those within the Australian Consumer Law.

18. Indemnity

By entering and using the Site and any information or services offered via the Site, you indemnify POWERSELLER, its subsidiaries, affiliates and partners and their respective officers, directors, employees and agents, to the maximum extent permitted by applicable law, against all claims, demands, proceedings, costs (including legal costs), expenses, damages, awards, judgments, and any other liability whatsoever wholly or partially arising directly or indirectly in connection with your access to or use of the Site and its information, services, content or materials.

19. Legal Compliance

You alone, and not POWERSELLER, are responsible for ensuring that your activities conducted on the Site are lawful. You must ensure that you comply with all applicable laws in Australia. You must also ensure that you strictly comply with this User Agreement.

20. No agency

No agency, partnership, joint venture, employee-employer, franchisor-franchisee or other similar relationship is intended to be or is created by this User Agreement. In particular you have no authority to bind POWERSELLER, its related entities or affiliates in any way whatsoever.

21. Force Majeure

Neither party shall be liable to the other for any delay or failure in performance under the User Agreement resulting directly or indirectly from acts of nature or causes beyond its reasonable control.

22. General

The Site and its associated services set out in this User Agreement are offered by POWERSELLER PTY LTD, Level 18, Riverside Centre, 123 Eagle Street, Brisbane CBD, Queensland 4000 Australia

This Agreement will be governed in all respects by the laws of the State of Queensland, Australia. The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by POWERSELLER to a third party without your consent in the event of a sale or other transfer of some or all of the assets of POWERSELLER. In the event of any sale or transfer you will remain bound by this Agreement.

Contact Us

POWERSELLER welcomes your feedback regarding the POWERSELLER Site. You agree that POWERSELLER is permitted to reproduce, transmit, distribute, create derivate works of, and publicly display any information feedback or comments that you submit to POWERSELLER.

You can contact us on:

Post: Level 18, Riverside Centre, 123 Eagle Street, Brisbane CBD, Queensland 4000 Australia

Phone: (07) 3112 2955

Email: corporate@powerseller.com.au