



REGISTRATION TERMS

These Registration Terms regulate who may be a Registered User of the Website, how the Website may be used, and how Elders will handle the personal information of Registered Users. The Common Terms apply to and are deemed to be incorporated into these Registration Terms.

1. About Registered Users

- 1.1. Each person registering to be a Registered User of the Website warrants at the time of registration and each time they use the Website that:
 - 1.1.1. they have provided accurate and complete identification information, including their legal entity name (eg, company name or individual's name), trading name (if applicable), Australian Business Number (if applicable), address, telephone number and e-mail address;
 - 1.1.2. their GST status (as nominated in their User Profile) is accurate and that if there is any change in their GST status they will update their User Profile before they next List or Bid on a Lot; and
 - 1.1.3. they will only use their User Profile to list Lots owned by them or by an entity that they are authorised to represent, or to bid for Lots that will be purchased by them.
- 1.2. Each individual registering to be a Registered User of the Website warrants that they are (unless approved otherwise by Elders) an Australian resident aged 18 years or older.
- 1.3. Each company registering to be a Registered User of the Website warrants that they are (unless approved otherwise by Elders) incorporated in Australia and that each person using the company's User Profile will be 18 years or older and authorised by the company to transact on its behalf.

2. Auction Platform

- 2.1. Registered Users may list Lots for sale and Bid on Lots offered for sale on the Auction Platform through their User Profile. When doing so, the Auction Terms apply to the conduct of an Auction. If a Registered User successfully sells or buys a Lot, the contract for sale will include any specific terms and conditions applicable to the property being sold, as published on the Website from time to time. In the case of Lots that are Livestock, the Livestock Terms will apply to the sale and purchase of the Livestock. In the case of Lots that are Genetic Material, the Genetic Material Terms will apply. By Registering with the Website, each Registered User agrees to be bound by and comply with the Auction Terms and any other applicable terms and conditions as in force and published on the Website from time to time.
- 2.2. Without limiting clause 2.1, clauses 11 (*Buyer's Premium*), 15 (*Exclusion of Liability*) and 16 (*Conflicts of Interest*) of the Auction Terms are deemed to be incorporated into these Registration Terms and apply to each Vendor in connection with the Listing and Auctioning of Lots, to each Bidder in connection with each Bid they make on a Lot, and to each Buyer in connection with each Transaction to purchase a Lot to which they are a party.
- 2.3. The Auction Platform is operated by Elders trading as Elders. Elders is licensed to auction Livestock and other chattels in each State or Territory in which a licence is required.

3. User Profiles

- 3.1. Elders may, in its discretion, determine not to register a person or entity as a Registered User for any reason.
- 3.2. Elders may suspend or deregister a User Profile at any time for any reason, including:
 - 3.2.1. where Elders reasonably suspects that the Registered User has not complied with these Registration Terms or any other Terms and Conditions applicable to a Listing, Bid or Transaction through the Auction Platform;
 - 3.2.2. where the Registered User has failed to honour their obligations under a previous transaction conducted through the Auction Platform, for example by failing to pay for Lots that they Bid on successfully, failing to complete the sale of Lots that they listed and which were successfully sold, or selling Lots that did not match the description contained in the Lot Description;
 - 3.2.3. because the Registered User has suffered an Insolvency Event; or
 - 3.2.4. for reasons relating to the integrity or functionality of the Auction Platform.
- 3.3. Registered Users must keep their user name and password secure at all times. Passwords must not be disclosed to any person who is not authorised to transact through the Registered User's User Profile.
- 3.4. User Profiles must not be assigned by Registered Users to a third party.

4. Selling and Buying Lots and Buyer's Premium

- 4.1. When a Registered User lists a Lot for sale, Elders may charge the Registered User:
 - 4.1.1. a Listing Fee to advertise the Lot for sale, which Elders is entitled to receive and retain whether or not the Lot is ultimately sold; and
 - 4.1.2. Commission for the sale of the Lot, calculated at a rate that will be notified at the time of listing the Lot.
- 4.2. By listing a Lot for sale on the Auction Platform, Registered Users agree to pay the Listing Fee and Commission in force at the time they submit their listing. Registered Users authorise Elders to deduct its Commission from the Purchase Price for the Lot that is paid to Elders, in accordance with the terms of the Contract.
- 4.3. Registered Users who List Lots for sale hereby authorise and consent to Elders charging a Buyer's Premium to Buyers of Lots, where Elders can do so lawfully.

5. Auction Platform Availability

- 5.1. Elders is unable to guarantee that the Auction Platform will be available at all times. From time to time there may be interruptions in the availability of the Auction Platform or factors that adversely affect its operation.
- 5.2. Registered Users who experience interruptions in the availability or functionality of the Auction Platform and who believe those interruptions may have adversely affected an Auction should contact Elders as soon as possible. Elders will endeavour to remedy the situation if the Auction has not concluded.
- 5.3. To the extent permitted by law, Elders is not liable for and, by Registering with the Website each Registered User releases Elders from, any claims, demands or actions for loss or damage caused by or arising from the Auction Platform not being available or the Auction Platform malfunctioning.

6. Auction Platform and Auction Integrity

- 6.1. Registered Users must not use the Auction Platform to:
 - 6.1.1. advertise any product or service other than Lots Listed in accordance with the Auction Terms, without the express written permission of Elders;
 - 6.1.2. manipulate, alter or misrepresent the prices of any Lots listed for sale on the Auction Platform, whether it be Bid Prices, Buy Now Prices or Purchase Prices;
 - 6.1.3. Bid on any Lot that the Registered User or one of their Associates is selling;
 - 6.1.4. spread any virus, worm, trojan, cookie or other programme;
 - 6.1.5. defame any person;
 - 6.1.6. post or offer for sale anything that could be considered, by a reasonable person, offensive or an affront to usual decency; or
 - 6.1.7. further a crime or other unlawful activity.
- 6.2. Elders will deregister Registered Users who breach clause 6.1 and may refuse to re-register those Registered Users in future if they attempt to establish new User Profiles.
- 6.3. Registered Users agree to indemnify Elders, and its Related Bodies Corporate, for any loss or damage they incur as a result of, or in connection with, any breach of clause 6.1 by the Registered User.



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7. Privacy

- 7.1. Elders will comply with Elders APP Privacy Policy in handling personal information.
- 7.2. Personal information that Registered Users submit to Elders in Registering or transacting through the Auction Platform is required by Elders in settling the sale and purchase of Lots through the Auction Platform. Primary purposes for which Elders receives personal information from Registered Users includes the use of that personal information in facilitating the completion of Transactions, including by disclosing personal information to Vendors and Buyers of Lots. For example, Elders may need to provide a Vendor with the name, telephone number and email address of the Buyer, so that the Vendor and Buyer can arrange delivery of the Lots.
- 7.3. Elders may also be required to disclose personal information Registered Users have submitted when registering with or transacting through the Auction Platform to governmental authorities in order to comply with legal or regulatory requirements, such as the payment of levies on sales and purchases of Lots or to respond to investigations into Transactions. Elders may also disclose personal information when updating governmental or industry bodies (such as breed societies) and any relevant registers (such as NLIS) for Livestock that have died prior to completion of a transaction.
- 7.4. From time to time Elders will send promotional and marketing communications to Registered Users, to promote the products and services of Elders and its Related Bodies Corporate, including those associated with the Auction Platform and additional products or services which Elders considers may be of interest to Registered Users. Registered Users may opt out of receiving these communications at any time through the unsubscribe option on Elders' emails or by telephoning the Elders Limited privacy officer. Registered Users who wish to opt out should refer to Elders' APP Privacy Policy, available at www.elders.com.au.
- 7.5. By Registering with the Website, Registered Users consent to Elders disclosing or using personal information for the purposes described in clauses 7.2 to 7.4.