

EXOASSETS User Agreement

This User Agreement governs the Services that we offer at the Sites, including Online Auction sales, buy now sales and online tenders.

Please read this User Agreement carefully.

Important. Please note that by entering into this User Agreement, you accept terms which state that:

- If you are the winning bidder at an auction and you do not proceed with the purchase, cancellation fees are payable (see clause 3.2 for more information).
- If you fail to collect or take delivery of an item within certain timeframes you may be required to pay storage fees, and/or the item may be sold or disposed of (see clause 9.1 for more information).
- We do not accept liability for loss arising out of technical and/or software issues associated with Online Auctions (see clause 8.1 for more information).
- If you are the Winning Bidder, GST and a Buyers Premium is ordinarily payable in addition to the Winner's Bid Amount (see clause 3.2 for further details of amounts payable).

1. General

1.1 Terms and conditions

- a. Capitalised terms used throughout this User Agreement are defined in clause 12.
- b. The terms and conditions contained in this User Agreement set out your obligations when using the Service. This User Agreement also sets out our obligations to you.
- c. If you have any questions regarding this User Agreement, please contact our customer service team at customerservice@exoassets.com
- d. We may amend this User Agreement from time to time by posting an updated version of it on the Site. The updated version will become effective one month after being posted on the Site. You should review this User Agreement from time to time. Your continued use of the Service following any amendments to this User Agreement will constitute your acceptance of this User Agreement as amended.
- e. Further terms and conditions may apply in relation to particular sales, and will be set out on the Sale Overview, Lot Page or Item Page.

1.2 Use of the service

- a. The Service is provided to you. You must not re-sell or distribute access to the Service to another person.
- b. We may suspend or terminate your access to the Service if we reasonably suspect that you have engaged in fraudulent or criminal activity in connection with a Site or use of the Service.

1.3 Obligation to maintain system integrity

- a. You must not interfere or attempt to interfere with the proper working of the Sites, the Service or any Online Auction or sale being conducted on or through a Site.
- b. You must not take any action which imposes an unreasonable or disproportionately large burden on our system or the Sites.
- c. You must not disclose your user name and password to anyone else.
- d. You must not use your account for an unauthorised purpose (including for commercial or criminal use).
- e. You are solely responsible for your transmissions through the Service. You must:
 - i. not forge communications or take any action to disguise your location when communicating on our Sites (either by direct message or email);
 - ii. allow another person to send communications that falsely identify your account as the origin;
 - iii. not interfere with or disrupt networks connected to the Service;
 - iv. not use the Service for any illegal or criminal purpose; and
 - v. comply with all regulations, policies and procedures of networks connected to the Service which either apply by operation of law or are referred to in a Site.

- f. Acting reasonably, we may immediately block, suspend or terminate your access to and use of the Service if you breach any of clauses 1.2(b), 2.1(b), 2.2, 2.4 or 3.1(f) of this User Agreement, or any other material term. Further, we reserve the right to bring a claim against you if the breach is significant.

2. Registration

2.1 Registering for use

- a. You must register your details and create an account with us to use the Service. Registration is free and does not oblige you to purchase anything. In the case of Live Auctions, if you register for a Live Auction under clause 5.2, then your details will be registered with us and an account created with us to use the Service after the Live Auction.
- b. You must not use any false or misleading information when registering for an account or using the Service. Your obligations to us will not be reduced in the event that you do provide us with such information.
- c. You must update your account if any of your details change. We are not responsible for any loss or damage (including misdirected emails or deliveries) which may occur because you did not provide us with complete or accurate information.
- d. When you register for the Service, you must choose a user name and password. You are responsible for the security of your user name and password. You will be responsible for any use of the Service where we can prove that access to and use of the Service was authorised by you or caused by your failure to properly secure your account and password details. This may include if you have failed to choose a strong password, or you have kept a written record of your account details that can be viewed by others. You must notify us immediately if you become aware of any unauthorised use of your user name or password or of any other security breach.
- e. We will send any relevant notices and communications to you via email, including information regarding:
 - i. the status of an Online Auction in which you are participating, such as 'you have been outbid' e-mails, or 'you are the Winning Bidder' emails;
 - ii. sales confirmation for 'Buy Now' Sales;
 - iii. the status of your delivery (if applicable);
 - iv. a copy of your invoice (if applicable);
 - v. offers, newsletters and promotional events, unless you tell us you do not wish to receive these communications; and
 - vi. requests for customer feedback.
- f. We accept no responsibility for any loss or damage incurred if you do not receive a notification or communication from us.
- g. You can request to close your account by emailing us at customerservice@exoassets.com. You may not close your account while you are the highest bidder on an Online Auction.
- h. We will only close your account if:
 - i. any Online Auction in which you have bid has closed;
 - ii. any 'Buy Now' Sale in which you have participated is finalised; and
 - iii. we have received, in cleared funds, all amounts you owe us.

2.2 Eligibility to participate

You must not use the Service if you are:

- a. under 18 years of age;
- b. an undischarged bankrupt; or
- c. (if you are a company) under any type of insolvency proceedings or administration.

2.3 Information published on the Site

You must ensure that any information you provide to us at any time:

- a. is true, accurate and complete;
- b. is not false or misleading;
- c. does not infringe upon any other person's rights (for example, intellectual property rights);
- d. is not contrary to any applicable law;
- e. is not defamatory, threatening or harassing;

- f. is not obscene or pornographic; and
- g. is free of any viruses or malware, (including 'Trojan horses', 'worms', 'time bombs', 'cancelbots' or any other computer software that may damage or interfere with our systems).

3. Your rights and obligations

3.1 Bidding at Online Auctions

- a. When you use the Service to bid at an Online Auction, you are making an offer to buy the item at your bid price. If your bid price is the Winner's Bid Amount, you will be the Winning Bidder and must purchase the item and pay any applicable additional fees and charges.
- b. Once your bid is placed at an Online Auction, it cannot be withdrawn.
- c. If you have set up the Maximum Bid function on your account, once your Maximum Bid is placed, it cannot be altered or withdrawn.
- d. Goods offered by Auction are sold on an "As is, Where is" basis. It is your responsibility to read the Product Information, Sale Overview, Lot Page and any other information we provide relating to any item listed for auction on the Site. Please do not rely solely on the title summary or any photographs of the item. Please read the information provided and attend any advised physical inspections, to assess the suitability of an item for you before bidding.
- e. Please make sure you understand the delivery and payment terms, including any amendment to those terms and conditions as outlined in the item's description or in the Sale Overview and Lot Page. Generally, a Buyer's Premium, and other charges including a delivery fee, will apply to all Online Auctions.
- f. You must not engage in any form of bid manipulation or betting.
- g. In relation to Live Auctions, bidding for an auction can only take place online.

3.2 Payment for Online Auctions

- a. If you are the Winning Bidder in an Online Sale, you must pay the Invoice Amount.
 - i. The Invoice Amount for an Online Sale may be paid IN FULL to our nominated bank account within two (2) working days from the closing date of the Online Sale.
- b. If you:
 - i. refuse to pay or otherwise fail to complete the purchase of an item when you are the Winning Bidder or
 - ii. do not comply with this User Agreement in a material respect,we may, in our discretion and acting reasonably:
 - a. bring court action against you for any outstanding amounts you owe us, including any Buyers Premium and all reasonable costs incurred by us as a result; and/or
 - b. resell the item in any manner and on such conditions as we see fit. In some circumstances we may make a claim against you for the losses we have incurred if the resale price is less than the Invoice Amount.
- c. In addition to our rights under clause 3.2(e), if you refuse to pay or otherwise fail to complete the purchase of an item when you are the Winning Bidder, we may, in our discretion and acting reasonably, charge you a cancellation fee of \$250 or up to 30% of the Invoice Amount (whichever is the greater) to cover the actual and reasonable costs we incur because of your failure to complete the purchase; and these costs may include but are not limited to the cost of resale of the item, any lost commission and Buyers Premium (if any), administration costs, restocking costs and any other reasonable costs; and you authorise us to deduct from your credit card any amount owing to us under this subclause (f). In the event that we deduct an amount from your credit card we will inform you of this and provide you with reasonable details of the charge.
- d. Notwithstanding that you have been notified that you are a Winning Bidder, we may not proceed with completion of the sale of an item if:
 - i. you do not pay the Invoice Amount into our nominated bank account within 2 working days of the closing date of the Online Auction; or
 - ii. we have endeavoured, but are unable to contact you.

3.3 'Buy Now' Sales

- a. If you purchase an item on a 'Buy Now' Sale, you must pay the Invoice Amount.

4. The Online Auction Process

4.1 Procedure

- a. You may bid in an Online Auction by:

- i. placing a manual bid; or
 - ii. except in relation to Live Auctions, using Maximum Bid.
- b. If you bid at an Online Auction using Maximum Bid, you are responsible for monitoring the Online Auction in which you are participating.
- c. An Online Auction will start at the specified time and at the minimum starting price nominated by us.
- d. All bids placed at an Online Auction:
- i. must be made on a per-item basis; and
 - ii. may only increase by multiples of the nominated bid increment amount (for Live Auctions, the multiples of the nominated bid increment amount will be set by EXOASSETS).
- e. We may close an Online Auction before the scheduled closing time if:
- i. we suspect there is or may be fraudulent or malicious bidding;
 - ii. there are or may be processing or systems errors;
 - iii. there are or may be technological errors or Site failure; or
 - iv. we are not satisfied as to the proof of ownership of the item the subject of that auction.
- f. Subject to clause 5.4, which relates to Live Auctions, Bids will be ranked in the following order:
- i. bid price; and
 - ii. bid quantity.
- If two or more bids are for the same bid price, the higher quantity bid will take precedence.
- g. All bids placed on Online Auctions are made on a per-item basis and bid amounts may only be increased in multiples of the specified bid increment amount. If you are the current highest bidder on an Online Auction, you will not be permitted to change your current bid to a lower bid. You must wait until your current highest bid is exceeded by another bidder.

4.2 Reserve Prices

The vendor may nominate a minimum reserve sell price on an item. If your bid is lower than the reserve price a notification of 'Reserve not met' will appear. Once bidding meets or exceeds the reserve price the 'Reserve not met' label will be removed and the highest bid for each item on the lot at the end of the auction will win. Please note that when you confirm your bid, it will be accepted as a valid bid, even when the 'Reserve not met' label is shown.

4.3 Reserve Price not met at end of Auction

If the reserve price has not been met at end of the auction, the highest bidder below the reserve price may be contacted.

4.4 Conclusion of online auction

- a. An Online Auction will close at the end of the time period specified for that Online Auction, provided there are no new successful bids during the 10 minutes immediately preceding the end of the time period specified. If there are any successful bids on a particular lot or item within 10 minutes of the time specified for the close of the Online Auction, the auction will continue to be extended until there are no more within the Refresh Period. We accept no responsibility for any missed or unsuccessful bids resulting from any slight variations that may occur in the length of the Refresh Period.
- b. When an Online Auction in which you have participated closes and you are the Winning Bidder, we will notify you of this by e-mail, including the amount of your winning bid and the item number and description.
- c. Non-receipt of a Winning Bidder (or any other) email from us will not release you from your obligation to complete the purchase of the auction sale item.
- d. If you are the Winning Bidder for an item at an Online Auction, you must complete the transaction and purchase that item.
- e. Unless otherwise stated all prices are quoted in Australian dollars.

4.5 Technological errors

With respect to Online Auctions, if any errors or delays arise as a result of or in connection with technological difficulties, including technological difficulties associated with our servers, data hosting centre, internet service provider or software for Online Auctions, we may, acting reasonably:

- a. prior to or after the original time set for conclusion of the Online Auction, extend an Online Auction for a period of time we choose;
- b. prior to or after the original time set for conclusion of the Online Auction, re-open an Online Auction for a period of time we choose;
- c. prior to or after the conclusion of an Online Auction, retract any Winning Bidder's emails which may have been sent out to bidders;

- d. prior to or during an Online Auction, amend the start price allocated to an item for sale online; and/or
- e. cancel an Online Auction and conduct the auction again.

6. Returns

6.1 Your statutory rights

- a. Your rights in this User Agreement are in addition to any rights you have as a consumer under the Australian Consumer Law. You can generally find out more about consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State or Territory fair trading authorities.
- b. There are a number of consumer guarantees in the Australian Consumer Law which do not apply to the sale of goods by auction that is conducted by an agent. These are, in the Australian Consumer Law, at:
 - i. section 54, relating to acceptable quality;
 - ii. section 55, relating to fitness for any disclosed purpose;
 - iii. section 56, relating to the supply of goods by description;
 - iv. section 57, relating to the supply of goods by way of sample;
 - v. section 58, relating to repairs and spare parts; and
 - vi. section 59, relating to express warranties.
- c. The following consumer guarantees in the Australian Consumer Law do apply to the sale of goods by auction when conducted by an agent:
 - i. section 51, relating to title;
 - ii. section 52, relating to undisturbed possession; and
 - iii. section 53, relating to undisclosed securities.
- d. If you are a consumer under the Australian Consumer Law, and having regard to the above, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- e. If an item is described on the Site as being faulty or in a damaged or used condition, you acknowledge that condition when choosing to purchase that item. To the extent permitted under the Australian Consumer Law, we accept no liability for the condition of such an item.
- f. Nothing in this User Agreement restricts or excludes any rights you may have under the Australian Consumer Law.

6.2 Return of Goods - Online Auctions

- a. This clause 6.2 applies to sales of goods by auction on the Site where we are an agent of the seller.
- b. Subject to clause 6.2(c) and any rights you have under the Australian Consumer Law, items bought at Online Auction may not be returned to us for any reason, including if:
 - i. you change your mind; or
 - ii. you had, or did not have, the opportunity to inspect the items before bidding.
- c. In addition to any rights you have as a consumer under the Australian Consumer Law, we will permit an item purchased at Online Auction to be returned to us if we are responsible for delivering the item to you and the item was delivered to you in a damaged state due to the transit process.
- d. If you wish to return an item, please contact our customer service team by email at customerservice@exoassets.com within 14 days of the date of the sale. You should provide full details of your purchase and the reason for returning the item. We will endeavour to email you a returns advice form.

6.3 Return of goods – Buy Now sales and Online Auctions where we are the seller

- a. This clause 6.3 applies to:
 - i. 'Buy Now' Sales, but does not apply to vehicles purchased through 'Buy Now' Sales. Conditions of sale for vehicles purchased through 'Buy Now' Sales are set out on the relevant Sale Overview page; and
 - ii. Online Auctions where we are the seller of the goods being sold.
- b. Subject to clause 6.4, you may not return 'Buy Now' Sale items because you change your mind.
- c. In addition to any rights you have as a consumer under the Australian Consumer Law, we will permit an item purchased to be returned to us if:

- i. the description of the item on the Site was materially different to the item delivered to you;
 - ii. we are responsible for delivery and the item was delivered to you in a damaged state; or
 - iii. the item is faulty.
- d. If you wish to return an item, please contact our customer service team by email at customerservice@exoassets.com within 14 days of the date of the sale. You should provide full details of your purchase and the reason for returning the item. We will endeavour to email you a returns advice form.
- e. Subject to our obligations under the Australian Consumer Law, if we determine that your item is faulty or damaged or incorrectly described or does not meet an applicable consumer guarantee, we will endeavour, within 21 days, to refund your item.

7. Our rights

7.1 Suspension from use of Service

We may permanently refuse you the right to use the Service if you:

- a. do not pay for an item and/or refuse delivery of an item;
- b. give information which is untrue, inaccurate or incomplete; or
- c. have engaged in any form of bid manipulation.

7.2 False or Misleading Conduct

It is illegal to use a false name or to buy items or make bids with an invalid or stolen credit card. We will refer any fraudulent use of the Service to the relevant law enforcement authorities.

7.3 Rights as agent and/or seller

- a. We may at any time withdraw and/or re-offer an item for sale at any time if the item:
 - i. becomes unavailable due to damage;
 - ii. in the case of auction items, has uncertain ownership, or is withdrawn by the manufacturer, distributor or Vendor;
 - iii. has been erroneously listed twice;
 - iv. is incorrectly described; or
 - v. is incorrectly priced.
- b. In order to comply with our legal obligations, and if requested by a law enforcement agency or government body, we may remove certain items and/or information from the Site.

8. Liability and indemnities

8.1 Our liability to you

- a. As stated at clause 6.1, above, your rights in this User Agreement are in addition to any rights you have as a consumer under the Australian Consumer Law. Nothing in this User Agreement restricts or excludes any rights you may have under the Australian Consumer Law.
- b. In an Online Auction, we are not responsible for bids not received, processed or accepted which is reasonably due to technical difficulties, including bids placed by Maximum Bid. In particular, we are not responsible for any loss, liability or damage incurred by you as a result of a bid not received, processed or accepted which is reasonably due to technical difficulties.
- c. Subject to our obligations under the Australian Consumer Law, we provide the Sites and the Service without any express or implied warranty or condition concerning their capacity or availability.
- d. Neither we nor our suppliers are liable for any lost profits or any consequential damages arising out of or in connection with the delivery of the Service or the sale of any goods.
- e. We do not guarantee continuous, uninterrupted or secure access to the Service or the Site. Operation of the Site may be restricted by factors outside of our control or maintenance.

8.2 Limitation of our liability to you

- a. In relation to the items sold on the Site, and subject to the Australian Consumer Law, we will endeavour to:
 - i. provide accurate descriptions to fairly reflect each item; and
 - ii. ensure that each item listed on the Site is in fact available and ready for purchase.
- b. Subject to this clause, and to the extent permitted by law, all express or implied conditions or warranties in connection with the Service, the Site and the sale of any items are excluded.

- c. We do not exclude liability under any guarantee, condition or warranty which cannot be excluded by law. For example, we do not exclude guarantees under the Australian Consumer Law that apply to goods we sell. However, to the fullest extent permissible by law, we expressly limit our liability for breach of a consumer guarantee in respect of the supply of products which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, at our option:
 - i. in the case of goods supplied, to:
 - A. the replacement or repair of the goods;
 - B. the supply of equivalent goods; or
 - C. making a full refund to you; and
 - ii. in the case of services supplied, to:
 - A. supply of the services again;
 - B. payment of the costs of having the services supplied again; or
 - C. making a full refund to you.

8.3 Indemnities

- a. You waive, release, discharge and relinquish any and all claims that you now have or may have against us, our affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives which are connected with, arise out of, relate to or are incidental to the use of the Service, except to the extent that any claim arises directly from our fraud, gross negligence or wilful misconduct.
- b. You agree to indemnify and hold us, our affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives (the Indemnified Parties) harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by the Indemnified Parties arising out of or in connection with the performance of their obligations under this User Agreement including any legal costs, fees and expenses of defending ourselves against any claim by any or all of the parties to any transaction and/or by any other person and/or as a result of your negligent act or omission.
- c. You further agree to indemnify and hold us, and the Indemnified Parties harmless from any claim or demand, including legal fees on a full indemnity basis, made by any third party due to or arising out of a breach of this User Agreement by you.

9. Collection, delivery, insurance and risk

9.1 Collection and delivery

- a. We may withhold delivery or collection of any item until you have paid all amounts owing to us.
- b. Any collection times stated in the Sale Overview, Item Page, lot or Lot Page or otherwise are estimates only. While we will use reasonable endeavours to comply with the stated collection times, we will not be liable to you for any loss or damage you suffer as a result of our failure to comply with such times.
- c. Where items are not held by us on our premises, you must strictly observe and comply with any collection times and arrangements we specify. This is because we may have limited ability to access the items. If you do not comply with the collection times and arrangements that we specify, there is a risk that the item will be removed from the premises, after notice to you, and in such circumstances we will not be liable to you for the unavailability of the item and we will not refund the purchase price to you. We will, however, use all reasonable endeavours to assist you to arrange access to the item again.
- d. If you visit any place where goods are stored to inspect or collect them, you must comply with:
 - i. any relevant laws regarding occupational health and safety;
 - ii. any directions or warnings about the goods or their location in the Sale Overview, Item Page, lot or Lot Page; and
 - iii. any directions given by us or anyone authorised by us when inspecting or removing any goods from any location.
- e. You acknowledge that you inspect or remove goods at any location at your own risk.
- f. If we are unable to deliver an item or you do not collect it within 7 days of a sale we may charge a storage fee in accordance with our usual rates, as set out in clause 9.1(g), below, or at other rates we may reasonably specify. For motor vehicles and industrial equipment, unless otherwise agreed, our storage charges are \$50 per day or \$250 per week.
- g. Subject to any applicable legislation governing the disposal of uncollected goods, if you do not collect or take delivery of an item within 7 days of a sale, and after 3 months notice to you:
 - i. where the item was purchased for \$100 or more, we may sell the item on terms we consider reasonable and refund the proceeds of sale to you, less Buyer's Premium, a storage charge of \$5.00 per day and an administration fee of \$40.00; and
 - ii. where the item was purchased for less than \$100, we may sell or otherwise dispose of the item, without refund to

you.

10. Governing law

This User Agreement is governed by and will be construed according to the laws of Western Australia and is subject to the jurisdiction of the courts of Western Australia.

11. GST

- a. The Sale Overview, lot, Lot Page or Item Page will state whether the sale price of an item is inclusive or exclusive of GST.
- b. You acknowledge and agree that:
 - i. if the sale price is stated to be GST Inclusive, any Buyer's Premium will include GST and will be calculated as a percentage of the sale price (inclusive of GST); and
 - ii. if the sale price is stated to be GST Exclusive, GST will be calculated on and added to the sale price, and in the case of an Online Auction the Buyer's Premium exclusive of GST will be calculated on the sale price.

12. Definitions and interpretation

- a. Maximum Bid means the process by which you elect and submit a maximum bid amount and our Online Auction system will automatically incrementally increase your existing bid in the event that your existing bid is exceeded by another bidder up to your maximum bid amount.
- b. 'Buy Now' Sale means a sale of anything located in the 'Buy Now' section.
- c. Buyer's Premium means that percentage of the Winner's Bid Amount as identified on the Sale Overview and Lot Page. Buyer's Premium is payable by the winning bidder of an Online Auction. The Buyer's Premium is payable in addition to and at the same time as the Winner's Bid Amount, and will form part of the total Invoice Amount to be paid by the winning bidder for the purchase of the sale lot. The Buyer's Premium may be inclusive or exclusive of GST as identified in the Sales Overview and Lot Page.
- d. GST means goods and services tax determined in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
- e. Invoice Amount means:
 - i. for an Online Auction:
 - A. the Winner's Bid Amount;
 - B. the Buyer's Premium; and
 - C. any other fees and charges specified in the Sale Overview and Lot Page, including but not limited to tax, delivery and insurance charges; and
 - ii. for 'Buy Now' Sales, the purchase price together with any other applicable charges, for example delivery charges.
- f. Item Page means the specific page on the Site that contains the special terms and conditions attached to a particular item for sale.
- g. Lot Description means the description of an item contained within the sale catalogue and identified with its individual lot number.
- h. Lot Page means a page that describes a particular item for sale by Online Auction and may include special terms and conditions.
- i. Online Auction means a sale or prospective sale of an item by auction online
- j. Product Information means any information posted by us on the Site in relation to any item posted by us for sale on the Site.
- k. Refresh Period means the time between nine minutes and one second and nine minutes and fifty nine seconds (inclusive), being the period that the Site's timing mechanism has entered the tenth minute. For example:
 - i. where a bid is placed at 2:53:00 pm, assuming there are no further bids placed, the auction will close at 3:03:00 pm;
 - ii. where a bid is placed at 2:53:45 pm, assuming there are no further bids placed, the auction will close at 3:03:00 pm;
 - iii. where a bid is placed at 2:54 pm, assuming there are no further bids placed, the auction will close at 3:04:00 pm.
- l. Sale Overview means any special terms and conditions and product specifications attached to a particular item.
- m. Service means any of the services offered by EXOASSETS (including Online Auction sales and 'Buy Now' Sales).
- n. Site(s) means the EXOASSETS website including expassets.com and EXOASSETS apps.

- o. User Agreement refers to these terms and conditions.
- p. Us/we/our means EXOASSETS Pty Ltd ABN 36 627 241 258 of Level 3, 267 St Georges Terrace, Perth WA 6000.
- q. Vendor refers to the seller of any items through an Online Auction or the supplier or manufacturer of items sold through 'Buy Now' Sales.
- r. Winner's Bid Amount refers to the amount of the highest bid
- s. Winning Bidder refers to the bidder who has the highest bid at the conclusion of the Online Auction.