

TERMS AND CONDITIONS

These Terms and Conditions are between you, the Registered User or the User (as the case may be), and us, the Company, and govern your use of the Web Site.

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Section 1. Introduction

1. Definition of Terms

Account means the general sense of the word; the collection of money, services, Tokens on behalf of a Registered User of the Web Site

Administration Fee means a fee that is charged to any Registered User for administration of his Account. Where such fee is likely to arise, the Company shall inform the Registered User in advance.

Auction refers to an electronic time-critical auction of a Product, on which all Registered Users may Bid

Bid refers to the action of spending one or more Tokens on an Auction, whereby each Bid increases the price of that Auction by €0.10 (ten cents). **Bidding** shall be construed accordingly.

Buyer Protection means the procedures implemented by the Company as set out in Section 3.28 (Right to Institute Buyer Protection).

the **Company** means Dream Bid Limited, Suite 5106, Unit 1, 77 Sir Rogerson's Quay, Dublin 2, Ireland. References to we, our, us shall be construed as references to the Company.

Contract Year means (i) in respect to Registered Users, each successive twelve (12) month period commencing on the date on which the Registered User becomes registered; and (ii) in respect to Users, the twelve (12) month period preceding the event or events which give rise to User's claim against the Company.

Collusion shall have the meaning given in Section 10(1) (Definition of Collusion).

Dream Bid means the Web Site and Platform run by the Company.

Intellectual Property means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the

confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Level of Credit is the measure for the number of Tokens that a User has in his Account.

My Dream Bid means the personalised section of the Web Site where Registered Users may edit their account and view their recent activity including wins, Tokens spent, orders and order status.

Non-Personal Information means, but is not limited to:

- a. the date a Registered User registered on the Web Site,
- b. the categories of Auction which a Registered User Bids upon,
- c. the Products won and bought by a Registered User,
- d. the Bids placed by a Registered User, and
- e. the time of day a Registered User is typically active on the Web Site.

Order means an agreement between the Registered User and the Company for the provisions of a particular Product or Products.

Paid Tokens means Tokens that the User has purchased into his Account.

Payment Options means the options available to a Registered User to pay for Auctions, Tokens, Products or any Services supplied by the Company. The options available include Credit Card and PayPal.

Product means any item for sale on the Web Site, excluding Tokens

Product Type means 'Luxury Product'.

Registered User refers to any person that has registered through the Web Site. References to you and your shall be construed as references to the Registered User with which the Company contracts under these Terms and Conditions.

The **Return Time Period** means within 30 days of the delivery of a Product to a Registered User

Site Attack has the meaning given in Section 12(1) (Frequency of Site Attacks).

Server Timer refers to the internal time keeping unit in the system.

Time Period for Payment of Winning Bid means any time within 7 (seven) days of a Winning Bid

Timer Countdown refers to the value the timer resets back to after a Bid is placed

Timer refers to the remaining time on the auction assuming no further Bid is placed

Tokens refer to the intangible Dream Bid currency which a Registered User may purchase, or otherwise acquire, in order to Bid on Auctions on the Web Site.

Token Packages are described in Section 6(1) (Purchasing Tokens).

User means any person who uses the Web Site but is not a Registered User.

Winning Limit means the amount of Products a Registered User may win within a certain time period. Further **Winning Limits** apply by Product Type.

Web Site includes the head site domain <https://www.dream-bid.com> and all other generic sub-domains including but not limited to <https://www.dreambidauctions.com>, <https://www.dream.bid> ;

Winning Bid means the value of the final Bid on any Auction on which the Countdown Timer has reached zero

Winning Bidder means the Registered User who placed the Winning Bid on any Auction

2. Scope

The Company operates an e-commerce Web Site, which:

- a. runs Auctions and
- b. supplies Products

These represent the Company's main interests.

The Web Site is designed to ensure a level playing field for all Registered Users who wish to Bid on its Auctions.

3. Date of these Terms and Conditions

We shall notify Registered Users when we update these Terms and Conditions by including such information in these Terms and Conditions or elsewhere on the Web Site.

4. Your Relationship with the Company

Registering on the Company's Web Site gives you the status of a Registered User. All Registered Users must therefore agree that these Terms and Conditions constitute the contractual relationship between the Company and the Registered User in relation to its Web Site.

These Terms apply equally to all countries in which the Company operates. Registration and use of the Web Site operated by the Company constitutes an acceptance by a Registered User of all of the Terms herein. These Terms constitute a legally-binding agreement between a Registered User and the Company. A Registered User is assumed to have read through them all carefully. If a Registered User violates any of these Terms and Conditions, he may be suspended from the Web Site.

If suspended from the Web Site, he will not be entitled to receive any item won or purchased from the Company and will forfeit any remaining Tokens in his Account.

The following section of these Terms and Conditions shall apply to Users: 1 (Introduction); 8(9) (Right to Terminate these Terms and Conditions); 11 (Suspension); 12(3) (Disclaimer); 16 (Any Claims); 20 (Disclaimers); 21 (Intellectual Property Rights); 22 (External Links); 23(3) (Monitoring Operations by Company); 25 (Waiver/Severability); 26 (Notices); 27 (Entire Agreement); and 28 (Section Titles for Convenience Only). References to “Registered User” in these sections shall be construed to be references to “User”.

5. Consumers Only

These Terms and Conditions may only be accepted by consumers acting in a personal, and non-commercial, capacity. Non-consumers who are in a business relationship with the Company cannot avail themselves of any of the rights given under these Terms and Conditions.

6. Business Relationship

These Terms and Conditions apply exclusively to the business relationship between:

- a. The Company, including its Web Site, and
- b. Its Registered Users

7. Use of the Web Site Is Acceptance of Terms

By using the Web Site, a Registered User fully accepts these Terms, as well as the manner in which the Company conducts its business activities. The Company does not recognise any other Terms and Conditions unless the Company has agreed to their validity in writing. The Company also reserves the right to change these Terms and Conditions at any time by posting an updated version of these Terms and Conditions on the Web Site. In the event that Terms and Conditions are updated, the effective date of such updated Terms and Conditions shall be expressed on this webpage, and a Registered User’s continued use of the Web Site shall be deemed to be such Registered User’s acceptance of such updated Terms and Conditions.

We recommend that you routinely review these Terms and Conditions to ensure you have read and understand the Terms and Conditions in force at the time.

You must comply with the following additional terms which apply to your use of the Web Site:

- a. Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Web Site, you consent to such processing and you warrant that all data provided by you is accurate.
- b. Our Cookie Policy, which sets out information about the cookies on the Web Site

8. Disclaimer Regarding Content

None of the content on the Web Site is intended to amount to advice. A Registered User should not place any reliance on it. The Company disclaims to the fullest extent permitted by law all liability and responsibility arising from any reliance placed on any content on the Web Site, including by any parties who may link to such content or even be informed of such content by third parties.

We may update or change our Web Site from time to time.

For further information regarding Content, please refer to Section 4 (Products, Guarantees and Returns) and in particular Section 4(3) (Product Descriptions) and Section 4(4) (Product Images).

9. Applicable Law

The Company operates Web Sites in different countries. Different countries are subject to different laws. The Company's Headquarters are based in Ireland. These Terms and Conditions are subject to Irish law.

10. Severability Clause

These Terms and Conditions (and any non-contractual obligations arising out of or in connection with it and any claim or dispute in relation to its formation) are governed by and interpreted in accordance with Irish law.

These Terms and Conditions exclude the UN Convention on the International Sale of Goods. Should any terms of these Terms and Conditions be the subject of legal action in Ireland, and found to be unenforceable, this shall only affect the applicability of such term(s).

11. Choice of Forum

Each party irrevocably submits to the exclusive jurisdiction of the Irish courts in relation to these Terms and Conditions (and any non-contractual obligations arising out of or in connection with it and any claim or dispute in relation to its formation).

12. Registered Users

a. Registered User Requirements

A Registered User must:

- a.** be over the age of 18, and
- b.** be able to enter into legally-binding contracts with the Company.

If a Registered User does not fulfil these requirements at the time of registration then these Terms and Conditions will be void. Furthermore, a Registered User warrants, by registering with the Web Site, that he will provide a residential postal address (Not a PO (Post Office) Box address) to take delivery of the Products he wins or purchases.

b. Registered User Restrictions

A Registered User must not be:

- a. a person who has already registered with the Web Site (See further Section 2(2) (Lone Registration) and Section 2(12) (Obligation to behave Honestly))
- b. a previously suspended Registered User of the site, who has re-registered; and/or
- c. a person in any way associated with the Company (see Section 1(13) (Restrictions on those Associated with the Company)); and/or
- d. resident outside of the country where he has registered (see further Section 2(1) (Requirement to be Resident in Country of Usage)).

If a Registered User is any of the above at time of registration then these Terms and Conditions will be void.

13. Restrictions on those Associated with the Company

Those associated with the Company will, of necessity, be required to use the Web Site in order to fulfil the Company's obligations under Section 3 (The Company - Overarching Requirements, Rights and Obligations) of this Agreement.

However, it is expressly forbidden for a Company:

- a. employee,
- b. director, or
- c. relative of an employee or director

(each, a person "associated with the Company")

to use the Web Site in the manner of a Registered User.

No person who is associated with the Company under this section can agree to these Terms and Conditions, and none of the protections or rights herein are extended to a person associated with the Company.

The Company is committed to a level playing field for all Registered Users. To this end, no-one associated with the Company may agree to these Terms and Conditions, become a Registered User and/or use the Web Site (other than where expressly permitted herein).

Section 2. Registered Users – Overarching Requirements, Rights and Obligations

1. Requirement to be Resident in Country of Usage

A Registered User must use the version of the Web Site tailored for the country where they are resident. For example, only residents of the Ireland may use the Dream Bid Ireland Web Site. The Company filters all IP addresses used to access its different Web Sites. IP addresses

from outside the country of operation will be rejected during operations such as Bidding and Buying Tokens or Products. The prohibition extends to accessing any Web Site from abroad. A Registered User who is on holiday outside of his resident country must not attempt to use the Company's services until he returns from holiday.

Furthermore, if a Registered User has been suspended from the Web Site, but then physically moves to another country in which a different country Web Site operates, he must not attempt to become a Registered User in this new country.

It is strictly prohibited to register, or to attempt to use any of the Company's services, from outside the country where a Registered User is resident. In the unlikely event that a Registered User is able to achieve this, his Account will be automatically terminated in accordance with Section 11. The effect of Suspension in this case will be as outlined in Section 11(2) (Effect of Suspension).

2. Lone Registration

A Registered User may not register more than once with the Web Site. Multiple identities and accounts are banned.

3. Username

A Registered User must choose a username during the registration process. This username must not be offensive or infringe the right of a third party. This username must not be misleading, used to give opinions, or directly or indirectly solicit other Registered Users to use the services of any other business. Certain other obligations are created in respect of a Registered User's username in accordance with Section 2(13) (Obligation to Retain Username) (Obligation to Retain Username).

The Company has a right to change any Username which is in breach of this term. See Section 3(1) (Right to Change the Username of a Registered User) (Right to Change the Username of a Registered User).

4. Password

A Registered User will be given a password for access to the Web Site during the registration process. This password must be kept secret. All Registered Users are liable for any activities undertaken using their username and the associated password.

5. Mobile Phone Number

A Registered User may need to provide a mobile phone number from his resident country during the registration process. This is done in order for the Company to authenticate him/her and allow him/her to become a Registered User. An authentication code is sent to this phone number.

6. List of Countries and Sites That May Use Dream Bid

Individuals may register and use Dream Bid solely in the following countries:

- a. Ireland
- b. Italy
- c. United Kingdom

The Web Site is localised for each individual country, and the correct taxes and language is used on a "per site" basis. Registered Users must use the local Web Site for their country, although the same Auctions will be displayed on each local Web Site.

7. Right to Buy any Auctioned Product for the Winning Bid Price

A Registered User has the right to offer to buy any Product on which he placed the final Bid before the Auction Timer reaches zero. The Company has a corresponding obligation to sell that Product to him for the price of the final Bid (plus shipping and handling). See further under Section 3(22) (Obligation To Sell Any Auctioned Product to the Registered User who holds the Winning Bid) (Obligation To Sell Any Auctioned Product to the Registered User who holds the Winning Bid).

8. Right to be Notified if Company Determines Collusion

A Registered User has the right to be notified if the Company concludes he has been guilty of Collusion. He has the right to be told why the Company believes he has Colluded and why. He also has the right to dispute the Company's claim using the procedure set out in Section 10(5) (Disputing Company's Claim of Collusion).

9. Right to Unilaterally Terminate these Terms and Conditions

A Registered User has the right to terminate these Terms and Conditions at any time. The Company provides the instructions on how to achieve this on its Web Site. Any effective communication in which a Registered User states he wishes to cancel his use of the Company's service (including telephone, e-mail or Registered Post) will terminate these Terms and Conditions. For the avoidance of doubt, by terminating the Terms and Conditions, the Registered User is cancelling his account. A Registered User has the right to cancel his account at any time, and the Company has no right to prolong the relationship.

10. Procedure for Return of Defective Product

The following term describes how a Registered User should return a defective product.

A Registered User must e-mail return@dream-bid.com before sending the Product back to the Company explaining why the Product is being returned, providing a justification and photographic evidence of the defects. Thereafter dream-bid.com will verify the problem and if

approved by our team the Registered User will receive a confirmation e-mail accepting the request. The Registered User must also return:

- a. the entirety of the Product,
- b. all of the associated packaging and
- c. all warranty information.

See further stipulations under Section 8 (Contractual Relationship and Cancellation of Account And/Or Product(s) Ordered).

11. Right to the Return of Paid Tokens and Closing Price in the Event of Auction Restarts

If the Company needs to restart an Auction in the event of a Site Attack (See Section 12 (Site Attacks)) or due to any other technical problem), a Registered User has the right to the return of all Paid Tokens he spent on an Auction.

There is no Right to the return of Free Tokens.

Furthermore, if a Registered User received an automatic notification of his 'win' - and was able to complete the payment process, he has the right to the return of the closing price he paid, plus the shipping and handling costs.

12. Obligation to Behave Honestly

The Company operates its Web Sites so that all Registered Users have the opportunity to win one or more Auctions in a 'level playing field' environment. All Registered Users are expected to behave honestly and fairly. The services of the Company are only provided to a Registered User whilst the Company retains trust in that Registered User to behave in this manner. The Company will suspend any Registered User who breaches this requirement under Section 11 (Suspension).

13. Obligation to Retain Username

A Registered User may change their username once, within the first seven days of registering. After this period, a Registered User is obligated to retain that username in respect of all of the Company's services. The Company can decide a username change at its discretion at any time.

14. Obligation to Ensure Password Protected

A Registered User must keep his Web Site password secret. A Registered User is liable for any activities undertaken using his username and the associated password.

15. Obligation to Update Mobile Phone Number

If a Registered User has informed the Company of his mobile phone number during the registration process, or via the My Dream Bid section, and has asked for reminders of upcoming Auctions to be sent to him via SMS, then this will occur. The Web Site tries at regular intervals for a maximum of 36 hours to deliver any SMS message. After this, it reports to the Company that the Registered User was not contactable on that mobile. Further SMS messages will then not be sent to that Registered User.

The Company recognises that a Registered User may change his mobile phone and forget to inform the Company, with the above result. To start to receive SMS messages again, the Registered User should update his number through the My Dream Bid section.

A Registered User's attention is drawn to Section 3(5) and to update his mobile phone number only when doing so will not interfere with any Auctions he is Bidding on, and any Orders that have not already been shipped to him.

16. Obligation Never to transfer Account

A Registered User's account is non-transferable. Only one individual person may use the account of a Registered User. If the Company finds that the Registered User is allowing other individuals to use his Account, it will take the actions detailed in Section 11(Suspension).

17. Obligation to Keep Payment Method Unique to Company Account

A Registered User is offered a number of methods to make payment for Products won and Tokens. These methods cannot, and must not, be used over different Accounts held with the Company.

- a. Further clarification of Registered User's Obligation to Keep Payment Method Unique to Company Account; If a Registered User uses a payment method (such as PayPal), this payment method becomes associated with his Account. If that same payment method is then used with a different Account, this triggers an investigation into whether Collusion is taking place (See Section 10 (Collusion)). The Company recognises that, in some cases, there will be an innocent explanation as to why a payment method associated with a different Account may have been used to fund a different one. Nevertheless, you undertake never to allow any funding of an Account belonging to another Registered User using any Payment Method you have used in connection with your own Account, the Web Site and/or the services of the Company.
- b. Exceptional Circumstances; In exceptional circumstances, the Company may approve a Payment Method associated with a different Account. The Registered User must:
 - a. Contact the Company before making payment, and
 - b. Request payment to be taken via this alternative Payment Method

Whether or not to allow that Payment Method will be at the sole discretion of the Company.

18. Obligation to Provide Proof of Identity (if Requested)

A Registered User recognises that, in order to effectively police the operations performed on the Web Site, the Company may need to verify his identity. This verification will be done in accordance with the Company's right under Section 3(2) (Right to Verify Identity of Registered User).

A Registered User agrees that, if he is requested to provide proof of his identity, this becomes an obligation which must be fulfilled before he can continue using his Account and the services of the Web Site.

If a Registered User does not wish to supply documents reasonably requested by the Company, he is obligated under Section 2(19) (Obligation to Notify the Company if Refusing to Provide Proof of Identity) as appropriate.

19. Obligation to Notify the Company if Refusing to Provide Proof of Identity

A Registered User who is obliged by virtue of Section 2(18) (Obligation to Provide Proof of Identity (if Requested)) to provide proof of identity has the right to refuse to upload it.

If so, he must notify the Company within 14 days of the Company's request of his refusal. If the Registered User refuses to supply the identification documents, that Registered User understands that the Company will withdraw their Acceptance of his Offer(s) to buy any Auctions or Products.

In the rare event that the Registered User:

- a. has not supplied identification documents;
- b. has paid for an Auction, or Product; and
- c. has not had it delivered to him due to his refusal to confirm his identity

the Registered User may opt to be refunded the amount(s) paid in full for those non-delivered goods.

20. Obligation to Pay For Any Auction on which he holds the Winning Bid within the Time Period for Payment of Winning Bid

A Registered User must pay the amount of his Winning Bid within the Time Period for Payment of Winning Bid.

Failure to do will result in the Registered User forfeiting his right to buy the Product in that Auction. Furthermore, if the Registered User does not make payment within the Time Period for Payment of Winning Bid, the Company will not be obliged to return the Tokens the Registered User spent in winning the Auction.

21. Obligation to Contact the Company if Required

A Registered User may need to contact the Company in rare situations concerning the supply of an Order (for example, the supply of an Age-Restricted Product or if the Registered User wishes to ship to an address which he appears to have inputted incorrectly).

In such situations, the Company will communicate this to him. This communication can take the form of:

- a. an e-mail; and/or
- b. via SMS; and/or
- c. via telephone call; and/or
- d. by the status of a Won Auction or Product being changed to 'On Hold' (This message will then appear in the Registered User's My Dream Bid section).

When the Company contacts the Registered User and seeks information from him, the Registered User must not refuse contact with the Company.

The Registered User must respond within thirty (30) days to any enquiry made of him from the Company, otherwise the Company may institute its right to suspend the Registered User (See [Section 11](#) (Suspension)).

22. Obligation to Examine any Products Won for Damage in Transit

A Registered User must carefully check the packaging and particulars of any Product he receives from the Company. This inspection should be done immediately on receipt of any Product won from the Company.

If the Packaging is clearly damaged, a Registered User should refuse to take delivery of the Product, should refuse to sign for delivery, explain to the Courier why he refuses to sign and refer to the terms in [Section 9](#) (Delivery).

23. Right to have Buyer Protection lifted on fulfilling the requirements of the Buyer Protection procedure

Under [Section 3\(28\)](#) (Right to Institute Buyer Protection), the Company has the right to institute a procedure called Buyer Protection on the Account of a Registered User. The procedure for lifting Buyer Protection is set out in full at [Section 3\(24\)](#) (Obligation to complete Buyer Protection procedure). The Registered User placed in Buyer Protection has the right to have his Account fully re-instated within 48 hours of providing the necessary document under this section.

24. Permission Grants in relation to Promotional Material on behalf of Registered Users

The Company operates several pages on its Web Site which detail previous wins and purchases by Registered Users, along with pictures of them posing with their products. There is no requirement for any Registered Users to submit such photographs. However, the Company will sometimes approach certain winners and buyers, and ask if they can feature them on the Web Site and any other forms of media. Registered Users grant the Company that permission to make approach. Where Registered Users provide photographs (and/or any other relevant materials) the Registered User grants to the Company a non-exclusive, perpetual, irrevocable, transferable, licence to use such photographs and/or materials for the

purposes described in this Section, without any compensation, review or approval rights, or further notification or permission needing to be sought.

Section 3. The Company – Overarching Requirements, Rights and Obligations

1. Right to Change the Username of a Registered User

The Company reserves the right to change the username of any Registered User who has chosen a username which is contrary to Section 2(3) (Username). If the Company is of the opinion that such a username was chosen for malicious or nefarious purposes, the Company additionally reserves the right to suspend such that Registered User's Account. (See Section 11 (Suspension).)

2. Right to Verify Identity of Registered User

The Company has the right to verify the identity of any Registered User at any time. This right to verify extends to a temporary suspension of the Registered User's Account and a hold being placed on the activities of any Registered User whilst the necessary verification is carried out.

The Company has the right to request that a Registered User provide a scan of photo ID (such as a Passport or Driving License), proof of address and/or other documentation reasonably required for verification purposes.

3. Generic Right to Suspend Registered User

The Company reserves the right to suspend any Registered User who is in breach of the restrictions in Section 1(12)(b) (Registered User Restrictions), or who does one or more of the following:

- a. Creates multiple identities on the Web Site;
- b. Bids under more than one Username;
- c. Allows different individuals to Bid using his Account;
- d. Uses unfair means to win any Auction;

Registers on any of the local versions of the Web Site from any other country other than the country permitted by that Web Site (See further Section 2(12) (Obligation to behave Honestly)).

4. Right to Suspend Registered User Re: Identity Requirements

This term applies only to a Registered User who does not supply the necessary documentation in accordance with Section 3(2) (Right to Verify Identity of Registered User) within 14 (fourteen) days of the Company's request.

In such a case, the Company has the right to permanently:

- a. withdraw any acceptance to sell any Auction or Product to that Registered User,
- b. suspend and/or permanently remove the Account of that Registered User,
- c. prevent that Registered User from purchasing further Tokens,
- d. prevent that Registered User from Bidding on auctions and/or products and
- e. take any further reasonable actions at the Company's discretion in respect of that Registered User.

5. Right to Suspend Registered User Re: Mobile Phone Number

Should a Registered User change the phone number linked to his Account, his Account status will become suspended,

The Account status shall remain suspended until the Registered User confirms the phone number change with the Company. During this time the Registered User cannot buy Tokens or bid on any Auction.

6. Right to Refuse Discussions with Non-Account Holders

The Company will discuss any Account with the Registered User named on that Account.

An Account is operated by an individual person, who is the Registered User of that account. The Company will never discuss an Account with any person who is not the Registered User of that Account.

7. Right to Restrict Number of Accounts in any Particular Household

The Company reviews the logs of the Auctions it runs regularly. The Company takes collusion, and what it perceives as collusion, very seriously. Members of the same household must not bid on the same Auction, as this could be perceived by the Company as a collusive operation. To this end, the Company reserves the right to restrict the number of Accounts that may be registered to a particular household.

8. Right to Investigate Auctions for Possible Collusion

The Company has the right to investigate any Auctions for evidence of Collusion between two or more Registered Users. (See further Section 10 (Collusion).)

9. Right to Restart Auctions in the Event of Finding Collusion

The Company has the right to restart Auctions, if the Company finds evidence of Collusion in the event that Collusion has been perpetrated by two or more Registered Users. (See further Section 10 (Collusion).)

10. Right to Change Auction Times

The Company has the right to change the running time of an Auction at any time. The Company can increase an Auction time, so that it runs for a longer period, or decrease it, so that it runs for a shorter period. The Company can change the running time of live, sleeping and scheduled Auctions without notice to any Registered User.

11. Right to Remove Auction

In addition and separately to Section 3(9) (Right to Restart Auctions in the Event of Finding Collusion), the Company has the right to remove any Auction in its entirety at any time.

Reasons for the exercise of this right include if the Auction:

- a. in the event of Site Attacks (See Section 12 (Site Attacks)).

The Company is not obliged to immediately return all Tokens spent by Registered Users on that Auction if it removes an Auction.

If the Company does remove an Auction under this term, the Company will consider whether to:

- a. refund some or all Tokens spent on the Auction,
- b. restart the Auction in a managed and reasonable manner; and/or
- c. restart the Auction from €0.00.

If the Company discovers evidence of Collusion in the process, the Company will have the further rights outlined under Section 3(8) (Right to Investigate Auctions for Possible Collusion).

12. Right to Amend the Winning Limits

The Company has the right to change the Winning Limits (the amount of Products a Registered User may win within a specific time-frame) at any time.

13. Right to Retain Product if Registered User does not pay for it within The Time Period for Payment of Winning Bid

If a Registered User has placed the Winning Bid on an Auction, but does not pay for that Auction within the Time Period for Payment of Winning Bid, the Company has the Right to retain:

- a. the Product in its entirety;
- b. all Tokens spent by the Registered User in winning that Auction.

14. Right to Restart Auctions in the Event of Site Attack

The Company has the Right to restart Auctions if the Web Site is attacked. (See further Section 12 (Site Attacks)).

15. Right to Refuse 'But For' Correspondence

The Company shall not be liable for faulty operation of SMS, computer hardware or software processing during the Bidding process. The Company will not entertain a Registered User who claims that but for such an event, he would have won a particular Product in place of the actual Winning Bidder. A Registered User will have no rights over any Product in such circumstances.

a. Right to Innovate “Without Fear”

The Company shall not be liable for any infringement of Section 3(17) (Obligation to Behave Honestly) when testing new features of the Web Site itself with a subset of existing Registered Users. Such innovations may include:

- a. changes in the registration process;
- b. discount codes made available;
- c. displaying a subset of Auctions;

in relation to a subset of Registered Users

- a. for a limited time; and
- b. for the specific purpose of testing their effectiveness.

The above list is not exhaustive and is designed to encompass the testing of features ultimately designed to benefit the entirety of the Web Site's Registered Users rather than to extend an advantage to the selected subset as a whole.

The Company is not under any obligation to provide the specifics of any such innovations it is considering or testing, and no liability arises under its Obligation to behave honestly as a result of not disclosing them.

Innovation and development of the Web Site occurs on a daily basis. When testing such innovation, the Company may only allow the operation of the innovation with a subset of Registered Users:

- a. for a strictly limited time, and
- b. with effective recording and policing to ensure Registered Users outside of that subset are not disadvantaged.

The Company will not entertain a Registered User who claims that he has been unfairly disadvantaged due to an innovation being tested with a subset of Registered Users that he was not a part of.

16. No Liability for Exercise of Above Rights

The Company shall not be responsible for any indirect or direct loss consequent to any Registered User or third party which he may incur due to the Company's exercise of its rights as set out in Section 3(15) (Right to Refuse 'But For' Correspondence).

17. Obligation to Behave Honestly

The Company operates its Web Sites so that all Registered Users have the opportunity to win one or more Auctions in a 'level playing field' environment. All promotional material by the Company will not seek to mislead, and will accurately describe the Web Site and its services.

In all of its Web Sites, the Company strives to deliver the best possible user experience and retain its Registered Users. The Obligation to behave honestly is an overarching obligation. There are some very rare occasions where the developing of a better user experience may appear to a Registered User to conflict with this obligation. For example, when the Company introduces new features by first beta-testing them with a subset of Registered Users. For further details, please see Section 3(15)(a) (Right To Innovate 'Without Fear').

18. Obligation to Ensure No Interference by The Company In Auctions

The Company shall be obligated to ensure no member of its staff, investors or any third parties with any direct relationship to it participate in any Auctions on the Web Site.

19. Obligation to Police The Web Site and Investigate Collusion

The Company shall effectively police its Web Site and investigate all potential Collusion between Registered Users, to protect non-colluding Registered Users.

20. Obligation to Notify Registered Users if Restarting any Auction

If the Company finds an Auction was won through Collusion or because of a Site Attack, the Company shall ensure it notifies any Registered Users who were prevented from placing Bids on that Auction.

21. Obligation to deliver Auctions and Products Won on the Web Site

The Company's Auctions are invitations to treat directed at Registered Users for the opportunity to win the Auction for its Closing Price. When the Timer reaches zero, and the Registered User makes payment of the Closing Price plus shipping and handling, and once the Company accepts such offer in accordance with these Terms and Conditions, the Company is obligated to deliver that Product to the Registered User. Please note the information regarding delivery times in Section 9(6) (Best Estimate Delivery Times).

22. Obligation To Sell Any Auctioned Product to the Registered User who holds the Winning Bid

The Company is obligated to accept the offer of any Registered User to buy one of the Products featured in an Auction for the price of the Winning Bid plus shipping and handling. However, this Obligation is subject to the Registered User's obligation to make Payment of the full amount requested within the Time Period for Payment of Winning Bid

23. Right to Institute Buyer Protection

The Company actively monitors all Auctions won on its Web Site.

The Company has a right to institute a procedure called Buyer Protection on the Account of any Registered User. Buyer Protection effectively "freezes" a Registered User's Account until the Company feels confident trusting that Registered User.

This right is usually exercised in the following non-exhaustive circumstances:

- a. If a new Registered User signs up with the site and immediately buys a large swathe of Tokens then wins a number of Auctions.
- b. If a Registered User has used more than three different Payment Methods and/or credit cards to make payment on the Web Site within a 28 day period.
- c. If the Registered User has completed a large number of transactions on the Web Site, and the Company has some doubts about his identity.
- d. If the Registered User has won or purchased a Product that has a RRP greater than €1,000

It is the Company's experience that each of the above actions can indicate credit card fraud. The Company must exercise this right in the spirit of Section 3(17) (Obligation to Behave Honestly) and Section 3(24) (Obligation to complete Buyer Protection procedure).

24. Obligation to complete Buyer Protection procedure

If the Company places the Account of a Registered User into Buyer Protection, the Registered User will be immediately notified of what he needs to do to remove his Account from Buyer Protection.

The Company is obligated to release within 48 hours the Account of any Registered User who fulfils the requirements of the Buyer Protection procedure.

The Buyer Protection procedure consists of:

- a. the Registered User uploading a scan of a document proving his identity to the Web Site;
- b. the Company accepting the Registered User's identity document.

25. Right to hold Products won for 30 (Thirty) Days under Buyer Protection procedure

The Company has the right to hold any Order placed on the Web Site for a Registered User whose Account is in Buyer Protection, if that User has not uploaded the necessary identity documentation. The Company's right to hold the Registered User's Product is limited to 30 (thirty) days. On completion of the Buyer Protection procedure under Section 3(24) (Obligation to complete Buyer Protection procedure), the Company is obligated to release all Products to the Registered User immediately.

26. Right to Void Contract For Purchase

The Company has the right to void a contract between it and a Registered User in the rare event that the Registered User has not provided a document confirming his identity under Section 3(24) (Obligation to complete Buyer Protection procedure) and Section 3(25) (Right to hold Products won for 30 (Thirty) Days under Buyer Protection procedure).

By means of this term, a Registered User agrees, in relation to any Auctions won, that the Company has the right to void any contract for the Closing Price if:

- a. the Company has placed the Registered User's account into Buyer Protection;
- b. the Company has asked for an identification document to confirm the Registered User is who he claims to be; and
- c. the Registered User has not uploaded a scan of the identification document within 30 days of notification.

Ownership of the Auctioned Product will, in such cases, remain with the Company.

27. Spirit and Intention of Right to Void Contract for Purchase

Section 3(26) (Right to Void Contract For Purchase) is intended to ensure that the winners of a high value Products, such as a luxury item, are genuine winners and are the Registered Users they claim to be. It is intended as a check to ensure that any Registered User who has "won big" has done so honestly, using his own money to bid, and not with the assistance of any persons associate with the Company.

28. Right to hold Buyer Protection Documents

For smaller-priced Products and Auction wins, the Company requires no proof of identity. If a Registered User wins a high value item however, he will be requested to upload an identification document. This facility enables the Company to police the site effectively in line with its obligations under these Terms and Conditions.

The Company shall process this information in accordance with the Privacy Policy.

Section 4. Products, Guarantees and Returns

1. Products

All Auctions for Products, and all Products sold on the Web Site are:

- a. new,
- b. unused,
- c. under warranty,
- d. intended for normal domestic and consumer use.

Note that Products are not intended for:

- i. resale, or
- ii. commercial use.

2. Resale

Products are not intended for resale, and must not be resold.

3. Product Descriptions

The Product descriptions placed by the Company on its Web Site do not constitute contractual terms of purchase. Whilst in the vast majority of cases, these descriptions will fairly and accurately describe the Product, any Registered User should confirm the Product specification from the relevant manufacturer's web site before placing a bid on the Product.

4. Product Images

The images of Products on the Web Site are for illustration only. They are often publicity photographs or stock photographs and they are rarely of the actual Product the Winning Bidder will receive. Therefore the Registered User accepts that appearance of each Product may vary from the depiction of such Product in the images on the Web Site.

5. Incorrect Products

The Company or its delivery partners may, in very rare situations, send an incorrect Product to a Registered User. To ensure that the mistake is remedied as quickly and as smoothly as possible, it is vital in these situations that the Registered User contacts the Company at return@dream-bid.com

The Company will then be able to suggest the best place for the Registered User to return the item to. Once the Company has received confirmation that the incorrect Product has been returned, an e-mail confirming the replacement will then be sent to confirm that the incorrect Product was sent, and to guarantee the replacement correct Product will be shipped.

The Registered User must return the incorrect Product immediately and within fourteen (14) days of reporting the issue to the Company.

If the Registered User does not return the incorrect Product within thirty (30) days, the Company will suspend the Registered User and may take Court proceedings in respect of the unreturned Product.

6. Failure to Return a Faulty or Incorrect Product

Failure to return a faulty or incorrect Product within the prescribed period will give the Company the right to refuse to issue a replacement, suspend the Registered User and to issue Court proceedings in respect of the unreturned Product.

Section 5. The Bidding Process

1. Bidding

Bidding on an Auction can only be performed by a Registered User of the Web Site. When a Registered User Bids on an Auction, he will spend a number of Tokens.

2. Auction Hours

Each Auction has dedicated Auction hours which are displayed in the information pertaining to that Auction. When an Auction reaches the final second of its hours, it will sleep, and will resume again in the first second of its hours the following day.

3. Tokens Deducted

Each Auction will inform the Registered User how many Tokens will be deducted per Bid. The number of Tokens deducted per Bid ranges from 1 Token to 30 Tokens.

After a Bid is processed by the Web Site, the number of Tokens is deducted from the Registered User's account. Tokens deducted cannot be returned to the Registered User.

It is not possible to bid with a particular Token from a particular Token Package.

4. Placing Instruction to Bid

There is only one option for a Registered User to Bid on any Auction listed on the Web Site and that is to place a manual Bid.

- a. **Manual Bidding**: The Company provides a button which a Registered User must click (once) to place a single Bid on any Auction. A Registered User should also be aware of how the Timer Countdown operates if using this method to Bid. (See Section 5(4)(d) (Timer Countdown).)
- b. **Start Time and Price**: All Auctions begin at a specified time. All Auctions begin with a starting price of €0.00.
- c. **Timer Countdown**: All Auctions display both the Timer and the Timer Countdown which can be found on the "Auction Information" tab. The Timer Countdown is not constant. Typically the Timer Countdown is reduced throughout the auction process due to an increase of an interest from the Registered Users. The Timer Countdown is not increased unless it is required by conditions in exceptional cases i.e. DDOS (Distributed Denial Of Service) attacks and/or other technical issues. The displayed Timer is a visual approximation of the Server Timer. The displayed Timer is typically accurate on the Registered User's end. Nevertheless, network delays, browser differences and connection problems can cause a delay between the displayed Timer and the Server Timer. This means that Registered Users should never wait until the last second to place a bid as the Timer used by the system is the Server Timer. At 5 (five) minutes from the end of each Auction, every new bid will extend the time of the Auction by 2 (two) minutes. When the Server Timer hits 0, the Registered User who has placed the last accepted Bid wins the auction and can make the payment for the Product.

- d. Restart of Countdown Timer: Each time a Registered User places a Bid, the timer will restart from the Timer Countdown displayed as per Section 5(4)(d) (Timer Countdown).
- e. Increase in Bid Price: Each time a Registered User places a Bid, no matter the number of Tokens that are deducted from that Registered User's Account, the Auction price will increase by €0.01 (one cent).
- f. Auction Winner: The last Registered User to place a Bid before the Timer Countdown reaches zero is deemed to be the Auction Winner. He will be able to offer to purchase the Product for the Closing Price plus shipping and handling.
 - i. Disputes over Auction Winner

The Auction Winner is determined by the Company's records. In the rare event of any dispute occurring, it is the Company's decision on who placed the last Bid on the Auction. The Company's decision will be final.
- g. Contract for Sale/Purchase of Product

By placing a Bid in an Auction, a Registered User is agreeing to purchase the Product featured if he has the Winning Bid in that Auction. He is furthermore committing himself to pay the Winning Bid (plus shipping and handling) within the Time Period for Payment of Winning Bid. If the Registered User does not make payment within this period, then:

 - a. the Registered User forfeits his right to buy the Product, and
 - b. the Company has the right to retain ownership of the Product.
- h. International Auctions

The Company lists some Auctions which appear in several countries. All Auctions which are international Auctions are clearly labelled as such. The details of an international Auction may vary from country to country as follows:

 - a. by natural language - the description of the Auction and Product will be in the natural language of the Web Site being viewed, and
 - b. by Product Specification - there may be differences between the specification of an individual Product.

Product Specification differences are most notable in the case of high value Products such as cars, motorcycles or cash. For example, if a particular model of car is available in Ireland, but not available in Switzerland, the Auction will reflect a different model of car. The Company endeavours to match Products which are available locally to each Registered User, of same, or of equal specification, and of same approximate value. If a Product is unavailable in a country, it displays as the nearest comparable Product that is available in that country.

Section 6. Token Packages

1. Purchasing Tokens

Tokens can be purchased in Token Packages at the currently applicable prices listed on the Web Site. Typical prices range from approximately €10.00 for a Tokens Package of 10 Tokens to €100.00 for a Token Package of 100 Tokens.

2. Payment Process

Token Packages must be paid for using the on-line payment process. This payment process requires a Registered User to confirm his offer to buy a Token Package by completing an on-line checkout.

3. Payment Options

Token Packages must be paid for using one of the specified Payment Options. All Token Package prices are displayed inclusive of VAT.

4. Contract for the Purchase of a Token Package

A contract for the supply of the Token Package comes into being when the Registered User:

- a. indicates the Token Package he wishes to buy,
- b. agrees to pay by one of the specified Payment Options, and
- c. confirms his decision to proceed.

After (c), the following steps occur:

- a. a contract is created between the Registered User and the Company in respect of the supply of that Token Package
- b. this contract is concluded by means of the payment process being completed, and the Registered User's account being credited with Paid Tokens to the value of the Token Package purchased

Bought Token Packages contain a monetary value and represent a right to a future Earned Discount against a Product in an Auction.

Tokens do not give a Registered User the automatic right to take part in an Auction.

The contracts in respect of the sale of Token Packages can only be cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or the comparable domestic/international legislation in the Registered User's home country) if none of the Credits have been used in any way.

5. Tokens Validity

All types of Token have a time limit, after which they will expire. On expiry they will disappear from the Registered User's account. Free Tokens expire 30 (thirty) days after they are claimed. Paid Tokens disappear 180 (one hundred and eighty) days after they are purchased.

6. Paid Tokens

a. Paid Tokens Value

The value of a Paid Token is dependent upon the amount paid for the Token Package in which that Token was purchased. If the amount paid for a Token Package is less, by virtue of it:

- a. being won via Auction, or
- b. containing a doubled amount of Paid Tokens (during a Buy One Get One Free offer, see further Section 17 (Buy One Get One Free Offers (BOGOF))), or
- c. containing any other %-increased amount of Paid Tokens (during other types of promotional offer, see further Section 18 (Other Promotional Offers))

then the worth of each Token is equal to the amount paid for the Token Package divided by the number of Tokens in the Token Package.

b. Redeeming Paid Token

Paid Tokens cannot be converted back to their cash equivalents.

Section 7. Winning An Auction

1. Notification, Acceptance and Payment of Won Auctions

When an Auction is won, notification is automatically sent by e-mail to the Winning Bidder. This notification invites the Winning Bidder to make an offer to buy the Product featured in the Auction and, in accordance with these Terms and Conditions, the Company may accept such offer. This notification is in no circumstances to be construed as a legally-binding offer which can be accepted by the Registered User on payment. This is particularly the case because the Company operates in a time-critical and extremely technical environment.

2. Information Provided on Win

The Winning Bidder receives immediate notification of his win by e-mail and/or SMS. He is also granted access to all of the important information in relation to receiving the Product and available Payment Options. This information is available in that Registered User's My Dream Bid section.

3. Required Steps to Receive Product

The Winning Bidder must pay for the Product plus shipping and handling within the Time Period for Payment of Winning Bid.

4. Incomplete Payments

If a Winning Bidder, outside of the Company's payment process, sends a payment for a winning auction to the Company, and this payment is incomplete (i.e. is for less than the closing price plus shipping and handling), then the Product will not be shipped to the Winning Bidder until the remainder of the payment is received.

Section 8. Contractual Relationship and Cancellation of Account And/Or Product(s) Ordered

1. Overview

For the purposes of:

- a. S.I. No. 484/2013 - European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 in Ireland, and
- b. domestic and international legislation in member states of the EU, including all domestic legislation which protects consumers over and above EU legislation in Ireland

these Terms and Conditions and those in Section 9 (Delivery) express the Company's rights and obligations in relation to Auctions and Products displayed on its Web Site.

2. When Contractual Relationship Comes Into Force Re: Individual Product

A contract between any Registered User to receive, and the Company to supply, any advertised Product comes into existence only when the following conditions are satisfied:

- a. The Registered User has placed the winning bid on an Auction which the Company is running on its Web Site; or
- b. In respect of (a), the Registered User has completed the payment process and has offered full Payment of the price plus shipping and handling, and
- c. The Company has had the reasonable opportunity, with reference to its rights under Section 3(8) (Right to Investigate Auctions for Possible Collusion) to assess that the Registered User has not acted in any way that entitles the Company not to accept that Registered User's offer to pay.

A reasonable time shall be a minimum of two working days.

3. Cancellation of Order

A Registered User has the right to cancel his offer to buy any Product (not Token Packages) at any point, both before making payment and after making payment, within the Return Time Period. A Registered User will need to contact the Company stating his wish to cancel before that date.

If exercising a right to cancel, the Company will refund the total price of the Product plus the cost of shipping and handling. The refund will be made specifically to the Payment Method used to purchase the Product within 14 days of the Product being returned to the Company.

The address to which a Registered User should return the Product, plus the above information, will be communicated during payment.

A Registered User will need to pay the cost of returning the Product if using his right to cancel.

If the Registered User cancels his offer before delivery of the Product, he is not obliged to take delivery of the Product.

- a. Cancellation of Order before Making Payment
To cancel an Order before making payment, the Registered User will contact the Company and explain that he does not wish to avail himself of the purchase of the Product.
- b. Cancellation of Order after Making Payment Before Product Shipped
To cancel an Order after making payment, the Registered User will contact the Company and explain that he does not wish to avail himself of the purchase of the Product. If the Product has not been shipped, the Company will refund the price paid plus the shipping and handling costs.
- c. Exception for Audio/Video Recording and Software
The Registered User may not return Products which are audio or video recordings. The Registered User may only return a software product if the security seal on the software product remains sealed and unbroken. The Company will not refund any Tokens used in Auctions for audio/video recordings and software.

4. Cancellation Procedure

If a Registered User opts for cancellation of an Order, he should contact the Company in writing either before or with the return of the Product. If contacting the Company via e-mail, he should write to: info@dream-bid.com

5. Consequences of Cancellation

If a Registered User's Cancellation of an Order is effective:

- a. the Registered User must return the Product; and
- b. the Company must return the amount paid by the Registered User for the Product.

If the Product was shipped to the Customer before effective Cancellation of the Order, the Company is not obliged to return any costs incurred by the Registered User in returning the Product.

- c. Compensation if Registered User Unable to Return Product or Product is Damaged

If the Registered User:

- a. is unable to return the Product; or
- b. returns the Product in a damaged condition

the Company will assess, on a case by case basis, whether the Registered User has fully satisfied the requirements under Section 8.3(Cancellation of Order).

If the Company has suffered financial losses or other losses as a result of the Registered User's Cancellation, the Company may make any reasonable claim against the Registered User for compensation to the value of this loss.

6. Preferred Manner of Cancellation

Although not a requirement, the Company prefers that, if opting for Cancellation of an Order after a Product has been shipped, the Registered User:

- a. returns the Product via the same carrier as it has been shipped; and
- b. returns the Product in the same packaging in which it has been shipped

In circumstances where the Product won cannot be returned in this manner, the Registered User is encouraged to contact the Company to co-ordinate its collection.

7. Cancellation where Product Returned with Insufficient Postage

If a Registered User cancels a product, he must ensure that he sends back the Product with sufficient postage for the Company to take delivery of it. If the Company is requested to pay a fine or a postage uplift to take delivery of the returned Product, this will be passed on to the Registered User.

8. Responsibility for Postage Costs

If an Order is returned to the Company because the Registered User has changed his mind about wanting the Product, the entirety of the amount paid for the Order will be refunded, including the amount the Registered User paid for shipping.

The Company is not responsible for the Registered User's postage or courier costs to return the Product.

9. Right to Terminate these Terms and Conditions

A Registered User has a right to cancel his Account and to unilaterally terminate these Terms and Conditions with the Company. In any event, the Registered User retains his statutory rights in relation to mail-order sales and e-commerce transactions.

The Company has the right to terminate these Terms and Conditions at any time. Such termination does not affect any of the Registered User's statutory rights, which of course remain intact.

10. Exclusions

By cancelling his Account, a Registered User does not become entitled to the recovery of the cost of Paid Tokens in his Account.

Section 9. Delivery

1. Default Location

Unless otherwise specified, delivery will be made from:

- a. our supplier's warehouses, or
- b. our own warehouse(s)

To an address provided by the Registered User.

2. Delivery Times

From date of payment for any Auction or Product, the Company aims to deliver the item within a maximum of fourteen (14) days.

3. Domestic Delivery

Domestic deliveries from the Web Site are made solely within the home country in which the Registered User is based

4. International Delivery

Delivery of the Products featured in international Auctions, and all wins as from those Auctions, may be via international shipper from the Ireland, or alternatively, via a domestic shipper within the Registered User's home country.

5. Delay

A Registered User will be deemed responsible for a delay in sending out a Product if he has not provided essential information the Company requires in Order to "finalise" it.

This term is intended to apply in situations such as if a Registered User wins or buys a computer game but fails to tell the Company which format he would like the game supplied upon.

This term is also intended to cover situations where a Registered User asks for a Product to be delivered to an address that is not verifiable or recognised. The Company, if it encounters problems with a given address, will require that the Registered User contact it. See, for example, Section 2(21) (Obligation to Contact the Company if Required).

6. Best Estimate Delivery Times

All delivery times given on the Web Site are estimates. All information regarding delivery time is non-binding. This does affect the Company's obligation to deliver Products. The Company works with trusted delivery partners to ensure the best possible service.

7. Damage during Delivery

If a Product arrives in packaging which has been clearly damaged during transit, the Registered User should refuse to take delivery of the Product. If deciding to take delivery in spite of damage to the packaging, and if the Product was delivered via a registered courier or postal service, the Registered User should add the words 'Damaged and not examined' above his signature.

8. Faulty Products

A Registered User should verify that Product is not faulty.

A Registered User is expected to be reasonably prudent in ensuring that any Product is not faulty. He should unpack his Product within the Return Time Period and use it normally. If any fault manifests during the Return Time Period, he should refer to Section 8(Contractual Relationship and Cancellation of Account And/Or Product(s) Ordered).

In the case of a Product which develops a fault over time, a Registered User is firstly encouraged to raise this with the Product's manufacturer. This is because:

- a. the manufacturer will usually be able to offer the Registered User a larger range of options than the Company can (For example, the manufacturer may be able to repair a broken laptop);

- b. the manufacturer may be able to collect the Product from the Registered User, have it repaired or replaced locally, and deliver it back to him;
- c. the Registered User will be able to deal with the technical support for that product in his own language; and
- d. the manufacturer usually only require the product's receipt to take ownership of the fault.

If the Product's manufacturer is unable or unwilling to assist, the Registered User may return the Product for a period of up to 6 months after the day of Purchase. The Company will then assess whether the Product can be repaired or replaced. If it can, a replacement or repaired Product will be sent to the Registered User. If, for whatever reason, it cannot, the Company will issue the Registered User with a refund of the monies spent in acquiring the Product, plus shipping and handling.

In Europe, excluding Ireland, all the Registered User's rights under European Directive 1999/44/EC and all domestic consumer laws of the receiving member state apply in full in relation to faulty Products.

In Ireland, all the Registered User's rights under the Consumer Protection Act 2007, Sale of Goods Act 1893, Sale of Goods and Supply of Services Act 1980, the Consumer Rights Directive 2014, The European Communities (Unfair Terms in Consumer Contracts) Regulations 1995, S.I. No 11/2003 European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 plus any amendments and/or effective domestic laws, apply in relation to faulty Products.

The Registered User should e-mail info@dream-bid.com and explain the problem with the Product. With reference to the applicable legislation and the amount of time that passed before the fault appeared, the Company will then decide whether it will replace the faulty Product. If so, the Registered User should be aware that he will need to return the Product to the Company at his own cost.

It is not necessary, under this term for the Registered User to have added the words 'Damaged and not examined' under Section 9(7) (Damage during Delivery) if indeed the fault or damage was not visible before the Product was unpacked.

9. Right To Withdraw From Distance Selling Contract For Any Reason

Contracts concluded on the Web Site for tangible items are Distance Selling Contracts for the purposes of EU legislation.

10. Damages or Failures Due to Neglect by Registered User

The Company does not accept any liability for damage or failure of any Product due to neglect and/or misuse by a Registered User. In addition, no liability attaches to the Company for damage to a Product caused by accident or normal wear and tear.

11. Problems with Supply Chain

The Company may, in extremely rare situations, encounter difficulties in providing a particular Product notwithstanding having accepted an Offer to supply the Product.

The Company uses reliable delivery partners and will make every effort to source the Product. In the event that its delivery partners report that they cannot deliver the Product within 30 (thirty) days to a Registered User, the following actions will occur:

- a. The Company will offer the Registered User a substitute Product, which has comparable or better features than the original; and/or
- b. The Company will refund any and all payments made for the Product in question, including Paid Tokens spent on that Product if originally part of an Auction.

If the Company offers a Registered User a substitute Product but does not hear back from him as to whether he accepts that substitute Product, the Company will immediately process a full refund (including Paid Tokens spent on the Product if part of an Auction) once the delivery has been outstanding for thirty days.

The Registered User's statutory rights are not affected.

12. Products Lost In Transit

If a Product is lost in transit, a Registered User will contact the Company to claim either a replacement or a refund of the amount he paid, plus shipping and handling, within 7 (seven) days.

13. Products Not Delivered or Collected

Different couriers operate different policies in relation to delivery. If the intended recipient of a Product is out, depending on the courier being used, one of two actions can occur. Either:

- i. the courier will return the Product to their delivery office; or
- ii. the courier will leave the Product with a neighbour.

In both cases, a card is posted to the recipient confirming the attempted delivery and where the Product is to be found.

a. Products Returned to a Delivery Office

Different couriers will hold an uncollected Product for differing periods of time. The intended recipient should contact the courier immediately.

If the intended recipient does not collect the Product from the courier within the time period designated, then the Product will be returned to the Company's warehouse. In the rare case that this occurs, the Company will contact the recipient to work out what went wrong and will re-arrange delivery.

From the date that a Product is returned under this section, the Registered User must be able to accept the Product within 28 days. If he cannot then the Company will cancel the order and the Product will be forfeited.

No refunds will be given on any Orders where delivery has been attempted at least once but the Registered User has not collected the Product or arranged re-delivery within the following 28 days.

b. Products Left with a Neighbour

The Company uses reliable delivery partners for its deliveries and the Company considers its obligation extends to arranging the delivery of any Product to the address given by the recipient. Couriers only opt to leave deliveries with a neighbour in order to speed up the collection process and will always require the

neighbour to accept delivery on behalf of the recipient. On very rare occasions, the neighbour then refuses to release the delivery to the recipient. Such actions are, of course, completely beyond the Company's control.

All Registered Users are encouraged not to have any highly-priced deliveries shipped to an address where the neighbours are of bad character.

The Company will not entertain any claims that the Company must supply another Product if a neighbour has taken delivery of a Product. The Company is obligated to accept the terms of the Courier - including its delivery terms which allow it to leave deliveries with neighbours - in exactly the same way as any consumer would.

In such cases, the recipient must report the theft to the police, and may need to institute a civil claim against the neighbour. The Company will assist by providing the recipient with all of the delivery information in such circumstances.

14. Products Where Delivery Varied by Registered User

The Company will always use a reliable courier to arrange delivery of any Product to a Registered User. Particularly with international deliveries, the Company has sometimes found that domestic couriers can have received prior instructions from a Registered User as to how any Delivery to their address should be attempted.

For the avoidance of all doubt, the Company considers its obligations to deliver a Product to extend only so far as to source, instruct and pay a reliable courier to take any won or bought Product to the address provided by a Registered User. If a Registered User does not receive the Product at all, the Company will consider that Product lost in transit under Section 9(12) (Products Lost In Transit). However, if the actions of a Registered User have 'varied' the Delivery (meaning that the courier was instructed by the Registered User to make that delivery in a different way), the Company will not be responsible for the fate of that Delivery.

15. Products Which Incur Duty/Customs Or Other Taxes To Enter Destination Country

A Registered User who wins an Auction in respect of a Product pays a price which includes delivery to the destination country.

a. European Destination Country

A Registered User who wins an Auction in respect of a Product pays a price which includes VAT.

b. Destination Country Outside EU

A Registered User who wins an Auction in respect of a Product pays a price which excludes VAT.

c. Amounts Excluded From The Price Paid

The price paid for the Product does not include:

- a. import duties
- b. any other direct or indirect taxes

which may exist in a destination country outside the EU.

d. Responsibilities in respect of Import Duties and Taxes

The responsibility, for calculating import duties and taxes associated with delivery of any Products to the Registered User's country, lies with the Registered User.

e. Products Held By Customs Pending Payment of Import Duties and Taxes

A Registered User whose Products are held by customs for any reason whatsoever has no right against the Company in respect of the release of those Products. He must liaise directly with customs. The Company will not liaise with customs on his behalf in relation to his Products, nor will the Company enter into any correspondence regarding the taxes that Customs state have been incurred. The Company's obligation in respect of customs is limited to proving to the Registered User that:

- a. the Company despatched the Product(s) from its warehouse;
- b. the shipper delivered the Product(s) to the Registered User's destination country; and
- c. the Product(s) were intercepted by that country's customs.

f. Products Returned By Customs Due To Non-Payment Of Import Duties and Taxes

If a Registered User does not pay the necessary taxes to allow the Products to be shipped to him, Customs will return the Products to the Company. After this has occurred, the Company will assess how to compensate the Registered User, in accordance with Section 9(16) (Compensating/Refunding Where Unpaid Duty/Customs Taxes Prevented Delivery).

16. Compensating/Refunding Where Unpaid Duty/Customs Taxes Prevented Delivery

The Company will contact the Registered User to inform him his Product has been returned. The Company will offer the Registered User the following options:

a. Reshipment at Registered User's cost

If the Registered User opts for this, then he will be required to pay the Company the actual cost of delivery again.

b. Refund of cost of Product less amount spent on delivery

Subject to the Registered User's rights to cancel an order under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if the Registered User opts for this, then he will be refunded according to the following formula:

refund amount = [Price he paid for Product] - [Actual amount spent on delivery]

For example, in the case of a PS4 bought for €359.99, where the Company paid €45 to ship:

refund amount = €359.99 - €45.00 delivery = €314.99

If, when applying this formula, the amount to be refunded is €0.00, then this option will not be available.

If the amount spent on delivery was greater than the Order amount (i.e. in Earned Discount usage), no refund of the Order will be given and the Company may deduct the difference from any Earned Discount remaining to the Registered User.

17. Risk and Title

Risk in Products shall pass to the Registered User upon delivery of such Product by any of the methods set out in these Terms and Conditions.

Title in Products shall pass to the Registered User upon the receipt of payment in full by the Company in respect of such Product(s).

Section 10. Collusion

1. Definition of Collusion

For the purposes of this Agreement, Collusion includes agreements and co-operation between two or more Registered Users designed to:

- a. limit open competition for any Product or Auction;
- b. discourage other Registered Users from participating in any Auction,
- c. use the Web Site in a way that distracts from its intended purpose, or
- d. use the Web Site in a way that has a negative effect on the spirit and enjoyment of the Web Site.

Collusion also includes any activities that give the impression that there is more competition for any Auction or Product than there actually is. Examples of which would be:

- a. a group of Registered Users all agreeing to bid on the same Auction (hence giving other Registered Users the appearance that the item is particularly sought after);
- b. a group of Registered Users agreeing to split the proceeds of any won Auction and then 'team-bidding' on that Auction (so that one member of the group is not competing with any other members of the group but only with Registered Users outside of that group)
- c. a group of Registered Users from the same household, family or group of friends bidding in tandem on the same Auction;
- d. a group of Registered Users 'pooling' money to bid on one Auction under one identity; and
- e. a group of Registered Users intentionally targeting a single other Registered User.

2. Investigating Collusion

The Company monitors the Tokens spent, the Registered Users spending them and the bids placed by them on all of its Auctions. The Company will investigate any data which indicates Collusion may be taking place. Examples of behaviour which will trigger an investigation are given in Section 3(8) (Right to Investigate Auctions for Possible Collusion).

3. Evidence of Collusion

The Company will investigate further if it finds:

- a. two or more Registered Users bidding on the same Auction from the same IP address;
- b. two or more Registered Users with the same address or Payment Identifier;
- c. two or more Registered Users bidding on the same Auction who share common characteristics - i.e. similar usernames, birthdates and geographical locations;
- d. patterns between two or more Registered Users only being involved in the bidding for any Auction at times when other Registered Users are not bidding

This list is not exhaustive.

4. Standard of Proof Required for Collusion

The Company will base its conclusion upon a reasonable interpretation of the evidence. If the Company's investigation concludes that there is evidence of collusion on the part of a number of Registered Users, the Company will inform any Registered User it believes has been guilty of Collusion of why it believes that Registered User has colluded and why.

5. Disputing Company's Claim of Collusion

Any dispute by a Registered User as to the correctness of the Company's decision that he Colluded must be entered into in writing.

The Registered User will be entitled to have the necessary evidence upon which the Company relied disclosed to him, in accordance with existing data protection legislation, and on payment of a nominal fee (currently €10) to cover administration costs.

If the Registered User believes the Company has not reasonably inferred collusion from the evidence available, no part of these Terms and Conditions is intended to interfere with his right to bring a legal action against the Company. However, the Registered User will be restricted to a claim for the cost of the Paid Tokens he personally spent on the Auction.

6. Disputed Claims

Nothing in Section 10(5) (Disputing Company's Claim of Collusion) will affect, or delay, the Company's right to restart any Auction under Section 3(9) (Right to Restart Auctions in the Event of Finding Collusion) and Section 3(14) (Right to Restart Auctions in the Event of Site Attack).

If a Registered User disputes the Company's claim that he colluded in relation to an Auction, the Company retains the right to restart the Auction notwithstanding the dispute. The Registered User's correct course of action in such circumstances is to follow the instructions set out in Section 10(5) (Disputing Company's Claim of Collusion).

7. Effect of Collusion

In relation to any investigation into Collusion, the Company may reach one of the following conclusions:

- a. No evidence of Collusion
- b. Reasonable evidence of Collusion; or
- c. Suspicion of Collusion.

a. No Evidence of Collusion

No action will be required to be taken and the Company will not restart the Auction.

b. Reasonable Evidence of Collusion

For the Company to have reasonable evidence of Collusion, it must believe, based on a reasonable and honestly-held belief and having regard to pertinent evidence, that:

- a. the definition of Collusion (defined in Section 10(1) (Definition of Collusion)) has been satisfied and
- b. the evidence of Collusion (defined in Section 10(2) (Investigating Collusion)) is such that a reasonable man would conclude Collusion had taken place

It is not necessary for the Collusion to have resulted in any of those Colluding Registered Users to have ultimately won the Auction.

If (a) and (b) above are fulfilled, the Company may take any of the following actions:

- a. the Company will suspend those Registered Users it has determined Colluded,
- b. the Company will not be obliged to accept the Winning Bid on that Auction on which there was Collusion,
- c. the Company will return that Auction to the state it was in before the Collusion and associated bidding took place,
- d. the Company will restart the Auction.

Section 11. Suspension

1. Reasons for Suspension

A Registered User will be suspended if:

- a. he is found to have been in breach of any of the restrictions under Section 1(12)(b) (Registered User Restrictions) when he agreed these Terms and Conditions; and/or
- b. he is found to have been associated with the Company under Section 1(13) (Restrictions on those Associated with the Company) when he agreed these Terms and Conditions; and/or
- c. he has subsequently become in breach of any of the restrictions under Section 1(12)(b) (Registered User Restrictions);
- d. he has subsequently become associated with the Company under Section 1(13) (Restrictions on those Associated with the Company); and/or
- e. he has, in the Company's opinion, become so well-acquainted with the Company (i.e. through its Web Site, the manner in which it conducts its business, its internal procedures and its operation of restrictions) that his continued presence on the Web Site impacts the Company's obligation to ensure a level playing field to other Registered Users.

Additionally, the Company will suspend a Registered User who:

- a. it has reasonable evidence Colluded (See Section 10 (Collusion)); and/or
- b. it suspects is targeting the Web Site with spam e-mail, worms, viruses, electronic attacks including Denial of Service (See further Section 12 (Site Attacks))

Additionally, the Company may suspend a Registered User who:

- a. has instituted a request through a third party payment provider for cancellation or refund of any order placed through the payment process, unless that Registered User agrees to pay the Administration Fee for this service; and/or
- b. has refused to respond to an enquiry made by the Company, or has not responded within thirty (30) days of an enquiry made by the Company.
- c. has indicated an intention to proceed with a court claim against the Company

2. Effect of Suspension

A Registered User who is suspended may:

- a. forfeit all Tokens currently held in his account;
- b. have his details passed to the Company's Fraud Investigation Department in order to determine whether there is enough evidence of conspiracy to defraud, or any other relevant criminal activity, and to involve the authorities;
- c. be prevented from re-registering on the Web Site; and
- d. be prevented from further use of the Company's services.

Section 12. Site Attacks

1. Frequency of Site Attacks

On rare occasions, the Web Site may be attacked (a Site Attack) and, as a result, Bids may not be able to be processed. During a Site Attack, the Countdown Timers may count down to zero and therefore send the instant notification to a Winning Bidder. If a Registered User 'wins' an Auction as a result of this type of cyber-attack, the Company is obliged to restart the Auction. This Auction Restart procedure will always be instituted, no matter how unjust it may seem to a Registered User who appears to have 'won'. The Company cannot allow site attacks to compel it to end Auctions early.

2. Results of Site Attack

In the event a Site Attack results in an incorrect notification of a win, the Company will contact the Registered User who appears to have 'won' and will explain how and why his offer to buy the Product will not be accepted by the Company. If the Registered User has already made payment of the Winning Bid plus shipping and handling, the Company will refund the entirety of the amount paid.

3. Disclaimer

The Company cannot guarantee that all Registered Users will have continuous, uninterrupted access to its Web Site. Site Attacks, different browsers, Internet connections, geographic location, power failures, network outages and numerous other factors are outside the control of the Company. The Company uses all reasonable endeavours to fulfil its obligations.

When a Site Attack occurs, any Auctions which are counting down are immediately paused until the issue is resolved. When they come back on line, the Company may lengthen or shorten their Countdown Timers as appropriate.

4. Site Attack Investigations

In the event the Company can identify elements of a Site Attack, and can identify a pattern in attendance on the Web Site which correlates with Site Attacks, the Company will liaise with the authorities. The Company will pursue legal action against anyone who targets its Web Site and Registered Users, in line with its obligations to ensure a level playing field.

Section 13. Requests for Refunds by Payment Providers

1. If Financial Institution Fails to Honour or Requests Return of Payment

If a Registered User completes the payment process, the Company assumes that the Payment Option selected will fulfil the payment obligation in full, and will not request the return of that payment. However, in rare circumstances, the financial institution offering the Payment Option may demand the return of payment by the Company. In such circumstances, Section 13(2) (Return Administration Fee) shall apply.

2. Return Administration Fee

The Company will levy an administration fee if it is obliged to return payment to a financial institution. The current fee for this is €25.00.

Section 14. Winning Limits

1. Winning Limit Restriction

In order to ensure a level playing field, the Company operates restrictions. These restrictions limit a Registered User from Winning Auctions (the **Winning Limit**) and may vary depending on the type of Auction, and the number of recently-won Auctions by a Registered User.

These Limits are prominently displayed on the Web Site and are an integral and indivisible part of these Terms and Conditions.

2. No Requirements for Notice

Winning Limits may be amended by the Company at any time, without notice to any Registered User.

Section 15. Any Claims

1. Legal Issues

A Registered User who believes he has a legal complaint against the Company will make contact with the Company by writing to info@dream-bid.com , explaining his situation fully before incurring legal costs. If a Registered User does not make any contact with the Company, the Company will refuse to cover any legal costs expended should it later attempt to reach an agreement to settle.

2. Counterclaims

A Registered User who is in legal dispute with the Company has a right in law to counterclaim. This Counterclaim will be restricted to the contractual relationship on which these Terms and Conditions are based, without prejudice to the Registered User's statutory rights.

Section 16. Closing Account

1. Introduction

A Registered User can, usually, close his Account using the Web Site. An exception to this occurs if the Registered User has won an Auction, or paid for a Product, and the Registered User tries to close his Account in the period between his Order leaving the Company's warehouse and before the Courier has confirmed it has been delivered. This exception is necessary so that the Company's data in relation to his Orders is complete.

2. Consequences Of Closing Account

If a Registered User closes his Account using the Web Site, this is understood to terminate any and all contractual relationships with the Company in relation to that Account. A Registered User should not undertake the closing of his Account without ensuring that he is aware of these consequences.

The consequences are as follows:

- a. Any Orders which the Registered User has won or bought but not paid for are forfeited, and
- b. The Registered User's e-mail address and mobile phone number are set to a special status of 'Deleted'.

Closed Accounts are then purged from the Dream Bid system every 28 days.

3. Reactivating a Closed Account

The Company recognises that a Registered User may close his Account and then wish to reactivate it again.

If a Registered User wishes to reactivate a closed Account, he should contact Dream Bid Customer Services. It is advisable for any Registered User who may believe he had any Tokens (Paid or Free) to reactivate his Account as quickly as possible as any limitations for using any of these entities continue to operate on a closed Account. For example, Tokens will expire, etc.

If a Registered User requests a Closed Account be reactivated, the Registered User accepts, and is bound by the current terms, regarding the use of the Web Site.

4. Limitations on Closing and Reactivating

The Company will refuse to reactivate an Account of a Registered User if he has closed and reactivated his Account on more than one previous occasion.

Section 17. Disclaimers

1. Meaning of Company in this Section

In this section only, the word Company applies not only as per the definition given in Section 1(1) (Definition of Terms), but means the Company and its service providers, such as warehouses and local shipping and courier services.

2. Warranties

We do not guarantee that the Web Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Web Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

3. Limitation of Liability

Nothing in these Terms and Condition shall limit or exclude the Company's liability for:

- a. death or personal injury caused by its negligence;
- b. breach of the terms implied by the Sale of Goods and Supply of Services Act 1980 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

Subject to the above, the Company shall not be liable to the Registered User, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions for:

- a. loss of profits;
- b. loss of opportunity, sales or business;
- c. loss of agreement or contracts;
- d. loss of anticipated savings;
- e. loss of or damage to goodwill
- f. loss of use or corruption of software, data or information; and
- g. any indirect or consequential loss.

Subject to the above, the Company's total liability to the Registered User, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions in each Contract Year shall be limited to the amounts paid and payable by the Registered User in respect of Products in such Contract Year.

4. Non-Performance

No party shall have any liability under these Terms and Conditions for any delay or non-performance of its obligations under these Terms and Conditions arising from any cause beyond its reasonable control.

Section 18. Intellectual Property Rights

1. Copyright Information and Personal & Non-Commercial Use Limitation

All content included on the Web Site is owned by the Company or the Company's third party licensors and is protected by United States and international copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. The Intellectual Property Rights in the content included on the Web Site, and the Web Site itself, vest in the Company and its third party licensors.

Registered Users are granted a limited, non-exclusive, non-transferable, revocable, licence to view and use the Web Site subject to these Terms. Unless otherwise specified, the Service is for personal and non-commercial use. No Registered User may sell, modify, copy, reproduce or reverse-engineer the Web Site itself, or display publicly or otherwise use the Web Site in any way for any public or commercial purpose.

Permission to reprint or electronically reproduce any document or graphic, in whole or in part, for any other purpose is expressly prohibited without prior written consent from the

Company. A Registered User may not provide copyrighted or other proprietary information to the Company without permission from the owner of such material or rights.

A Registered User is solely responsible for obtaining such permission and for any damages resulting from unauthorised disclosures or infringement.

2. Trademarks

The Company owns the name and trademark of Dream Bid and its website www.dream-bid.com as well as any updates. The associated graphics, logos and service marks and may not be used without the prior written consent of the Company. All other trademarks, product names, and company names and logos appearing on the Web Site are the property of their respective owners.

3. Ideas and Inventions

All comments, feedback, suggestions, ideas, and other submissions (**Ideas**) disclosed, submitted, or offered to the Company by any Registered Users are the exclusive property of the Company. The Company will not entertain any claim by any Registered User that the Company has in any way exploited an idea communicated to the Company as its own. If a Registered User submits any idea or invention, he agrees that the Company may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to him.

Section 19. External Links

1. Other Web Sites

The Service may contain links to other websites and may forward a Registered User to other websites within the same, or a new, Internet browser window. These web sites are not under the control of the Company and the existence of a link on the Web Site does not imply any endorsement of the linked web sites by the Company or any affiliation between the Company and the owners of the linked web sites. The Company makes no warranties or representations, and disclaims all liability, relating to the accuracy, content, terms of use, privacy policies, products, services, legality, reliability, viewpoint, accuracy, currency, decency, or any other aspect of the linked websites. The Company has no responsibility to its Registered Users in respect of such material. The Company encourages all Registered Users to examine the privacy policies and/or terms and conditions of any third party websites.

Section 20. Security

1. Registered User's Responsibility to Restrict Access

All Registered Users who use the Web Site are responsible for restricting access to their computer and ensuring that their computer is free from all types of malicious code, spyware, viruses, Trojans, etc. that may track any data entered on the Web Site.

In addition, a Registered User is responsible for maintaining the confidentiality of his Account and identifiers and for restricting access to his computer, and he agrees to accept responsibility for all activities that occur under his Account or identifiers.

2. Obligation to Secure Password And Exit Sessions

A Registered User agrees to:

- a. immediately notify the Company of any unauthorized use of his password or Account and/or other breach of security by writing; and
- b. ensure that he exits from his Account at the end of each session. The Company cannot and will not be held liable for any loss or damage arising from his failure to comply with this section.

3. Monitoring Operations by Company

The Company reserves the right to monitor all network traffic and Account activity on the Web Site to identify and/or block unauthorized attempts or intrusions to upload or change information or cause damage to the Web Site in any fashion. Anyone using the Web Site expressly consents to such monitoring.

The Company reserves the right to fully cooperate with any law enforcement authorities or court orders requesting or directing it to disclose the identity of anyone posting any information, publishing or otherwise making available any materials that are believed to violate these Terms.

Section 21. Indemnification

1. Indemnity Agreement

All Registered Users agree to defend, indemnify and hold harmless the Company and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors from and against any and all losses, costs, expenses, damages or other liabilities (including reasonable attorneys' fees) incurred by such parties from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against such parties in connection with:

- a. the use of the Web Site using the Registered User's Account;
- b. any data or work transmitted or received by a Registered User;
- c. a Registered User's violation of these Terms and Conditions; or

- d. a Registered User's violation of any rights of a third party. This defence and indemnification will survive the termination of these Terms and Conditions.

Section 22. Waiver/Severability

1. When Strict Performance Of A Term Is Not Required

In exceedingly rare circumstances, the Company may not require strict performance of one or more of the terms by a Registered User. This shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance.

These Terms and Conditions are intended to be severable. If for any reason any provision of these Terms and Conditions shall be held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

Section 23. Notices

1. General

Except as expressly stated otherwise, any notices regarding the Web Site shall be made by registered mail to the Company.

Notices to Registered Users may be mailed to the postal address they provided for deliveries of products, as part of their Registration Data (including registered mail) or by electronic mail to the e-mail address (es) or mobile telephone number they provided. A notice sent to a Registered User shall be deemed given twenty-four (24) hours after e-mail or SMS is sent and three (3) days after the date of mailing.

Section 24. Entire Agreement

1. General

These Terms and Conditions constitute the entire agreement between each Registered User and the Company with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any amendment of any provision of the Terms and Conditions will be effective only if in writing and signed by an authorised representative of the Company.

Section 25. Section Titles For Convenience Only

1. Section Title

The Section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect.