
1. This Agreement

1.1. Accepting this Agreement

- (a) By using the Service, you agree to comply with and be bound by the terms and conditions of this Agreement. These terms govern your access to and use of the Service.
- (b) If you do not agree to these terms, you have no right to obtain information or otherwise continue using the Service or Website.
- (c) These terms are binding on any use of the Service and apply from the time you first access the Website.
- (d) It is your obligation to ensure that you have read, understood and agree to the most recent terms available on Website.
- (e) We may amend this Agreement at any time by posting with 30 days notice the new terms and conditions on the Website, unless otherwise stated in this Agreement.

1. Contacting us

Please email us at info@e-valueit.com if you have any questions relating to these terms and conditions.

2. Definitions

1.1. Definitions

Unless the terms and conditions of the Agreement explicitly state otherwise, expressions used in the Agreement have the following meanings:

Agreement means this document and any additional policies available on the Website.

Business Days means any day other than a Saturday, Sunday or recognised public holiday in Perth, Western Australia.

Fees mean all amounts payable by you to us for the provision of the Service as displayed on the Website.

Intellectual Property Right means all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to business names, circuit layouts, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, plant varieties, recipes, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Item means the object submitted by you to us for the purpose of the Service.

Non Excludable Condition means any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010 (Cth)*), which cannot by law be excluded.

Privacy Law means:

- (a) the *Privacy Act 1988 (Cth)*; and
- (b) any code registered under the Privacy Act or Australian Privacy Principles.

Privacy Policy means the privacy policy available on the Website or as amended by us from time to time.

Service means the provision of an electronic estimate of the value of the Item (both high and low estimate)

Submitted Content means all information, audio, documents, graphics, HTML, text, software and materials which is uploaded or submitted by you to us (including any uploads to the Website).

You means a person or entity using the Website or Service.

Us, We, Our or e-Valuelt means e-Valuelt ABN 11277876228

Website means the website located at e-Valuelt.com

3. Website

3.1. Information Purposes Only

- (a) All information available on the Website is for informational purposes only, and is to be used or relied on at your own risk.
- (b) We make no warranty or representations as to the accuracy of the information.

1.3. Third party links

The Website may contain hyperlinks and other pointers to websites operated by third parties. We do not control these third party websites and are therefore not responsible for the content of any third party website or any hyperlink contained in a third party website. We provide the hyperlinks for your convenience only and do not indicate, expressly or implicitly, any endorsement, sponsorship or approval by us of a third party website or the products or services offered at a third party website. Your visit to a third party website is entirely at your own risk.

1.4. We can Change the Website at Discretion

We reserve the right to upgrade, maintain, tune, backup, amend, add to or remove items from, redesign, improve or otherwise alter the Website at our sole and absolute discretion.

1.5. Data storage with third party

We may subcontract the storage of any Data to a third party (or multiple third parties) without notification to or consent from you.

1.6. Unintentional inaccessibility

From time to time, without notice, access to all or part of the Website may be disrupted or limited. During such an interruption, we will use reasonable endeavours to restore access to the Website as soon as practicable.

1.7. Intentional inaccessibility

We reserve the right to make some or all of the Website inaccessible from time to time as is required for upgrades, maintenance and updates.

1.8. Errors

- (a) You acknowledge and agree that there may be technical or administrative errors in the information on the Website, including but not limited to errors with respect to product description, pricing and availability.
- (b) We reserve the right to do any of the following, at our absolute discretion, without notice:
 - (i) correct any errors in the Website; or
 - (ii) update the Website.

1.11. Security Responsibilities

We will take reasonable steps to ensure that the Website is secure from unauthorised access consistent with generally accepted industry standards in our industry.

2. Service

2.11. Provision of Service

- (a) We endeavour to provide you with the Service within [2] Business Days of receiving the Submitted Content.
- (b) You acknowledge that the Service is:
 - (i) a remote service;
 - (ii) performed entirely at a distance; and
 - (iii) solely based upon the inspection of the Submitted Content without any physical inspection, cleaning, restoration, detailed inspection or disassembly.
- (c) The Service expressly excludes undertaking additional research in connection with the Item or conducting further tests and analysis to determine authenticity.

1.2. Disclaimer

You acknowledge and agree that:

- (a) the Service consists of providing our opinion in respect of the valuation of the Item were it to be sold on the open market at an international auction with a reputable auctioneer after appropriate marketing and on the basis of your warranties and acknowledgements provided at the time of submitting the Submitted Content;
- (b) the valuation is an estimate that is a matter of reasonable opinion and valuations may differ between providers of similar Services;
- (c) valuations may also fluctuate as a consequence of external circumstances such as changes in the market conditions for the Item;
- (d) the Service only reflects an estimate of the inherent characteristics (visible from the photographs provided) of the Item and does not reflect the surrounding circumstances of the Item (for example, the Item's provenance or place in a wider collection, or the existence of several similar items available for sale at the same time);

- (e) the valuation does not take into account any sale expenses, commissions or taxes which might apply or become due on a sale or transport of the object;
- (f) we make no guarantees, representations or warranties as to the amount the Item will realise should you place the Item for sale; and
- (g) use of our valuation for official or formal purposes including but not limited to legal proceedings, insolvency or bankruptcy proceedings, divorces cases, or for insurance purposes is entirely at your own risk and we make no guarantee that the valuation will be in a format suitable for any official or formal purpose.

1.3. Submitted Content

- (a) You must ensure that all times, any Submitted Content is accurate and up-to- date, including Item description, location, provenance, condition, condition issues, previous sales history, already known authenticity issues and any additional information relevant to the Item.
- (b) You warrant that:
 - (i) all of the information that you provide to us is accurate and complete in all respects; and
 - (ii) you will inform us if such information changes prior to completing the Services.
- (c) In respect of Submitted Content, you warrant that you will not upload content:
 - (i) in breach of the Intellectual Property Rights of any third party;
 - (ii) in breach of any law under the *Privacy Act* 1988 (Cth);
 - (iii) affected by any computer virus or malicious code;
 - (iv) connected with "spam" or the process of "spamming";
 - (v) which is false, defamatory, misleading or otherwise deceptive in any way;
 - (vi) which is financial, legal, medical or other professional advice;
 - (vii) that is likely to offend, insult or humiliate based on race, religion, ethnicity, gender, age, sexual orientation; or
 - (viii) in breach of any other clause of this Agreement;
- (d) You agree that any comments or opinions that you express will be fair, accurate and genuinely held at the time of communication.

1.3. Responsible for Submitted Content

We make no warranties as to the accuracy of any Submitted Content, and will accept no liability for errors or omissions in general.

2. Payment and Refunds

1.1. Fees

- (a) You agree to pay the Fee in a method and manner as prescribed by us from time to time.
- (d) You acknowledge that the Fee is due and payable in full prior to receiving the Service.

1.2. Refund

We do not provide refund or exchange for change of mind.

2. Permitted Use

2.2. Lawful Use of the Website

You undertake to upload, store or access any data on the Website if such access or storage would:

- (a) breach any Intellectual Property Right;
- (e) breach any Privacy Law; or
- (f) breach any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

1.2. Prohibited conduct

You must not:

- (a) providing false or misleading information;
- (b) use the Website to post or transmit any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any user from using the Website or the Internet;
- (c) in any way tamper with, hinder or modify the Website;
- (d) knowingly transmit any viruses or other disabling features to the Website or via the Website;
- (e) not to intentionally disable or circumvent any protection or disabling mechanism related to the Website;
- (f) not to install or store any software applications, code or scripts on or through the Website;
- (g) not to use the Website in any way which could be reasonably expected to interfere with or damage our' network, any other operator's network, or another user's enjoyment of the Website;
- (h) attempt any of the above acts or facilitate or assist another person to do any of the above acts; or

1.3. Right to Suspend

We reserve the right to:

- (a) limit or suspend your access to the Website or Service; and
- (b) remove data or content uploaded to the Website by you,

if in our reasonable opinion, you are in breach of any of the obligations or undertakings in this Agreement.

7. Privacy Policy

7.1. Privacy Policy

- (a) You agree and consent to the handling of Personal Information (as defined in the Privacy Act) in accordance with our Privacy Policy.
- (b) We may amend our privacy policy in our sole discretion. If we amend our privacy policy, we will post the new privacy policy on our website.

8. Intellectual Property

8.1. Intellectual Property

- (a) We own or have a license to use the Intellectual Property Rights in the Website and Services (including any copyright in the Service), and in any circumstances where we does not automatically have such ownership, you will transfer it to us and will do all things necessary to ensure that full legal ownership of the Intellectual Property Rights in the Website or Service passes to us.
- (b) You will at all times be the exclusive owner of the Intellectual Property Rights in the Submitted Content.

1.2. Undertakings regarding intellectual property

You warrant that you will not do any of the following, or permit any person over whom it has effective control to do so:

- (a) copy or reproduce, or create an adaptation or translation of, all or part of the Service or Website in any way, except to the extent that reproduction occurs automatically through the ordinary use of the Service or Website in accordance with the Agreement;
- (b) incorporate all or part of the Service or Website in any other webpage, site, application or other digital or non-digital format;
- (c) (subject to other rights explicitly granted under the Agreement) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of the Service to any third party or the Website on any medium;
- (d) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, or algorithms contained in the Service or Website or any documentation associated with them.

9. Warranties

We make no warranties or guarantees:

- (a) that the Website are of acceptable quality and fitness for a particular purpose;

- (b) we do not warrant or make any representation regarding your access to, or the results of your access to, the Website including its correctness, accuracy, timeliness, completeness, reliability or otherwise.

10. Limitation of Liability

10.1. Implied Conditions

We exclude all implied guarantees, conditions and warranties from this Agreement and except any Non Excludable Condition.

10.2. Limitation of Liability

We exclude all other liability for any costs, including consequential loss, suffered or incurred directly or indirectly by you in connection with this Agreement, including in connection with:

- (a) your reliance on a Valuation;
- (b) the Website being inaccessible for any reason;
- (c) incorrect or corrupt data, lost data, or any inputs or outputs of the Website;
- (d) computer virus, trojan and other malware in connection with the Website;
- (e) security vulnerabilities in the Website or any breach of security that results in unauthorised access to, or corruption of data;
- (f) any unauthorised activity in relation to the Website;
- (g) your breach of this agreement; or
- (h) any act or omission by you, your personnel or any related body corporate under or in relation to this agreement.

1.3. Non Excludable Condition

Where a Non Excludable Condition is deemed to apply, to the fullest extent possible under the law, we limit our liability for any breach to:

- (a) in the case of goods:
 - (i) the re-supply of the goods or payment of the cost of the re-supply of the goods; or
 - (ii) the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and
- (b) in the case of services:
 - (i) the resupply of the services; or
 - (ii) the payment of the cost of having the services resupplied.

11. Indemnity

You indemnify us, including our directors, employees, contractors, agents, subsidiaries and related bodies corporate against all costs suffered or incurred by us, however caused, arising wholly or partially, directly or indirectly, in connection with this agreement or your use of the Website, including any costs arising directly or indirectly from:

- (a) your breach of this agreement;
- (b) you or any authorised user infringement of any third party Intellectual Property Rights while using the Website;
- (c) any harm to, claim or action by a third party arising directly or indirectly from your use of the Website; or
- (d) your breach of any privacy laws.

12. Termination

12.1. Termination

We may end this Agreement immediately if in our reasonable opinion you are in breach of this Agreement.

13. General and interpretation

13.1. Assignment

We may assign, encumber, declare a trust over or otherwise create an interest in its rights under this document without your consent, and may disclose to any potential holder of the right or interest any information relating to this document or any party to it.

13.2. Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

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13.4. Relationship

Nothing in this Agreement is intended to create or be construed as creating a relationship of agency, joint venture or partnership between any of the parties. Unless expressly stated in this Agreement, no party may act as agent of or in any way bind another party to any obligation.

13.5. Multiple Parties

If a party to this Agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.6. Operation of this document

- (d) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

- (e) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (f) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

1.7. Inconsistency with other documents

If this document is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

1.8. Reliance

Neither party has entered into any contract under this Agreement in reliance on or as a result of any representation, promise, statement, conduct or inducement by the other otherwise than as set out in this Agreement.

1.9. Governing law

The laws of Western Australia, Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

1.10. Interpretation

Unless the terms and conditions of the Agreement explicitly state otherwise, the Agreement will be interpreted as follows:

- (a) a reference to a party includes that party's permitted assigns, administrators, successors, executors, legal representatives and any novated party;
- (b) any reference to a trustee includes any substituted or additional trustee;
- (c) unless used for the usual grammatical purpose, inverted commas around a term indicate industry jargon that will be interpreted according to how that term would be understood by an individual with expertise in the relevant industry;
- (d) "including", "includes" or any derivation of those words does not limit the matter in question to the things specifically mentioned in the applicable context;
- (e) where a term is defined, other grammatical forms of that term will be taken to have the same meaning;
- (f) headings are for convenience and will not affect interpretation;
- (g) words in the singular will be taken to include the plural and also the opposite;
- (h) "\$" means the United States dollar or Australian dollar where specified;
- (i) a reference to a document will be to that document as updated, varied or amended;
- (j) a document referenced by the Agreement will not take precedence over the referencing document;
- (k) when any kind of legislative instrument is referenced, the reference will be taken to be that instrument as updated or substituted for by the legislative body in any way;
- (l) where a "URL" is mentioned, the non-operation of the "URL" will not render the rights and obligations associated with it invalid;

- (m) any referenced digital resource may be replaced with another digital resource that is a "copy" of the original resource;
- (n) a reference to a party's conduct includes omissions as well as acts;
- (o) if a party is described as having discretion in a matter, the discretion in that matter will be interpreted as sole and absolute; and
- (p) where a party is required to do "anything necessary", this includes executing agreements and other legal instruments.