

LIMELIGHT SOFTWARE LIMITED

Motorcentral® Dealer Portal Wholesale Terms & Conditions
Last Updated: 24 September 2013

1. Definitions

- 1.1. "Registered Motor Vehicle Trader" means that you are a current Registered Trader on the New Zealand Motor Vehicle Traders Register held by the New Zealand Ministry of Economic Development.
- 1.2. "Vehicle Wholesaler" means a person who carries on the business of selling new or used motor vehicles to Registered Motor Vehicle Traders.
- 1.3. "Seller" means the Registered Motor Vehicle Trader or Wholesaler placing the listing.
- 1.4. "Buyer" means the Registered Motor Vehicle Dealer purchasing the Motor Vehicle
- 1.5. "Services" means this online service.
- 1.6. "We", "us", "our", "Dealer Portal" and "Dealerzone" means LIMELIGHT SOFTWARE LIMITED trading as Motorcentral.
- 1.7. "You" and "your" means you.

2. Background

- 2.1. "Dealerzone Wholesale" is an online marketplace where Registered Motor Vehicle Dealers and Motor Vehicle Wholesalers can transact the sale and purchase of motor vehicles.
- 2.2. By registering as a member of or by using Dealerzone Wholesale, you agree to be bound by these terms and conditions.
- 2.3. You further acknowledge that these terms and conditions may be amended from time to time by us. Any amendments will be posted on the Dealerzone website.

3. Membership

- 3.1. In order to become a member of the Dealerzone Wholesale platform, you must register online according to our Terms and Conditions. You must be over 18 years of age and must be a resident of New Zealand.

- 3.2. We reserve the right to decline to accept any person as a member and reserve the right to cancel any membership at any time for any reason whatsoever. The decision to suspend or terminate a member is our sole right and is at our sole and absolute discretion.
- 3.3. We may terminate an account on the following (but not limited to) basis:
 - (a) if these terms and conditions are breached;
 - (b) if you have sufficient negative feedback that we consider, at our absolute discretion, you to be an inappropriate customer;
 - (c) if the you fail to comply with its contractual terms and conditions with the transactional party;
 - (d) if you have failed to provide accurate information when registering as a member;
 - (e) by giving you 3 working days notice for any reason whatsoever and at our sole and absolute discretion.

4. General Rules

- 4.1. You must be a Registered Member of Dealerzone to list vehicles with us.
- 4.2. All seller listings must provide accurate, current and complete information about the terms of sale, payment terms, shipping method and who bears the cost of shipping.
- 4.3. You may only list those items which are actually for sale.
- 4.4. You may only list those items which you have a legal ability to sell.
- 4.5. At least 80% of your listings must be either:
 - (a) exclusively for sale to Registered Motor Vehicle Traders; or
 - (b) listed at a lesser price by a reasonable amount, than any other advertised price to the general public.
- 4.6. You will not offer items or services other than those contemplated by this website as the sale and purchase of motor vehicles.
- 4.7. You must not list anything that is illegal, offensive (for any reason stated or deemed by us), stolen, unsafe or anything which infringes copyright or other intellectual property rights or items which have been

illegally imported or which would require a legal import or export licence in order to complete the transaction or any item which sale of is prohibited by or violates any law. You agree that we have complete discretion as to whether or not this rule has been breached.

- 4.8. When you list a vehicle for sale on this website, it should be your intention to sell via this website and not elsewhere. Accordingly you confirm that any vehicle listed for sale on this website is not listed for sale on another website or elsewhere.
- 4.9. Your listing may only obtain a URL for a website that contains further information on the item you have listed for sale. Accordingly you must not use the this website as a basis for promotion of products or services other than the Vehicle that is for sale.
- 4.10. You acknowledge that we do not screen your listings for content, however if the content of the listing is revealed to be unacceptable then we may withdraw that listing at any time.
- 4.11. If you are the Vendor on a transaction you will liaise with the purchaser on a successful sale and purchase transaction immediately following acceptance by the purchaser.
- 4.12. You will not charge an unreasonable amount for shipping.

5. Your Obligations as a Buyer

- 5.1. You must reside in New Zealand to buy on Dealerzone.
- 5.2. Your offer to purchase is irrevocable non-retractable unless you have the Seller consent in writing.
- 5.3. Immediately following acceptance of your offer, you must arrange for full payment with the Seller.
- 5.4. If you reside in New Zealand, then all fees are GST inclusive and are in New Zealand dollars.

6. Fees and Accounts

- 6.1. Our fees are as set out in Schedule 1. Any changes in fees will be posted to this website and will give no less than 5 working days notice (by posting on this website) of the change of fees.

- 6.2. We reserve the right to change the fees at any time by posting the new fee schedule on the website. Any changes in fees will be posted to this website and will give not less than 5 working days notice (by posting on this website) of the change of fees.
- 6.3. All of our fees are exclusive of GST and are in New Zealand dollars and must be paid within 5 working days of date of the invoice.
- 6.4. In the event of overdue or non-payment of an invoice you will pay any reasonable costs incurred by us (including legal costs, collection agency fees and administration costs) as a result of servicing overdue accounts.
- 6.5. We reserve the right to interrupt or delay the provision of Services to you until payment is received in full. Such interruption does not relieve you from the obligation to pay all outstanding amounts owing to us.

7. Mailing List

- 7.1. It is our policy to send out promotional material and newsletters, including material not actually directly related or coming from their own site to our registered users and members. Further, it is our policy to immediately remove any registered user or member from any mailing list upon that members or registered users request.

8. Disclaimer

- 8.1. The information and data contained on this website is provided by third party Information Agents and accordingly we cannot guarantee that the information is true and correct. Accordingly, any transaction conducted on this website is at your risk and you acknowledge that we take no responsibility or liability for any loss or damage that you suffer as a result of transacting on this website.
- 8.2. We will however use reasonable endeavours to ensure that the information contained on the website is correct and that a reliable online platform is maintained for the purpose of transacting between Authorised Parties and Information Agents.
- 8.3. You acknowledge that you are using the website on an "as is where is" basis and on an "as available" basis and

that we are excluded from any liability implied or otherwise.

9. Limitation of Liability

- 9.1. To the maximum extent permitted by law we will not under any circumstances be liable under the law of tort, contract or otherwise for any monetary sum, including without limitation loss of profits, for any direct, indirect or consequential loss or damage, however caused, relating to or in connection with the Software, services provided by third parties, or these terms & conditions.
- 9.2. In the event that clause 9.1 does not apply to a particular circumstance or event, our maximum total liability to you arising out of any claim or of claims during or after the term of these terms & conditions, for any cause whatsoever, will under no circumstances exceed NZ\$100.

10. Indemnity

- 10.1. You shall indemnify us against any and all direct, indirect and consequential damages, losses, claims, costs (including legal costs), expenses, actions, demands, liabilities or proceedings whatsoever incurred by us in respect of any claim by a third party arising from or connected to any breach or alleged breach by You of Your obligations under these terms & conditions.

11. No Resale

- 11.1. You expressly confirm and agree that you will not reproduce, copy, sell, distribute or otherwise disseminate for commercial purposes the information obtained from or via Dealerzone Wholesale.

12. General Provisions

- 12.1. We have developed a robust system in which Vehicle Wholesalers and Registered Motor Vehicle Traders can buy and sell vehicles. We will use reasonable endeavours at all times to ensure that this website is available and that there is the least amount of down time possible for

maintenance, however we do not take any responsibility for system unavailability or for any loss incurred as a result of the system unavailability.

13. Copyright

13.1. The copyright in this website, including all text, graphics, logos, icons, sound recordings and software is owned or licenced by Dealerzone. Other than for the purposes of and subject to the conditions prescribed hereunder, the New Zealand Copyright Act 1994 and similar legislation which applies in your location, and except as expressly authorised by these Terms and Conditions, you may not in any form or by any means adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website or commercialise any information, products or services obtained from any part of this website without our written permission.

14. Resolution of Disputes

14.1. Dealerzone is not a party to any sale transaction between the Registered Motor Vehicle Trader and the Vehicle Wholesaler and accordingly will not be involved with any dispute between the parties.

15. Force Majeure

15.1. Without prejudice to the disclaimer clauses herein, we have no responsibility or liability for any lack of performance, unavailability or failure of the services or the website or any failure of Dealerzone to comply with these Terms and Conditions where the same arises from any cause reasonably beyond the control of Dealerzone.

16. Governing Law

16.1. These Terms and Conditions are governed by the laws of New Zealand and you confirm that you submit to the non-exclusive jurisdiction of the Courts of New Zealand.

17. Non-Waiver

17.1. If we do not exercise or enforce any right available to us under these Terms and Conditions, that does not constitute a waiver of those rights.

SCHEDULE 1 - DEALERZONE WHOLESALE FEES

Our Fee Schedule can be found online at:

<https://portal.motorcentral.co.nz/fees>