

MCA Auctions

Terms & Conditions

INTRODUCING “MCA” Auctions.

These are the terms and conditions governing the services “MCA Services” offered by MCA “The Agreement” on this auction site.

READ AND CONSIDER CAREFULLY

As soon as your registration is completed you have accepted and are bound by:

- (1) these terms and conditions;
- (2) terms and conditions specific to any particular item or service being offered;
- (3) any terms and conditions included by reference;
- (4) amendments, alterations and additions to these terms and conditions made from time to time; and
- (5) MCA’s Privacy Policy as in place from time to time.

THIS IS NOT AN ALL INCLUSIVE AUCTION SITE, IT IS LIMITED TO ITEMS LOOSELY CATEGORISED AS HEALTH AND MEDICAL. MCA RESERVES THE RIGHT TO AMEND AND ADD TO THESE TERMS AND CONDITIONS WITHOUT NOTICE. ANY AMENDMENTS SHALL OPERATE FROM THE TIME OF POSTING ON THIS AUCTION SITE. USERS OF THIS SITE MUST ACTIVELY REFRESH THESE TERMS AND CONDITIONS FROM TIME TO TIME.

1. GENERAL

1. Compliance with the appropriate laws

- 1.1 Sellers and buyers must be able to enter into contracts such as attained the age of 18 years.
- 1.2 Items cannot be offered for sale or offered on any terms and conditions or in any way that violate any law or regulations or any restrictions including any Country's laws relating to imports and exports.
- 1.3 Items must be described accurately and without any tendency to confuse or mislead or be obscene, offensive or invasive.

The following are examples of unacceptable items:

- (a) Cigarettes;
- (b) Drugs, drug paraphernalia including but not limited to the growth manufacture or distribution of drugs;
- (c) Firearms ammunition or other accessories, explosive devices, knives and other weapons, fireworks and any hazardous materials. Antique firearms are allowed;
- (d) Counterfeits, any item which would breach any trademark, design, and copyright, any unauthorised copies of any original item;
- (e) Racist items;
- (f) Items subject to any governmental recall;
- (g) Bodies, body parts or fluids;
- (h) Pornography.

- 1.4 IT IS THE USERS RESPONSIBILITY TO ENSURE THAT ALL APPLICABLE LAWS AND REGULATIONS ARE OBSERVED.

2. INFORMATION TO BE PROVIDED AND PRACTICE

- 2.1 Information on the Terms and The Manner of Sale must be clear, including but not limited to payment methods, delivery and costs of delivery, the return or refund policy (as applicable) taxes. All requirements and costs must be reasonable.
- 2.2 Your sale practices must always be good practice and be reasonable in all the circumstances, any manipulation of this site fraud disruptive practices are prohibited. Bidding on your own auctions is prohibited.
- 2.3 Sellers must have ownership and be in possession and have control of any item offered for sale at the time the item is offered for sale.
- 2.4 MCA RESERVES THE RIGHT TO REMOVE, REJECT OR REFUSE ANY LISTING IN ITS SOLE DISCRETION WITHOUT BEING OBLIGED TO PROVIDE ANY REASON WHATSOEVER. MCA MAY TERMINATE YOUR AUCTION AND/OR SALE AT ANY TIME. MCA HAS NO RESPONSIBILITY TO APPROVE ANY LISTING.

3. REGISTRATION

- 3.1 The MCA Service is provided to you personally. You are not permitted to sell or transfer the service to another person or make commercial use of the service.

- 3.2 Registration is required but registration does not require you to purchase any item whatsoever.
- 3.3 You are to choose your username and password. These are required prior to you being able to bid for any item or service. Your username and password are your responsibility. You are authorising MCA to deal with anyone using the username and password. This means that you are bound to accept any bids made by the use of your username and password. **Please keep your username and password secure and advise MCA of any unauthorised use.**
- 3.4 Registration requires that you do not use a false name or provide false or misleading information. All information must be accurate and complete and must be updated upon any change to information occurring. Information must not contain any viruses or any matters which may interfere with any system or other information whether of MCA or any other person or party. Information must not be obscene, defamatory or unlawful, nor infringe any copyright or other intellectual property rights or tend to cause any of the above circumstances.
- 3.5 Please note as to Registration:
- (a) The obligation to complete a purchase is not diminished in any way by your use of false or misleading information; and
 - (b) MCA is not liable for any loss or damage occurring from your provision of inaccurate and incomplete information.
- 3.6 You may request that your account be closed at any time other than when at the time of the request you are the highest bidder on any auction.

4. BIDDING

- 4.1 Any bid is an offer to purchase.
- 4.2 Should your bid be the winning bid you must pay the bid price plus any other fees specified on the item listing such as delivery charges taxes insurances “the total price”.
- 4.3 BIDS ONCE PLACED CANNOT BE REVOKED.
- 4.4 A “maximum price” bid similarly cannot be revoked or altered.
- 4.5 Bid Manipulation is prohibited. Bid Manipulation includes communications between buyers with the purpose of manipulating the purchase price of any item. Multiple registrations are prohibited.
- 4.6 MCA cannot guarantee that the service is not subject to manipulation and fraudulent conduct by users.**

5. PAYMENT

- 5.1 On being the winning bidder for any auction item a purchaser is required to pay “the total amount”, being:
 - (a) the amount of the winning bid; and
 - (b) any costs, charges including but not limited to delivery and insurance, any taxes.

6. MANNER OF PAYMENT

The seller will list payment options in the listing.

7. WARRANTIES

- 7.1 MCA is not, as permitted by law, giving any warranty whatsoever;
- 7.2 Any seller on this site is not, as permitted by law, giving any warranty whatsoever other than any warranty set out in a particular listing. Each Buyer warrants that it is purchasing any item in trade and so the provisions and warranties of the Consumer Guarantees Act 1993 and any protections afforded to consumers under the Fair Trading Act 1986 are expressly excluded to the extent permitted by law.";
- 7.3 There are no express implied or statutory warranties as to:-
- (a) title;
 - (b) fitness for any particular purpose;
 - (c) merchantability
 - (d) whether or not any items are able to be repaired or replaced
 - (e) whether or not any item is able to be replaced with a similar or the same item.
- 7.4 There is no warranty that this site will be continuous and uninterrupted and that you will be able to access the site at any particular time. There may be many factors outside the control of MCA that may interfere with the provision of the site.
- 7.5 In the event that MCA or any seller has any liability to any user and that this liability is able to be limited then the following remedies shall apply but any remedy shall be at the sole unfettered discretion of MCA. The remedies are restricted to either of:
- (a) the replacement of the item and/or service with the same or similar item and/or service; or
 - (b) repair of the item; or
 - (c) payment of the cost of replacement of the item or providing the service with the same or similar item or service; or
 - (d) payment of the cost of repairing the item.

- 7.6 Liability for any consequential loss or damage whatsoever is specifically excluded such as loss of profits.
- 7.7 MCA has no responsibility, liability for the conduct of any user of the site including sellers, buyers or any third party. Should any liability exist it is limited to the sum of \$1,000.00 in any one instance.

There is no intention to limit or exclude any liability should any law applicable prohibit such limitation or exclusion.

- 7.8 A purchaser must read the listing of any item or service carefully including the description and payment options. The description is not an opinion or a recommendation of any item or service as to suitability to you by MCA or any user. It is your own assessment of the item or service in all respects.

- 7.9 Accessing the site is at your sole discretion and therefore at your risk. MCA is not responsible for any damage to any computer hardware and loss of data.

- 7.10 **WARNING:** As to potential risks in using health products, you must ensure that all proper procedures are conducted prior to any use, for example sterilisation of equipment including utensils.

8. INDEMNITY

- 8.1 Any user of this site shall indemnify and keep indemnified MCA its officers, employees, agents, licenses and contractors against any actions, claims, demands legal proceedings, damages whatsoever including legal fees and disbursements on a legal representatives own

client basis made by any third party arising out of your breach of these terms and conditions including any implied terms and conditions or terms and conditions included by reference or arising out of your actions which breach any law or the rights of any third party.

9. NOTICES

9.1 Notices to MCA care of Collins House Advisory at Level 13, 90 Collins Street, Melbourne, VIC 3000 by registered mail or facsimile, receipt being 24 hours after confirmation of the facsimile being received.

9.2 Notices to any user to the email address provided on registration, receipt being 24 hours after the email is sent.

10. GOVERNING LAW

10.1 This agreement is governed by the Laws of New Zealand and you submit to the jurisdiction of New Zealand.

11. AGENCY

11.1 There is no agency, partnership, joint venture or any other relationship whatsoever between MCA and any use other than independent contractor.

12. DEFAULT

12.1 A seller should contact the winning bidder within 3 days of the close of the auction to request payment. If payment is not received within 21

days of the close of the auction, a seller should advise MCA who will send a notice to the buyer with a copy to you. You are at liberty to contact the buyer direct but be discreet. If no satisfaction is reached within 14 days of the notice of MCA, you should request MCA to cancel and/or ban the buyer from the site.

- 12.2 If you cannot contact the winning bidder within 3 days of the close of the auction you are able to contact MCA to contact the second highest bidder. Please note that the second highest bidder may not wish to buy. You should in that case resubmit the item or service to auction.

13. ADDITIONAL TERMS AND CONDITIONS

- 13.1 MCA policies as listed are incorporated into these terms and conditions by reference. It is acknowledged that these policies may change from time to time. The most recent policy displayed on the MCA site is the applicable policy-

- (a) MCA privacy policy;
- (b) MCA listing policy.

13.2 Listing and Completion of a Sale

- (a) Title: a seller must have legal title to the items listed for sale.
- (b) Description: a seller must describe the items listed for sale accurately and only use relevant information.
- (c) Contract: a seller must sell at the highest bid above the stated minimum or at a bid equal to the reserve or the highest bid above that reserve, if a reserve price has been stated, “The winning bid”. A seller is not required to complete the contract should the “total price” not be

paid that is the winning bid plus the additional costs such as taxes and costs of delivery.