

MyLiveStock.co.nz Terms and Conditions

1. General Terms and Conditions

1.0 Introduction: These terms and conditions are intended to define the services provided by Allied Farmers Rural Limited through the MyLiveStock website to its members and the conditions on which services are provided. It is important therefore that you read the terms and conditions of this website carefully.

1.2 Binding Contract: By becoming a registered member of MyLiveStock, you agree that you will be legally bound by these terms and conditions (which together form the agreement between you and Allied Farmers Rural Limited as the owner and operator of MyLiveStock) and that your use of the site is conclusive evidence that you have accepted the terms and conditions. If you do not accept these terms and conditions, you must not use any of the services offered on this site.

1.3 Amendment of terms and conditions: These terms and conditions may be amended in whole or in part by MyLiveStock from time to time. Any amendments will be effective immediately. If we change the terms and conditions, we will use our reasonable endeavours to place notices on the site to alert you to the changes. You must familiarise yourself with the revised terms and conditions if you have been alerted to any change. As a member and having accepted the terms and conditions of registration, you are responsible for ensuring that you are familiar with the latest terms and conditions. Your continued use of the services represents your agreement to be bound by the terms and conditions as amended.

1.4 Definitions:

In these terms and conditions the following terminology or expressions have the meanings set out.

'we', 'us' and 'our', 'Allied Farmers', 'MyLiveStock', 'MyLiveStock.co.nz', refers to Allied Farmers Rural Limited, a subsidiary of Allied Farmers Limited, a publicly listed company incorporated in New Zealand and (where appropriate) includes its employees and agents. 'MyLiveStock' and 'MyLiveStock.co.nz' are protected trade marks of Allied Farmers Rural Limited;

'you' and 'your', 'member' and 'membership' means you the member (and your membership) whose username and password is used to access this site and includes each person who signs an agency appointment;

'site' or 'website' means this website and every part of it;

'sale conditions' refers to the sale terms which apply to any sale and purchase contract for livestock or other farming products purchased via this site and which arises when:

(a) a tender bid is accepted by a seller; or

(b) a bid for livestock or other farming products listed as a fixed price listing is made by a bidder;

and which

(i) for a tender listing offered by MyLiveStock, will be the conditions as stated or referred to in that listing, and in the case of a tender or fixed price listing for Livestock, will be completed either by way of Forward Sale Contract or Paddock Sale Docket;

(ii) for a fixed price listing shall be as stated or referred to in that listing,

and in each case, includes these terms and conditions to the extent relevant.

'Forward Sale Contract' means Allied Farmers' standard Contract for Forward Sale and Purchase of Dairy Cattle.

'Paddock Sale Docket' means Allied Farmers' standard docket used to record paddock sales of livestock.

'agency appointment' means an appointment to act as agent to bid (or similar authority or appointment) executed by a person who appoints Allied Farmers as its agent to submit tender bids on that person's behalf in respect of livestock or other farming products listed for sale by tender on the site.

'agency bidder' means a person who, as principal, has appointed Allied Farmers as its agent pursuant to an agency appointment. Such a person becomes an agency bidder when Allied Farmers has submitted an offer on behalf of that person (by way of tender bid) to purchase livestock or other farming products listed for sale on the site.

'agent' or 'livestock agent' means your appointed Allied Farmers agent, Allied Farmers representative or MyLiveStock representative.

'authority to sell' as used in the context of this site, refers to the execution of a signed authority by the seller for MyLiveStock to list livestock or farming products for sale and publish all information pertaining to the livestock or farming products on the site.

'bidder' means:

- (i) a registered member who has submitted an offer (by way of a tender bid) to purchase livestock or other farming products listed for sale by tender on the site;
- (ii) a registered member who has submitted an offer to purchase livestock or other farming products under a fixed price listing; or
- (iii) an agency bidder.

'farming products' means goods such as livestock, feed and other farm products or goods or services of a rural, pastoral or farming nature which are from time to time approved by MyLiveStock (by notice on this site) for listing and sale on this site.

'intellectual property' includes (without limitation) all information, photographs, pictures, ideas, processes, procedures, policies, publications, logos, trade names, branding, slogans, indicia, copyright works, aesthetic design, technical design and programming used in or part of or presented on or downloadable from this site, as well as the domain names www.MyLiveStock.co.nz. and www.dairyherds.co.nz. However, 'intellectual property' does not include any information or photographs posted on this site by its members.

'listing' means a listing on the site through which you offer, negotiate to buy, sell or advertise livestock or farming products whether at a fixed price, or by tender;

'mobbed' refers to the practice of listing a herd as a series of smaller groups (mobs) usually distinguished by quality of livestock.

'open listing' is the provision of a non exclusive agency to market a seller's livestock or other farming products for an indefinite period until sold or notified to de-list.

'register' (and all associated terms such as 'registered' etc) includes the act of a person registering as a member of MyLiveStock.

'sole marketing agency' (SMA) means a period during which a seller appoints Allied Farmers as the seller's exclusive marketing agent (in respect of livestock listings only).

'sale' and 'sold', 'under offer', and 'tender closed' are terms used on the site to describe the then current status of a specific listing on the site. The process of participating in and completing a purchase, whether by tender or fixed price sale, and the obligations of both bidder and seller are covered under the sections 'Seller Obligations and General Terms of Use' and 'Bidder Obligations and General Terms of Use'.

'seller' means a registered member who has listed livestock, or other farming products for sale on the site, and also includes Allied Farmers where it has listed farming products for sale on its own behalf.

'services' means any one or more of the services offered by MyLiveStock from time to time, including agency services, and operating on-line services on the site which may from time to time include; messaging services, advertising services and any other service that MyLiveStock may offer.

'tender' means a process under which either Allied Farmers on behalf of a seller solicits offers for livestock or other farming products from interested parties via MyLiveStock or (when available on this site), direct member to member tenders. The offers are on standardised terms (contained in the relevant sale conditions) with the key variable being price per head of livestock or per unit or item of other farming products.

'terms and conditions' means these terms and conditions and includes the 'Privacy Policy' appearing on this site.

'using' and 'use' in the context of this site includes (without limitation) in any way (including through an agent) viewing, accessing, hyperlinking to, downloading from, linking from or employing the content or functionality of this site or any content or data on this site and listing, selling or bidding for livestock or other farming products, or anything else through this site.

2. Liability and Indemnity:

2.0 Liability: You agree that, to the maximum extent permitted by law, any and all liability and responsibility of MyLiveStock to you or any other person under or in connection with these terms and conditions, or in connection with the services, this website, another member's acts or omissions, or your use of or inability to use, the services or this website, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. MyLiveStock's liability and responsibility is, to the maximum extent permitted by law, excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

2.1 Indemnity: You agree to release, indemnify and keep us indemnified from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us arising out of or in connection with your failure to comply with these terms and conditions, your failure to complete a transaction, or your use of MyLiveStock.

2.2 Breach: Without limiting any other rights and remedies available to us, MyLiveStock may at its discretion, limit your activities on the website, remove your bids or listings, warn other members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our services to you if you breach these terms and conditions or where MyLiveStock considers it appropriate.

2.3 Not responsible for breach by member: You agree and acknowledge that:

- (i) responsibility for the content of any listing or advertisement appearing on the site (including any embedded hyperlinks to other websites) rests solely with the person placing the listing. The placement of such listing or advertisement on the site does not constitute any recommendation or endorsement by MyLiveStock of the advertised products. Each member is solely responsible for any representation made in connection with any listing or advertisement placed by it.
- (ii) MyLiveStock gives no assurance or guarantee as to any matter contained or implied in the site (including information submitted and listed by sellers);
- (iii) MyLiveStock is not responsible for ensuring that any member or agency bidder is able to perform its obligations to purchase or sell and deliver (as appropriate) any livestock or any other farming products; and
- (iv) if a member or agency bidder refuses to confirm or repudiates any contract arising from use of the site, or suffers any loss or damage as a result of a breach by the other party, MyLiveStock will not be responsible for any loss or damage sustained by either of them.
- (v) other than when we act as agent for an agency bidder, we do not act as agent for any seller or bidder for farming products and do not participate in any transaction between you and other members.
- (vi) all communications and transactions between you and other members are conducted entirely at your own risk and MyLiveStock accepts no responsibility or liability for any misconduct or breach of these terms and conditions by of any of its members.
- (vii) My LiveStock gives no undertakings, representations, or warranties in relation to any livestock or other farming products listed on the site, including:
 - (a) as to ownership or quality of any such livestock or farming products;
 - (b) as to the content, safety, description, quality, or legality of the livestock or other farming products that are listed on the site;
 - (c) as to the accuracy of any listings;
 - (d) that any listed livestock or other farming products will meet your requirements or expectations;
 - (e) about the ability of members to complete a transaction;
 - (f) that the services will be uninterrupted, timely, secure, or error-free;
 - (g) that the results that may be obtained from the use of the service will be accurate or reliable.

3. Use of the Site:

3.1 User License: MyLiveStock grants you the member a non-transferable, revocable and non-exclusive licence to use this site in accordance with the terms and conditions.

3.2 Unless we agree otherwise in writing, you may only use this site to list, buy and/or sell livestock or other approved farming products. You must not use this site for any other purpose.

3.4. You may not copy or reproduce all or any part of this site or its functionality in any form.

3.5. You must not in any way intentionally interfere, attempt to interfere or cause or permit interference with this site or its normal operation. You must not take any action or cause an action that creates an unreasonable load on our computer equipment.

3.6. You must not in any way (including by use of any spider, crawler or other automated device or any program having similar functionality, or manually) monitor or copy this site or any data or content found on it.

3.7 You must not use this site or anything appearing on it to violate any laws of any kind.

3.8. You must not send us anything which infringes the rights of others or which contains a virus or other harmful item or which is unlawful, indecent, threatening or offensive or which could in any way create any liability on us or could cause us to lose the services of our internet service provider or any of our customers.

3.9. Any breach of the terms and conditions automatically terminates your licence to use this site.

3.10 Service Fees and Sale Commissions:

- (a) MyLiveStock may charge service fees for use of this site and provision of the services and/or sales commission on sales concluded via this site.
- (b) A listing fee of \$15 (plus GST) will be charged per listing of farming products (other than livestock for which a sales commission applies) entitling the seller to maintain the listing for a period of 14 days. A further listing fee of \$15 (plus GST) will be charged for each further period of 14 days during which the farming products remain listed or are re-listed.
- (c) No listing fee is payable for livestock listings, however, a commission on all livestock listings (calculated at the commission rate set out in the Help section of this site, plus GST) is due payable upon execution of the Forward Sale Contract or Paddock Sale Docket (as applicable).
- (d) Any service fees (including listing fees) will be charged (and are payable) at the time of listing or provision of the relevant service.
- (e) MyLiveStock reserves the right to review and amend its service fees and sales commission policy and the fees and/ or sales commission rates that apply at any stage. This may include the addition of standard fees for any listing, access to the site, membership or new services in due course.
- (f) If we change our service fee policy, we will use our reasonable endeavours to place notices on the site to alert you to the changes.
- (g) Any service or listing fees charged by MyLiveStock and any sales commissions on livestock or other farming product tender sales must be paid by the seller in a manner approved by us, including by:
 - (i) the seller making a direct payment by credit or debit card to Allied Farmers, if this facility is offered on the site; or
 - (ii) MyLiveStock (at its election) charging such fees or sales commission to the seller's approved account with Allied Farmers. If service fees or sales commission is charged to an Allied Farmers account, all the terms and conditions applying to the operation of that account shall apply.

4.0 Registration and Membership

4.1 **Membership:** You may only register as a member if you can form a legally binding contract that is enforceable against you. You must be 18 years old. By registering as a member, you warrant that you are at least 18 years old and can form a legally binding contract.

4.2 **Accurate Information:** You warrant that you have provided complete, accurate and current personal information when registering as a member, and that you will keep your personal information held by MyLiveStock in the 'Your Profile' area of the site updated. You must not register as a member under multiple identities or personas (whether false or not). If you have listed livestock or other farming products for sale by tender, you must not participate in the tender process as a bidder under a different identity. This prohibition includes participation through companies, trusts or other legal entities in which you may have an interest.

4.3 **Termination of membership:** MyLiveStock reserves the right to decline to register or to terminate your membership without entering into further discussions with you. Without limiting the foregoing, MyLiveStock may terminate your membership immediately on receipt of a serious complaint or multiple complaints from other members, if you breach these terms and conditions, if you impersonate another member, or if we, at our sole discretion, deem your behaviour to be unacceptable. Members who have registered under multiple aliases will have all of their aliases disabled.

4.4 **Security of your login information:** You are responsible for keeping your login information, including your password, secret and secure. Without limiting the foregoing, you agree:

- (a) not to permit any other person to use your user name or membership unless legally authorised to do so, such as a business partner or immediate family members; and
- (b) not to disclose, or provide to any other person, your password, or any other information in connection with your membership that may allow them to gain access to your membership or otherwise pretend to be you.

4.5 **Agency Bidders:** Allied Farmers may from time to time act as the agent of agency bidders by lodging tender bids on behalf of agency bidders in a manner consistent with the relevant agency appointment. Allied Farmers may disclose to the seller that Allied Farmers is acting as agent of an agency bidder, when it submits tender bids on behalf of an agency bidder. However, even if Allied Farmers does not disclose its agency role, the seller's rights against Allied Farmers in respect of the relevant transaction will be limited in accordance with clause 6.7(t).

5. Emails and Marketing

5.1 At various times we will contact registered members via electronic or physical communications. This may include newsletters, promotion offers, updates and general communications from any of the Allied Farmers Group of companies when we believe the communications are of value to members. Communications will include clear instructions on how to be removed from the registered member communication list. See our Privacy Policy for more information.

6. Seller Obligations and General Terms of Use

6.1 As a seller you must register some brief details regarding the livestock or other farming products you have available for sale. Only livestock or other farming products located in New Zealand and in your possession and control may be offered for sale on MyLiveStock.

MyLiveStock may, at its discretion and at any time, refuse to allow any specific requested listing or all listings requested by a member. MyLiveStock may do so without providing its reasons or any explanation.

6.2 Sellers must enter information into the site to register availability of livestock or other farming products. This information must be accurate, current, and to the “best of your knowledge” correct in terms of recent available data (including herd data if applicable).

6.3 A commission is payable on all livestock listed for sale on MyLiveStock. A listing fee is payable for all listings of other farming products. The commission and listing fee payment conditions are set out in clause 3.10.

6.4 By listing livestock or other farming products for sale on MyLiveStock whether as an agency listing or a seller direct listing, you confirm and agree that:

- (a) you can legally sell the livestock or other farming products;
- (b) the pricing for the livestock or other farming products is in New Zealand dollars and is exclusive of GST (if any);
- (c) your listing is accurate, complete and not misleading and contains all relevant information as to the terms of sale, payment terms, delivery methods and who bears the cost of delivery;
- (d) your listing and any subsequent sale, does not infringe any persons rights;
- (e) you must promptly arrange for collection by or delivery to, the successful bidder (in accordance with the terms agreed in the listing) of the listed products upon completion of a tender or fixed price sale;
- (f) your email address or other contact details may be supplied to the bidder.

6.5 When you list livestock subject to a Sole Marketing Agency (SMA) on MyLiveStock, you warrant that your intention is to sell the products listed through this site and you will not advertise via another medium as long as the listing remains live on the site.

6.6 MyLiveStock will send notifications by email and text to you periodically. MyLiveStock in no way warrants the receipt of these notifications and is entitled to change the content and the information contained in each message at its discretion.

6.7: Listing of livestock for sale

- (a) If you wish to sell livestock on the site, you must do so through an Allied Farmers Livestock agent (unless we agree to permit direct sales) and as the seller of Livestock you may be required to sign an Authority to Sell agreement before your livestock can be listed on the site.
- (b) Upon listing livestock for sale on the site, an Allied Farmers Livestock agent will contact you to collate any necessary animal details, consult with you regarding the most appropriate marketing options for your listing from Tender, Sole Marketing Agency (SMA) or Open Listing, obtain your instructions on which set of sale conditions will apply (those from the Forward Sale Contract or the Paddock Sale Docket), and obtain your instructions on the settlement date.
- (c) Usually the settlement date for livestock transactions under the Forward Sale Contract will be the next following 1 June. The settlement date for livestock listings using the sale conditions from the Paddock Sale Docket will be the date selected by the seller and noted in the details of the relevant listing (or as otherwise agreed).
- (d) A set price per head of livestock will be negotiated for Sole Marketing Agency (SMA) or Open Listings which will form the advertised price for the livestock.

- (e) For a livestock tender, a reserve price will also be negotiated which will be confidential between Allied Farmers and you the seller. However, despite the stated reserve price, the seller always retains the right to decline to accept all or any tender bids submitted, even if one or more exceeds the reserve price.
- (f) For Sole Marketing Agency (SMA) a minimum sole marketing period will also be agreed which is able to be extended by agreement.
- (g) For livestock tenders, a minimum sole marketing agency period will also be agreed, with an additional "stand down" period of no less than 10 days post completion of the tender online. During the sole marketing agency period for SMAs the seller must not appoint any other agent to sell the stock. Should the stock be sold prior to the tender closing date or completion of the "stand down" period by the seller acting alone or by an agent other than Allied Farmers, the standard commission rate as negotiated in the Authority To Sell agreement will still apply and will be charged to the seller.
- (h) The then current commission rate will be charged on completion of a successful sale and execution of the Forward Sale Contract or Paddock Sale Docket (as applicable). Payment of commission shall be made in accordance with section 3.10.
- (i) Any offers for your livestock in response to Sole Marketing Agency (SMA) and Open Listings (OL) will be coordinated directly by your Allied Farmers agent, requiring no further involvement of MyLiveStock other than prospective buyers indicating their interest via the site.
- (j) The seller agrees and acknowledges that any sale of your livestock will be pursuant to the terms contained in the relevant sale conditions selected by the seller (see 6.3 above). If the seller accepts a tender or fixed price bid, then the signed contract will be recorded in the form of the Forward Sale Contract or the Paddock Sale Docket (as applicable).
- (k) For tenders and as a seller, you the seller always retain the right not to 'accept the highest or any bid' from the tenders submitted. A contract between bidder and seller is only formed on the seller's acceptance of a bidder's tender bid, which will be recorded by the seller executing a Forward Sale Contract or Paddock Sale Docket (as applicable) with the relevant details of the livestock and the bidder included. Both sellers and bidders authorise Allied Farmers and the livestock agent to complete the relevant details of the livestock, the parties and settlement date in the Forward Sale Contract or Paddock Sale Docket (as applicable).
- (l) The identity of the highest bidder will remain anonymous to the seller and your agent until the tender period closes. If the seller indicates in writing that it does not want to accept the highest tender bid (on any grounds at all, including bidder default), then the rejected tender bid ceases to be open for acceptance by the seller, and MyLiveStock will release the details of the next highest bidder for consideration by the seller.
- (m) Should the reserve price not be met at the closure of the tender period, then your livestock agent will review with you the current highest bid(s) and, with your approval, approach the highest tenderer as stated above with a view to soliciting an acceptable offer to both parties. Alternatively you may elect to re-list the stock for a subsequent period either in part (mobbed) or whole for an extended period.
- (n) Questions may be placed on the site from time to time by members. These questions will only be displayed to you the seller and your agent initially. However only an Allied Farmers' representative can post the final response.

- (o) Questions may not include requests to alter any sale conditions. No response to a question will be construed as an agreement to alter any of the sale conditions.
- (p) The bidder may also request that the seller shorten the period of the tender due to the level of bidding activity, or in situations where a single bidder is tendering on multiple herds with the intention of only purchasing one. You as seller may also request to shorten the period of tender, for any reason. In either such circumstance and in full consultation with your agent, including the completion of an appropriate documented authority from the seller, Allied Farmers may shorten the period of the livestock tender with a view of achieving a mutually satisfactory outcome for both bidders and you the seller. If reasonably practicable, Allied Farmers will use reasonable endeavours to notify relevant members of any changes to the tender close date.
- (q) The livestock tender close time may automatically extend by a period if a tender bid is submitted a short time before the stated tender close time. Usually, if a tender bid is submitted within the hour preceding the stated tender close time, the tender close time will be extended by an additional hour.
- (r) MyLiveStock reserves the right, at its sole discretion, to extend the length of the tender period should it consider that circumstances have changed that would otherwise unduly influence the outcome or disadvantage one or more bidders (such as bidders experiencing outages that have prevented them from submitting tender bids). In such circumstances, MyLiveStock will always endeavour to make such an alteration in full consultation with the seller.
- (s) The seller must not make any bids in respect of the seller's listings, and must not encourage, procure, or induce any other person to make any bids unless that person is a bidder who wishes to purchase the livestock at the bid price offered by that person.
- (t) Without limitation, the seller agrees that it will not have any claim or rights against Allied Farmers if the seller accepts a tender bid from an agency bidder and the agency bidder is unable to perform, refuses to confirm, or repudiates any contract with the seller arising from use of the site. In respect of all tender bids from agency bidders that the seller accepts, the seller's only claim and rights will be against the agency bidder. This provision applies even if Allied Farmers has not disclosed the fact that it is acting as agent of the agency bidder.

6.8 Listings of other farming products for direct sale to members at a fixed price or tender

- (a) In addition to the other general conditions applying to sellers, by listing other farming products on MyLiveStock for sale at a fixed price or for direct member to member tender, you confirm and agree that:
 - (i) a standard listing fee (plus GST) will be charged per listing of other farming products entitling the seller to maintain the listing for a period of 14 days. A further listing fee will be charged for each further period of 14 days during which the products remain listed. (The current listing fee is set out in clause 3.10 and in the Help section of the site).
 - (ii) it is your responsibility to ensure the farming products are approved for listing (see definition of farming products).
- (b) The following provisions of clause 6.7 relating to livestock tenders shall also apply (with the amendments noted below) to sellers who list other farming products on MyLiveStock for sale by direct member to member tender:

- (i) clause 6.7(k), except that the contract will be recorded by MyLivestock sending an email to the successful bidder confirming the acceptance of the bidder's bid;
- (ii) clause 6.7(l);
- (iii) clause 6.7(m) except that the seller (via MyLivestock) may email the highest tenderer with a view to agreeing a price acceptable to both parties;
- (iv) clause 6.7(n) except that answers to questions can be posted directly by the seller;
- (v) clause 6.7(o)
- (vi) clause 6.7(p), except that no consultation with an Allied Farmers agent is required to shorten a tender period in the circumstances set out;
- (vii) clause 6.7(q) except that there reference to an hour is amended to fifteen minutes;
- (viii) clause 6.7(s);
- (ix) clause 6.7(t).

7. Bidder Obligations and General Terms of Use:

7.1 Bidders must pre-register as a member prior to placing bids on MyLiveStock.

7.2 Only New Zealand residents may bid for livestock or other farming products under the tender process or fixed price listings. Bidders outside of New Zealand may be considered on a case by case basis.

7.3 You must only place a bid if you intend to buy livestock or other farming products at the bid price entered.

7.4 Bidder obligations for livestock or other farming product tenders through a MyLiveStock Agent:

- (a) Any tender or bid placed on MyLiveStock is irrevocable from the time of placement until the date 10 days after the tender close date. The seller may accept your bid (even if it is not the highest) at any time between the tender close date and the date 10 days after that date. You cannot revoke or retract your tender bid other than by submitting a higher tender bid, at which time your lower bid will be revoked. The seller does not undertake to accept any tender bid. The seller may decide not to accept any tender bid (even the highest). However, if the seller accepts your tender bid, then you are legally bound to complete the sale transaction.
- (b) The bidder agrees and acknowledges that; i) each and any tender bid, ii) any purchase of livestock or other farming products, and iii) all matters relating to the successful bidders legal obligations and rights on completion of a given livestock tender in respect of which the relevant seller accepts the bidder's tender bid, will be pursuant to the terms contained in the relevant sale conditions selected by the seller (see 6.7 above). In the case of livestock, the contract will be recorded in the form of the Forward Sale Contract or Paddock Sale Docket (as applicable) and in the case of other farming products, as set out or referred to in the seller's listing.
- (c) Each tender bid for livestock made by a bidder is deemed to be a bid made on the terms and conditions contained in the Forward Sale Contract (when the sale conditions are from the Forward Sale Contract) or the Paddock Sale Docket (when the sale conditions are from the Paddock Sale Docket). Each tender bid for other farming products made by a bidder is deemed to be a bid made on the terms and conditions set out or referred to in

- the seller's listing. The bidder must settle the sale and purchase transaction on the settlement date indicated in the details of the relevant listing (or as otherwise agreed).
- (d) If you are notified that your bid has been successful, you must complete the transaction in the manner specified. By making a bid (or signing an agency appointment), you warrant and represent that you are able to enter into and complete the relevant transaction.
 - (d) If you are the successful bidder for livestock, an Allied Farmer's livestock agent will contact you to complete the Forward Sale Contract or Paddock Sale Docket (as applicable).
 - (e) In respect of livestock or farming product bids, your personal details will only be made known to the seller and the livestock agent responsible for the livestock tendered, if you are the then successful bidder (taking into account any higher tender bids that any have been rejected by the seller), whether or not the reserve price has been met.
 - (f) You are deemed to be the highest bidder if:
 - i) You have placed the highest bid at the point the tender has closed;
 - ii) The highest or subsequent offer has been rejected by the seller (which must be made in writing to an Allied Farmers agent), or the bidder is unable to settle and you are the next highest bidder.
 - (g) If your bid is accepted by the seller and you are unable to complete the transaction for whatever reason, then you may be liable to the seller for any losses or damages incurred by the seller as a result, including any losses incurred by the seller on any resale. Also, MyLiveStock may suspend or terminate your membership.
 - (h) Should you indicate verbally or in writing that you are unable to complete the transaction, the seller having accepted your offer, then the livestock or other farming products will immediately be offered to the next highest bidder at Allied Farmers' discretion. Under such circumstances you will have no recourse on Allied Farmers or the seller, the seller having the right to accept or decline any bid whether it is the highest or not.
 - (i) You may at your discretion, elect to place an "autobid". An autobid is entered by you the bidder up to a pre specified amount. Bids will be placed on your behalf at the minimum bid level, (in respect of livestock, usually \$25.00 excl GST per head of livestock) until your specified autobid limit is reached. Should the tender close at a point prior to reaching this limit, then you will be automatically deemed to be the "highest bidder" at the price that the tender closed.
 - (j) Your autobid is confidential to you the bidder and is never made available to the seller or your Allied Farmers agent. However, in the case of livestock tenders, the autobid information concerning an agency bidder may be disclosed to the agency bidder's livestock agent.
 - (k) MyLiveStock will send notifications by email and text to you periodically pertaining to the tender process, subject to your 'MyProfile' settings. MyLiveStock in no way warrants the receipt of these notifications and reserves the right to change the content and the information contained in each message at its discretion.

7.5 Bidder obligations for member direct listings for fixed price sale of other farming products

- (a) MyLiveStock will send you an email notification if your bid has been successful. If you are so notified, you must complete the transaction in the manner specified.
- (b) You must make full and prompt payment in accordance with the terms of sale set out or referred to in the relevant listing for any item you buy.
- (c) You agree to your email or other address being supplied to the seller when you purchase farm products at a fixed price or if you agree to be contacted in response to a question you ask.
- (d) If your bid is successful and you do not pay for the relevant goods or services, you will receive a warning from MyLiveStock if the seller complains about you, and you will be in breach of these terms and conditions, giving us the right to terminate your membership.

8. General Conditions:

8.1. Your use of the site is at your sole risk. The service is provided on an "as is" and "as available" basis.

8.2. MyLiveStock may, but has no obligation to, remove content that we determine in our sole discretion is inappropriate. This includes, but is not limited to, content that is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or the terms and conditions.

8.3. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any MyLiveStock representative, employee, member, or officer will result in immediate membership termination.

8.4. By agreeing to the terms and conditions, you acknowledge that the technical processing and transmission of the service, including any content associated with the site, may be transferred unencrypted and involve:

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

8.5 You must not upload, post, host, or transmit unsolicited email, SMS, or "spam" messages.

8.6 You must not transmit any worms or viruses or any code of a destructive nature.

8.7. You expressly understand and agree that MyLiveStock shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if MyLiveStock has been advised of the possibility of such damages), resulting from:

- (a) the use or the inability to use the service;
- (b) the cost of procurement of substitute livestock or services resulting from any transactions, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- (c) unauthorized access to or alteration of the services transmissions or data;
- (d) statements made by or conduct of any third party on the service;

(e) or any other matter relating to the service, except to the extent to which it is unlawful to exclude such liability.

8.8 If any exclusion or provision contained in these terms and conditions shall be held to be invalid for any reason and MyLiveStock becomes liable for loss or damage that it would otherwise have been lawful to limit, such liability shall be limited to the lesser of (i) \$5,000 and (ii) the fees which Allied Farmers charged or would have charged for the relevant livestock sale transaction, in respect of which the liability arises.

8.9 By agreeing to the terms and conditions, you release and discharge MyLiveStock from any and all claims and demands arising out of, or in connection with the design or maintenance of the service.

8.10 Each member confirms that it is using the site and attempting to buy or sell livestock or other farming products (as appropriate) for the purposes of a business. As a result, nothing in the Consumer Guarantees Act 1993 will apply to your use of the site.

8.11 The failure of MyLiveStock to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision. Nor will it affect in any way the validity of the whole or any part of these terms and conditions, nor prejudice MyLiveStock's rights to take subsequent action.

8.12 In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

8.13 Any express statement of a right of MyLiveStock made in these terms and conditions is without prejudice to any other right of MyLiveStock expressly stated in these terms and conditions or arising at law.

8.14 These terms and conditions together with the Authority to Sell (for livestock sellers by tender) and the agency appointment (for agency bidders) (and where applicable the 'General Conditions of Sale') constitutes the entire agreement between you the member and MyLiveStock and governs your use of the service, superseding any prior agreements between you and MyLiveStock (including, but not limited to, any prior versions of the terms and conditions). MyLiveStock is not a party to any sale or transaction made directly between you and any other member under a fixed price listing and you agree not to involve MyLiveStock in any dispute or its resolution.

9. Force Majeure

9.1 Neither we nor you are in breach of the terms and conditions if the breach is caused by an act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature or any other cause beyond the control of either party.

9.2 If either party is unable to perform its duties and obligations under the terms and conditions as a direct result of any such cause that party must (if reasonably possible) give immediate notice to the other of such inability stating the cause.

9.3 Immediately upon the cause ceasing to exist the party relying upon it must give written advice to the other of this fact.

10. Dispute Resolution

10.1. All disputes which may arise between us and you in relation to the terms and conditions or the rights or liabilities of either party shall be determined as follows: the party who claims that a dispute has arisen must give written notice to the other party specifying the nature of the dispute. On receipt of such notice, the parties must co-operate and use reasonable endeavours to resolve the dispute quickly. If they do not resolve the dispute within 7 days of receipt of the notice, then they will refer the dispute to mediation. The mediation will in all respects be conducted in terms of the LEADR New Zealand Inc Standard Mediation Agreement. If no agreement can be reached on the identity of the mediator and his fee, those matters will be determined by the Chair of LEADR New Zealand Inc. Nothing in this clause prevents a party seeking urgent injunctive relief from the Courts.