

Unimarket Buyer Community Master Subscription Agreement

Collaborative Procurement System

Introduction

Welcome to Unimarket™. This is a legal agreement between you and Unimarket Holdings Ltd and its' subsidiaries (Unimarket) describing the terms and conditions for using the Unimarket™ Collaborative Procurement system (Unimarket™). The scope of this document includes all purchasing transactional use of the site.

By registering as a user of Unimarket™ and by using the services available from the domain and sub-domains of <http://www.unimarket.com> (the "Site") you agree to follow and be bound by the following terms and conditions. You are permitted to use Unimarket™ as set forth below only upon the condition that you accept all the terms and conditions contained in this Agreement. Please read this agreement carefully before continuing with registration.

By accepting this Agreement, you also agree that your use of other Unimarket™ branded web sites will be governed by the Buyer Community and Privacy Policy posted on those web sites. The terms of this Agreement are effective from October 1, 2008.

By using and/or accessing Unimarket™ in any capacity you hereby accept the terms and conditions of this agreement in its entirety.

Privacy Policy

Please note: The Unimarket Privacy Policy is described in a separate document. Please review the Unimarket Privacy Policy, which also governs your use of Unimarket™, to understand our practices.

Patents

One or more patents owned by Unimarket apply to the Unimarket™ Site and to the features and services accessible to you via the Site.

Communications

By accepting these terms and conditions you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications provided to you electronically satisfy any legal requirement that the communication be in writing.

Password and Account Protection

- You agree and understand that you are responsible for maintaining the confidentiality of your Unimarket password that you use to access the Unimarket™ Site.
- Accordingly, you agree that you will be solely responsible for all activities on the Unimarket™ Site that occur under your account.

Unimarket Code of Conduct

Unimarket provides a marketplace to facilitate the selling and buying process for its members.

Unimarket does not participate in the sale of items other than by providing the medium (web site) and you agree not to involve, or attempt to involve, Unimarket in any dispute or in the resolution of disputes that arise between you and another user of Unimarket™ as a result of the services provided. Further, you agree to indemnify and hold Unimarket (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from

any claim or demand, including reasonable attorneys' fees, arising out of disputes between you and another user of Unimarket™ as a result of the services provided.

Ground Rules

While using the Site, you will not:

- Use the Site if you are not able to form legally binding contracts or are suspended from our Site.
- Circumvent or manipulate our fee structure, the billing process, or fees owed to Unimarket.
- Post false, inaccurate, misleading, defamatory, libelous content (including personal information), or any content which would otherwise be deemed illegal under the laws of New Zealand, Australia and the United States of America or any jurisdiction where the content can be viewed or accessed.
- Take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the Site or for using it for purposes unrelated to Unimarket).
- Transfer your Unimarket™ account (including feedback) and User ID to another party without our consent.
- Distribute or post spam, chain letters, or pyramid schemes.
- Distribute viruses or any other technologies that may harm Unimarket™, or the interests or property of Unimarket™ users.
- Copy, modify, or distribute content, copyrights and/or trademarks from the Site which belong to Unimarket, its subsidiaries, affiliates, successors, assigns or members.
- Harvest or otherwise collect information about users, including email addresses, without their consent.

Buyer Community Obligations

- You must deliver payment for items purchased by you, unless the seller has materially changed the item's description after you order, a clear typographical error is made, or you cannot authenticate the seller's identity.
- In the case of placing a credit card payment, you accept that Unimarket needs to obtain credit card details during the order process.
- In the case of a multiple price event:
 - and a credit card event, accept that Unimarket needs to obtain credit card details during the order irrespective of whether it is at the current or a future price. *This is because the event volume could drive the price into the future price break and we need this information to process the credit card at the close of the event.*
 - if an event ends and your order was at a future price at this time, accept that you were not successful in buying from the respective event.
 - accept that when an order is at the current price your bid can not be withdrawn; whether initially placed at this price or placed at future price that becomes the current price from bidding.

Misuse of Unimarket

Any problems, offensive content, and policy violations should be reported immediately to the Unimarket support team via support@unimarket.com.

Without limiting other remedies, we may

- Limit, suspend, or terminate our service and user accounts or prohibit access to our website.
- Remove hosted content
- Take technical and legal steps to prohibit users if they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies.
- We also reserve the right to cancel unconfirmed accounts.

Fees and Services

Buyer Communities pay a Setup and Hosting fee to Unimarket based on a number of factors. Please contact Unimarket for more information regarding your organization's fees to Unimarket.

Credit Cards

- When the seller allows buyers to pay on credit cards they will be required to use their own merchant ID.
- Credit Card payments can be conducted 'manually' or through a third party clearing service.
- While Unimarket may facilitate payment for some items by credit card, Unimarket is not involved in the transaction itself, and responsibility for any refund rests with the seller.

Liability

- Unimarket will not be held responsible for other users' actions or inactions, including things they post.
- Where applicable, you acknowledge that we are not a traditional auctioneer, and are therefore not governed by the Auctioneers Act, 1928. Instead, the Site is a venue to allow anyone to offer, sell, and buy just about anything, at anytime, from anywhere, in a variety of pricing formats and venues, such as stores, fixed price formats and auction-style formats.
- We are not involved in the transaction between buyers and sellers. We have no control over and do not guarantee the content, quality, safety, worthiness or legality of items advertised, the truth or accuracy of listings, that any item will meet your requirements or expectations, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction.
- Responsibility for the content of advertisements appearing on this Site (including hyperlinks to advertisers own websites) rests solely with the advertisers. The placement of such advertisements on the website does not constitute Unimarket's recommendation or endorsement of the advertised product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.
- We cannot guarantee continuous or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude and disclaim all implied warranties, terms and conditions including, but not limited to, any warranties or merchantability of fitness for a particular purpose.
- We are not liable for any loss of money, profits, business, data, anticipated savings, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our Site. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Regardless of the previous paragraph, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action giving rise to the liability, and (b) \$100.

Warranties

- Unimarket warrants that all software, programming and any other goods produced by Unimarket under this Agreement are free from material defects in workmanship and quality.
- OTHER THAN THE FOREGOING WARRANTIES, UNIMARKET PROVIDES THE SERVICE "AS IS," AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING.

Indemnity

You will indemnify and hold Unimarket (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

Unimarket will indemnify and hold you (and your officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of our breach of this Agreement, or our violation of any law or the rights of a third party

Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Intellectual Property

All Intellectual Property owned or held by Unimarket and its licensors prior to the date of this Agreement including without limitation all Intellectual Property relating to Unimarket™ is the sole property of Unimarket and its licensors and nothing within this Agreement will give User any right, title or interest in such Intellectual Property.

Any Intellectual Property relating to modifications or additions of functionality to Unimarket™ will be owned by Unimarket and nothing within this Agreement nor request or payment for the modification or addition will give the User any right, title or interest in such Intellectual Property.

Access and Interference

- Unimarket (and its licensors and suppliers) own all proprietary and intellectual property rights in the Site and the software and other material underlying and forming part of the services and the website.
- Much of the information on and structure of, the Site is updated on a real-time basis and is proprietary or is licensed to Unimarket by our users or third parties.
- The Site contains robot exclusion headers. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure.
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from the Site without the prior expressed written permission of Unimarket and the appropriate third party, as applicable.
- interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site.
- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Resolution of Disputes

If a dispute arises between you and Unimarket, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Unimarket agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing.

Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by emailing support@unimarket.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

- Law and Forum for Disputes - This Agreement shall be governed in all respects by the laws of our respective operating companies.
 - For North America, Maryland law, will govern the construction and interpretation of this Agreement in all respects. Any action brought under this Agreement will be brought in the state or federal courts in and for the County of Anne Arundel. The parties hereto hereby waive any right to trial by jury in any claim, action, proceeding or counterclaim the other(s) pertaining to any matters arising out of or in any way connected with this Agreement.

- Arbitration Option (New Zealand / Australia) – For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- Arbitration Option (North America) – Any and all claims other than those seeking a temporary restraining order or preliminary injunctive relief shall be submitted to a panel of three arbitrators (one arbitrator if the amount in dispute is less than \$50,000) under the Commercial Rules for Arbitration of the American Arbitration Association then in effect (or the Expedited Rules if the amount in dispute is less than \$50,000). Each of the arbitrators shall be qualified and experienced in information technology systems and related agreements, with at least one arbitrator also being an attorney licensed in the State of Maryland. The arbitrator(s) must base their determination solely on the terms and conditions of this Agreement and the laws of the State of Maryland. The arbitrator(s) shall have the authority to award any remedies that a court may order or grant, except that they shall have no authority to award punitive or exemplary damages or any other damages excluded under the Agreement hereof, and may not in any event make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.
- Improperly Filed Claims - All claims you bring against Unimarket must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, Unimarket may recover attorneys' fees and costs up to \$1000, provided that Unimarket has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

Notices

- Except as explicitly stated otherwise, legal notices shall be served on Unimarket's national registered agent (in the case of Unimarket) or to the email address you provide to Unimarket during the registration process (in your case).
- Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

Partial Invalidity

If any provision of this Agreement becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.

General

- Headings in this agreement are for reference purposes only and do not limit the scope or extent of such section.
- Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.
- We may reasonably amend this Agreement at any time by posting the amended terms on the Site. At the time of the change, we will notify you via the Notices process included in this agreement. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted on the Site.
- This Agreement may not be significantly amended except in a writing signed by you and us.



- This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: Fees and Services (with respect to fees owed for our services), Release, Content License, Liability, Indemnity and Resolution of Disputes.
- User may not assign this Agreement or any part thereof without Unimarket’s written consent, which consent will not be unreasonably withheld or delayed. Consent withheld in case of an assignment to what the non-assigning party considers a competitor will not be deemed unreasonable. Notwithstanding the foregoing, either party may assign this agreement, in whole or in part, without the other party's consent, to a present or future Affiliate or successor. Any permitted assignment of this Agreement shall provide that the provisions of this Agreement shall continue in full force and effect and that the assigning party shall remain responsible for all obligations hereunder.

Should you have any questions concerning this Agreement, or if you wish to contact Unimarket for any reason, please email or write to us at:

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