



Terms & Conditions

Of

Use and Membership

For and in consideration of the premises and of the mutual representations, warranties, covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties do hereby agree as follows:

1. Parties. This Agreement (the "Agreement" or the "Terms of Use") is between and among Gov Property Auctions (GPA), an organization having its principal place of Business in Victoria, Australia, and you, the user of this website (the "User" or "you").

2. Use. By continuing to use this web site, you agree to be bound by the terms and conditions of the Agreement between you and GPA.

3. Eligibility. GovernmentPropertyAuctions.com.au (the "Site" or the "Business") is a website owned, and a business conducted, by GPA that allows the Site's members to view information and materials on government and other related auctions and auction sources, as well as other relevant information and materials, published by GPA. By registering for membership to the Site, or otherwise in any way using the Site, the User agrees to be bound by these Terms of Use. This Agreement sets out the legally binding terms for the User's use and membership, and failure to comply will result in immediate termination of User's membership privileges. From time to time, this Agreement may be modified by GPA without any notice. If the modifications are significant, GPA will likely attempt to notify the User at the email address the User provides upon registering or that GPA otherwise has on file, but neither GPA are under any obligation to do so. It is solely the User's responsibility to check these Terms of Use for any updates or modifications. Changes to these terms of use are effective upon notice to User by e-mail, posting at or via hyperlink to the Site, or by mail.

4. Membership. Access to government auctions and other listings requires a paid membership subscription. The current rates for Full Membership to the Site are \$29.95 for one time 1 Year of Access. Payment for the membership provided to you at and/or through this site may be made by automatic credit card, PayPal bank debit or credit or through any other facility available during the registration process, and you hereby authorize GPA and/or its authorized agent (the "Agent"), which is currently PayPal, Inc, to transact such payments on your behalf by charging your credit card (or other approved facility) for the subscription fees according to the billing terms for membership posted on these Terms of Use at the time of payment. Subscription fees are earned upon receipt and are non-refundable regardless of how long the User remains a member. The User agrees to be personally liable for all charges incurred by the User during or through the use of the Site. The User's liability for such charges shall continue after termination of the User's membership for any reason.

Unless the User has good reason to believe the credit card (or other approved facility) the User uses to purchase the User's membership is lost or stolen, the User promises and agrees not to report that credit card (or other approved facility) as lost or stolen; and not to dispute any authorized charge by the Agent or GPA.

Once a User registers with the Site and pays the current rate for membership, the User also becomes a Member of the Site (a "Member"), and, subject to the terms and conditions set

forth in this agreement, GPA agrees to provide the User with all the membership privileges of a subscription to the Site and its features available to a Member in good standing so long as the User remains such a Member.

5. Transferability; Assignability. A Member may not assign or transfer that Member's membership to the Site to any other person or entity. Nor may the Member provide any other person or entity access to the Member's membership subscription, either directly or indirectly. This includes, but is not limited to, providing the Member's username and/or password to other parties and making Member's user name and/or password available where others may access them. The Member must keep Member's password strictly confidential. Allowing others to gain unauthorized access to the Site is a breach of this Agreement and a violation of law.

The User may not transfer any rights or obligations the User may have under this Agreement without the prior written consent of GPA. GPA reserves the right to transfer this Agreement or any right or obligation under this Agreement without the User's consent. The User agrees that this Agreement and all incorporated agreements may be automatically assigned by GPA, in GPA's sole discretion, to a third party in the event of a merger or acquisition.

6. Term. This Agreement will remain in effect for as long as the User uses the site in any way and/or remains a Member of the Site. A User may terminate his or her membership at any time by notifying the Site at the following email address:

info@governmentpropertyauctions.com.au or using the Unsubscribe button hosted on the site. However, none of the money paid for the membership subscription will be refunded under any circumstances. The site may terminate User's membership at any time for any reason, upon written notice to the email address the User provided when registering or that GPA otherwise has on file. GPA is not responsible if the notification is not read, deleted or not received. It is the sole discretion of the User to ensure their email address for notifications is current at all times.

7. Unauthorized Access. The User promises and agrees not to access, view, download, receive or otherwise use, or cause or enable others to access, view, download, receive or otherwise use the materials or information provided by the member-only portions of the Site (collectively, the "Materials"), directly or indirectly, whereby GPA does not authorize such access, viewing, downloading, receipt or other use. The User acknowledges and agrees that GPA does not authorize any of the Materials to be accessed, viewed, downloaded, used by, transmitted, broadcast or otherwise disseminated to any person or entity located in any and all areas where such access, viewing downloading, use, transmission, broadcast or other dissemination is prohibited by law ("Prohibited Areas"). The User further acknowledges that GPA does not authorize the User to cause or enable others to access, view, download, receive or otherwise use the Materials, directly or indirectly.

8. Non-exclusive License. Subject to the terms and conditions set forth herein, GPA hereby grants the User a limited, non-exclusive and non-transferable license to use the Materials during the period in which the User is a current Member in good standing. User may use the Materials only in accordance with the terms and conditions of these Terms of Use, only on one computer at a time and, if GPA makes downloadable copies of the Materials available, the User may make only a single copy of such Materials for the User's personal use and enjoyment.

The User may not remove any propriety notices from Materials at any time. The User may make no use of Materials not expressly authorized herein or by prior express written authorization from GPA. Prohibited uses, include, without limitation: (1) permitting other individuals to directly or indirectly use the Materials; (2) modifying, translating, reverse engineering, decompiling, disassembling the Materials (except to the extent applicable laws specifically prohibit such restriction); (3) making copies or creating derivative works based on the Materials except as provided herein; (4) renting, leasing, or transferring any rights in the Materials; (5) removing any proprietary notices or labels on the Materials; and (6) making any

other use of the Materials not specifically authorized. This license does not grant the User any rights to any software enhancements or updates of any kind.

9. Intellectual, Property, and Other Rights. Except for public domain material or material otherwise licensed to GPA for electronic dissemination, all Materials and all content contained in, displayed at, or otherwise available through this site, are proprietary, and, except for initial downloading, may not be, without limitation, copied, modified, published, transmitted, distributed, redistributed, performed, displayed, sold, or downloaded, in whole or in part, without the prior written authorization from GPA. All editions of the Site, and all Materials and other matter and content used directly or indirectly in, at, by, through and/or with this site are protected by the copyright laws of Australia, international copyright treaties and other laws and regulations. All rights are reserved. All intellectual property and other rights in and to the Materials and other matter at this site shall at all times remain in GPA, its parent(s), subsidiary(ies), licensee(s) and assign(s). All intellectual property and other rights in and to any intellectual property content accessed through the Materials is the property of the applicable content owner, which may be GPA, its parent(s), subsidiary or subsidiaries, licensee(s) and assign(s), or others, and may be protected by applicable copyright and/or other laws. The limited and non-exclusive license granted to the User herein grants to the User no rights to use such content except as set forth herein. This license will immediately terminate automatically if the User fails to comply with the limitations described herein, breach any other provision of this Agreement, cease, for any reason, to be a Member in good standing, or are notified of its termination by GPA or its authorized agent(s). The User agrees that upon such termination, the User will immediately destroy all copies of the Materials in the User's and in the possession of anyone else who has gained unauthorized access to or possession of the Materials as a proximate fault of the User.

The User agrees that any and all unauthorized access, viewing, downloading, receipt, duplication or other use of any content or Materials in which the User is directly or indirectly involved, including, but not limited to 1) accessing, viewing, downloading, receiving or other use of the Materials in Prohibited Areas and 2) causing or enabling others to access, view, download, receive or otherwise use the Materials, directly or indirectly, shall constitute intentional infringement(s) of GPA's business, and potentially others' intellectual property rights (such as trademarks, copyrights, and trade secrets) and other rights in the information and Materials, including, but not limited to, GPA's right of privacy.

The User agrees to be personally liable and fully indemnify GPA and its agents for any and all damages directly, indirectly and/or consequentially resulting from the User's attempted or actual unauthorized downloading or other duplication of the Materials or any other content from the Site alone, or with or under the authority of, any other person(s), including, without limitation, any governmental agency(ies), wherein such damages include, without limitation, all direct and consequential damages directly or indirectly resulting from the unauthorized downloading of Materials and other content and information from this site including, but not limited to, damages resulting from loss of revenue, loss of property, fines, attorney's fees and costs, including, without limitation, damages resulting from prosecution and/or governmentally imposed seizure(s), forfeiture(s), and/or injunction(s).

10. Access and Interference. The Site may contain robot exclusion headers and the User agrees that the User will not, directly or indirectly, use any robot, spider, other automatic device, or manual process to monitor or copy the Site's web pages or the content contained in or on, and accessible through, the Site without GPA's prior expressed written permission. The User agrees that the User will not use any device, software or routine to bypass any of the Site's existing robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site. The User agrees that the User will not take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure. Much of the information on the Site is proprietary or is licensed to GPA by the Site's other users or third parties. The User agrees that the User will not publicly display or frame any content from the Site and/or provide electronic links to any Materials, without the prior expressed written permission of GPA. If the User uses, or attempts to use the Site for purposes other than those specifically authorised herein, these purposes not

authorised including, but not limited to, tampering, hacking, modifying or otherwise corrupting the security or functionality of Site, the User's membership, if one exists, will be terminated and the User will be subject to damages and other penalties, including criminal prosecution where available.

11. No Competition. The User promises and agrees that, once the User either becomes a Member, or in any way gains access to the Materials, whether this access is authorized or unauthorized, User will not compete commercially in any way and will not in any way facilitate any other party's or entity's commercial competition with GPA in the Business for a period of three (3) years from, the later of, either the date of termination of the User's membership to the Site, or the User's access to any of the Materials, whereby the User specifically, but without limitation, promises and agrees not to:

(i) Call upon, solicit, divert, take away or attempt to call upon, solicit, divert or take away any past, existing or potential customers, suppliers, businesses, or accounts of (a) GPA in connection with any business substantially similar to the Business in the Territory, which the User acknowledges is worldwide;

(ii) Hire, attempt to hire, contact or solicit with respect to hiring for the User or on behalf of any other person any present or future employee of GPA in the Business;

(iii) Engage in, or give any advice to any person, firm, partnership, association, venture, corporation or other entity engaged in, a business substantially similar to the Business in the country;

(iv) Lend credit, money or reputation for the purpose of establishing or operating a business substantially similar to the Business in the country;

(v) Do any act that the User knew or reasonably should have known might injure GPA; and

(vi) Without limiting the generality of the foregoing provisions, conduct a business substantially similar to the Business, whether or not under the name "GovernmentPropertyAuctions.com.au" or any other trade names, trademarks or service marks used by GPA in the country.

The covenants in subsections (i) through (vi) above are intended to restrict the User from competing in any manner with GPA or the Business in the activities that have heretofore been carried on by GPA. The obligations set forth in subsections (i) through (vi) above shall apply to actions by the User through any form of ownership, and whether as principal, officer, director, agent, employee, employer, consultant, shareholder or holder of any equity security (beneficially or as trustee of any trust), lender, partner, joint venturer or in any other individual or representative or affiliated capacity whatsoever. However, none of the foregoing shall prevent User from being the holder of up to 5.0% in the aggregate of any class of securities of any corporation engaged in, directly or indirectly, the activities described in subsections (i) through (vi) above, provided that such securities are listed on a national securities exchange or reported on the ASX.

12. Enforcement of Covenants of No Competition. User acknowledges that a violation or attempted violation of any of the covenants and agreements in Section 11 above will cause such damage to GPA as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law, and accordingly, the User agrees that GPA shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of such covenants and agreements by the User, or the affiliates, partners or agents of such User, as well as recover from the User any and all costs and expenses sustained or incurred by GPA in obtaining such an injunction, including, without limitation, reasonable legal fees. User agrees that no bond or other security shall be required in connection with such injunction. User further agrees that the periods of restriction set forth in Section 11 above shall be tolled during any period of

violation thereof by the User. Any exercise by GPA of its respective rights pursuant to this Section 12 shall be cumulative and in addition to any other remedies to which GPA may be entitled.

13. Specific Validity of Provisions in Sections 11 and 12. To the maximum extent permitted by applicable law, if it should ever be held that any provision contained in Sections 11 or 12 does not contain reasonable limitations as to time, geographical area or scope of activity to be restrained, then the court or other tribunal so holding shall, at the request of GPA, reform such provisions to the extent necessary to cause them to contain reasonable limitations as to time, geographical area and scope of activity to be restrained and to give the maximum permissible effect to the intentions of the parties as set forth herein; and the court or other tribunal shall enforce such provisions as so reformed.

14. User Posted Content. The Site may from time to time include features that allow Users to post content. By posting content ("User Content"), defined as messages, testimonials, profiles, photos, or chat, the User automatically grant to GPA and to the Site's other Users an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content subject to GPA's privacy policy. This license extends to GPA; to any divisions and subsidiaries of GPA, whether based on the Internet or otherwise, including, but not limited to, the Site; and to GPA's affiliates, officers, agents and other partners and employees. The posting of a 3rd party's copyrighted material on the Site by a user is strictly prohibited. GPA, at its sole discretion may delete any User Content that violates these terms of use or is in any other way offensive, illegal, or that might violate the rights, harm or threaten the safety of other Site users.

User Content that includes nudity or profanity is prohibited. Commercial ads, including any outside links, are not permitted within any User Content. The Users are prohibited from listing their personal contact information such as phone number or email address except as provided for in the User registration. Any User who use profanity in any public chat rooms on the Site or in any way harasses other users will be banned from the Site.

15. User Disputes. You are solely responsible for all interaction between yourself and other Users. The Site reserves the right to intervene at its own discretion. Do not use this Site to threaten the safety of others. All such incidences will be reported to the appropriate law enforcement authorities.

16. Privacy Policy. You agree that by registering for this website, GPA and the Site have the right to contact you via email for all matters concerning your membership in the Site. You further agree that GPA has your permission to contact you via email about any offers or content that GPA publishes. Any correspondence from GPA may contain opt-out links which allow the User to opt out from a specific list. However, this is not guaranteed.

17. No Express or Implied Warranties. Except in jurisdictions where such provisions are restricted, the user agrees that the materials and all other services provided to you by GPA are provided on an "as is, as available" basis, without warranties of any kind, including without limitation 1)any warranties as to the availability, accuracy, or content of materials, information, products, or services; 2)any warranties of merchantability or fitness for a particular purpose and non-infringement. GPA makes no guarantee whatsoever about any specific results from the use of this site, or the materials and any other content contained therein or pertaining thereto. GPA makes no guarantee whatsoever or anywhere else on the site. GPA is not responsible for incorrect or inaccurate content posted on the site. GPA assumes no responsibility for technical difficulties, including computer malfunctions, disconnects and server failure, and overload. GPA guarantees no uptime of the site. Under no circumstances will either the site or GPA be responsible for any loss or damage resulting from any user's or anyone's use of the site or the services offered on the site and/or any content posted on the site or transmitted to users. The entire risk as to the quality and performance of the materials on the site and other content or services contained therein or pertaining in anywaythereto is borne by the user. Should the materials or any other service provided by the company prove defective and/or cause any damage to the user's computer or inconvenience to you, you and not GPA, assume the entire cost and all damages which may result from any and all such

defects. This disclaimer of warranty constitutes an essential part of the agreement. Under no circumstances and under no cause of action or legal theory, shall company, its suppliers, licensees, resellers or other subscribers, or their suppliers, licensees, resellers or subscribers be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including without limitation, damages for loss goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages resulting from any use of materials or other use of the site.

18. Force Majeure. In no instance shall GPA be liable in damages or otherwise for any delay or default in performing its obligations hereunder if such delay or default is caused by matters beyond the reasonable control of GPA, such as, but not limited to, power failures, server failures, wars or insurrections, acts of God, acts of government, strikes, fires, floods, earthquakes, work stoppages, embargoes, or the failure of third parties, including, without limitation, suppliers and subcontractors, to perform their obligations to GPA, and/or inability to obtain material.

19. Goods and Services offered by Third Parties. GPA does not screen or endorse advertisements or communications submitted to, posted on, or otherwise made available through, the Site, directly or indirectly, by third-party licensees, advertisers, or users. Neither GPA nor its agents assume any responsibility or liability for any third party advertisers or any other third party offer. The User agrees to indemnify and hold GPA, its parents, subsidiaries, affiliates, officers, agents and all other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, for any dispute due to or arising out of any User's or anyone else's use of a third party offer or advertisement or promotion.

The User is therefore advised to use the User's own judgment to evaluate all advertisements and other third party communications available at or through the use of the Site prior to purchasing goods and/or services described at the Site or other websites or otherwise responding to any communication at the Site or other websites.

20. Limitation of Liability. To the maximum extent permitted by law, in no event will GPA or its agents be liable to Users or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, lost profit, arising from User's use of the Site or any service made available by the Site or contained therein. GPA's liability to any User for any cause whatsoever will be limited to any membership fee that was paid by that User. GPA and the Site shall in no way ever be liable to any third party.

All auction or foreclosure data provided is for informational purposes only. Reliance upon the information is solely at the risk of the recipient. The information is subject to errors omissions and changes. All information herein should be verified with the lister and/or seller before financial commitments are made.

21. Governing Law. Subject only to the applicable federal law of Australia, this agreement shall be construed, enforced and governed by the internal law of the state of Victoria, Australia, as such laws are applied to agreements entered into and to be performed entirely within Victoria by Victorian residents and not the laws of Victoria that pertain to choice or conflict laws. The application of any international law, including without limitation, the United Nations Convention of Contracts for the international sale of goods, is expressly excluded.

22. Disputes. The user agrees that all disputes arising out of or in connection with this agreement shall be finally settled under the rules of the Australian arbitration association by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be in Victoria, Australia. The user hereby renounces and right of recourse that the user may have before the court of any jurisdiction, (including, without limitation, all rights to judicial review of the arbitrators decision and any award contained therein) except to obtain preliminary or injunctive relief or enforce an award of the arbitrator, in which case, and only in which case, the federal or state courts located in the state of Victoria shall have jurisdiction to hear any dispute under this agreement. The parties hereby waive all rights to judicial review

of the arbitrator's decision and any award contained therein. If any award rendered by an arbitrator in accordance with this arbitration clause would not be capable of being executed in the jurisdiction of a party against whom a claim for payment is made or where that a party resides or carries on business, neither the award nor said arbitration clause shall bar a party hereto from taking action before the courts that have jurisdiction over such other party.

23. Indemnity. User agrees to be personally liable and to fully indemnify and hold the Site and GPA, their subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of User's use of the Site in violation of this Agreement and/or arising from a breach of these Terms of Use and/or any breach of the User's representations and warranties set forth herein.

24. Waiver. The waiver by GPA of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party nor shall such waiver constitute a continuing waiver.

25. Validity. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the court or other tribunal so holding shall, at the request of GPA, reform such provision to the extent necessary to cause it to become legal, valid and enforceable to give the maximum permissible effect to the intentions of the parties as set forth herein; and the court or other tribunal shall enforce such provisions as so reformed.

26. Electronic Communications. The User agrees that this Agreement constitutes "a writing signed by the User" under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding the User's membership account and/or the User's use of the Site, may be provided to the User electronically and the User agrees to receive all Communications from GPA in electronic form. Electronic Communications may be posted on the pages within the Site and/or delivered to the e-mail address that the User provides upon registering to become a Member, or that GPA otherwise has on file. The user may print a copy of any Communication and retain it for the User's records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received upon posting or dissemination, whether or not the User have received or retrieved the Communication. GPA reserves the right but assumes no obligation to provide Communications in paper format.

27. Severability. Subject to Sections 11, 12, and 13, but notwithstanding anything else contained in any prior Sections of this Agreement, if any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or enforceable provision or by its severance here from, except that, the court or other tribunal so holding shall, at the request of GPA, reform such illegal, invalid or unenforceable provision to the extent necessary to cause it to become legal, valid and enforceable, and the other provisions of this Agreement will not be affected by any such reformation.

28. Miscellaneous. The User acknowledges that the User has had read the Entire Agreement and that the User has had opportunity to print or to otherwise retain a copy of the same for the User's records.

29. Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

30. Survival of Obligations. Except where otherwise explicitly stated, the provisions of this Agreement, including, without limitation, Sections 11, 12, and 13, shall survive the Agreement's termination.

31. Entire Agreement. This Agreement contains the entire agreement between the User and GPA regarding the User's use of this site, Materials and all other materials and content directly and indirectly related thereto. This Agreement supersedes all prior written and oral understandings, writings, and representations and may only be amended upon notice by GPA.