

# Policies and Terms & Conditions

## Terms and Conditions

### 1. TERMS AND CONDITIONS

Welcome to eZaango, Australia's own online trading community. These terms and conditions are intended to help keep eZaango a safe place to trade.

**A. Acceptance of terms and conditions:** The terms and conditions are the terms on which eZaango offers you access to the Services and the Website. By registering as a member of eZaango you accept these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Services

**B. Amendment of terms and conditions:** These terms and conditions may be amended in whole or in part by eZaango from time to time. Amendments will be effective immediately upon posting of the amended terms and conditions on this Website. You are responsible for ensuring 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.

**C. Terminology:** In these terms and conditions, the following expressions have the meanings set out:

- 'Item', 'items' means goods that may be sold by the vendor through the classified process;
- 'Member' means a registered member of eZaango;
- 'Member Service(s)' means a trade or business service that has been advertised by a eZaango member in the Services Category;
- 'Services' means any one or more of the services offered by eZaango from time to time, including message boards, sms alerts and any other service that eZaango may offer;
- 'Services Category' means the category on the eZaango homepage where members can list services;
- 'We', 'us' and 'our' are a reference to eZaango;
- 'You' and 'your' are a reference to you;
- 'Website' means any eZaango website through which the services are offered;
- 'Listing' means a listing on the Website through which you offer, categorize, sell or advertise any item or product
- 'Seller' includes any person placing a listing.

### 1. SPECIFIC WARNINGS

**A. The services:** eZaango provides a platform to introduce members who want to buy and sell items. All the payments from buyers are collected by the eZaango and passed on to the sellers at agreed time.

**At your own risk:** Transactions and all other contact between you and other members are conducted entirely at your own risk. You agree that eZaango takes no responsibility or liability for any misconduct of any of its members including, without limitation, members that have registered under false pretences or who attempt to

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defraud you. eZaango gives no undertakings, representations, or warranties in relation to items sold or listed on the Website, or Member Services advertised or offered through the Services Category including:

1. about ownership of any item;
2. as to the content, safety, description, worthiness, quality, or legality of the items or Member Services that are listed on the Website;
3. as to the accuracy or truth of listings;
4. that any item, or Member Service listed in the Services Category, will meet your requirements or expectations; or
5. about the ability of members to complete a transaction, including credit card transactions.

**C. Disclaimer:** You expressly understand and agree that:

1. Your use of the Services is at your sole risk. The Website and services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law and without limiting clause 2.2, eZaango disclaims and excludes all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement;
2. Where Member Services are offered in the Services Category, eZaango disclaims and excludes liability for any guarantees that a Member Service will be carried out with reasonable care and skill, fitness for a particular purpose, time of completion or price for the provision of a Member Service;
3. eZaango does not warrant that
  - the services provided will be uninterrupted, timely, secure, or error free, or
  - that any information (including feedback) provided on the Website is error-free or reliable;
4. No advice or information that is obtained by you from eZaango or anyone else shall create any warranty by eZaango that is not expressly stated in the terms and conditions;
5. Responsibility for the content of advertisements appearing on this Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements on the Website does not constitute eZaango recommendation or endorsement of the advertised product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.
6. While eZaango is facilitating the payment by credit card, eZaango is in no way involved in the transaction itself, and responsibility for any refund rests with the seller, unless you have taken the buyer protection.
7. While eZaango has systems in place to reduce the risk of credit card fraud, eZaango is not responsible for protecting members from credit card fraud. eZaango fraud protection systems may from time to time block legitimate credit card payments. In these cases payment will need to be made by other means.

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**D. Liability:** You agree that, to the maximum extent permitted by law, any and all liability and responsibility of eZaango 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), or otherwise. eZaango liability and responsibility is 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.

**E. Indemnity:** You agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these terms and conditions, your failure to complete a transaction, your sale or attempted sale of an item prohibited under clause 4.2 (e), or arising out of any content or item you submit, post, transmit, or make available through the Services.

**F. Breach:** Without limiting any other rights and remedies available to eZaango, eZaango may limit your activities on the Website, remove your 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 eZaango considers it appropriate.

**G. Additional rules:** In addition to the terms and conditions set out in this document, the [Banned](#) and [Restricted](#) Items list, [Listing Policies](#) and [Member Services Listing Policy](#) form part of these terms and conditions

## 1. BECOMING A MEMBER

- 1. Becoming a Member:** You may only register as a member if you are resident in Australia and can form a legally binding contract that is enforceable against you. For example, you must be 18 years old. By registering as a member, you warrant that you can form a legally binding contract.
- 2. Accurate Information:** You warrant that you have provided complete, accurate and current personal information when registering as a member. You must maintain and update your personal information held by eZaango to ensure it is kept current at all times. eZaango may phone or mail you to verify these details. You must not register as a member under multiple identities or persons (whether false or not). However, at eZaango's discretion, you may create a business membership in addition to your personal membership.
- 3. Termination of membership:** eZaango reserves the right to decline to register or to terminate your membership without entering into further discussions with you. Without limiting the foregoing,

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eZaango may terminate your membership if a serious complaint or multiple complaints are received about you 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. Security of your login information:** You are responsible for keeping your login information, including your email address and password, secret and secure. Without limiting the foregoing, you agree: to permit any other person to use your user name or membership; and

- b. not to disclose, or provide to any other person, your password, email address, date of birth or any other information in connection with your membership that may allow them to gain access to your membership.

- 1. Emails and newsletters:** eZaango will send you emails relating to your membership, transactions and other activities on the Website, and for promoting and marketing other eZaango products and services to you. eZaango may also send regular electronic newsletters to members. Newsletters will contain clear and obvious instructions for how you can unsubscribe from the mailing list.

## 1. GENERAL RULES

### 1. General

1. All listings or communications made through eZaango shall be made in good faith.
2. You must not damage, interfere with or harm the Website or Services, or any network, or system underlying or connected to them, or attempt to do so.
3. You may not use a robot, spider, scraper or other unauthorised automated means to access the Website or information featured on it for any purpose.
4. You shall not list your email address, phone number or any other contact detail within the description of listings, listing comments and/or questions, in your member profile, or in the eZaango message boards.
5. Notwithstanding 4.A(d) above, you may enter your appropriate contact details in the relevant contact detail fields of those listing categories which specifically provide for those details
6. You must price in Australian dollars and include GST in the price. All tax obligations are the responsibility of the seller and/or the buyer (as the parties determine).
7. You must not complete a transaction outside of the eZaango process. Attempts by you to avoid fees, including through multiple memberships may

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result in eZaango suspending or terminating your membership at the discretion of eZaango.

8. You must not use the Services or the Website to promote items for sale outside the Services.
9. You are responsible for any actions taken through your membership. eZaango memberships are not transferable.

## B. Your obligations as a seller

1. Sellers must be located in Australia. Sellers outside of Australia are not permitted to sell on eZaango. Sellers should not send items to an address that is outside Australia.
2. You will only enter listings that are accurate, current, complete, and include all relevant information about the terms of sale, payment terms, shipping methods and who bears the cost of shipment. You must list an item in one category only which must be the most appropriate category for your item.
3. You will only place listings for items that exist and are to be sold. You will not list items that you are not legally entitled to sell or that are not in your possession.
4. You must not list anything that is illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), stolen, or unsafe, anything which infringes copyright or other intellectual property rights, items which have been illegally imported or which would require illegal import or export in order to complete the transaction, or any item of which the sale is prohibited by, or violates any, law. You are responsible for ensuring that any listing by you does not breach this clause 4.2(e). You agree that eZaango may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) if we consider that you are in breach of this clause 4.2(e) at any time.
5. eZaango classifieds may be used by individuals or businesses to list specific items or jobs only and must not be used for multiple or generic item or job listings. You must not place multiple listings for a single item or job.
6. Your listing may only contain a URL for a website that contains further information on the item you have listed. This website must not offer any items for sale, or contain contact details. You must not use eZaango listings to promote a business or website other than one for sale in your listing.
7. You must not use the Services or the Website to sell items that are of a speculative nature including, but not limited to, pyramid, surf-for-free, or similar schemes.
8. You will only list adult rated content (videos, magazines, DVD's, etc) in the Adult category. Adult content listed in non-adult categories will be removed or moved to the Adult category.
9. Listings are not pre-screened for content. eZaango reserves the right to remove any listing that it deems unsuitable or in breach of the terms and conditions.

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10. You agree to your email address being supplied to the buyer when your auction closes.
11. You must promptly forward the listed item to the successful buyer on completion of the transaction.
12. You must not charge unreasonable amounts for shipping and packaging costs.
13. The sale of films, videos, DVDs, VCDs and laser disks is covered by the Films, Videos and Publications Classification Act 1993. It is an offence to sell any of these items if they have not been examined and classified by the appropriate agencies. The offence carries a maximum penalty of \$3,000 per publication. If any publication was sold and deemed to be objectionable and where the seller knew the publication was objectionable, the maximum penalty consists of 10 years imprisonment per publication. Therefore, when listing these items for sale, you must include within your listing, the Australia classification rating and all information on the classification label.

## C. Your obligations as a buyer

1. You must be located in Australia to buy on eZaango. People outside of these countries are not permitted to purchase items on eZaango.
2. You must only access the Adult category if you are at least 18 years old.
3. you agree to:
  - Attempt to resolve the issue with the Seller first, and to inform eZaango and co-operate fully and reasonably to resolve any problem transaction before requesting a chargeback from your card issuer or bank.
  - Return the goods (with original packaging) should you seek a refund from the Seller in the event that they are not as described or arrived damaged.

## D. Feedback

1. Feedback you provide on other members must not contain offensive, defamatory or inappropriate language. eZaango reserves the sole right to determine what is considered offensive, defamatory or inappropriate language.
2. You may only give member feedback that relates to a specific transaction. You must not post feedback on a transaction that does not relate to that specific transaction.
3. You must not post feedback about yourself or include any contact details or personal information in your feedback.
4. Feedback is provided for the sole purpose of facilitating trading between members on the eZaango Website. You must not market or export any feedback to any venue other than the eZaango Website. Linking to your eZaango feedback from other buying and selling websites will be considered a breach of our terms and conditions.

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## 1. FEES AND ACCOUNTS

### a. eZaango Listing Fees and Success Fees

1. eZaango charges fees for the use of the Website as a venue.
2. eZaango current fees are listed on our fees page in the help section.
3. Any non-commission listing fees are charged at the time of listing and are not refundable. eZaango may (at our sole discretion) refund a commission or success fee charged on completed sale if the sale is not successfully completed, provided that a member follows our defined refund process. eZaango will only issue refunds in the form of credit to the eZaango account of the member. Cash refunds will not be issued. Credits on accounts with eZaango are not transferable between members.
4. eZaango reserves the right to change the fees charged for any of our Services at any time. In the event that we introduce a new service, the fees for that service are effective at the launch of the service, unless otherwise stated.
5. If you are an Australian resident, then all fees are inclusive of GST and in Australian dollars unless otherwise stated. GST @10% is included in all the fees. Unless otherwise stated in these terms and conditions, no interest or other financial charges will be applied to eZaango account balances.
6. eZaango reserves the right to investigate queries regarding the refund of sale commission, Internet Service Providers, and any other relevant party.
7. Before listing an item, you should review eZaango fees to ensure you are aware of the fees that you will incur.

b. You must pay the fees immediately upon demand by eZaango

### eZaangoAccounts

1. eZaango maintains credit accounts for each member and from which members must pay fees including payment of advance listing options. eZaango accounts may not be used for the payment of items sold using the Services.
2. eZaango will maintain an amount that exceeds the aggregate face value of members' eZaango accounts (less any amounts that have been cancelled, redeemed, or forfeited in accordance with these terms and conditions) in a separate bank account. eZaango acknowledges and declares that all amounts deposited in that separate bank account are held on bare trust for members, such that each member has the right to a proportion of the separate bank account equal to the face value of his or her eZaango account. eZaango may deduct amounts from the separate bank account as contemplated by these terms and conditions, and reserves the right to retain any interest earned on amounts deposited in the separate bank account.
3. All the negative balance will be brought to \$10.00 from the sale proceeds and balance will be transferred to your account as agreed.

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4. You must settle any negative account balance immediately. eZaango reserves the right to take action against you to recover outstanding debts. You are liable for all expenses (including legal fees) that eZaango incurs when collecting that debt.
5. If your membership is terminated eZaango will refund the balance of your credit account, less a \$15 manual processing fee that is payable to eZaango. Consequently, no refund will be made if the account balance is below \$15. If your membership is removed due to breach of our terms and conditions it is at our discretion whether you are eligible for a refund. Promotional giveaways of eZaango credits, bonus credits, or any free credits gifted to the member on registration will not be refunded.
6. If you have not logged on to the Website for a period of 18 months, any unused balance on your account is forfeited to eZaango and your membership will be suspended.
7. eZaango will ensure that, at all reasonable times, an electronic statement is available to you (on your 'My Account' page) that contains the following information:
  - The balance of your eZaango account; and
  - Records of the past 3 months transactions of your eZaango account,
8. This statement: "The use of this account (including the conditions relating to closing the account and receiving a refund of unused deposits) is governed by eZaango terms and conditions."
9. eZaango will ensure that, at all reasonable times, you can check the balance of your eZaango account on the top right hand corner of your admin login page.

## 1. GENERAL PROVISIONS

1. **System Integrity:**eZaango will use its reasonable endeavours to ensure the availability of the Website and Services, subject to any downtime required for maintenance. However, eZaango takes no responsibility for any system unavailability, or for any loss that is incurred as a result of Website or Services being unavailable. Further, eZaango assumes no responsibility for the corruption of any data or information held by eZaango.
2. **Resolution of disputes:**As eZaango is not a party to any sale or transaction between you and another member, you agree not to involve, or attempt to involve, eZaango in any dispute or in the resolution of disputes that arise between you and another member as a result of the Services provided, other than as provided in clause 4.3 i (i).
3. **Force Majeure:**Without prejudice to clause 2.3(a), eZaango has no liability for any lack of performance, unavailability or failure of the Services or the website or for any failure of eZaango to comply with these terms and conditions where the same arises from any cause reasonably beyond the control of eZaango.
4. **No Waiver:**If we do not exercise or enforce any right available to us under these terms and conditions, it does not constitute a waiver of those rights.
5. **Partial Invalidity:**If any provision of these terms and conditions 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

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conditions, which shall continue in full force and effect.

6. **Governing Law:** These terms and conditions are governed by the laws of Australia. You submit to the non-exclusive jurisdiction of the Courts of Australia.
7. **Intellectual Property Rights:** eZaango (and its licensors or suppliers, as the case may be) owns all proprietary and intellectual property rights in the Website (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of the Services and the Website.
8. You may not without our prior written permission, in any form or by any means:
9. Adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
10. Commercialise, copy, or on-sell any information, or items obtained from any part of this Website.
11. **Entire agreement:** These terms and conditions supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these terms and conditions.
12. **Privacy:** eZaango collects personal information about you through your use of the Services and the Website, including:
  - Your registration details; and
  - Information relating to your use of the Website and the content you access.

You agree that eZaango may use this personal information to assist us to provide the Services to you, for internal research purposes, to verify your identity, to enforce or apply our terms and conditions, to protect the rights, property, or safety of eZaango, our users, or others, for promoting and marketing other eZaango products and Services to you, and for any other use that you authorise. You agree to your membership's trading history being published in your feedback.

We will not sell or allow third parties to access your personal information without your consent. We release account and other personal information only when we believe release is appropriate to comply with law; facilitate court proceedings; enforce or apply our terms and conditions; or protect the rights, property, or safety of eZaango, our users, or others. Government agencies with statutory roles enabling them to request information from us include but are not restricted to the Police, Inland Revenue Department and Ministry Of Economic Development. You may contact eZaango to ask whether information has been provided to government agencies.

If you intend to take Disputes Tribunal proceedings against another member and you require that member's contact details in order to take such proceedings, eZaango will release those details to you if you make a Statutory Declaration stating that you require that member's contact details for the sole purpose of taking Disputes Tribunal proceedings. You may obtain a Statutory Declaration for this purpose by contacting eZaango or the Disputes Tribunal.

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## **Want further assistance?**

Available 09:00 AM - 07:00 PM, Mon - Sat

We aim to respond within 1-2 days  
email us at: [manager@eZaango.com.au](mailto:manager@eZaango.com.au)

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