

1. Application

- 1.1. These Terms of Use apply to:
 - (a) this website; and
 - (b) any other website operated by Sell & Parker Pty Ltd (ACN 000 101 315), its associated entities, or its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) (**Sell & Parker Group** or **we/us/our**).
- 1.2. By accessing or using any website operated by the Sell & Parker Group (**Site**), you agree to be bound by these Terms of Use and all applicable laws.

2. Intellectual property

- 2.1. Unless otherwise stated, all content on the Site (including text, images, logos, graphics, designs and layout) is owned by or licensed to the Sell & Parker Group.
- 2.2. All intellectual property rights in the Site are reserved. Nothing in these Terms grants you any right, title or interest in any intellectual property of the Sell & Parker Group or any third party.
- 2.3. You must not reproduce, modify, copy, distribute, transmit, display or exploit any content from the Site without prior written consent, except as permitted under clause 2.4.
- 2.4. You may download and print a single copy of material from the Site for your personal, non-commercial use only, provided that:
 - (a) the material is not altered; and
 - (b) all copyright and proprietary notices are retained.
- 2.5. All trademarks appearing on the Site are the property of their respective owners.

3. Website use

- 3.1. You must use the Site in accordance with all applicable laws in the jurisdiction from which you access it.
- 3.2. You must not:
 - (a) use the Site in a manner that is unlawful or infringes the rights of any person;
 - (b) interfere with or disrupt the operation of the Site; or
 - (c) attempt to gain unauthorised access to any part of the Site or related systems.

4. Information and submissions

- 4.1. Except for personal information handled in accordance with our Privacy Policy, any information you submit through the Site is treated as non-confidential and non-proprietary.
- 4.2. You warrant that:
 - (a) you have the right to submit that information; and
 - (b) the information is not misleading, unlawful or infringing.
- 4.3. Due to the nature of the internet, you should not submit information that you consider confidential.

5. Third party services and cloud processing

- 5.1. The Sell & Parker Group may use third-party platforms and service providers (including cloud-based systems) in connection with the operation of the Site and related services.
- 5.2. Without limitation:
 - (a) certain data may be processed using Microsoft Azure or similar platforms; and
 - (b) data transmitted to such platforms is encrypted in transit and at rest.
- 5.3. The Sell & Parker Group relies on the contractual commitments of such providers regarding data handling and security.

6. Disclaimer

- 6.1. The Site and its content are provided on an “as is” basis.
- 6.2. To the maximum extent permitted by law, the Sell & Parker Group makes no representations or warranties (express or implied), including as to:

- (a) accuracy, completeness or currency of content;
- (b) fitness for a particular purpose;
- (c) merchantability; or
- (d) non-infringement.

6.3. Nothing in these Terms excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law or other applicable legislation that cannot be excluded.

7. Limitation of liability

7.1. To the maximum extent permitted by law, the Sell & Parker Group is not liable for any loss, damage, cost or expense (including indirect or consequential loss) arising out of or in connection with:

- (a) access to, or use of, the Site;
- (b) any inability to access or use the Site; or
- (c) reliance on any information on the Site.

7.2. Where liability cannot be excluded, it is limited to the re-supply of the relevant services or the cost of doing so, to the extent permitted by law.

8. Third-party websites

8.1. The Site may contain links to third-party websites.

8.2. Those websites are not controlled by the Sell & Parker Group, and we are not responsible for their content or privacy practices.

8.3. Access to third-party websites is at your own risk.

9. Australian Frontline Machinery Specific Terms

9.1. This section 9 applies in addition to the above terms where the Site is operated by Australian National Disposals No 2 Pty Ltd trading as Australian Frontline Machinery (AFM).

9.2. To the extent of any inconsistency, this section prevails in relation to AFM Sites.

9.3. AFM provides the Site for the promotion, marketing and referral of equipment and assets.

9.4. AFM is not an auctioneer and does not conduct auctions, accept bids, facilitate payment or sell goods through the Site.

9.5. All auctions, bidding processes, sales and transactions are conducted by third-party providers and are governed solely by the terms and conditions of those parties.

9.6. AFM is not a party to any transaction between a buyer, seller or auctioneer and accepts no responsibility or liability in connection with any such transaction.

9.7. Any content, listings, descriptions, images or specifications appearing on the Site are provided for general information only.

9.8. Such information may be provided by third parties and may not be verified by AFM.

9.9. AFM makes no representation or warranty as to the accuracy, completeness or reliability of any such information.

9.10. You must make your own enquires and rely on information provided by the relevant third-party auctioneer or seller.

9.11. Assets referred to on the Site are typically offered on an "as is" basis and are subject to the terms of the relevant third party.

9.12. Additional intellectual property provisions

9.13. Unless otherwise stated, the contents of the AFM Site, including the name and logo, text, images and their arrangement, must not be altered or copied for use in other sites or publications without prior written consent.

9.14. Nothing contained in the AFM Site will be construed as conferring, by implication or otherwise, any licence or right to any copyright, patent, trademark or other proprietary interest of AFM or any third party.

9.15. The content of the AFM Site, including graphic images, audio, video, HTML code, buttons and text, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without prior written consent, except for personal, non-commercial use in accordance with these Terms.

- 9.16. The AFM mobile message service (**Mobile Service**) is operated by AFM. Your use of the Mobile Service constitutes your agreement to the applicable mobile terms (**Mobile Terms**).
- 9.17. AFM may modify or cancel the Mobile Service or any of its features at any time. To the extent permitted by law, AFM may also modify the Mobile Terms, and your continued use of the Mobile Service following any such change constitutes acceptance of the updated Mobile Terms.
- 9.18. By consenting to the Mobile Service, you agree to receive recurring SMS or text messages from or on behalf of AFM to the mobile number you provide, including promotional messages (such as offers and marketing communications) and transactional messages (such as updates and account notifications), using automated systems where applicable.
- 9.19. You acknowledge that:
- (a) your consent to receive messages is not a condition of any purchase or service; and
 - (b) your participation in the Mobile Service is voluntary.
- 9.20. AFM does not charge for the Mobile Service, however you are responsible for all charges and fees imposed by your wireless provider, including message and data charges. Message frequency may vary.
- 9.21. You may opt out of the Mobile Service at any time by following the unsubscribe instructions provided in a message or by sending a STOP request as directed. You may receive a confirmation message following your opt-out request.
- 9.22. You must provide a valid mobile number for the Mobile Service and are responsible for updating your details if your number changes. AFM is not responsible for any failure to receive messages arising from incorrect or outdated contact details.
- 9.23. AFM may change any number or code used to operate the Mobile Service at any time. AFM is not responsible for messages sent to a number or code that has been changed where the change has been notified.
- 9.24. To the maximum extent permitted by law:
- (a) AFM is not liable for any delayed, failed or misdirected delivery of messages, or any errors in message content;
 - (b) wireless carriers are not liable for delayed or undelivered messages; and
 - (c) AFM is not liable for any loss or damage arising from reliance on any message or the Mobile Service.

10. Changes to these Terms

- 10.1. The Sell & Parker Group may amend these Terms at any time.
- 10.2. Updated Terms will be published on the relevant Site and take effect from the date of publication.

11. Governing law

- 11.1. These Terms are governed by the laws of New South Wales, Australia.
- 11.2. You submit to the non-exclusive jurisdiction of the courts of New South Wales.

12. General

- 12.1. If any provision of these Terms is invalid or unenforceable, it will be severed and the remaining provisions will continue in full force and effect.
- 12.2. These Terms operate in conjunction with the Sell & Parker Group Privacy Policy.