

TERMS & CONDITIONS OF USE – Rock ‘n’ Roll Central

These Terms & Conditions of Use apply to all users of the RNRC website. Your use of the Rock ‘n’ Roll website, including offering, swapping, selling and buying on this website is subject to the Rock ‘n’ Roll Central website Terms & Conditions of Use, our Privacy Policy and any policies, rules and guidelines referred to in these terms (collectively, the “Terms”).

1 About the RNRC website

(a) The RNRC website is an online advertising medium and marketplace that advertises items for sale via "Classified" advertising (where potential buyers can browse listings and then purchase items by contacting sellers and negotiating the sale privately).

(b) The terms set out in this section 2 apply generally to all users to the RNRC website (including registered users and browsers of the RNRC website). We recommend that you carefully read these terms before you use the RNRC website.

2 Copyright

Copyright in the content on the RNRC website and in the RNRC website itself (as a compilation of information) is owned by Rock ‘n’ Roll Central and the website developers.

3 Transactions between sellers, buyers & swappers

RNRC are not involved in the actual transactions between sellers, buyers and swappers. We provide a medium for sellers, buyers and swappers to connect for their mutual benefit. Submission rules and guidelines notwithstanding, we have no control over the content or accuracy of advertisements listed on this website. Therefore, to the extent permitted by law, we make no warranties or guarantees in relation to the suitability, quality, safety or legality of any items listed for swap or sale. We do not validate the accuracy or truth of any advertised listings. We make no warranties or guarantees in relation to the ability of sellers, buyers and swappers to complete their transactions.

4 Placing an ad

(a) If you place an advertisement (“**ad**”) on the RNRC website, to the extent that you are legally able to, you hereby assign to us all copyright in your ad and any content you provide to us (“**Your Content**”).

(b) You grant us a royalty free licence to use, reproduce, modify, adapt and sub-license your ad and Your Content for the purposes of providing your ad and Your Content on this website.

(c) You agree that we may transfer, assign, subcontract or novate any or all of our rights and/or obligations under this agreement, and any other agreement between you and us which includes or incorporates these Terms, at our absolute discretion and without prior notice to you, to any third party whom we reasonably consider will be able to carry out our obligations and deliver any services you are entitled to under this agreement.

(d) You give your irrevocable consent to RNRC in its absolute discretion to reproduce, publish, copy, adapt, perform, communicate, alter, show or exhibit in or to the public or in any other way change or otherwise use your advertisement and Your Content (or a substantial part or adaptation of it):

- (i) with or without attribution of authorship;
- (ii) with or without any other materials comprised in the Work;
- (iii) with or without any other text, data, title, sounds or images (whether animated or not);
- (iv) with no title, the same title, or any other title;
- (v) in any medium; and
- (vi) in any context,

in any way it sees fit.

5 Minimum age and legal rights to advertise, buy, sell, swap or post comments

(a) You must be at least 18 years of age to upload an advertisement, buy, sell or swap an item using the RNRC website or submit any questions, responses or comments (“Posts”) on the RNRC website.

(b) If you are a seller you must be legally able to sell the item you are advertising.

(c) If you are a purchaser, you must have the permission of the owner of the credit card or PayPal account.

6 Usage rules

- (a) You must comply with the Terms and Conditions of Use when accessing and using the RNRC website.
- (b) The RNRC website and the material contained on it are supplied solely for reference purposes.
- (c) You may download and print individual advertising listings from the RNRC website for your own private, non-commercial use. Apart from this, you must not use, reproduce, communicate, publish, or distribute any of the content on the RNRC website, unless this constitutes a fair dealing for the purposes of the Copyright Act 1968 (Cth). In particular, you must not reproduce or use any of the advertising listings on the RNRC website for commercial purposes or for commercial gain.
- (e) In using the RNRC website, you agree that you will not use the website for any purpose (including if you are a seller, placing an advertisement) that is unlawful or prohibited by the Terms.
- (f) You must **not**:

- (i) data mine or conduct automated searches on the RNRC website or the content on the RNRC website, whether through the use of additional software or otherwise;
- (ii) incorporate any of the content on the RNRC website with any other material, including advertising or promotional material;
- (iii) create HT RNRC links from the RNRC website to any other website on the Internet without express written permission;
- (iv) use the RNRC website or any facilities available on the RNRC website (including discussion forums) for any activities including placing an advertisement, or transmit to or via the RNRC website any information or material (including Posts), which:
 - (A) breaches any laws or regulations;
 - (B) breaches the Terms;
 - (C) infringes a third party's rights (including intellectual property rights and rights of privacy) or misuses another person's confidential information;
 - (D) is inappropriate, offensive, obscene, threatening, indecent, menacing, inflammatory, pornographic, defamatory, discriminatory, harasses any person or otherwise inhibits others from using or enjoying any of our websites (including discussion forums);
 - (E) breaches the Member Communications Policy;
 - (F) is false or misleading;
 - (G) is an unsolicited commercial electronic message;
 - (H) impersonates another person (for example, by pretending to be someone else when you submit a Post or register as a member) or uses another user's "RNRC Trade" account without permission; or
 - (I) identifies a person or which can be used to identify a person (including any copy, photos or other pictorial representations) unless you have obtained that person's authority;
- (v) make unauthorised modifications to the content on the RNRC website;
- (vi) knowingly transmit any virus, worm, Trojan horse or other disabling feature to or via the RNRC website; or
- (vii) attempt to do, or permit another person to do, any of the above acts.

- (g) You may only buy or sell using the RNRC Website if you reside in Australia.
- (h) It is your responsibility to notify us upon the sale of the item in your advertisement to ensure that the advertisement is removed from the RNRC website.

7 Our right to alter or withdraw your material

We may withdraw or alter any material you provide us (including any advertisement or posts you submit if:

- (a) we reasonably consider it is inappropriate, offensive, misleading or deceptive, defamatory, incorrect or in any other way in breach of the Terms (including any rules, guidelines or policies), any law or third party rights; or
- (b) we are instructed to do so by any third party; or
- (c) otherwise in accordance with our Intellectual Property Protection Policy, as amended from time to time.

We also reserve the right to select, edit, condense, determine the duration of, change the nominated "category" of, withdraw or refuse your advertisement at any time where it violates the Terms and Conditions of this website.

We will try to tell you if we withdraw or alter any material you provide us. If we withdraw or change your advertisement other than as a result of a breach of our Terms and Conditions, and the cost of your advertisement will reduce as a result, we will refund you the difference.

8 Communications to you

(a) Any communications or notices we send you in relation to your transactions or use of the RNRC website are not intended to endorse or guarantee your transactions. We do not endorse or approve any information provided to you by other users of the RNRC website and it is your responsibility to exercise caution and practise safe trading when transacting on the RNRC website.

(b) You may receive service related emails from us and such messages will not include a functional unsubscribe facility.

9 Manipulation and improper use

You must not manipulate, or interfere with, any item or the price of any item advertised on the RNRC website.

10 Fees

(a) There are no fees associated with the 'Buy, Sell or Trade' section of the RNRC website. All advertisements in this section are listed free of charge. RNRC reserves the right to apply fees in the future without consultation with any advertiser. RNRC reserves the right to apply fees to services such as are agreed with any advertiser for advertising that may be provided in other areas of the RNRC website.

11 No Warranty

(a) We provide our services with reasonable care and skill and endeavour to ensure availability of our services and access to the RNRC website. However, availability of our services and access to the RNRC website may be interfered with by numerous factors, including those outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that our services and/or your access to the RNRC website will be continuous, uninterrupted, timely, fault free, virus free or secure.

(b) We take all reasonable care in compiling our online advertising. However, the information on the RNRC website is provided 'as is' and we do not warrant or represent that it is complete, current or free from errors or omissions.

(c) We accept advertisements in good faith on the basis of warranties provided by each advertiser. We do not warrant or represent that the products or services advertised in ads on the RNRC website will be suitable for any particular purpose, or that an advertiser has any particular qualifications or is legally entitled to carry on a particular business. You must investigate for yourself the suitability, quality and condition of any goods or services advertised on the RNRC website. It is your responsibility to verify any information on the RNRC website, or provided to you by other users of the RNRC website before relying on it.

12 Our liability to you

(a) The terms that apply to our supply of the RNRC website are those that are set out in this document and those implied by consumer protection laws to the supply of this service that are unable to be excluded. No other terms apply.

(b) We accept our liability to you for breach of contract or negligence under the principles applied by the courts, but:

(i) we do not accept liability to you for losses that result from your use of our services in connection with the conduct of a business. However, we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to re-supplying, repairing or replacing the relevant goods or services (or payment of the cost of re-supply, repair or replacement) where it is fair and reasonable to do so;

(ii) we are not liable for any loss to the extent it is connected with any dispute between you and one or more other users of the RNRC website, including in relation to transactions entered into with other users of the RNRC website;

(iii) we are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract);

(iv) we are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss;

(v) we are not liable for any loss caused by us failing to comply with our obligations to you where that loss is caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission); and

(vi) we are not liable for any loss caused by the alteration, withdrawal or restoration of any material in accordance with our terms and policies.

(c) You release us from all claims, demands, damages, costs, penalties and liabilities whatsoever arising out of or in connection with a dispute between you and any other user of the RNRC website.

13 Your liability to us

(a) You are liable to us for breach of contract or negligence under the principles applied by the courts. However, you are not liable to us for any loss to the extent that it is caused by us (for example through our negligence or breach of contract).

(b) You agree to indemnify us and our officers, employees and agents, against all claims, demands, damages, costs, penalties and liabilities caused by your breach of the Terms.

14 Termination, suspension and limitation of your access - material breach by you

(a) We may bar, suspend, terminate or limit your access to the RNRC website at any time if you are in material breach of the Terms and Conditions and:

- (i) we have told you in writing of your breach and you have failed to remedy it within the specified time frame; or
- (ii) the breach is something which cannot be remedied (in which case we can bar, suspend, terminate or limit your access to the RNRC website immediately by telling you).

(b) If you are in material breach of our terms and conditions and we have barred, terminated, suspended, or limited your access, you must not circumvent this action by any means, including but not limited to placing a further ad under another account name or pseudonym. If we identify that this has taken place the ad will be immediately removed without further notice to you.

15 Our other rights to terminate, suspend or limit your access

We may suspend, terminate or limit your access to the RNRC website with as much warning as we reasonably can, if:

- (a) there is any non-payment of outstanding fees;
- (b) we reasonably believe that there is a real risk of loss or damage to us or a third party if we do not suspend, terminate or limit your access to the RNRC website (including credit risk resulting from you not paying any fees owed to us on time);
- (c) the law requires us to do so;
- (d) we believe on reasonable grounds that providing access to the RNRC website to you is illegal or may become illegal;
- (e) there is an emergency; or
- (f) we have received a serious complaint or multiple complaints regarding your activity and/or membership.

16 Linking to the RNRC website

You may link to the RNRC website from a third party website provided you comply with the following terms and conditions:

- (a) Rock 'n' Roll Central should be referred to using the website URL (www.rock-n-roll-central.com)
- (b) When creating a link from a third party website to the RNRC website, you must not:
 - (i) Link or refer to the website in a way that implies that Rock 'n' Roll Central sponsors, endorse or are associated with or related to your website or product, if this is not the case;
 - (ii) frame, mirror or distort a page of this website; or
 - (iii) alter or distort any registered or unregistered trademarks, logos or names owned or displayed by us.
- (c) The linked website, and any material on it, must conform to accepted standards of public decency and good taste. It must not expose us to any risk of liability under any criminal or civil law, or liability arising from the infringement of a third party's rights. Neither you nor the material on your website may disparage us or our goods or services.
- (d) Other than the ability to link to this website in accordance with these terms, you do not gain any right, title or interest in any registered or unregistered trademarks, logos, domain names, or any other material appearing on this website (including any copyright works) belonging to us, our suppliers or advertisers.
- (e) The contents of this website may change from time to time. We make no representations that the material to which you choose to link on this website will continue to be available, or will remain unchanged.
- (f) You must comply with any request by us to remove or alter a link to this website from your website.

17 Other websites

(a) The RNRC website may contain links to other websites which are not maintained or controlled by us or our related companies ("third party website"). Third party websites are not part of the RNRC website. These links are provided by us solely for your convenience.

(b) We make no representations or warranties whatsoever about any third party website. We do not endorse, and accept no responsibility for, the content or use of any third party website. If you link to any third party website, you leave the RNRC website and do so entirely at your own risk.

18 Access to RNRC website outside Australia

We do not represent or warrant that the content on the RNRC website complies with the laws of any country outside of Australia. If you access the RNRC website from outside Australia, you do so at your own risk.

19 No offer where illegality arises

Nothing on the RNRC website constitutes an offer to provide goods or services in any jurisdiction if to do so would contravene the laws of that jurisdiction.

20 Privacy

We collect, use and disclose personal information in accordance with our Privacy Policy.

21 Changes to the Terms

(a) From time to time, we may need to change the Terms to reflect our changing business. We may also need to change the Terms if we are required by law, for security reasons or for technical or infrastructure reasons.

(b) We may change the Terms (including any policy incorporated in the Terms) at any time by posting the changed Terms on the RNRC website and by posting a notice to users on our homepage stating that a change has occurred.

(c) If you are a seller, these changes will not apply to ads that you have already placed on the RNRC website.

22 Miscellaneous

(a) We and you are independent contractors and no agency, partnership, joint venture or employment relationship is intended or created by the Terms.

(b) If any of the Terms are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.

(c) If we do not act in relation to a particular breach by you of the Terms, this will not be treated as a waiver by us of our right to act with respect to subsequent or similar breaches. If you do not act in relation to a particular breach by us of the Terms, this will not be treated as a waiver by you of your right to act with respect to subsequent or similar breaches.

(d) The Terms (and your dealings with us) are subject to the laws of Queensland, Australia.

(e) If there is any inconsistency between any part of the Terms, the part listed earlier in the Terms and Conditions of Use will prevail to the extent of the inconsistency.