

SELLER TERMS AND CONDITIONS

These terms and conditions govern the contractual relationship between you and KIVO-EBIZ LTD. They do not establish any contractual relationship with the charity premises where you deposited the Goods for auction (the "**Drop-Off Point**").

You agree to be legally bound by these Terms and Conditions on delivery of your items to a KIVO-EBIZ LTD Drop-Off Point. Please read them carefully. Please contact KIVO-EBIZ LTD via email or post with your queries if there is anything you do not understand.

1. SERVICES

1.1 These Terms and Conditions govern the provision of the following services (the "Services") by KIVO-EBIZ LTD on behalf of the Seller whereby KIVO-EBIZ LTD will:

1.1.1 receive and store the Goods;

1.1.2 list, offer and sell the Goods on the internet auction sites selected by KIVO-EBIZ LTD, in its absolute discretion; and

1.1.3 collect the sale price (the "**Sales Price**"), which is the offer made for the Goods by the highest bidder (the "**Buyer**"), deduct the fees and other amounts described in clause 4.1 below and forward the remainder of the Sale Price in accordance with the terms as specified below.

1.2 KIVO-EBIZ LTD does not act on behalf of the Buyer.

1.3 KIVO-EBIZ LTD does not guarantee the existence of, or bids made by, the Buyer or other bidders and is not responsible for anything they do or say in relation to the Goods, including but not limited to any breach of the terms and conditions to which all bidders are bound.

1.4 The Seller absolutely, unconditionally and irrevocably appoints KIVO-EBIZ LTD to auction the Goods on the Seller's behalf and for that purpose authorizes KIVO-EBIZ LTD to contract with the Buyer on such reasonable terms as KIVO-EBIZ LTD may determine in its absolute discretion.

1.5 The relationship between the Seller and KIVO-EBIZ LTD is that of a principal and agent whereby KIVO-EBIZ LTD acts as agent for the Seller. Nothing contained herein shall be construed as creating any other form of relationship between the Seller and KIVO-EBIZ LTD.

1.6 The Seller takes sole responsibility for any faults or defects in the Goods and for anything it does or says in relation to the Goods including but not limited to any description of the Goods, their ownership or authenticity or any breach of these Terms and Conditions.

1.7 Title to the Goods remains with the Seller until the Goods are delivered to the Buyer. Title will not transfer to KIVO-EBIZ LTD at any time.

2. BINDING BIDS AND RESERVE PRICE

2.1 Subject to clause 2.2 below, at the end of the internet auction process, the Seller is required to sell the Goods to the highest bidder, except in the event of exceptional circumstances which may include (without limitation):

2.1.1 the Buyer failing to pay for the Goods; or

2.1.2 KIVO-EBIZ LTD being unable to authenticate the Buyer's identity.

2.2 The Seller is entitled to set a reserve price on any of the Goods which is the minimum price the Goods can be sold for (the "**Reserve Price**"). The Reserve Price must be set at the time of depositing the Goods at a KIVO-EBIZ LTD Drop-Off Point. If the Seller chooses to set a Reserve Price and the Goods fail to sell at the end of the auction process, the Seller agrees to pay KIVO-EBIZ LTD any listing fees that have been incurred.

2.2.2 KIVO-EBIZ LTD will advise the Seller if it considers that sale price expectations are unrealistic.

3. UNSOLD GOODS

In the event that the Goods have failed to sell having been listed on one or more internet auction

sites, KIVO-EBIZ LTD will notify the Seller. The seller agrees to pay KIVO-EBIZ LTD any listing fees that have been incurred. If the Seller does not arrange to pick up the Goods from the location specified in the notice within 20 days of receipt of notification that such Goods have failed to sell, the Seller authorizes KIVO-EBIZ LTD to dispose of such unsold Goods in whatever manner KIVO-EBIZ LTD in its absolute discretion deems appropriate.

4. PAYMENT TO SELLER AND KIVO-EBIZ LTD'S FEES

4.1 As consideration for KIVO-EBIZ LTD providing the Services, the Seller agrees that KIVO-EBIZ LTD will be entitled to deduct from the Sales Price and retain:

4.1.1 the sum of: twenty percent (20%) of the Sales Price (not including any amount in respect of VAT and

4.1.2 any amount of the Sales Price which represents VAT; and

4.1.3 an amount equal to all fees imposed by eBay (or any equivalent auction site on which the Goods are advertised); and

4.1.4 an amount equal to all fees imposed by PayPal (or any equivalent online payment mechanism service provider).

4.2 Following receipt by KIVO-EBIZ LTD of the Sales Price from the Buyer, the Seller, subject to clause 4.3, authorises KIVO-EBIZ LTD to deduct the fees and other amounts referred to in clause 4.1 from the Sales Price and forward the remainder to the Seller, by cheque, within 30 days from the date of KIVO-EBIZ LTD's receipt of the Sales Price for the Goods.

4.3 Payment will only be made to the Seller, in accordance with this clause 4, if the Buyer does not claim a refund of the Goods as a result of a breach of any of the warranties set out in clause 6 below within 14 days of delivery of the Goods to the Buyer.

4.4 The Seller authorizes KIVO-EBIZ LTD to determine in its absolute discretion any dispute with the Buyer as to whether there has been a breach of the warranties set out in clause 6 and hence, whether the Buyer is entitled to a refund.

4.5 In the event the Goods are returned to KIVO-EBIZ LTD and a refund is made to the Buyer, KIVO-EBIZ LTD will notify the Seller and the Seller will be required to collect the Goods from the location specified in the notice within 30 days of receipt of the notice, failing which KIVO-EBIZ LTD shall be entitled to dispose of the Goods in whatever manner it determines in its absolute discretion.

4.6 Further to clause 4.5, the Goods will be available for collection by the Seller in the condition in which the Buyer delivered them to KIVO-EBIZ LTD. KIVO-EBIZ LTD takes no responsibility for the condition of the Goods as returned by the Buyer having been issued with a refund.

5. KIVO-EBIZ LTD'S RIGHT TO REFUSE TO SELL GOODS

5.1 KIVO-EBIZ LTD may at any time in its absolute discretion divide the Goods, combine any two or more Goods, refuse to accept any or all of the Goods from the Seller, refuse to sell any or all of the Goods, remove the Goods from the internet sites, refuse any bid and terminate the Services. Reasons for KIVO-EBIZ LTD exercising these rights may include, without limitation, the following:

5.1.1 the Seller breaches these Terms and Conditions;

5.1.2 the Goods fall into any category of Prohibited, Questionable or Potentially Infringing Items as defined and listed on the eBay website at www.ebay.co.uk, as amended from time to time;

5.1.3 KIVO-EBIZ LTD is unable to authenticate or verify any information that the Seller provides to KIVO-EBIZ LTD;

5.1.4 KIVO-EBIZ LTD believes that the Seller's actions may cause financial loss or legal liability for the Seller, the Buyer or KIVO-EBIZ LTD; or

5.1.5 KIVO-EBIZ LTD suspects that the Seller has engaged in fraudulent activity in connection with the goods or KIVO-EBIZ LTD.

5.2 In the event that KIVO-EBIZ LTD exercises its right to refuse to sell the Goods in clause 5.1, KIVO-EBIZ LTD shall notify the Seller and the Seller shall collect the Goods from the specified location in the notice within 7 days of receiving the notice, failing which KIVO-EBIZ LTD shall be entitled to dispose of the Goods in whatever manner it determines in its absolute discretion.

6. SELLER'S WARRANTIES

6.1 The Seller represents and warrants for the benefit of KIVO-EBIZ LTD (and hereby authorises KIVO-EBIZ LTD to give the same representations and warranties in the name of the Seller for the benefit of the Buyer) that:

6.1.1 it is the owner of the Goods or is properly authorized to sell the Goods by the true owner and it is able to transfer full ownership of the Goods to the Buyer free from any claim;

6.1.2 it is not involved in the sale of counterfeit or stolen items or in violation of any law, statute or regulation;

6.1.3 it is selling as a private individual and not acting in the course of a business and accordingly any agreement between Seller and Buyer will be a private sale;

6.1.4 it is not registered or liable to be registered for VAT (if the Seller is registered for VAT, the Seller should notify KIVO-EBIZ LTD in writing giving the VAT registration number);

6.1.5 the Goods and the rights granted under these Terms and Conditions do not infringe upon the proprietary rights (including but not limited to intellectual property rights) of any third party;

6.1.6 the information provided regarding the Seller's identity and the description of the Goods as set out above is truthful, accurate and complete; and

6.1.7 the Goods are not defamatory, faulty, defective, unlawfully threatening or harassing, obscene, contain child pornography or otherwise adult in nature or harmful to minors.

7. INDEMNITY

The Seller agrees to indemnify and hold KIVO-EBIZ LTD harmless from any claims, damages or demands of any kind or nature arising out of the Goods made by any third party, connected to the Seller's breach of these Terms and Conditions or the Seller's violation of any law or the rights of any third party.

8. WARRANTY DISCLAIMER

All conditions, warranties and representations, expressed or implied by (i) statute, (ii) common law or (iii) otherwise, in relation to KIVO-EBIZ LTD's obligations under these Terms and Conditions are excluded.

9. LIMITATION OF KIVO-EBIZ LTD'S LIABILITY

KIVO-EBIZ LTD will not be liable for any loss or claim arising under or in connection with these Terms and Conditions except to the extent KIVO-EBIZ LTD has failed to carry out its obligations under these Terms and Conditions to a reasonable standard. Nothing in these Terms and Conditions will operate to exclude or restrict KIVO-EBIZ LTD's liability for its fraudulent behaviour or for death or personal injury caused by its negligence, except to the extent that such liability is caused or contributed to by an act or omission of the Seller or a third party, or arises as a result of events beyond the reasonable control of KIVO-EBIZ LTD.

10. LIABILITY CAP

The entire liability of KIVO-EBIZ LTD under or in connection with these Terms and Conditions whether for negligence, breach of contract, misrepresentation or otherwise, is limited to:

10.1 80% of the Sales Price (if the Goods have been sold at the time the liability arises); or

10.2 80% of the average sales price identified on the eBay record of similar items selling in the previous 30 days, if available and reasonably able to be determined by KIVO-EBIZ LTD in its absolute discretion (if the Goods have not been sold at the time the liability arises); or

10.3 £100 (if the amount referred to in clause 10.2 above is not available or is otherwise not reasonably able to be determined in accordance with that clause).

11. PERSONAL DATA

KIVO-EBIZ LTD shall use the personal information of the Seller to provide the Services as required under these Terms and Conditions. KIVO-EBIZ LTD will not publish the Seller's personal information on any of the internet auction sites or pass it to any third party unless required to do so by any of the terms of the internet auction sites. KIVO-EBIZ LTD may from time to time contact the Seller with information about KIVO-EBIZ LTD's services but the Seller can opt out of receiving such information where specified above.

12. TERM

The term of these Terms and Conditions will commence on the date hereof and will continue until all Goods accepted by KIVO-EBIZ LTD under these Terms and Conditions are sold and delivered, returned to the Seller or disposed of (as the case may be) in accordance with these Terms and Conditions.

13. EFFECT OF TERMINATION

Clauses 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 will survive the termination of these Terms and Conditions.

14. GENERAL

14.1 The Seller may not assign or transfer or purport to assign or transfer any of its rights or obligations under these Terms and Conditions without first having obtained KIVO-EBIZ LTD's written consent.

14.2 The invalidity, illegality or unenforceability of the whole or part of a condition does not affect or impair the continuation in force of the remainder of these Conditions.

14.3 The failure by KIVO-EBIZ LTD to exercise or delay by the KIVO-EBIZ LTD in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms and Conditions or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

15. GOVERNING LAW

These Terms and Conditions are governed by English law and the courts of England shall have exclusive right to deal with any dispute.