

TERMS & CONDITIONS OF USE OF TRANSMOTO TRADER

In these Terms:

“You”, “Your”, “Yours” refer as the context dictates to you as a user of the Site;

“Us”, “Our”, “We” refers as the context dictates to TDBM Pty Ltd ABN 26 141 679 423 trading as Transmoto and includes its employees, officers, contractors, agents and assigns whether individually or collectively.

“Content” includes all advertisements and materials (whether text, symbols, graphics, photos, video or other displayed items) and whether created by You or Us or other third parties displayed on the site.

“Law” means as the context dictates any relevant Australian law or regulation including but not limited to the Copyright Act 1968 and any legislation that governs intellectual property, websites, digital applications and online trading.

“Site” means the Transmoto Trader section on www.transmoto.com.au and includes but is not limited to all code, software, data and anything else necessary to the ordinary functionality of Transmoto Trader)

“Terms” means these Terms & Conditions of Use of Transmoto Trader, the Transmoto Privacy Policy (available at www.transmoto.com.au) and any terms stated within the Site including the advertising placement routine and any published updates to any of these.

You agree:

- to be bound at all times by these Terms and that We allow You access to use the Site in reliance on Your agreement to each and every provision of the Terms.
- to pay to Us the fee stipulated on the Site before submitting any advertising material on the Site.
- to indemnify Us against all loss, liability, claim or demand suffered by Us arising from Your breach of these Terms.
- that We may immediately terminate or otherwise restrict Your access and use of the Site if We consider that You have breached these Terms.
- to only advertise motor bikes and/or motor bike parts and accessories on the Site.
- You are solely responsible for providing accurate details of all items advertised including valid contact details for interested persons to directly contact You.
- You have obtained all necessary permissions to use any trademarks, logos or other copyright materials in Your advertisement.

- to advertise Your items for sale to the general public and that all details included by You may be published on the Site.
- that the display of Your ad may be subject to search criteria selected by users of the Site but in the absence of any specific search criteria ads will usually be displayed in the following order within their respective category:
 1. Premium ads before regular ads;
 2. Ads with photos before ads with no photos;
 3. More recently placed ads before older ads.
- to maintain Your ad by logging on to Your account linked to the Site at least once every 45 days otherwise it will be deemed to have expired and will be removed from the Site.
- that if You are an individual privately advertising items for sale that unless We agree otherwise You may be restricted to a maximum of 10 items on a Run until Sold basis within any financial year.
- That if you are a dealer or are listing items for sale in connection with or on behalf of any business or other commercial operation then each ad will only be listed for a maximum of 90 days from the date it first appears on the site after which time another fee will be payable to continue its listing for a further 90 days. This 90 day limit will apply irrespective of the number of times you refresh your ad.
- except for a single copy of any Content for Your personal use, You will not use any Content or the Site or anything associated with the Site to in any way reproduce, alter, distribute or licence any Content.
- not to do anything else, or allow anything to be done that has any purpose or effect (intended or unintended) that limits to any degree Our exclusive rights as creator and owner of the Site or otherwise affects any Content or any part of the Site.
- not to do or permit any other thing in connection with any Content or the Site that would contravene any Law.
- to keep your username and password for the Site secure and confidential.
- to accept all liability and indemnify Us for any unauthorized use of Your username &/or password.
- and accept that Your use of the Site is entirely at Your own risk and that We make no warranties as to the accuracy, completeness, reliability or security of the Content or the Site.
- that We make no warranties as to the safety, merchantable quality or suitability for Your purposes of any items advertised on the Site.

- that the Content is general information only and that You should make Your own enquiries and seek appropriate advice about its suitability and accuracy before making any decisions based upon it.
- that We are not the seller or a broker for any seller and that all transactions or other dealings concerning any Content are purely between You and the person or business advertising the relevant item and as a result We are not responsible for any dispute that may arise between You and that other person or business.
- that the copyright in all Content is Ours, all intellectual property in the Site is Ours and both are protected at law and You may only copy or reproduce Content for your personal non-commercial and lawful fair use.
- that all prices exclude delivery, government and statutory charges, unless otherwise stated.
- that in consideration of Our allowing You to access and use the Site, You grant to Us a non-exclusive, free, perpetual & irrevocable licence to use any Content provided by You in any way We see fit for the purposes of operating the Site.
- and warrant that for any Content provided by You:
 1. that You hold all necessary rights to permit its use on the Site;
 2. is not defamatory or infringe any Law;
 3. that You waive any moral rights You may have in relation to it.
- that to the full extent permitted by law, We will not be liable to You for any loss or damage caused to You by or in connection with Your use of the Site.
- in any event, to the full extent permitted by law, the maximum amount that We can ever be liable to You, for anything not able to be excluded at law, will be the total sum of any monies paid by You to Us directly attributable to the affected advertising material posted by You to the Site.
- these Terms survive any expiration or termination of any agreement or relationship between You & Us.

Enquiries:

Customer Service Manager at admin@3cmg.com.au

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