

## Terms and conditions

### 1. TERMS AND CONDITIONS

Welcome to Motorcycle Alley, New Zealand's own online motorcycle trading community. These terms and conditions are intended to help keep this website as a safe place to trade.

**1.1 Acceptance of terms and conditions:** The terms and conditions are the terms on which Blakato Limited (trading as, and referred to in these terms as, Motorcycle Alley) offers you access to the Services and the Website. By using this website and creating a listing as a Motorcycle Alley client, you accept these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Services.

**1.2 Amendment of terms and conditions:** These terms and conditions may be amended in whole or in part by Motorcycle Alley 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.

**These terms and conditions were last updated ^^**

### **SPECIFIC WARNINGS**

**2.1 The services:** Motorcycle Alley provides a venue to introduce members who want to buy and sell items. We do not act as agent for either party and do not participate in any sale or transaction between you and other members.

**2.2 At your own risk:** Transactions and all other contact between you and other members are conducted entirely at your own risk. You agree that Motorcycle Alley 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 defraud you. Motorcycle Alley gives no undertakings, representations, or warranties in relation to items sold or listed on the Website, including:

- a. about ownership of any item and whether or not any charge or security is registered against it;
- b. as to the content, safety, description, worthiness, quality, fitness for purposes or legality of the products listed on the website;
- c. as to the accuracy or truth of listings;
- d. that any item will meet your requirements or expectations;
- e. whether there is any breach of copyright or other intellectual property rights relating to any listing or
- f. about the ability of users to complete a transaction

2.3 **Disclaimer:** You expressly understand and agree that:

- a. your use of the website and 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 or any other terms, Motorcycle Alley 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;
- b. Motorcycle Alley does not warrant that:
  - i) the services provided will be uninterrupted, timely, secure, or error free, or
  - ii) that any information provided on the Website is error-free or reliable;
- c. no advice or information that is obtained by you from Motorcycle Alley, the website or anyone else (including any other member or advertiser)

shall create any warranty by Motorcycle Alley that is not expressly stated in these terms and conditions; and

- d. 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 Motorcycle Alley's recommendation or endorsement of the advertised product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.
- e. while Motorcycle Alley has systems in place to reduce the risk of credit card fraud, Motorcycle Alley is not responsible for protecting members from credit card fraud. Motorcycle Alley's 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. See our Policies page at [www.motorcyclealley.co.nz](http://www.motorcyclealley.co.nz) for details on our credit card security.

**2.4 Liability:** You agree that, to the maximum extent permitted by law, any and all liability and responsibility of Motorcycle Alley to you or any other person under or in connection with these terms and conditions, or in connection with the services, this Website, another user'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), equity, breach of statutory duty or otherwise. Motorcycle Alley's 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.

**2.5 Indemnity:** By using this website You agree to release, indemnify and keep indemnified Motorcycle Alley 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 website or otherwise (including via any contact, including email contact, with another member or advertiser)

**2.6 Breach:** Without limiting any other rights and remedies available to Motorcycle Alley, Motorcycle Alley may (but is not obliged to) limit your activities on the Website, remove your listings, warn other users of your actions, issue a warning to you, suspend or terminate your membership if you breach these terms and conditions or where Motorcycle Alley considers it appropriate.

**2.7 Additional rules:** In addition to the terms and conditions set out in this document, the Privacy Policy, Returns Policy and general terms and conditions, form part of these terms and conditions. These can be viewed at [www.motorcyclealley.co.nz/policies/](http://www.motorcyclealley.co.nz/policies/)

### **3 BECOMING A MEMBER**

**3.1 Creating a user login:** Creating a user login. You may only register as a member if you are resident in New Zealand 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.

**3.2 Accurate Information:** You warrant that you have provided complete, accurate and current personal information when registering as a user. You must maintain and update your personal information held by Motorcycle Alley to ensure it is kept current at all times. Motorcycle Alley may phone or mail you to verify these details. You must not register as a user under multiple identities or personas (whether false or not). However, at Motorcycle Alley's discretion, you may enter business listings in addition to your personal listings. Where Motorcycle Alley determines that you have breached these requirements, it may suspend or terminate the account(s) of such members.

**3.3 Termination of membership:** Motorcycle Alley reserves the right to decline to register or to terminate your membership without entering into further discussions with you. Without limiting the foregoing, Motorcycle Alley 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. Users who have registered under multiple aliases will have all of their aliases disabled.

**3.4 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:

- a. not 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 or any other information in connection with your membership that may allow them to gain access to your membership.

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

## **GENERAL RULES**

### **4.1 General**

- a. All listings and communications made through Motorcycle Alley – Classifieds website shall be made in good faith.
- b. 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.

- c. 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.
- d. You must list items in New Zealand dollars and include GST in the price, if you are registered for GST. All tax obligations are the responsibility of the seller and/or the buyer (as the parties determine).
- e. You must not use the Website to promote items for sale outside of the Motorcycle industry.
- f. You are responsible for any actions taken through your membership. Motorcycle Alley memberships are not transferable and therefore cannot be sold, leased, lent or traded.

#### **4.2 Your obligations as a seller**

- a. Sellers must be located in New Zealand. Sellers outside of New Zealand are not permitted to list an item on Motorcycle Alley. Sellers should not send items to an address that is outside New Zealand.
- b. You will only enter listings that you certify 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.
- c. You will only create 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 at the time of listing the item.
- d. 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 Motorcycle Alley 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.

- e. When you list an item on Motorcycle Alley, you should do so with the intention of selling this item through the site. Therefore you should not advertise your item through another forum unless you have multiples items for sale???? .
- f. Motorcycle Alley may be used by individuals or businesses to list specific items and must not be used for multiple or generic item listings. You must not place multiple listings for a single item, but listing for the same item in different sizes etc are permitted.
- g. Your listing may only contain a URL for a website that contains further information on the item you have listed. You must not use Motorcycle Alley listings to promote a business unless you have created a listing, which offers you to state if you're a 'Dealer or Retailer'.
- h. You may choose to sell to any buyer at your discretion. Listings are an invitation to treat and are not an offer to sell
- i. Listings are not pre-screened for content. Motorcycle Alley reserves the right to remove any listing that it deems unsuitable or in breach of the terms and conditions.
- j. You agree to your email address and contact details being available to the end user (buyer) through the listing.
- k. If you're a motor vehicle trader selling a motorcycle online, you must attach to the motorcycle, a Consumer Information Notice (CIN), in a prominent position on your listing (e.g., through a clear photo) and

provide the CIN to the successful buyer.

If you sell six or more vehicles in a year, you are likely to be a motor vehicle trader and must be registered. For more information visit the [Motor Vehicle Traders Register](#) website.

Regardless of whether you are a motor vehicle trader or not, if you are selling a motorcycle on Motorcycle Alley, you are required to ensure that the buyer of the motorcycle takes the motorcycle free of any security interest, and you must disclose in the listing whether there is any security interest over the vehicle.

#### **4.3 Your obligations as a buyer**

- a. You must be located in New Zealand to buy and sell on Motorcycle Alley – Classifieds Website. People outside of New Zealand are not permitted to buy and sell on Motorcycle Alley.

## **5.FEES AND ACCOUNTS**

### **5.1 Motorcycle Alley Listing Fees**

- a. Motorcycle Alley charges a 'Premium' Listing fee for the use of the Website as a venue for 'Premium' listings only. All other non-premium listing types are free (unless Motorcycle Alley chooses to amend this policy – see 5.1d below) .
- b. Motorcycle Alley's current listing fees are visible under the 'List an item' page.

- c. Premium listing fees are charged at the time of listing and are not refundable.
- d. Motorcycle Alley 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.
- e. All fees are inclusive of GST and in New Zealand dollars unless otherwise stated.
- f. You must pay the fees immediately upon demand by Motorcycle Alley.

## 6. GENERAL PROVISIONS

6.1 **System Integrity:** Motorcycle Alley will use its reasonable endeavours to ensure the availability of the Website, subject to any downtime required for maintenance and circumstances outside of its control. However, Motorcycle Alley takes no responsibility for any system unavailability, or for any loss that is incurred as a result of Website being unavailable. Further, Motorcycle Alley assumes no responsibility for the corruption of any data or information held by Motorcycle Alley.

6.2 **Resolution of disputes:** As Motorcycle Alley is not a party to any sale or transaction between you and another member, you agree not to involve, or attempt to involve, Motorcycle Alley in any dispute or in the resolution of disputes that arise between you and another member as a result of the Services provided. Motorcycle Alley will not be obliged to give evidence or otherwise participate in any proceedings.

6.3 **Force Majeure:** Without prejudice to clause 2.3(a), Motorcycle Alley has no liability for any lack of performance, unavailability or failure of the Website, or for any failure of Motorcycle Alley to comply with these terms and conditions where the same arises from any cause reasonably beyond the control of Motorcycle Alley.

**6.5 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. If may exercise our rights at any time.

**6.6 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 conditions, which shall continue in full force and effect.

**6.7 Governing Law:** These terms and conditions are governed by the laws of New Zealand. You submit to the exclusive jurisdiction of the Courts of New Zealand.

**6.8 Intellectual Property Rights:** Motorcycle Alley (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 Website.

- a. You may not without our prior written permission, in any form or by any means:
  - i. Adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this Website;  
or
  - ii. Commercialise, copy, or on-sell any information, or items obtained from any part of this Website.

**6.9 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.

6.10 **Privacy:** Motorcycle Alley collects personal information about you through your use of the Website, including:

- your registration details; and
- information relating to your use of the Website and the content you access.

You agree that Motorcycle Alley may use this personal information to assist us to provide 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 Motorcycle Alley , our users, or others, for promoting and marketing other Motorcycle Alley services to you, and for any other use that you authorise.

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 Motorcycle Alley, 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 Motorcycle Alley to ask whether information has been provided to government agencies.