

1. Introduction

- 1.1 Welcome to Neil's Rural Services. By using the dalgetyrural.nz website (**site**) and any related service or tool (**Services**), you agree to the following terms with Neil's Rural Services. If you have any questions, please contact our Customer Service team using the details found on our site.
- 1.2 You are contracting with Neil's Rural Services Limited and Dalgety Rural Services Limited. In this User Agreement, these entities are jointly and severally referred to as "Neil's Rural Services", "we" or "us".

2. Scope

- 2.1 Before using the Services, you must read and accept all of the terms in, and linked to, this User Agreement (**Agreement**). We may post or update any policies or additional terms on our site which are incorporated into this Agreement. By accepting this Agreement, you agree that this Agreement will apply whenever you use the Services, or when you use any of the tools we make available to interact with the Services (such as a shipping calculator). For any other website associated with Neil's Rural Services, there may be separate terms of use applicable which you must agree to be bound to.

3. Using Neil's Rural Services

- 3.1 While using the Services, you will not:
 - (1.a) infringe any laws, third party rights or our policies;
 - (1.b) use the Services if you are not able to form legally binding contracts, are under the age of 18 or are suspended from using the Services;
 - (1.c) intentionally post listings in categories or areas on our sites and services which do not accurately encompass the listing;
 - (1.d) fail or refuse to deliver payment for items purchased by you without reasonable excuse; reasonable excuses including but not limited to:
 - (1.d.i) a clear and obvious error through act or omission is made;
 - (1.d.ii) you cannot authenticate the other party's identity; or
 - (1.d.iii) a material change to the item's description being made by the vendor after you bid.
 - (1.e) fail or refuse to deliver items purchased from you without reasonable excuse; reasonable excuses including but not limited to:
 - (1.e.i) a clear and obvious error through act or omission is made; or
 - (1.e.ii) you cannot authenticate the other party's identity.
 - (1.f) manipulate the price of any item or interfere with other users' listings (this includes colluding with another person to manipulate or interfere with other users' use of the Services);
 - (1.g) attempt to circumvent or manipulate our fee structure, the billing process, or fees owed to Neil's Rural Services;
 - (1.h) list any financial products or financial services (as those terms are defined in the Companies Act 1993);
 - (1.i) transfer your Neil's Rural Services account (including Feedback) and user ID to another party without our consent;
 - (1.j) post any distasteful content which is either false, inaccurate, misleading, defamatory or offensive (including personal information);
 - (1.k) distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes;
 - (1.l) attempt to harm Neil's Rural Services or the interests or property of Neil's Rural Services users by distributing malware, viruses or anything else which is

- intended to affect Neil's Rural Services or its users;
- (1.m) copy, modify or distribute rights or content from the Services or Neil's Rural Service's copyrights and trademarks; or
- (1.n) harvest or otherwise collect information about users, including email addresses, without their consent.

4. **Maintaining Standards**

- 4.1 Neil's Rural Services and its community of users (the **Community**) work together to keep our sites and services working properly and the Community safe. Please report problems, offensive content, and policy violations to us.
- 4.2 Our policies and terms are designed to ensure that all users can enjoy the benefits of the Services. In order to ensure the ongoing availability and benefits of the Services for all users, you agree that, without limiting other remedies, at our reasonable discretion, we may limit, suspend or terminate our service and user accounts, prohibit access to the Services, delay or remove hosted content, remove, delete, modify or not display listings, apply fees and/or recover our expenses for policy monitoring and enforcement, and/or take any reasonable technical and legal steps to keep users off the sites if we reasonably consider that any conduct engaged in by such users creates or may create actual or possible legal liabilities, infringes the intellectual property rights of third parties, is inconsistent with the letter or spirit of our policies, amounts to an abuse of our staff, or adversely affects, hinders or prevents the provision of our Services to other users. The actions we take will be in proportion with the nature and severity of the issue we have identified and what is reasonably required to protect the interests of users of the Services as a whole and the legitimate interests of Neil's Rural Services as provider of the services.
- 4.3 We may, in appropriate circumstances and at our reasonable discretion, suspend or terminate accounts of users who may be repeat infringers of intellectual property rights of third parties. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for an extensive period of time, or to modify or discontinue the Services.
- 4.4 If you are a seller and you offer or reference your contact information or ask a buyer for their contact information for the purpose of buying or selling outside of Neil's Rural Services, you may be liable to pay a Success Fee applicable to that item.

5. **Fees and services**

- 5.1 Joining Neil's Rural Services and bidding on listed items is free; however, we charge a fee (**Success Fee**) for vendors using the Services. To become a vendor on the site, you will need to create an account and make a deposit to put your account in credit which can be done on the Site.
- 5.2 If you are a vendor, you are liable for fees arising out of all sales made using the Services. You are responsible for keeping your account balance in credit; you will not be able to list items if your account is in debit. Success Fees will be charged following a successful sale as below:
 - (2.a) sales of less than \$50 will incur a 5% Success Fee;
 - (2.b) sales of \$50 to \$500 will incur a 6% Success Fee;
 - (2.c) sales of \$500 to \$5,000 will incur a 7% Success Fee; and
 - (2.d) sales in excess of \$5,000 will incur an 8% Success Fee.
- 5.3 A sale is made by a purchaser bidding the highest amount or by triggering the buy now value (if applicable). This constitutes a legal binding contract between the vendor and purchaser so if you are a vendor, you must ensure you are willing and able to sell your goods or services before making a listing on the site. When a successful sale is made, a purchaser will pay a vendor directly for the goods or services they are

- purchasing. Success Fees are charged by us, by making a deduction from your account balance after the sale has happened.
- 5.4 We may change our Success Fees from time to time by posting the changes on the Neil's Rural Services site 30 days in advance, but with no advance notice required for temporary promotions, new services, or any changes that result in the reduction of fees. If you do not accept the revised fees, you must immediately take steps to close your account in accordance with Clause 14. If a change in fees become operative while your listing is active, that listing will be subject to the new Success Fees. If you do not accept the changes, you must immediately cancel the listing.
- 5.5 Your listing may not be immediately searchable within 24 hours on the site. If this issue persists beyond the first 24 hour time period, please contact us. We may choose to edit or delete any listing if we reasonably determine it violates our policies or the terms of this Agreement
- 5.6 If you list an item on the site, you are responsible as a vendor for fees if the item is purchased in connection to the listing on the site. You will be required to pay a fee which corresponds with the success fees stated above. Vendors must operate in good faith, meeting reasonable standards, these terms of use and New Zealand law.
- 5.7 Unless otherwise stated, all fees are quoted in New Zealand Dollars. You must pay all fees and applicable taxes associated with your use of our Services by the payment due date. In the event that your selected payment method fails or your account is past due, Neil's Rural Services may collect amounts owed in any reasonable and lawful manner.
- 5.8 If you are an existing seller with outstanding fees, Neil's Rural Services or any Authorised Persons may collect amounts owed using other collection mechanisms, including charging other payment methods connected to you that we have on file and using any credits on your account.
- 5.9 You may be subject to late fees; and we reserve the right to limit or suspend the services which Neil's Rural Services provides to you, for example, by not displaying your listings.

6. Content

- 6.1 For the purpose of marketing and user experience, by uploading a listing to the site, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise any and all intellectual property rights (including copyright and trademark rights) you have in the listing, in any media known now or in the future, for the purpose of the conduct of Neil's Rural Services' business insofar as Neil's Rural Services, acting reasonably, determines is necessary.
- 6.2 If you are the author of that listing, you also irrevocably and unconditionally consent, to the maximum extent permitted by law, to Neil's Rural Services and its licensees, contractors, assignees and successors, and their licensees and any other person authorised by any of them (**Authorised Persons**):
- (2.a) disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating, renting, transmitting or otherwise using the content (and any adaptation or part of the content) anywhere in the world:
 - (2.a.i) in whatever form and in whatever circumstances Neil's Rural Services and the Neil's Rural Services Authorised Persons reasonably think fit, including adding to or otherwise altering the content (or any adaptation or part of the content); and
 - (2.a.ii) without making any identification of you as the author in relation to the content (or any adaptation or part of the content); and
 - (2.b) doing anything or omitting to do anything in relation to the content (or any adaptation or part of the content) anywhere in the world that would otherwise infringe the moral rights, or any similar non-assignable, personal rights, that you

might have.

- 6.3 You are fully responsible for your listings and for ensuring that your listings are accurate, do not include misleading information and comply with this Agreement and any relevant laws and regulations.

7. Trading on Neil's Rural Services and limitation of liability

- 7.1 As is the case with any online environment, there will always be a risk of dealing with fraudulent persons. You agree not to hold Neil's Rural Services responsible for other users' content, actions, omissions or misrepresentations. We express that we are not an auctioneer. Instead, our site is a venue with the purpose of allowing farming goods and services to be bought any time, from anyone, anywhere
- 7.2 We are not a party to the contracts for sale between buyers and third-party sellers. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or return an item. You alone, and not Neil's Rural Services, are responsible for ensuring that your listing, bidding and selling and any other activities conducted on our site are lawful. You must ensure that you comply with all applicable laws in New Zealand and other countries. You must also ensure that you strictly comply with this Agreement and the policies which form part of the Agreement.
- 7.3 When you enter into a transaction you create a legally binding contract with another user. If you feel another person has breached their contract with you, you, not Neil's Rural Services are responsible for enforcing any rights that you may have.
- 7.4 As we are not an auctioneer, we are not involved in the transaction and do not, at any time, take ownership of the items; the transfer of ownership is from the vendor to the purchaser. Furthermore, while we will do our best to make sure that the website is available, we cannot guarantee that it will always be uninterrupted or that your access will be error-free, or that any files available for download will be error-free or free from viruses, faults or defects. We are not liable for any loss of any kind.
- 7.5 Neil's Rural Services limit remedies available for non-excludable statutory guarantees to the following remedies:
- (5.a) the fulfilment of the original services when they were not provided; or
 - (5.b) payment of the value which is required to have the services provided.

8. Breach

- 8.1 In order to protect our legitimate business interests we may, without notice to you and in our sole discretion (which shall be exercised reasonably, having regard to the circumstances) and without limiting any other remedies made available to Neil's Rural Services by law, under this Agreement or by any other means, delay listing your item, delete your listing, issue you a warning, restrict your activities through our site (including but not limited to buying, selling and posting activities), temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you, or require you to pay additional fees if:
- (1.a) we are unable to verify, authenticate or have reasonable suspicion as to the accuracy of any information you provide to us;
 - (1.b) you have done anything or we reasonably believe that you have done anything to breach this Agreement or any materials or laws relevant to this Agreement;
 - (1.c) you have caused, or we reasonably believe you may cause loss or damage to yourself, our users, third parties or us, our directors, employees or agents; or
 - (1.d) we reasonably believe that any of your information on file or posted to the site is inappropriate or of an offensive nature.
- 8.2 Throughout the duration of an investigation, where we believe it is necessary, we may

withhold any information we reasonably believe necessary for the purposes of security, privacy and confidentiality.

9. Returns and Money Back Guarantee

- 9.1 Neil's Rural Services are not responsible for the enforcement of refunds, returns or any remuneration on behalf of a purchaser for a vendors failure to comply with the standards set out in these terms. If you feel another user of the site has breached these standards and is unwilling to cooperate with you, you may contact us using the contact information found on our site so we may investigate.
- 9.2 As a purchaser you reserve the right to request a return, refund or report that an item was not delivered; this is to be made to the vendor you purchased from. Vendors must comply with the Consumer Guarantees Act 1993, however if your issue concerns a refund or return because you have made a mistake or changed your mind, the resolution will be at the sole discretion of the vendor.
- 9.3 As a vendor you must comply with the Consumer Guarantees Act 1993. If you accept a return or refund, you must contact us using the contact information we have provided on the site and provide us with evidence of the refund so that we can credit your account with the Success Fee you were charged for the sale.
- 9.4 We reserve the right to fix any processing errors we discover. We will correct any processing errors by debiting or crediting your account.
- 9.5 This clause does not act as a substitute to, or otherwise limit, relevant laws, including New Zealand Consumer Law.

10. Access and interference

- 10.1 You agree that you will not use or attempt to use any automated means to access the Services for any purpose or attempt to bypass the measures we have in place to restrict access to the site through automated means.
- 10.2 Additionally, you agree that you will not interfere or attempt to interfere with the proper working of the site by doing anything which may impose or is likely to impose in our reasonable view, an unreasonably large load on our site infrastructure.

11. Buying and selling internationally

- 11.1 Our services are accessible internationally. Purchasers and vendors using the site can buy and sell items internationally. Purchasers and vendors are responsible for complying with all laws and regulations relevant in the participating jurisdictions, purchase and shipment of items, including paying any applicable taxes such as GST or VAT, duties, or other fees or charges.
- 11.2 We may provide you with tools which will enable you to translate content at your request, calculate currency exchange rates or calculate international shipping costs. The accuracy or availability of any translation is not guaranteed.

12. Payment services

- 12.1 As a purchaser, you may pay for such items and services using the payment methods Neil's Rural Services make available; Neil's Rural Services will manage settlement to sellers. In some cases, Neils Rural Services will receive payments from third parties such as credit card issuers. You, as a purchaser, agree to Neil's Rural Services fulfilling your obligations on your behalf.
- 12.2 Where we reasonably suspect fraud, non-compliance with the anti-money laundering and countering financing of terrorism Act 2009 or any other issues with your

- transaction, we may decline or freeze the transaction in order to properly investigate.
- 12.3 We may save payment information such as your card numbers and details. This is done by you entering your card details and deciding to save your details to the site. We must protect your information in a manner consistent with clause 15 of this Agreement. This stored information is intended to make future transactions quicker and improve your user experience. It is up to you to keep stored payment information up to date; we will not edit your payment information on your behalf. You have an obligation to only use payment details that you are authorised to use.
- 12.4 You understand that third parties such as credit card issuers will have separate terms and conditions that you must comply with. Neil's Rural Services have no responsibility or liability for any actions you take which violate any third party terms and conditions.

13. Tax on consumer purchases

- 13.1 You, as both purchaser or vendor are responsible for any Goods and Services Tax (GST), sales tax or other taxes that apply to items bought on Neil's Rural Services. Should you require tax advice, we advise you either speak to an accountant or the New Zealand Inland Revenue Department (IRD), or your jurisdiction's equivalent.
- 13.2 Neil's Rural Services may add the applicable tax to the item price displayed to the buyer if we are required to collect tax. When Neil's Rural Services are required to collect tax, we will display the tax amount at checkout once the buyer's order and delivery address are confirmed, and this will be included in the order total paid by the buyer. Neil's Rural Services reserve the right to collect this tax amount via any means available to us and remit the tax to the relevant authority.
- 13.3 As a purchaser, you understand and acknowledge that tax may apply on top of the purchase price agreed upon. You will be given the opportunity to view the total tax on your purchase before your transaction is processed.
- 13.4 As a vendor, you acknowledge and agree to Neil's Rural Services collecting tax where necessary. When we are required to collect tax on certain purchases, your listings may appear to purchasers at a higher price to reflect the tax we are required to collect.
- 13.5 Neil's Rural Services reiterates that we are not tax advisors. For any tax information enquire with an accountant or your jurisdictions tax department.

14. Closing your account

- 14.1 You may close your Neil's Rural Services account at any time, provided that you:
- (1.a) do not have any active listings on the site;
 - (1.b) any issues regarding your account are resolved (such as disputes or suspensions); and
 - (1.c) your account is not in a negative balance.
- 14.2 Provided that the above conditions are met you will be refunded the balance of any credit on your account.

15. Privacy

- 15.1 The information below applies to personal information (information about an identifiable individual) we collect about you when you visit and browse our website.
- 15.2 When you visit our website, we collect some non-personal information, such as the IP address from which you accessed this website, the date and time you are visiting, the pages you accessed, the type of browser and operating system you use, and terms you use to search for content on our site. This information cannot be used to personally identify you. We use it for the purposes of system administration, auditing

- use of the site and improving it for different customer profiles, and for our internal reporting.
- 15.3 Our website relies on the use of cookies, which are small files stored on the hard drive of your computer. We recommend you enable cookies in order to enjoy our website, but it is up to you whether you enable them or not. Not all features of our site may be available if you do not enable cookies.
- 15.4 If you choose to provide us with personal information such as your email address, for example by filling out an electronic query, we will use the information only for the purposes that you authorise it to be used for. We will send you email marketing to that email address if you agree to us doing so. If you wish to unsubscribe from any email marketing communications you have previously agreed we can send you, you can:
- (4.a) follow the unsubscribe instructions in the email; or
 - (4.b) phone or write to us using the contact details in that email message.
- 15.5 When you provide us with personal information, we are obliged to comply with the provisions of the Privacy Act 2020 (**Act**). We will collect, hold, use and disclose that information in accordance with the principles set out in the Act. This means we will:
- (5.a) use personal information only for the purpose we collect it for;
 - (5.b) retain that information only for so long as necessary to fulfil the purpose for which we have collected it; and
 - (5.c) disclose or release it to a third party only where we are required to or we are permitted by law to do so, if you have authorised the release or disclosure, or where it is the purpose (or a directly related purpose) for which the information was collected.
- 15.6 If you think we have breached the Act or you would like to find out more about our obligations, information is available on the Privacy Commissioner's website at www.privacy.org.nz.
- 15.7 If you wish to enquire about personal information we hold about you (if any) you can contact us using the details on our site.

16. **Indemnity**

- 16.1 You will indemnify us and any associated persons against any claim or demand, including legal fees and costs, made against us by any third due to or arising out of any omission or action by you which breaches this Agreement, or infringes of any law or the rights of that third party in the course of using the Services.

17. **Notices**

- 17.1 Legal notices served on us must be served on Neil's Rural Services' registered agent. For legal notices served on you, notice will be served to the email address you provide to Neil's Rural Services during the registration process. Notice will be deemed given 24 hours after email is sent, unless the sending party receives notification that the email has not been delivered. We may also serve you notice by mail, using the address you have provided to us. In this case, notice will be deemed served 3 days after being sent.

18. **Legal disputes**

- 18.1 Disputes with others
- If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint venturers and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and

unknown, arising out of or in any way connected with such disputes. Subject to other terms in this agreement, this release does not apply where Neil's Rural Services' acts or omissions were a direct cause of the matters giving rise to the dispute.

18.2 Disputes with us

If a dispute arises between you and Neil's Rural Services, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. We strongly encourage you to first contact us to seek a resolution. If your dispute is not resolved by contacting Customer Service, all legal notices and formal disputes should be sent to Neil's Rural Services' registered agent in accordance with Clause 22 above. We agree to consider resolving the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

18.3 This Agreement will be governed in all respects by the laws of New Zealand. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and Neil's Rural Services irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

19. **Additional terms**

19.1 It is important to read and understand all our policies as they provide the rules for trading on the Neil's Rural Services site. It is your responsibility to check our policies to ensure you comply.

19.2 Our policies may be changed from time to time. We may amend our policies by posting the amended terms on dalgetyrural.nz. Except if otherwise stated, all amended terms will automatically be effective 30 days after they are initially posted. The amended terms may come into effect sooner, depending on the circumstances giving rise to the need to change the policy. For example, policies may come into immediate effect as a result of urgent public health or safety requirements (such as global pandemic requirements). When using particular services on our sites, you are subject to any posted policies or rules applicable to services you use through the sites. You should regularly review the terms of any applicable policies before using Dalgetyrural.nz. All such policies or rules are incorporated into this User Agreement.

20. **General**

20.1 Neil's Rural Services is not your agent for any purpose in relation to this Agreement or your use of the Services.

20.2 If any provision of this Agreement is held to be invalid or unenforceable, such provision will be severed and the remaining provisions will remain in effect. In our sole discretion, we may assign our rights and obligations under this Agreement to another entity. Our failure to act on a breach by you or others doesn't waive our right to act on subsequent or similar breaches.

20.3 We may amend this Agreement at any time by posting the amended terms on dalgetyrural.nz. We will also notify you of any material directly to the email address linked to your account. Except as stated elsewhere, all amended terms will automatically be effective 30 days after they are initially posted. If you do not accept the changes you should close your account in accordance with Clause 19 of this Agreement. Where you have outstanding listings at the time of the amendment taking effect and prior to closure of your account taking effect, you agree that the amendments will apply to such listings unless and until you remove those listings or your account is closed, whichever occurs first.