Nexgate Terms

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1. Nexgate Terms

carsales.com.au Pty Ltd ("carsales") and its group companies provide access to Nexgate software ("Nexgate") to dealerships and other businesses ("Subscribers"). Nexgate is only available to Subscribers who have been directly authorised for access by carsales. You must not access nor use this software unless:

a) Your employer or Your dealer principal is a Subscriber that has a current and valid agreement with carsales for the provision of Nexgate;
b) You have been issued with a unique user ID and password; and
c) You are accessing Nexgate and services via Nexgate as an authorised representative of the Subscriber.

As an Nexgate user ("You"), You agree to abide by the terms and conditions of the Master Agreement and any relevant Product and Services Schedule ("PSS") signed by the Subscriber. Please contact Your dealer principal or employer if You do not have access to these agreements for Your dealership or business. Unless defined in these Nexgate Terms, the capitalised terms have the meanings set out in the Master Agreement and PSS. In the event of any inconsistency, the documents are to be interpreted in the following order with the first listed document taking precedence;
(1) PSS, (2) Master Agreement and (3) Nexgate Terms. You also agree to the carsales privacy collection statement and privacy policy.

You must not authorise or allow any third party to:
a) use your unique user ID or password;
b) use any automated process of any sort to query, access or copy any material accessed through Nexgate;
c) transfer, export or remove any Leads from Nexgate without the prior written authorisation of carsales, which may be withheld by carsales in its sole discretion. Prior written authorisation of carsales will only be given in circumstances where carsales has a commercial arrangement in place with the relevant third party to facilitate secure transfer/export of Leads via API integration. Where carsales grants You this permission, it may impose any conditions it reasonably deems appropriate;

Nor must you directly do any of the activities listed at (b) and (c) above. For the avoidance of doubt, carsales will not provide an export of Leads to a Subscriber via CSV file or similar, or allow any other method of transfer, exportation or removal of Leads from Nexgate, other than as permitted under clause (c) above.

A breach of these Nexgate Terms may result in carsales suspending or terminating the Subscriber's access to Nexgate with immediate effect.

2. Item Publication Requirements (including pricing)

1. Your dealership or business must be a carsales Subscriber in order to publish Listings to the carsales Network or to access Nexgate.
2. All Item Listings must:
   a) Be physically in stock and on the seller's premises for immediate sale and delivery, except brand new items available for order and boats where the ordering requirement must be clearly stated;
   b) Include the correct and accurate selling price (including, for all used and demo vehicles, on road costs);
   c) Display photographs of the Item for sale only (which must adhere to the carsales Digital Image Policy set out below);
   d) Where applicable, include the Item's:
      - Unique stock number (Your own reference);
      - Make, Model, Series and Badge details;
      - Chassis identification number, for example VIN or HIN number ('TBA' is not acceptable);
      - Correct and accurate odometer (kilometres) or hours;
      - Actual exterior colour (this field must not be used for anything else);
   (e) Contain an accurate description of any options which apply to the Item (either non-genuine or factory fitted);
   (f) If required (either by law or requirement of an original equipment manufacturer ("OEM")), contain the registration number / licence plate number; The registration plate may appear in images and in the appropriate field in the description. carsales may in its absolute discretion blur registration plates in images in order to help prevent illegal number plate cloning;
   (g) Not contain any content which breaches applicable laws (for example, content likely to mislead or deceive consumers) or third party intellectual property rights; and
   (h) Not make any reference to carsales' commercial terms with the Subscriber (e.g. Lead fees) or contain any other derogatory comment regarding carsales' websites.

The dealer or carsales may obscure registration plates in images. If the dealer uses an alternative plate in an image,

carsales will only permit such an alternative if; (i) it does not appear (in carsales' reasonable opinion) that it may be a legitimate registration plate of any state in Australia, and (ii) it is free from branding or identification of the dealer or location in any way. By way of example, a cosmetic plate bearing the initials of the dealership will be deemed branding and will be removed from the site.

For new cars that are identified by the OEM in carsales' VIN-telligence database as "aged" (i.e. unsold for a particular period), the price inputted by the Subscriber will be displayed in the relevant Listing. For cars identified by the OEM in the VIN-telligence database as 'non-aged' (i.e. brand new cars in stock), the relevant Listing will display the phrase "enquire for price" together with a secondary "indicative drive away" price either provided by the OEM or estimated independently by carsales/Automotive Data Services Pty Ltd (Redbook).

Dealers will not be involved in determining any "indicative drive away" prices, however dealers should contact carsales if they believe there has been an error in the categorisation of vehicles as either 'aged' or 'non-aged' or if there has been an error or omission in the description of the options which apply to the vehicle. carsales is not, and will not, be a party to any agreements or interactions between OEMs and Subscribers about the advertising of new cars.

carsales may, acting reasonably, edit Listings - including to add pricing information (for example indicative drive away price, estimated "excluding charges" price or price indicators), standard vehicle features, video content approved by OEMs and third party advertisements (for example for vehicle finance). You must notify carsales immediately if You become aware that any of this added information is inaccurate, misleading or prohibited under any agreement You may have with a third party.

Where You pay per Listing and either: (i) modify a key detail of an Item after publication (e.g. make, model, year, badge, series) and this results in a change in the Item's allocated Redbook code (vehicle identification), or (ii) exceed any lead cap contained in your Listings service PSS, You will be charged for a second Listing. In the case of modified vehicle details. carsales may in its discretion issue a credit if notified within 24 hours of the original Listing that a genuine mistake was made.

Some Items in Nexgate can, or must, be associated with Redbook vehicle specification data attributable to that Item. To ensure that accurate Redbook data is associated with the Item, you must provide the Item's build year. Failing to do so may result in inaccurate Redbook vehicle specification data being attributed to that Item.

Please see Your PSS for further restrictions on the material You can include in an advert.

3. Branding on carsales Network sites

To assist in making advertising accountable, no branding of any kind is permitted on the sites owned and/or operated by carsales ("carsales Network"), other than in respect of Brand New Cars in Stock or as otherwise confirmed by carsales in writing. In the case of Brand New Cars in Stock, carsales may include a dealer's name, address and franchise logo in the Listing and Subscriber grants carsales a sublicence to use its franchise logo for this purpose. This must be the only reference to such information within the Listing and Subscribers are prohibited from including the dealership name(s), address, location, phone number(s), email(s) or website(s) in photographs or comments which appear anywhere on the carsales Network sites.

You must not use key words within the comments of an advertisement that make reference to a vehicle/Item other than that being advertised ("key word spamming"). Key word spamming includes (but is not limited to) references to makes and/or models or vehicles other than the make/model in the Listing and references to functions or features which an Item does not have.

To prevent unauthorised branding, the carsales Network has in place systems which automatically or manually detect and remove unauthorised dealership name(s), phone number(s), website(s) or email(s) from dealer descriptions or comments, leaving the remaining comments intact. This system will also block any images (e.g. photographs of signage) that contain any of the above contents. Nexgate users will continue to see original comments and images in the 'Edit Inventory' pages of Nexgate; however, browsers will not see any unauthorised branding in the finished and published Listing.

You must not enhance photos through the use of distinguishing borders. If Subscribers ignore requests to remove branding, prohibited enhancements or keyword spamming from comments or photos or repeatedly include such elements in adverts, Listings may be blocked from browser view until such time as those elements have been removed. carsales may also take action to terminate the Subscriber's relevant Master Agreement and/or relevant PSS. For more information, please refer to carsales' Digital Image Policy below.

4. carsales' Digital Image Policy

1. Where photographs are included in Your advert, they must accurately represent the advertised Item and picture the advertised Item only.
2. It is Your responsibility to ensure that photographs are free from unauthorised branding and/or enhancements as outlined in clause 3 (Branding on carsales Network sites), including any material which, in the reasonable opinion of carsales, identifies the location of the Item or the dealership.

3. Photographs must not include non-Item advertising material (such as references to finance or trade in services available) in the first 8 photos. carsales approved content (for example provided by an OEM) is permitted if incorporated from the 9th photo in relation to a Listing. Such material must not include any branding or material from which the Subscriber's location or identity may be ascertained.
4. You must provide photographs in formats acceptable to carsales, specifically JPEG or jpg format. The optimal resolution for photographs is 1280x800 pixels (subject to change).
5. You acknowledge that carsales may review and block, edit or remove from display photographs that do not meet the above specifications at any time without prior notification.
6. You acknowledge that carsales has a licence to publish and use the Subscriber's photos as agreed in the Master Agreement.

5. Lead Services

a) What is the carsales Lead Service?
carsales connects Subscribers with sale prospects ("Leads") based on a variety of enquiry types (which types may be modified in carsales' reasonable discretion from time to time):

1. Enquiries submitted by an Enquirer using the online enquiry form provided on the Item detail page of Your carsales Network Listing.
2. Enquiries about new cars which may originate from a 'generic' or 'virtual' Listing on the carsales Network which displays a brand new car/Item which may or may not be in stock at Your dealership, but is available to order.
3. Enquiries made by an Enquirer phoning Call Connect, which is a telephone number provided by carsales and published on the used, demo and brand new in stock vehicle/Item details pages throughout the carsales Network.
4. Enquiries made by an Enquirer using the SMSConnect service, which is a service by which Enquirers can send an SMS message to a telephone number provided by carsales by using a click button whilst viewing a vehicle advert on mobile versions of the carsales Network website or via the carsales App.

Note: CallConnect Leads are recorded and stored in Nexgate for coaching and training purposes (unless a dealer elects not to have those call recordings made available in Nexgate). It is the responsibility of the Subscriber to notify all employees who may be in receipt of CallConnect Leads that their calls are being recorded. All dealer recipients of CallConnect Leads should ensure that they record the prospect's contact details received on any call and promptly enter those details into Nexgate.

Please note that Leads are only accessible to a Subscriber while it has an active Nexgate Account.

For details of Your specific Lead Services refer to Your Subscriber PSS or contact Your Account Manager.

b) When is a Lead chargeable?
carsales will charge You for prospects, known as Leads, in accordance with Your subscription PSS. Unless otherwise stated in Your PSS or covered under the Lead Credit Policy below, each Lead is chargeable- including those from interstate Enquirers. carsales provides Subscribers with the ability to reach buyers anywhere in Australia. Prospects have the ability to search by state and to refine their search by "post code search" and "region" in order to understand that Your Item may be located some distance from where they live. An interstate Lead has specifically chosen Your Item from thousands listed and their enquiries should always be treated as genuine.

<u>Form-submitted enquiries:</u>
A Lead is chargeable if the Enquirer has submitted their details using the online enquiry form published on the Item Listing and carsales has transmitted those details to the Subscriber's Nexgate Account.

<u>SMSConnect enquiries:</u>
A Lead is chargeable if a correctly formatted phone number of the Enquirer is transmitted to the Subscriber's Nexgate Account.

<u>CallConnect enquiries:</u>
A Lead is chargeable if an Enquirer has telephoned CallConnect and:

- a call recording of at least 30 seconds is present, or
- a correctly formatted contact phone number for the Lead has been delivered to the Subscriber's Nexgate Account.

References to "CallConnect" in this document include references to BikesalesConnect, BoatsalesConnect, CarsalesConnect etc (as applicable).

In rare circumstances, carsales may not be able to attribute a Lead to a specific Item. In such circumstances, the Lead will be charged per the Subscriber's most common Lead price tier for the previous billing month. Where the Subscriber has no prior billing month (eg new account) or received no Leads in the previous billing month, the unattributable Lead will be charged at

the highest Lead price tier for the current billing month.

c) Lead Credit Policy

carsales will provide the Subscriber with Lead credits to be offset against future Lead charges where a Subscriber has been charged for any of the following:

1. If two Leads containing the details of an Enquirer with the same email address or phone number is sent to a Subscriber within a 2 day period (even though this may be due to a dealer not having contacted the prospect).
2. A Lead that contains only an incorrectly formatted phone number and email address (both of which are deemed by carsales acting reasonably to be invalid). Where either the phone number or email address is correctly formatted, no Lead credit will be issued.
3. carsales provides Lead credits for international Leads unless they are; (i) Leads for boats; or (ii) carsales otherwise determines acting reasonably that the Enquirer is genuine.
4. Subscribers will not be charged for CallConnect enquiries in the instance where the call recording is not available in Nexgate or where the Subscriber has elected not to have call recordings available in Nexgate and one of the following has occurred:
   - The Enquirer's contact number has not been recorded, or
   - A caller with a blocked number has entered an obviously fictitious (incorrectly formatted) contact number.

d) How does carsales present my Leads?

1. Leads are automatically delivered to the Subscriber's Nexgate account, irrespective of whether they are chargeable or may be eligible for a Lead credit. This includes SMSConnect Leads and CallConnect Leads (which, where available, will include the call recording, date, time, call duration and source number). SMSConnect Leads include the Enquirer's phone number and may include a URL for the relevant Item and/or a message from the Enquirer.
2. All Leads are reviewed using an extensive set of guidelines. Non chargeable Leads are identified prior to invoicing where possible. The number of Leads is included on the Subscriber's monthly invoice.
3. Where 'enquiry arrival' notifications have been set up by the Subscriber, upon receipt of a Lead, carsales' system dispatches a 'Lead Alert Email' to the Subscriber's nominated email address/s (where applicable), but this notification system is not guaranteed. Nexgate should be regularly checked for new Leads to ensure a quick response to customers.
4. An optional SMS notification system is available (which may be for an additional charge if notified separately by carsales in writing). If the Subscriber opts into this functionality via Nexgate, upon receipt of a Lead, carsales' system dispatches an SMS to a nominated mobile number. This notification system is also not guaranteed and Nexgate should be regularly checked for new Leads to ensure a quick response to customers.

e) Lead query

contact Dealer

Services Team

8:30am to 7:00pm Monday through Friday (subject to change during daylight savings and holiday periods) (AEST/AEDT) Ph: 1300 728 800

For Support Queries:
Email support@carsales.net.au
Note: Applications for Lead credits and other billing queries must be raised within 30 days of invoice date. Lead credit requests can be made at http://creditrequest.carsalesnetwork.com.au.

6. Drive Away Price (DAP) Calculator (Applicable to automotive only)

The DAP Calculator is an Nexgate tool developed to help dealers comply with the latest Clarity in Pricing legislation and to make calculating the price of advertised vehicles as effortless and efficient as possible.

The DAP Calculator has a two-way function. The DAP Calculator can be used to apply state government charges and add the specified dealer delivery charge to calculate the Drive Away Price (**Estimated DAP Price**). The DAP Calculator can also be used to deduct state government charges from a proposed Drive Away Price to calculate the Excluding Government Charges Price (**Estimated EGC Price**). carsales regularly monitors government charges across all states to ensure that the DAP Calculator is using the most up to date data.

The DAP Calculator is available in Nexgate, free of charge to dealers, and is set up to price both used and brand new cars in stock. Please speak to Your Account Manager for assistance.

It is important to note:

1. The Subscriber's state, for the purposes of applying state government charges, is based on the postcode supplied by the Subscriber.
2. Only users with the ability to "Edit" Items in Nexgate can access the DAP Calculator tool.
3. It is the Subscriber's responsibility to confirm correct pricing for their Items is being displayed.

DAP Calculator Terms

1. Use of the DAP Calculator in Nexgate is subject to the following separate terms and conditions below ("DAP Calculator Terms"). Using the assigned username and password constitutes acceptance of the DAP Calculator Terms by the Subscriber. The DAP Calculator is provided to the Subscriber on the basis that the Subscriber has agreed to the DAP Calculator Terms.
2. Where the Subscriber enters a value in the 'EGC Price' field in Nexgate, the Subscriber can use the DAP Calculator to calculate the Estimated DAP Price.
3. Where the Subscriber enters a value in the 'DAP Price' field in Nexgate, the DAP Calculator will automatically calculate the Estimated EGC Price. Any value entered by the Subscriber in the 'EGC Price' field will be overridden by the Estimated EGC Price where that price is displayed on the carsales network.
4. The Subscriber acknowledges that the values calculated using the DAP Calculator are indicative only, and the Subscriber must check the accuracy of all information contained in a Listing prior to publication, or in the case of an automated batch load, immediately after publication. The Subscriber is responsible for checking the accuracy of all information included within any part of the calculation and/or published Listing. The Subscriber must keep the information current at all times. The Subscriber acknowledges that the values calculated using the DAP calculator will be dependent on the individual customer's circumstances.
5. Without informing the Subscriber, carsales may reconfigure the DAP Calculator to take into account changes in government and other charges that occur from time to time. In the case of a rounding requirement (e.g.where the DAP Calculator calculates an amount with cents), the value produced via the DAP Calculator will automatically be rounded up rather than rounded down.
6. To the extent permitted by law, the Subscriber agrees that carsales will have no liability to the Subscriber under the DAP Calculator Terms or in connection with the DAP Calculator including liability for any loss or damage (direct, indirect, consequential, loss of profits or otherwise) the Subscriber may incur (including loss or damage arising from negligence or fault of carsales) in connection with the DAP Calculator and/or the DAP Calculator Terms.

7. Bulk Email and Contact Watchers Services

Where these services are included in Your subscription:

1. It is the Subscriber's responsibility to ensure that only properly trained and authorised staff members use the Bulk Email Service and the Contact Watchers Service.
2. You agree that You will only use the Bulk Email or Contact Watchers Services in accordance with all applicable laws including the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth).
3. Where You use the Bulk Email or Contact Watchers Service to communicate offers to prospective customers, You represent and warrant that:
   i. You will include all relevant terms and conditions of Your offer or offers;
   ii. the offer(s) and any representations You make via these services are not misleading or deceptive; and
   iii. You will honour the Contact Watchers offer for any customer who submits an enquiry within the offer period specified by You.
4. any discount or features included in the offer(s) are not already included in any current Listing of the Item or Items.You further acknowledge that: (i) You are providing the offer to a third party and the offer is not being offered by or on behalf of carsales; and (ii) carsales takes no responsibility in relation to any such offer and will not be liable to any third party in any way in connection with any such offer.
5. carsales does not guarantee the delivery of messages or content over the internet, including via the Nexgate software. To the extent permitted by law, carsales disclaims any liability to the Subscriber for any loss or damage arising out of a delay or failure to deliver any communication or content to or from the Subscriber.

8. Dealer special offers, discounts and promotions

1. carsales may from time to time provide the Subscriber with functionality that enables the creation, display or communication of special offers, discounts, incentives or promotional pricing in relation to Items, including, by way of example, the Contact Watchers Service or Trade-in Bonus (together, **Offers**).
2. Where the Subscriber creates or communicates an Offer, the Subscriber acknowledges and agrees that:
   (a) the Offer is made by the Subscriber and not by or on behalf of carsales;
   (b) the Subscriber is solely responsible for the content, accuracy and compliance of the Offer; and
   (c) carsales does not review, approve or endorse any Offer.
3. Without limiting any other obligation under these Nexgate Terms, the Master Agreement or any applicable PSS or Trade-In Program Partner Deed, the Subscriber warrants that all Offers:
   (a) are accurate, genuine and not misleading or deceptive;
   (b) comply with all applicable Laws, including the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law; and
   (c) clearly disclose all material terms, limitations or eligibility criteria that apply to the Offer;
   (d) the discount or saving is genuine;
   (e) the price from which the discount is claimed was available in good faith for a reasonable period prior to the Offer; and
   (f) the Offer does not create a false or misleading impression as to price, value or availability.
4. The Subscriber is directed to guidance published by the Australian Competition and Consumer Commission (ACCC) in relation to pricing and promotions (including price displays and discounting) and agrees to review and comply with such guidance, as updated from time to time, including https://www.accc.gov.au/consumers/pricing/price-displays.
5. carsales may, acting reasonably and without limiting any other rights, suspend, remove or restrict the display of any Offer that carsales considers may breach these Nexgate Terms or applicable Laws.

9. OEM Special Offers

1. carsales may make available functionality that allows a Subscriber to display a badge, label or other placement on its new and demo Listings that refers to a “special offer” promoted by a relevant vehicle manufacturer or other third party (each, an "OEM Special Offer”). Examples of OEM Special Offers include pricing offers, trade‑in bonuses or cashback offers.
2. The Subscriber may elect to display OEM Special Offers on its Listings via Nexgate by reviewing and selecting an OEM Special Offer for that individual Listing.
3. While carsales will use reasonable care to reproduce OEM Special Offers from information made available by third parties, the Subscriber acknowledges and agrees that:
   (a) OEM Special Offers are made and offered by third parties including OEMs, not by carsales (and are displayed by carsales in an intermediary capacity only);
   (b) carsales does not approve, verify, endorse or guarantee any OEM Special Offer;
   (c) to the maximum extent permitted by applicable law, carsales does not warrant that any OEM Special Offer is accurate, complete, current, applicable or available in respect of any particular vehicle, Listing, dealer or purchaser;
   (d) the range of OEM Special Offers made available via Nexgate to the Subscriber may be incomplete or non-exhaustive, and carsales has no obligation to display any particular OEM Special Offer; and
   (e) it does not rely on carsales to verify, validate or ensure the accuracy or applicability of any OEM Special Offer and must review the relevant description and terms itself (and if needed, make enquiries with the relevant OEM or third party).
4. If the Subscriber elects to display an OEM Special Offer on a Listing, then it represents and warrants that:
   (a) it has reviewed the description and terms of that OEM Special Offer, and satisfied itself, and taken all reasonable steps to verify, that:
      i. the OEM Special Offer is accurately described and available for the relevant Listing;
      ii. all material terms for the OEM Special Offer have been clearly disclosed; and
      iii. the OEM Special Offer is genuine and not misleading or deceptive, and compliant with all applicable Laws, including the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law;
   (b) it will honour that OEM Special Offer in accordance with its relevant terms; and
   (c) it will promptly remove or disable any OEM Special Offer that is no longer accurate, misleading or available for that Listing.
5. To the maximum extent permitted by applicable law, carsales disclaims all liability arising from or in connection with any OEM Special Offer or the display, non-display or removal of an OEM Special Offer.

10. Subscriber Supplied Video

1. For the purpose of this clause, “Subscriber Video” means a video supplied by the Subscriber for the purposes of advertising an Item or dealership (where branding is expressly authorised by carsales) and "Video Rules" means

the set of rules entitled "Video Upload Rules" and hosted at https://help.carsales.com.au/hc/en-gb/articles/360023045972-Video-upload-rules

2. You must comply with the Video Rules at all times.
3. You must ensure that Your Subscriber Videos do not contain any branding, watermarks or material which:
   i. does not comply with all relevant laws including but not limited to the Competition and Consumer Act 2010 (Cth), the Privacy Act 1988 (Cth) and any financial services laws under the Corporations Act 2001 (Cth) or otherwise;
   ii. infringes the intellectual property rights of any person or breaches any duties towards any person;
   iii. is illegal, fraudulent, obscene, offensive, defamatory, or in any way unsuitable for people under the age of eighteen (18) years;
   iv. is misleading or deceptive or likely to mislead or deceive; or
   v. comprises anything which may adversely reflect on carsales or any website on which the Subscriber Video is published or suggests any endorsement by or affiliation with carsales or any website on which the Subscriber Video is published .
4. You, on behalf of the Subscriber, warrant that theSubscriber:
   i. has obtained all necessary prior consents from videographic subjects (e.g. staff or talent, whether appearing in person or by voice) for production and use of the Subscriber Video in accordance with these Nexgate Terms and any relevant PSS;
   ii. owns or is licensed to use all necessary intellectual property rights in all content contained within the Subscriber Video (including any background music); and
   iii. the publishing and use by carsales of the Subscriber Video in accordance with the Master Agreement, any relevant PSS and these Nexgate Terms will not infringe any third party rights.
5. Nothing in these Nexgate Term operates to transfer any intellectual property rights in Subscriber Videos to carsales. However, by submitting a Subscriber Video to carsales, the Subscriber grants a perpetual and irrevocable licence to carsales to:
   i. publish the Subscriber Video on the carsales Network, any other website, or other online or print based media; and
   ii. use, copy, distribute, edit and publish the Subscriber Video for any other related purpose, including for carsales' own marketing purposes.
6. carsales has sole editorial control in relation to a Subscriber Video (acting reasonably) including watermarking, data purification and augmentation and will not be liable for error, misplacement, amendment, and/or omission in relation to any Subscriber Video.
7. carsales may (acting reasonably) remove a Subscriber Video without notice at any time.

11. Lead Import Service

Where Your subscription includes the ability to import Leads into Nexgate from a third party system;

1. carsales does not represent or warrant that Nexgate is approved or endorsed by any third party for the management of their leads. This functionality depends on the third party system provider making the Leads available in the format and to the level of security reasonably specified by carsales from time to time and entering into an integration agreement with carsales.
2. You must not directly, or indirectly, authorise or allow any third party to access, transfer, export or remove any third party leads or carsales Leads from Nexgate without the prior written permission of carsales.
3. You must, at Your own expense, comply with all of carsales' reasonable directions to enable the sending of Leads to Your Nexgate account.
4. You warrant that You have obtained all necessary consents from the originating third party system provider and the prospective customer whose details are contained in each Lead to;
   (a) send carsales each Lead; and
   (b) grant carsales the licence set out at sub-clause 11(5) below;

   and You warrant that such activities comply with the Australian Privacy Principles under the Privacy Act 1988 (Cth) as though each party was an APP Entity.
5. You grant to carsales a perpetual and royalty free licence to use, copy, adapt, modify, distribute and sub license any Lead data for the purposes of;
   (a) providing goods or services to the Subscriber; and
   (b) creating data insights and products without disclosing personally identifiable information from the Leads or the source of the Lead data.

12. Inventory Distribution Service

Where Your subscription includes the ability to export inventory from Nexgate to a third party system;

1. For the purposes of this clause, the following definitions apply:

(a) "Authorised 3rd Party" means a third party approved by carsales which the Subscriber has nominated for carsales to transmit / send Photos and Data to;
(b) "CIL Image" means a carsales library image;
(c) "Data" means information in a Subscriber Listing (including information supplied by the Subscriber to carsales in relation to Subscriber's Item);
(d) "Photos" means images in relation to Items supplied by the Subscriber to carsales under this PSS together with CIL Images where supplied originally by carsales in relation to an Item; and
(e) "Services" means the transfer by carsales of Photos and Data to Authorised 3rd Parties.

2. Request for the Services and all set up information must be provided by the Subscriber only. carsales will not accept requests or queries from any Authorised 3rd Party or other third party seeking to become an Authorised 3rd Party.
3. carsales may limit the number of CIL Images to be transferred to Authorised 3rd Parties in its sole discretion.
4. carsales will use reasonable endeavours to supply Data and Photos from time to time as and when available.
5. Any new Authorised 3rd Party will be subject to carsales' prior written consent. Authorised 3rd Parties may be required to enter into an agreement directly with carsales and to maintain their integration.You must not authorise or permit any person (including an Authorised 3rd Party) to resupply the Subscriber's Data or Photos to third parties. In particular, Subscriber must not permit an Authorised 3rd Party to onsupply the Data or Photos to Facebook Marketplace.
6. carsales provides no warranty or representation that the Data or Photos will be supplied in accordance with the Subscriber's publication deadlines, schedules or other requirements and, to the extent permitted under applicable law, excludes any liability arising from any failure to supply the Data or Photos or delay in doing the same
7. carsales may alter, augment, edit, clean or otherwise change the Data or Photos, in carsales' discretion (acting reasonably), to enable carsales to supply the Data and Photos to the Authorised 3rd Party.
8. carsales is under no obligation in relation to Data or Photos once supplied to the Authorised 3rd Party including correcting, updating or editing any specific Data or Photos.

13. Subscriber publishing rules

1. The Subscriber may choose to apply its own publishing rules ("Rules") to its Listings published on the carsales Network and/or Listings published on websites operated by Authorised 3rd Parties (where such service is being utilised per clause 12 above) by submitting a written request to the Dealer Services Team. The choice to apply Rules via this method is in the sole control of the Subscriber, and may result in fewer Listings being displayed on the carsales Network or websites operated by Authorised 3rd Parties. Where Subscriber chooses to apply Rules, to the extent permitted by applicable laws, carsales will not be liable to Subscriber for any loss or damage arising out of the application of the Rules. carsales will use all reasonable endeavours to implement the Rules as nominated by the Subscriber, but to the extent permitted by applicable laws, carsales will not be liable for failure outside of carsales' reasonable control.

14. Nexgate Browser Extension

Where you elect to use the Nexgate Browser Extension (**Extension**):

1. The Extension is an optional browser-based tool which enables users to collect data fields from third party websites, which can be used with Nexgate Sourcing to support your vehicle sourcing operations and/or other Nexgate capabilities. This may include using listing data collected via the Extension across Nexgate services to support and improve related carsales product functionality.
2. You are responsible for downloading the Extension and configuring the domains from which data will be collected.
3. Use of the Extension requires an applicable Nexgate subscription. You will be charged for each registration search performed via the Extension, consistent with charges applicable to the standard Nexgate Registration Search service.
4. By using the Extension, you acknowledge and agree that:
   (a) You have the right to view the data and transmit it to Nexgate for the uses described in this clause 14;
   (b) You will not violate any third-party website terms of use or intellectual property rights, or cause carsales to do the same;
   (c) carsales does not control or verify the accuracy or completeness of any data obtained via the Extension;
   (d) the Extension uses AI functionality which may produce errors or inaccuracies. You should independently verify any information before relying on it; and
   (e) listing data collected via the Extension may also be used across Nexgate and/or carsales products and services to enrich relevant third party website listing information and make that information available within those products or services for the benefit of active subscribers.

15. Artificial Intelligence (AI)

1. Nexgate includes AI-powered features. These features may produce false, inaccurate, or incomplete information. You should independently verify any AI-generated outputs. To the extent permitted by law, carsales is not liable for any reliance on AI-generated information.

16. Fair Use

1. You must use Nexgate, and any product, service or functionality made available to You via Nexgate (whether available now or introduced in the future), fairly, reasonably and for the genuine business purposes for which it is provided. You must not use, or attempt to use, Nexgate or any such product, service or functionality in a manner that is excessive or abnormal compared to ordinary use by Subscribers, or in a manner that carsales considers, acting reasonably, may adversely affect the availability, security, integrity or performance of Nexgate, or any other carsales systems, for carsales or any other Subscriber.
2. Where carsales considers, acting reasonably, that Your use of Nexgate or any product, service or functionality breaches subclause 16(1), carsales may limit, suspend or terminate Your access to the relevant product, service or functionality, including by automated means and without prior notice.
3. This clause 16 does not apply where a specific fair use, usage limit or similar policy applies to a particular product, service or functionality. Any such specific policy takes precedence over this clause 16 to the extent of any inconsistency. This clause also does not limit or affect any specific usage allowance, threshold or fee set out in a PSS.

17. Promotional Pricing and Quantities

1. carsales may, from time to time and acting reasonably, offer promotional pricing or promotional quantities, allowances or thresholds (each, a "Promotion") in relation to any product, service or functionality made available via Nexgate on terms and for a duration determined by carsales.
2. A Promotion applies only for the period specified by carsales, does not vary Your PSS, and does not create any ongoing or future entitlement. On expiry (or earlier ending) of that period, the pricing, quantities, allowances and thresholds set out in Your PSS apply, without carsales being required to give further notice.

18. General

1. carsales may alter these Nexgate Terms by publishing the amended terms and conditions on Nexgate. Subject to the terms of any applicable PSS, carsales may cease to offer any of its services at any time without notice to the Subscriber.
2. The Subscriber agrees to indemnify carsales (and its subsidiaries, employees and officers) and hold those parties harmless against all loss, actions, proceedings, costs and expenses (including legal fees) claims and damages incurred by them directly or indirectly as a result of the Subscriber's breach of any of these Nexgate Terms.
3. To the full extent permitted by law, all guarantees and implied and express warranties in respect of the services provided by carsales are hereby excluded. These terms do not affect any right or remedy available to You under the Australian Consumer Law to the extent such right or remedy cannot be excluded, restricted or modified.
4. Subject to subclause 18(5) below, and except to the extent that liability cannot be excluded, carsales will not be liable for loss or damage (whether arising in contract, tort (including negligence), indemnity, strict liability, breach of warranty or statute) arising out Your access or use of carsales' services, any inaccuracies in information displayed via the services or any interruption, delay, transmission failure or malfunction of any service.
5. To the full extent permitted by law, carsales will only be liable to You or a Subscriber:
   pursuant to any guarantee, right or contractual term that arises, is created or is implied by operation of law and that cannot be excluded provided that any such liability of carsales is limited at carsales' option to:
   - supplying the relevant services again or
   - paying the cost of such replacement, repairs or supply; or
   - Subject always to subclause 18(6) below, if Your claim arises from or in connection with any deliberate breach of these Nexgate Terms or fraud by carsales.
6. To the full extent permitted by law, carsales will not be liable to You or a Subscriber for loss of use, production, profit, revenue, business, data, contractor anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage howsoever caused.
7. For the purposes of this clause, the term "carsales" will mean carsales, its officers, employees, contractors and agents, whether individually or collectively.