

MyPickles Account Terms and Conditions

Effective 1 June 2026

These MyPickles Account Terms and Conditions govern the creation, maintenance and use of a MyPickles account.

1. Application and acceptance

- a. These Terms and Conditions apply to any person who applies for, creates, accesses or uses a MyPickles account.
- b. By creating, accessing or using a MyPickles account, the Customer:
 - i. applies for and agrees to hold a MyPickles account on these Terms and Conditions;
 - ii. acknowledges that these Terms and Conditions are legally binding; and
 - iii. agrees to comply with all applicable Published Terms.
- c. Pickles may refuse any application for a MyPickles account, or approve an application subject to reasonable conditions, in its absolute discretion.
- d. A MyPickles account is personal to the approved member or, where the account is established for an entity, to that entity and its authorised Representatives approved by Pickles.

2. Definitions

In these Terms and Conditions, unless the context otherwise requires:

Customer means the Member and, where applicable, each Representative of the Member.

Member means the person or entity in whose name the Member Account is established.

Member Account means a MyPickles account created or used to access the Platform.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Pickles means Pickles Auctions Pty. Limited (ACN 003 417 650) trading as Pickles Auctions and includes, where the context permits, its related bodies corporate, employees, agents and contractors.

Platform means MyPickles and any related Pickles website, portal, app, bidding system or digital interface through which a Customer may register, bid, buy, negotiate, transact, view, manage or collect items.

Published Terms means all terms, conditions, policies, notices, disclaimers, collection requirements, payment requirements, auction rules, sale rules, item-specific conditions, website notices and other terms published by Pickles from time to time, including any terms applying to auction sales, online sales, Buy Now sales, Pickles Direct sales, tender or EOI processes, fees, payment methods, collection, transport, WHS, privacy, identity verification and acceptable use.

Representative means any director, officer, employee, contractor, agent or other person who creates, accesses or uses a Member Account on behalf of the Member.

3. Relationship with Published Terms

- a. These Terms and Conditions apply in addition to the Published Terms.
- b. Without limitation, the Customer acknowledges and agrees that:
 - i. separate terms may apply to the registration for, bidding on, purchase of, payment for, collection of or use of any item or service;
 - ii. item-specific conditions, sale-specific conditions and platform-specific conditions may apply; and
 - iii. by participating in any transaction through the Platform, the Customer will be bound by the Published Terms applicable to that transaction.
- c. To the extent of any inconsistency:
 - i. item-specific or sale-specific terms prevail over these Terms and Conditions to the extent of the inconsistency; and
 - ii. these Terms and Conditions prevail over any inconsistent statement on the Platform that is not expressly stated to form part of the contractual terms.
 - iii. nothing in these Terms and Conditions or any Published Terms limits or excludes any right or remedy that cannot lawfully be excluded or limited.

4. Eligibility, authority and verification

- a. The Customer represents and warrants to the extent reasonably within its knowledge and control, on a continuing basis that:
 - i. if the Member is an individual, the individual is at least 18 years of age and has full legal capacity;
 - ii. if the Member is a company, partnership, trust, incorporated association, government body or other entity, it is validly constituted and the person creating or using the Member Account is duly authorised to do so;
 - iii. all information provided to Pickles is complete, accurate, current and not misleading or deceptive;
 - iv. the Member Account is being established and used only for lawful purposes; and
 - v. the Customer has the capacity and authority to enter into binding transactions through the Platform.
- b. As a condition precedent to creation and activation of a Member Account, Pickles may require the Customer to complete such identity, authority and other verification checks as Pickles determines are necessary.
- c. The Customer acknowledges that verification will ordinarily occur at the time of account creation, but Pickles may at any time after creation of the Member Account require the Customer or any Representative to undergo further, updated or repeat verification checks.
- d. The Customer must promptly provide all information, records and documents reasonably requested by Pickles for any verification required under this clause 4, whether at the time of account creation or at any time thereafter, including to verify:
 - i. identity;
 - ii. age;
 - iii. address;
 - iv. ABN, ACN or other entity details;

- v. beneficial ownership or control;
- vi. authority to act for another person or entity;
- vii. source of funds or payment authority; and
- viii. any other matter relevant to compliance, risk, fraud prevention, transaction integrity or the continued operation of the Member Account.

Information collected under this clause will be handled in accordance with clause 13 and Pickles' privacy policy

- e. The Customer acknowledges that creation or activation of a Member Account does not of itself entitle the Customer to participate in any transaction or to make payment for, collect or obtain release of any item. Pickles may require additional, updated or transaction-specific verification at any time and is not obliged to permit any transaction, payment, collection or release unless and until all such verification requirements have been met to Pickles' reasonable satisfaction.
- f. Pickles may suspend, restrict, refuse activation of, refuse continued access to, or terminate a Member Account if the Customer fails to satisfy any verification requirement to Pickles' satisfaction.

5. Truthful account creation and ongoing accuracy

- a. The Customer must ensure that all information submitted in connection with the Member Account is true, accurate, current and complete.
- b. The Customer must not:
 - i. create a Member Account in a false name;
 - ii. impersonate another person;
 - iii. use another person's identity, details, email address or payment instrument without authority;
 - iv. conceal the identity of the true principal for whom the Member Account is being used;
 - v. provide false, incomplete or misleading business, licensing, registration or tax information; or
 - vi. create multiple Member Accounts for the purpose of avoiding restrictions, fees, suspensions, verification requirements or other controls imposed by Pickles.
- c. The Customer must promptly update the Member Account if any information previously provided changes, including name, address, email address, phone number, entity status, authorised Representatives, payment details, licensing status or insolvency status.
- d. The Customer acknowledges that Pickles may rely on any information recorded in the Member Account and any failure to maintain accurate information is at the Customer's risk.

6. Representatives and account responsibility

- a. If a Member Account is established for an entity:
 - i. only Representatives authorised by the Member may access or use the Member Account;
 - ii. the Member is responsible for all acts and omissions of its Representatives in connection with the Member Account and the Platform; and

- iii. each act done through the Member Account by a Representative will be deemed to be an act of the Member.
- b. The Member must ensure that its Representatives are trained in, and comply with, these Terms and Conditions and all Published Terms.
- c. The Member must immediately revoke access for any Representative who ceases to be authorised and must notify Pickles promptly of that change.
- d. Pickles may require separate logins, credentials, approvals or identity checks for different Representatives.

7. User IDs, passwords and account security

- a. Login credentials, passwords, verification codes and other security details must be kept confidential and secure.
- b. The Customer must not:
 - i. share login credentials;
 - ii. permit unauthorised access to the Member Account;
 - iii. allow one person to use another person's credentials; or
 - iv. circumvent any security or authentication measure implemented by Pickles.
- c. The Customer must notify Pickles immediately if the Customer becomes aware of, or suspects:
 - i. unauthorised access to the Member Account;
 - ii. credential compromise;
 - iii. misuse of the Member Account;
 - iv. fraudulent or suspicious activity; or
 - v. any security incident that may affect Pickles, the Platform or any transaction.
- d. The Customer is responsible for all activity conducted through the Member Account unless and to the extent caused by Pickles' negligence, fraud, wilful misconduct or breach of law.

8. Electronic communications, records and instructions

- a. The Customer consents to communications, notices, invoices, disclosures, approvals, demands and other records being given electronically.
- b. The Customer acknowledges and agrees that:
 - i. electronic records generated by Pickles systems may be relied upon by Pickles as evidence of Member Account activity, registrations, bids, offers, purchases, payment status, acknowledgements and instructions;
 - ii. use of the Member Account, or entry of the Customer's login credentials or other identifiable information, may be treated by Pickles as the Customer's act; and
 - iii. Pickles' electronic records are evidence of the matters to which they relate unless proven to be incorrect.

9. Customer conduct and behavioural standards

- a. The Customer must use the Platform lawfully, honestly and in a manner that does not damage Pickles' reputation, systems, personnel, vendors, buyers or other customers.
- b. Without limitation, the Customer must not:
 - i. engage in abusive, threatening, harassing, discriminatory, obscene or offensive conduct toward Pickles staff, contractors, agents, vendors, other customers or any person attending a Pickles site;

- ii. manipulate, disrupt or interfere with any auction, sale process, negotiation, listing, bid, offer, inspection, payment or collection process;
 - iii. engage in bid manipulation, sham bidding, collusive conduct, market manipulation or any other improper conduct;
 - iv. use the Platform in a way that is misleading, deceptive, fraudulent or unlawful;
 - v. upload, transmit or introduce malicious code, harmful software or any material designed to disrupt the Platform;
 - vi. scrape, harvest, copy or exploit Platform data except as expressly permitted by Pickles;
 - vii. use the Platform to infringe another person's rights, including privacy, confidentiality or intellectual property rights;
 - viii. attempt to bypass any Platform restrictions, access controls or eligibility criteria;
 - ix. submit false complaints, false claims or vexatious demands; or
 - x. engage in any conduct which Pickles reasonably considers to be unacceptable, unsafe, improper, unlawful or inconsistent with the proper operation of the Platform or Pickles' business.
- c. The Customer must comply with all reasonable directions of Pickles in relation to safety, security, conduct, inspections, access, collection and use of the Platform.

10. Compliance with payment requirements

- a. The Customer must make all payments:
- i. in accordance with the applicable Published Terms;
 - ii. by the due date;
 - iii. in cleared funds; and
 - iv. by a payment method approved by Pickles.
- b. The Customer must not make, procure or permit any payment reversal, chargeback, dishonour, clawback or unauthorised payment dispute except where genuinely and lawfully disputed in good faith. Without limitation, a payment dispute is not genuine for the purposes of this clause where it arises solely because the Customer has changed their mind, wishes to cancel the purchase, or is dissatisfied with the condition, quality, suitability or attributes of an item, except to the extent expressly permitted under the applicable Published Terms or required by law
- c. If Pickles reasonably suspects fraud, money laundering, unauthorised payment activity or other financial crime risk, Pickles may delay, withhold, reject, reverse, quarantine or investigate a transaction or suspend the Member Account.
- d. Pickles may apply any money held by Pickles or any related entity on behalf of the Customer toward any amount owed by the Customer to Pickles, to the extent permitted by law and the applicable Published Terms.

11. Compliance with collection and post-sale requirements

- a. If the Customer purchases or successfully secures an item through the Platform, the Customer must:
- i. comply with all collection requirements, deadlines, booking requirements and site rules;
 - ii. ensure that persons attending for collection are properly authorised, competent and safe;

- iii. comply with all applicable work health and safety requirements;
 - iv. provide any release, authority, identification or collection documentation required by Pickles; and
 - v. remove purchased items within the time required by the applicable Published Terms.
- b. The Customer acknowledges that storage charges, access restrictions, cancellation rights, resale rights or other consequences may apply if payment or collection is delayed or not completed in accordance with the applicable Published Terms.

12. Platform availability and no reliance

- a. Pickles does not warrant that the Platform will be uninterrupted, error-free, secure or continuously available.
- b. The Customer acknowledges that delays, outages, processing failures, cyber incidents, maintenance events or third-party service disruptions may occur.
- c. To the maximum extent permitted by law, and subject to clause 18a Pickles is not liable for any loss arising from:
 - i. inability to access the Platform;
 - ii. delayed or failed transmission of a bid, offer, instruction or communication;
 - iii. system outage or latency;
 - iv. unauthorised use of the Member Account not caused by Pickles' breach; or
 - v. the Customer's own systems, internet service, hardware or software.

13. Privacy, data use and disclosure

- a. The Customer consents to Pickles collecting, holding, using and disclosing information, including Personal Information, for purposes connected with:
 - i. account creation and administration;
 - ii. identity verification and fraud prevention;
 - iii. compliance, legal and risk management;
 - iv. bidding, buying, payment, collection and related services;
 - v. direct marketing in accordance with applicable laws, including the Spam Act 2003 (Cth) and
 - vi. any other purpose described in Pickles' privacy policy or otherwise notified to the Customer.
- b. The Customer warrants that if it provides Personal Information about another individual to Pickles, it has all necessary authority and has made all necessary disclosures to permit Pickles to collect, use and disclose that information in accordance with these Terms and Conditions and Pickles' privacy policy.

14. Published information and transactional acknowledgements

- a. The Customer acknowledges that information made available through the Platform may include vendor-supplied information, listing information, condition reports, inspection reports, photographs, disclaimers, sale notes and item-specific disclosures.
- b. Unless expressly stated otherwise by Pickles in writing, the Customer agrees that Pickles may publish, reproduce, relay or make available information supplied by vendors or other third parties without adopting that information as Pickles' own representation.

- c. The Customer remains responsible for conducting its own due diligence in relation to any item, transaction, payment obligation, collection requirement, licensing issue, registration issue, WOVR status, safety issue or other matter relevant to a purchase.

15. Suspension, restriction and termination

- a. Pickles may, at any time and with immediate effect, suspend, restrict, deactivate or terminate a Member Account, or refuse any transaction, registration, bid, offer, payment or collection request, if:
 - i. the Customer breaches these Terms and Conditions or any Published Terms;
 - ii. any information provided by the Customer is or becomes false, inaccurate, incomplete or misleading;
 - iii. Pickles cannot verify, or ceases to be satisfied as to, the Customer's identity, authority, payment method or other required information;
 - iv. the Customer fails to comply with any initial, additional, updated or ongoing verification requirement imposed by Pickles;
 - v. the Customer engages in bad behaviour, abusive conduct, unsafe conduct or misconduct toward Pickles personnel, vendors, customers or other third parties;
 - vi. Pickles reasonably suspects fraud, illegality, collusion, security risk, unauthorised access, sanction risk, insolvency risk or other unacceptable risk;
 - vii. the Customer fails to pay any amount when due;
 - viii. the Customer fails to collect an item in accordance with applicable requirements;
 - ix. the Customer's conduct exposes or may expose Pickles to liability, regulatory concern, reputational harm or operational disruption; or
 - x. Pickles otherwise considers the suspension, restriction or termination reasonably necessary to protect its legitimate business interests, systems, personnel or customers.
- b. Suspension, restriction or termination of a Member Account does not affect:
 - i. any accrued rights of Pickles;
 - ii. any transaction already entered into;
 - iii. any amount owing by the Customer; or
 - iv. any indemnity or other provision which by its nature is intended to survive termination.
- c. Pickles is not obliged to reinstate any suspended or terminated Member Account.

16. Consequences of breach

- a. If the Customer breaches these Terms and Conditions or any Published Terms, Pickles may, without limiting any other rights it has:
 - i. issue a warning;
 - ii. require initial, additional, updated or repeat verification or security steps;
 - iii. suspend or permanently disable the Member Account;
 - iv. cancel registrations, bids, offers, purchases or collections;
 - v. retain deposits or other monies to the extent permitted by the applicable Published Terms;
 - vi. report the conduct to vendors, financiers, regulators, law enforcement or other relevant third parties;
 - vii. deny access to Pickles sites, auctions or services; and

- viii. recover from the Customer any loss, cost, damage or expense suffered or incurred by Pickles as a result of the breach.

17. Indemnity

- a. To the maximum extent permitted by law, the Customer indemnifies Pickles against all loss, damage, liability, cost and expense incurred by Pickles arising out of or in connection with:
 - i. any breach of these Terms and Conditions or any Published Terms by the Customer;
 - ii. any false, misleading or incomplete information provided by the Customer;
 - iii. any unauthorised, unlawful or improper use of the Member Account;
 - iv. any act or omission of a Representative;
 - v. any claim by a third party arising from the Customer's conduct, transaction, payment failure, collection conduct or use of the Platform; and
 - vi. any fraud, negligence, wilful misconduct or unlawful act or omission by the Customer.
- b. Clause 17(a) does not apply to the extent the relevant loss was caused by Pickles' fraud, wilful misconduct or breach of a non-excludable legal obligation.

18. Limitation and exclusions

- a. Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified.
- b. Subject to clause 18(a), to the maximum extent permitted by law:
 - i. Pickles excludes all warranties, representations and guarantees not expressly set out in these Terms and Conditions; and
 - ii. Pickles is not liable for any indirect, consequential, special or exemplary loss, or any loss of profit, revenue, business opportunity, goodwill or anticipated savings arising out of or in connection with the Member Account or use of the Platform.
- c. Where liability cannot be excluded but can be limited, Pickles' liability is limited to the maximum extent permitted by law.

19. Variation

- a. Pickles may amend these Terms and Conditions at any time by publishing an updated version on the Platform or otherwise notifying the Customer.
- b. The amended Terms and Conditions take effect from the date specified in the updated version or notice.
- c. Continued use of the Member Account after the effective date of an amendment constitutes acceptance of the amended Terms and Conditions provided that reasonable notice of the amendment has been given.

20. Notices

- a. A notice or communication from Pickles to the Customer may be given by email, SMS, in-platform notification, publication on the Platform or any other reasonable electronic means.
- b. The Customer is responsible for maintaining current contact details and checking for notices issued by Pickles.

21. General

- a. These Terms and Conditions are governed by the laws of New South Wales, unless the applicable Published Terms for a particular sale specify another governing law.
- b. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts hearing appeals from them, unless the applicable Published Terms for a particular sale specify otherwise.
- c. If any provision of these Terms and Conditions is invalid or unenforceable, that provision will be severed and the remainder will continue in full force and effect.
- d. A failure or delay by Pickles to exercise a right does not operate as a waiver.
- e. These Terms and Conditions may be accepted electronically and may be proved by electronic records.
- f. These Terms and Conditions survive termination of the Member Account to the extent necessary to give effect to rights and obligations accrued before termination and any provision which by its nature survives termination.