

HOTLOTZ TERMS AND CONDITIONS

By accessing or using any HotLotz website, webpage, mobile application, products, services, information, content, features or premises from time to time (HotLotz Properties), you acknowledge that you have read, understood and accepted these Terms & Conditions, including our Data Protection Policy and the exclusions and limitations of liability set out in these Terms & Conditions, as amended, modified, added to, removed or otherwise updated from time to time.

We will provide you with 30 days' notice of any such updates to our Terms & Conditions on www.hotlotz.com or otherwise in writing to you.

"HotLotz", "we", "our" and "us" refers to HotLotz Pte Ltd (Company Number 200524698M) or HotLotz Canteen Pte Ltd (Company Number 201539029G) as applicable.

Please note that HotLotz Properties are not intended, and may not be appropriate or legal, for minors or may contain information or material that you may find offensive or harmful in some way. By accessing or using any HotLotz Properties, you confirm that you are not a minor and acknowledge that HotLotz Properties may not be suitable for you.

MEMBERSHIP

HotLotz may require that you become a HotLotz member to access or use HotLotz Properties. When registering to become a member, you may be required to supply information including valid bank, debit card, credit card or other accepted payment information. If you do not do so, you may not be able to use HotLotz Properties.

You agree to provide true, accurate, current and complete information about yourself as prompted by any registration form that you may fill out and to maintain and promptly update your information to keep it true, accurate, current and complete. You can change your membership or account information from time to time through your online account or by contacting us.

You are responsible for maintaining the confidentiality of your membership and account information and any passwords or digital signatures and are fully responsible for all activities that occur under your membership or account, passwords or digital signatures. You agree to immediately notify HotLotz of any unauthorized use of your membership or account, passwords or digital signatures or any other breach of security.

HotLotz reserves the right, in our absolute discretion, to reject, disable or deactivate your registration or membership at any time or to refuse your entry into, or participation in or at, or to require your removal from, any HotLotz Properties at any time. We may terminate or discontinue all or part of any HotLotz Properties for any reason at our discretion to any one or more person.

HotLotz reserves the right to charge any debit or credit card associated with your membership or account if any payment or amount is due or owing and has not been settled by other agreed means.

Please note that payments may incur a cross-border transaction fee. If you think this may apply to you, please check with your card issuer before proceeding.

HotLotz may require the production of information relating to your identity or creditworthiness, or bank or other financial references or that you meet certain qualifications, at any time. HotLotz may also require deposits to be made to HotLotz. Your deposit may be returned to you or used to offset any amount owing by you at any time as determined by HotLotz.

HotLotz is committed to the deterrence and detection of money laundering and operates checks and controls for this purpose.

BUYING AND SELLING

HotLotz will often be selling an item as the agent of a third party seller. This means that HotLotz is providing services to the third party seller to help them sell their item and that HotLotz is concluding the contract for the sale of the item as agent on behalf of that third party seller.

When HotLotz is the agent of the third party seller, the contract for the sale and purchase of the item will be directly between you and the third party seller (and will not be between you and HotLotz).

In some cases the item may be owned by HotLotz, in which case we will be the seller.

You accept that in consigning any item to HotLotz, or making any bid or indication to or through HotLotz that you wish to buy an item (as determined by HotLotz in its sole opinion), you are making an offer to sell the item, or buy the item (as applicable), and that HotLotz may, whether as agent or otherwise, accept the offer and thereafter conclude the relevant transaction (including making or processing, as applicable, any relevant payment together with any seller's or buyer's premium and all applicable taxes, plus all other applicable charges referred to in these Terms & Conditions).

The sale and purchase will become binding on the buyer and the seller and a contract for the item formed, at the time the buyer's offer for the item in any auction or sale is accepted by HotLotz (which in an auction will be the fall of the hammer or equivalent online), whether or not payment is made or processed immediately or at a later time. We will specify the forms of payment available to a buyer.

As soon as a buyer places any bid amount, the bid is submitted. The buyer accepts and agrees that bids submitted by or on behalf of that buyer are final and that the buyer may not, under any circumstances, be permitted to amend, retract or revoke the bid. We are not responsible for any errors any buyer makes in bidding.

We do not accept responsibility for notifying a buyer of the result of any bids.

HotLotz records which relate to the sale will be taken as absolute and final in all disputes, including if there is any discrepancy with any other records or messages.

HotLotz reserves the right to restart, delay or cancel an auction or to restart, delay or cancel any bidding on any particular item if it considers it is appropriate and reasonable to do so.

HotLotz reserves the right, in our absolute discretion, to apply bidding minimums (reserves), increments or limits for any bidder or for any auction, sale or item or to raise, lower, change or rescind any such amounts at any time (in accordance with any agreement in writing with any relevant consigner). HotLotz may, in our absolute discretion, apply bid cut off times or change them at any time.

If a minimum sale price for an item has not been agreed in writing between a seller and us, or the minimum price or reserve has been agreed as zero, sell or similar, we may sell the item (whether by auction or otherwise) without any minimum amount or reserve.

When you consign an item, we will ask you whether if the item is not sold at the relevant auction (or, if we permit, any subsequent auction(s) up to a maximum number of three auctions in total), you would like us to cancel the sale of the item or reduce the original minimum sale price by up to 50% (as we may determine) of the original minimum sale price.

In any event, if the item is not sold at the initial auction, we may cancel the sale of the item at any time thereafter or allow the item to be included in any subsequent auction(s) at our option.

HotLotz may show amounts in different currencies. Any amount other than in the currency of the auction or sale is for guidance only and we cannot be bound by any rate of exchange shown.

All amounts are in the currency in which the sale or auction takes place, unless expressly indicated otherwise. We may convert any other amount into the local currency, or vice versa, on the day of any sale at any exchange rate reasonably determined by us.

HotLotz reserves the right, in our absolute discretion at any time, to refuse or rescind any consignment, bid or offer to purchase (even those that have been previously accepted), refuse to award or sell items prior to, during or even after the close of any auction or sale, withdraw or divide any item, combine any two or more items or restart or continue the bidding or re-offer the item as a new item at a fixed price.

No seller, nor any person on its behalf (other than HotLotz), may bid for the seller's item in any auction (although we reserve the right to sell the item to the seller if it so bids). Please note that employees of HotLotz may bid for or purchase any item.

You will not make any announcement about the sale or purchase of any item.

If you are consigning any item to HotLotz, further details regarding your consignment may be agreed in writing between you and HotLotz.

If a seller decides to withdraw an item prior to any sale to a buyer, or does not provide us with any item which the seller has agreed to consign to us by the time required, we may charge that seller an amount equal to 20% (twenty percent) of the low estimate for the item agreed between us and that seller or otherwise determined by us in our absolute discretion.

There may be limitations and restrictions regarding the export or import or resale of items. Certain licenses or permits may be required for items. It is the sole responsibility of the seller and buyer to determine whether items can be exported, imported, transported or resold, or whether any licence or permit is required in relation to any item and to comply with any relevant laws and regulations.

Any such limitation, restriction, licence, permit, law or regulation will not affect your obligation to make full payment on the payment due date nor our right to charge interest or storage charges on late payment. Any delay in obtaining any licence or permit or complying with any law or regulation by you will not justify rescission of any contract by you nor a delay in you making full payment, and we will not be obliged to refund any interest or other expenses incurred.

INFORMATION PROVIDED BY HOTLOTZ

Estimates and valuations are based on the condition, rarity, quality and provenance of the item, on prices recently paid at auction for similar property and on information provided by the seller. Estimates and valuations are subjective and subject to change at any time. Any estimate is only an expression of our opinion of a range within which we think the sale price at auction is likely to be rather than a valuation. Any valuation is indicative only and may not reflect the actual value of an item.

Neither you, nor anyone else, may rely on any estimate or valuation (whether orally or in writing) as a prediction or guarantee of the value, selling price or likely future selling price of an item.

Estimates and valuations do not include taxes, royalties, commission, transportation or other amounts payable.

Our description of any item and any condition report and any other statement made or information given by us (whether orally or in writing) about any item, including about its nature, condition, genuineness, authorship, attribution, history, background, authenticity, artist, style, period, age, origin, materials, approximate dimensions or provenance are our honest opinion. In reaching our opinion we use the standard of care a buyer would reasonably expect from an auction house of HotLotz standing taking into account the item and information provided by the seller. We only make limited visual inspections of items and we do not carry out any research, investigation or testing.

Any description or marketing or promotional material may be changed or revised by us by us altering the description or material. We may revise any estimate or valuation at any time by us altering the estimate or valuation, but if prior to the first auction or sale in which the item is featured the revised estimate is lower than the reserve agreed with you we will agree another reserve with you or if we have not done so at any time we may cancel the sale of the item.

Please note that items may not be authentic, complete, safe or lawful in every circumstance. All dimensions and weights are approximate only.

We do not make any promise, undertaking, obligation, guarantee, warranty or representation in relation to any description, estimate, valuation, information or opinion regarding an item, including as to its accuracy. Any presentation, talk, information or materials provided by us should not be relied upon as giving expert advice or used for any learning, development or training purposes.

The condition of items sold through or by us can vary widely due to factors such as age, previous damage, restoration, natural variations, repair and wear and tear. The nature of the items sold means that they will rarely be in perfect condition. Items may have been restored, repaired, treated, damaged or altered and may not be original or genuine or may include parts which are not original. Items are sold in the condition they are in at the time of the sale.

Any reference to an item's condition will not amount to a full and complete description of its condition, and images may not show the condition of an item clearly. Information about an item's condition may be available to help you evaluate the condition of an item. Information about an item's condition is provided free of charge as a convenience to our buyers and are for guidance only. It offers our honest opinion but may not refer to all faults, restoration, alteration or adaptation because our staff are not professional restorers or conservators. For that reason it is not an alternative to taking your own professional advice.

Information may contain inaccuracies or errors including in the quality of digital information or images. We make no representation about the accuracy, reliability, completeness, or timeliness of information or content or about the results to be obtained from using HotLotz Properties. HotLotz shall not be held responsible for information provided by third parties.

Each seller warrants and represents to us that it has provided and will continue to provide accurate and complete information about each of the seller's items, including in relation to any alterations or suitability, quality, nature, condition, genuineness, authorship, attribution, history, background, authenticity, artist, style, period, age, origin, materials, approximate dimensions, provenance, ownerships or uses.

LIMITED WARRANTIES

For each item, the seller gives a warranty and representation that the seller has the right to sell the item with full title guarantee, the item is free from liens, charges, encumbrances and third party claims, the buyer will have quiet enjoyment of the item, the item corresponds with the description of the item given by the seller, the item is of satisfactory quality, the item is fit for the purpose the item is bought for and if the item is sold by sample that the item is free from any defect making its quality unsatisfactory that was not apparent on a reasonable examination of the sample. Each seller authorises us to give such warranty to each buyer.

The seller also gives a warranty that it has complied with all legal and other requirements relating to any import or export of each of its items and has paid all duties and taxes in relation to such import, export or each of its items.

Where any person consigning an item is not the owner, or is acting on behalf of any company or other person or is an executor, trustee, liquidator, receiver or administrator, the person consigning any item warrants and represents to HotLotz and the buyer that it is duly authorised to act as agent of the seller and to sell the item by the owner of the item, that the owner has read and understood these Terms & Conditions and has given written confirmation agreeing to the other warranties and representations set out above in these Terms & Conditions, and that any company has the corporate power and authority necessary for the agent to enter into these Terms & Conditions and for the company to perform these Terms & Conditions and that the company has taken all necessary corporate actions to authorise such execution and performance of these Terms & Conditions.

Any use of HotLotz Properties is at your own risk. HotLotz Properties are provided on an "as is" basis without any warranties of any kind. HotLotz does not warrant that HotLotz Properties (or any part of them) will operate error-free, continuously or without interruption, or that HotLotz Properties are free of malicious or harmful content or devices. HotLotz makes no warranties about the accuracy, reliability, completeness, or timeliness of any HotLotz Properties.

Changes are made to HotLotz Properties periodically and may be made at any time.

HotLotz and any seller disclaims and excludes all other warranties of any kind relating to items or HotLotz Properties, whether express or implied by statute or common law or otherwise.

OWNERSHIP AND RISK

A buyer will not own any item, or title to it, until we have received full and clear payment of all amounts due to us from that buyer. We will release the item to the buyer once we have received full and clear payment of all amounts due to us from that buyer.

The risk in and responsibility for the item will remain with the seller until, and will transfer to the buyer at, the time the buyer's offer for the item in any auction or sale is accepted by HotLotz.

COLLECTION AND DELIVERY

Items that you purchase must be collected or removed from our premises promptly and in any event within four (4) days after the auction or sale, for furniture and rugs, or seven (7) days, for other items.

Items that you consign must be delivered to our premises at least two (2) weeks prior to the auction or sale date specified by us. Items that are not sold within the prescribed period of time agreed in writing between the seller and HotLotz, or are withdrawn by you or refused to be sold by us, must be collected or removed from our premises within four (4) days after the auction or sale, or withdrawal or refusal (as applicable), for furniture and rugs, or seven (7) days, for other furniture.

Before removing any item you must pay all sums due to us from you.

Where HotLotz agrees to arrange collection or delivery of any item (including any shipment), such collection or delivery will be subject to any terms and conditions of the relevant collection or delivery companies (including charges, payment, insurance (if any) and exclusions and limitations of liability). HotLotz will inform you of the relevant charges.

AUCTION HOUSE / CANTEEN / EVENT SPACE

MAILING ADDRESS: P.O. BOX 639, SINGAPORE 910816 • SALEROOM ADDRESS: 120 LOWER DELTA ROAD, #01-16, CENDEX CENTRE, SINGAPORE 169208

HOTLOTZ.

You will be responsible for all charges, costs, packing and handling, insurance, duties, custom charges, taxes, charges and tariffs relating to collection or delivery including any third-party charges.

Although we use reasonable efforts to take care when handling, packing and facilitating any shipment of a purchased lot, HotLotz is not responsible for any acts or omissions of any third party retained for these purposes. Similarly, where we may suggest any third party handler, packer or carrier if so requested, we do not accept liability for their acts or omissions and you agree to release us from any such liability.

If HotLotz agrees to arrange collection or delivery of any item (including any shipment), any claim by a buyer or seller relating to such collection or delivery will be against the relevant collection or delivery company rather than HotLotz and under no circumstances can a return be accepted or an adjustment of price or credit be made after sale.

HotLotz may at any time rescind any agreement in relation to collection or delivery of any item.

Otherwise you will be responsible for any collection or delivery and associated costs.

The seller or buyer (as applicable) must ensure that it provides a valid collection or delivery address for all items. P.O. boxes are not acceptable.

The buyer or seller (as applicable) is responsible for paying on demand HotLotz standard storage charges from time to time if an item is not collected or removed within the prescribed time periods or is returned to HotLotz due to a failure to provide a valid delivery address or the lack of anyone to sign and accept delivery where necessary. As at the date of these Terms & Conditions, such storage charges are \$570 per week (or part thereof) per item for furniture or rugs or \$530 per week (or part thereof) per item for other items. These charges are subject to change at any time without notice.

You agree that any card associated with your membership or account may be charged by HotLotz for any collection, delivery, storage or other related charges. If you consign any item to us, such charges may be deducted from the amount received for any item before it is paid to you by us.

If any item is not collected or removed after twenty one (21) days from the time required for collection or removal, title to the item will transfer to HotLotz and we may retain, use, sell or dispose of any such item for our own benefit or at our discretion.

COMMISSIONS, PREMIUMS AND PAYMENTS

We charge a seller's commission and a buyer's premium to the seller and buyer (respectively) on the hammer price of an auction (whether online or otherwise). The amount of the seller's commission is the percentage agreed in writing between the seller and HotLotz of the winning auction or sale price. The amount of the buyer's premium is 19.5% (nineteen and a half percent) of the winning auction or sale price.

If you consign any item to us, such commission may be deducted from the amount received for any item before it is paid to you by us (less the buyer's premium or any fees, expenses, royalties, taxes or interest referred to in these Terms & Conditions).

We will hold the remaining amount received from the purchaser on trust for the seller at the seller's risk, including in the event of delays of failures by the bank, insolvency of the bank, or other similar events.

Such remaining amount will be released to the seller as soon as commercially practicable following the auction or sale, once we have received full and clear payment of all amounts due to us from the buyer, or once any dispute between the buyer and the seller in relation to the item has been resolved in writing or by court order, whichever is latest.

In the case of a dispute between the buyer and the seller in relation to an item, we may deduct from any amount to be paid to the seller all of our legal or other costs incurred by us in connection with such dispute.

If there is a dispute between a buyer and a seller in relation to the nature, condition, genuineness, authorship, attribution, history, background, authenticity, artist, style, period, age, origin, materials, approximate dimensions or provenance of an item, or any other dispute between a buyer and a seller of an item, we may also require the seller to repurchase the item on demand for an amount equal to any purchase price, buyer's premium, seller's commission, fees, expenses, royalties, taxes or interest. Title to and risk in the item will transfer to the seller on receipt by us of such amounts.

We will transfer any remaining amount to the seller by electronic transfer, to the name and account specified with the details regarding the consignment agreed in writing between the seller and HotLotz. The seller agrees to us deducting any fees charged by any bank for such transfer and any relevant taxes.

If we agree to send any remaining amount to the seller by cheque, the cheque will be in the name and posted to the address specified with the details regarding the consignment agreed in writing between the seller and HotLotz (unless otherwise agreed by HotLotz).

If a seller has not cashed any cheque within 12 months, we reserve the right to retain and use any such amount for our own benefit.

Any remaining amounts will be paid in the currency in which the sale or auction was conducted.

TAXES AND OTHER AMOUNTS

We may charge goods and services tax (GST) on any seller's commission, buyer's premium or other amount paid or payable by you. If a seller is liable for GST in relation to the sale of an item, the seller must pay all such GST and if required by us gross up any amount payable to us which may be affected by such GST so that we receive the relevant amount in full. Each seller acknowledges that any amount payable by us to the seller will be reduced by any such GST payable by the seller.

The buyer is responsible for any other tax or royalty payable as a result of the sale of an item.

FAILURE TO MAKE PAYMENT

Time will be of the essence in relation to the payment of any sums payable by you to us.

If you fail to pay us the total amount due in full by the due or required date, we will be entitled to do one or more of the following (as well as enforcing any other rights we have by law).

We may charge you a late-payment fee worked out at a rate of five percent (5%) each year above the DBS Bank Ltd base rate from time to time on the unpaid amount due calculated on a daily basis.

We can also cancel the sale of the item. If we do this, we may sell the item again or re-offer it in a sale or auction. We may charge you the shortfall between the total amount due to us and the proceeds from the resale and all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall on the seller's commission or the buyer's premium as a result of the resale.

We can hold you legally responsible for the total amount due and may begin legal proceedings to recover it together with our late-payment fee, legal fees and costs as far as we are allowed by applicable law.

We can take what you owe us from any amounts which we or any HotLotz company or affiliate may owe you (including any deposit or other part-payment which you have paid to us).

We can at our sole option reveal your identity and contact details to any third party.

We can take any other action we see necessary or appropriate.

If you owe money to us or to another HotLotz company or affiliate, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another HotLotz company or affiliate for any transaction.

PROPERTY

Please note that while your items are in our possession and control we do not provide any special requirements or precautions in relation to items, such as environmental controls or security.

If you owe money to us or to another HotLotz company or affiliate,, as well as any other rights or remedies, we can use or deal with any of your property we hold or which is held by another HotLotz company or affiliate in any way we are allowed to by applicable law.

We will only release this property to you after you pay us or the relevant Hotlotz company or affiliate in full for what you owe.

However, if we choose, we can also sell your property in any way we think appropriate.

We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

BIDDING SERVICES

HotLotz offers Internet, mobile application, telephone, absentee and other auction bidding services as a convenience, but HotLotz will not be responsible to you for errors or failures to execute such bids, including errors or failures caused by any loss of connection, a breakdown or problems with software, or a breakdown or problems with any internet connection, computer, mobile device or application or other system.

Execution of such bids is a free service and HotLotz does not accept liability for failing to access the bidding site, mobile application, telephone or absentee bid services or to execute such bids or for errors or omissions in connection with these activities.

PRIVATE HIRE

Reservations of HotLotz Properties for private hire are subject to availability, at our discretion.

We will also notify you of venue availability hours, for the period before, during and after the event. You will not be able to use the premises outside these times and must ensure the venue is vacated by the required time(s) including on the day(s) of the event.

A provisional booking will only be held for seven (7) days and if unconfirmed it will be released without notice.

All prices are correct at the time of quoting, and are subject to change without notice. All prices agreed on a confirmed booking with a deposit paid will be honoured.

No dates may be confirmed without a signed booking form and a full, non-refundable deposit of 25% (twenty five percent) of the anticipated costs of the event. The remaining 75% (seventy five percent) of the anticipated costs of the event will be required 10 (ten) days before the event. We will specify the forms of payment available to you.

Should you wish to change the date of your event, it will be at our discretion.

Any amendments to the original booking will be agreed in writing between us and you.

Cancellation of private hire bookings will be subject to a cancellation fee based on the following amounts:

- Over 30 (thirty) days prior to date of the event: The 25% (twenty five percent) deposit will be retained by or payable to us.
- 30 – 10 (thirty to ten) days prior to the date of the event: The 25% (twenty five percent) deposit and 50% (fifty percent) of the remaining anticipated costs of the event, i.e. 75% (seventy five percent) of the anticipated costs of the event, will be retained by or payable to us.
- Less than 10 (ten) days prior to the date of the event: The 25% (twenty five percent) deposit and the remaining 75% (seventy five percent), i.e. 100% (one hundred percent) of the anticipated costs of the event, will be retained by or payable to us.

In the unlikely event that a private hire booking is cancelled by us, we will refund the amount paid by you to us less any items which can be provided to you. We will make every endeavor to rebook any private hire event cancelled by us at a mutually convenient time within the next 12 (twelve) months. We cannot be held liable for any travel or accommodation costs in relation to a cancellation.

All events should have an authorised person present to liaise with us should extra items need to be approved for the final bill.

We have a range of menus available and will offer these to you. Once selected this cannot be amended by individual attendees. Special dietary requirements can always be catered for but must be requested by you in advance.

Should your event cause us to engage external contractors to provide a service or product we will always pass the cost on to you. We will endeavour to keep this cost as initially quoted, however any increases imposed by an outside party will be passed on to you. You may be required to enter into a separate agreement with any such external contractors.

We will submit all quotations and the booking form based on the estimated number of persons who will attend the event. You must notify us if the number of guests varies before 14 (fourteen) days prior to the event and we will amend the quotation and resend it to you. You will be charged the agreed amount based on the agreed numbers at such time regardless of the number of attendees. Additional attendees will not be permitted after that time, unless otherwise agreed in writing by us.

You must obtain permission to photograph/film on the premises, have any signage or have press or media involvement.

All arrangements must be made or sourced through HotLotz unless otherwise agreed by us in writing. No food, drink, items or equipment may be brought into or removed from the venue unless otherwise agreed by us in writing.

Any electrical equipment brought into the venue must have a current testing certificate which must be presented on the day. Any equipment brought in by contractors arranged by you must have current risk assessments and public liability insurance.

All items or equipment brought into the venue by you, your guests or contractors must be removed by you promptly after the event.

You will be responsible for any additional licences or approvals required for your particular event.

You must ensure that your guests comply with these Terms & Conditions as if they were you and all building by laws and other requirements which may be inspected on request. You must notify us immediately on becoming aware of any accident, injury, breakage or damage occurring at the venue.

You will be responsible for any loss or damage to our property which is attributed to you or your guests or contractors. Therefore you will be required to provide proof of suitable insurance (where applicable) to cover costs of repair to our buildings, grounds and property in the event of damage being caused by you, your guests or contractors over and above the general everyday usage of HotLotz Properties covered by our public liability insurance. The policy should also provide cover for personal injury and third party liability. Further information on this is available from us on request.

LOYALTY SCHEMES

Any loyalty or redemption scheme will apply only for the HotLotz or HotLotz Canteen location where your participation in any such scheme starts.

Any purchase or redemption for which such scheme applies will only be for items identified when your participation in the scheme starts. Your participation in any such scheme does not a guarantee relevant items will be available for purchase or redemption at any time.

Your participation in any such scheme will be valid for 12 (twelve) months from the commencement of your participation in the scheme, as may be renewed by us at our discretion for subsequent periods of 12 (twelve) months after the end of each 12 (twelve) month period. Any amount or item which is not redeemed within each relevant 12 (twelve) month period will be forfeited with no entitlement to such amount or item.

Your participation in any such scheme is not transferable between HotLotz and HotLotz Canteen or to any other person. No redemption in cash is permitted.

INTELLECTUAL PROPERTY RIGHTS

If you are acting on behalf of any other person, including any seller, guest or contractors, you warrant and represent that each such person has read and understood, and agrees to, this section Intellectual property rights. We may display or distribute publicly any item or event, or any photograph or other image or illustration of or information about it, on any HotLotz Properties or third party properties or other mediums of any kind, or in any of our catalogues or marketing and promotional material, in any way.

We own the copyright and other intellectual property rights of any kind anywhere in the world in all photographic and other images, illustrations and written material (including catalogues and marketing and promotional material) produced by or for us relating to an item, HotLotz Properties or HotLotz. You cannot use them without our written permission and you have no copyright or other reproduction rights in relation to any such photographic and other images, illustrations or written material.

All intellectual property rights of any kind anywhere in the world residing or subsisting in HotLotz Properties, including any developments or derivative works, are owned or controlled by HotLotz. HotLotz and all trademarks, logos, service marks and derivatives of them are owned or controlled by HotLotz. You are prohibited from using any intellectual property rights of HotLotz without the express, prior written permission of HotLotz.

HotLotz authorises you to make limited use of our websites, webpages and mobile applications solely for your personal, non-commercial use but you must not copy, modify, reverse engineer, remove, deactivate, tamper with, obscure, sell, create derivative works, reproduce, publicly display, publicly perform, distribute, or otherwise use the websites, webpages and mobile applications or any part of or content in them in any way, including in any publication, database, catalogue or compilation, or in a networked computer environment, without the express prior written permission of HotLotz.

You agree not to remove any copyright, proprietary or identification markings or notices, including digital "watermarks" to indicate their source and ownership, and robot exclusion headers and similar mechanisms.

You will not use any robot, spider, or other automatic or manual device or process for the purpose of compiling information regarding the identification, address or other attributes of any of our members, bidders or sellers, or to recreate in original or modified form any substantial portion of our websites, webpages and mobile applications.

You further agree not to use any device, software or routine to interfere or attempt to interfere with the proper functioning of our websites, webpages and mobile applications or any transactions being conducted on or in connection with our websites, webpages and mobile applications. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our servers or systems.

Your right to use our websites, webpages and mobile applications is subject to modification or revocation at any time at our absolute discretion. If you violate any provision of these Terms & Conditions, your permission to use the websites, webpages and mobile applications will automatically terminate and you must immediately cease such access or use.

When providing information or content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable (through multiple tiers) right to use the information or content and to exercise any and all copyright, publicity, trademarks, database rights and other intellectual property rights you have in the information or content, in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights or any other intellectual property rights against us, our sublicensees, or our assignees.

You represent and warrant that your provision of information or content and the use of any such information or content (including of works derived from it) by us, our third parties, or others in contract with us will not infringe any rights of any third party.

LIABILITY AND INDEMNITY

HotLotz shall have no liability whatsoever for activities that occur under your password, digital signature or membership or account.

HotLotz shall have no liability whatsoever to the seller or the buyer in respect of the availability or issuance of necessary licences or permits or the existence or exercise of pre-emption or other rights to purchase by governmental or regulatory authorities anywhere.

If you are dissatisfied with the use, performance, delay or provision of, or inability to use or failure to provide, HotLotz Properties, or any part of them, your only remedy is to discontinue using HotLotz Properties.

HotLotz shall have no liability whatsoever for your access or use of, or your inability to access or use, HotLotz Properties, delays or disruptions to HotLotz Properties, malicious or harmful content or devices, glitches, bugs, errors, or inaccuracies of any kind in HotLotz Properties, damage from access or use of any HotLotz Properties, suspension or other action taken with respect to your membership or account or breach of these Terms & Conditions, duration or manner of any offer, sale or auction, presentation, placement or information relating to any item, listing, catalogue or ranking of any search results.

We will have no liability for disclosure of information due to errors or unauthorised acts of third parties or as otherwise permitted in accordance with these Terms & Conditions.

HotLotz is not responsible for any third party, including their privacy practices, information or content provided by them or any of their actions or inactions.

Our liability to you in respect of any security breach or accidental loss or disclosure of your information or data is hereby excluded.

You agree to defend, indemnify, and hold harmless HotLotz, its officers, directors, employees and agents, from and against any losses, liabilities, damages, costs and expenses, including reasonable legal, expert and accounting fees, incurred in connection with any claims, actions or demands alleging or resulting from your use or improper use of HotLotz Properties or your violation of law or regulation or the rights of any third party.

HotLotz does not endorse the contents of third-party websites, webpages or mobile applications. HotLotz is not responsible for the content of such sites, pages or applications and does not make any representations regarding the content or accuracy of materials on such sites, pages or applications. If you decide to access such sites, pages or applications, you do so at your own risk.

Neither HotLotz nor any seller shall have any liability to any buyer, and HotLotz shall have no liability to any seller, for any loss of profit, loss of or interest, loss of business, business interruption, loss of business opportunity, loss of anticipated savings, loss of goodwill, loss of revenue, wasted expenditure, loss of use, need to modify practices, content, or behaviour, loss of data or any indirect or consequential loss or damage whatsoever, whether based on contract, tort, statute or otherwise, even if HotLotz or any seller has been advised of the possibility of loss or damage.

Neither HotLotz nor any seller shall have any liability to any buyer in respect of any defects or limitations to any items which are pointed out to the buyer before any relevant auction or sale nor to the extent that any item cannot reasonably be expected to perform in any manner.

A buyer's remedy in respect of any other defect at the time of sale which is detected within seven (7) days after the relevant auction or sale will be, at HotLotz's sole option, limited to recourse to the relevant seller, repair or return and replacement of the defective item within a reasonable time and without significant inconvenience to you (including any necessary associated costs), a reduction in the price or the return the defective item for a refund, or (if the cost of the other remedy is disproportionate in comparison) an alternative remedy. Title and risk in any item so returned will pass to the relevant seller upon return delivery to us or the seller (whichever is soonest).

A buyer will have no recourse against HotLotz or the relevant seller for any defective item at any on or after the date which is seven (7) days after the relevant auction or sale.

We may disclose a seller's details and contact information to a buyer if required for the buyer to take any action or make any claim against the seller in accordance with these Terms & Conditions.

The seller's maximum aggregate liability to any buyer shall be limited to the amount paid or payable to the seller for the relevant item.

We have no liability to any buyer in relation to any third party seller's warranties set out in these Terms & Conditions or in relation to any warranties, conditions or other terms which are implied into contracts by law which shall be the responsibility of a third party seller of an item.

We have no liability to any seller or buyer in relation to any collection or delivery of any item (including any shipment).

Without prejudice to anything else in these Terms & Conditions, if we are found to be liable to a buyer for any reason, our maximum aggregate liability to that buyer shall be limited to the amount of the buyer's premium paid or payable by that buyer to us in relation to the relevant item.

Items are not refundable or exchangeable unless otherwise specified in these Terms & Conditions.

Our liability for physical loss or damage/destruction of any item in our possession, control or custody, including as a result of accident, fire or theft, is limited to SGD 300 per item or group of related items. If you wish to insure your item(s) beyond such amount, please ask us about additional insurance cover that may be available for you to take out, at your cost and expense, directly with an insurer (without prejudice to the SGD 300 per item or group of related items limit on our liability).

If any item or part of it (or any part of a group of related items), in our possession, control or custody, is damaged/destroyed in [or way may be (in our discretion and without prejudice to any other rights or remedies we may have) (i) cancel any agreement relating to the sale of the item(s) or (ii) sell the item(s) in which case the SGD 300 per item or group of related items limit on our liability will be reduced by any amount made from the sale above the initial low estimate for the relevant item(s) agreed between us and you or otherwise determined by us.

If any item in our possession, control or custody becomes dangerous at any time, we may dispose of it without advance notice to you in any manner we think fit and we will be under no liability to you for doing so.

If you are a seller, you agree to indemnify us in respect of any inaccuracy or misleading information, description or forgery in relation to any of your items. In addition, you agree to pay us the seller's commission relating to the initial low estimate for the relevant item(s) agreed between us and you or otherwise determined by us and all of our costs or expenses of any kind relating to the item. You also agree that we may deal with the item(s) in any manner that we think appropriate to comply with law or protect our interests.

We have no liability to any seller in respect of any information, description or forgery in relation to any of your items, including any inaccuracy, error, misdescription or omission, of any kind and whether in writing or otherwise. We have no liability in relation to the minimum sale price set or failure to achieve a higher price than may have been achieved in relation to any item. We have no liability to any seller for any failure to sell any items.

Without prejudice to anything else in these Terms & Conditions, if we are found to be liable to a seller for any reason, our maximum aggregate liability to that seller shall be limited to the amount of the low estimate for the relevant item agreed between us and that seller or otherwise determined by us, if the relevant item has not been sold by us, or the amount of the seller's commission paid or payable by that seller to us in relation to the relevant item, if the item has been sold by us.

Nothing in these Terms & Conditions shall limit or exclude the liability of HotLotz for death or personal injury caused by its negligence, fraud or for any other liability which cannot be limited or excluded by applicable law.

UNCONTROLLABLE EVENTS

Neither we, you, nor any relevant third party will be responsible for any failure to meet any obligation which we, you or that party has or any loss or damage which is caused by circumstances beyond our, your or that party's reasonable control. This includes strikes, lock-outs fire, flood, natural disasters, war, armed conflict, terrorist attack, nuclear and chemical contamination, bid update and other notification functionality not occurring in real time, internet capacity constraints, corporate firewalls and other technical problems, temperature control, atmospheric conditions or pressure, or pests or vermin of any kind.

OUR ABILITY TO CANCEL OR MAKE CHANGES

In addition to our other rights of rescission or cancellation, we can refuse or cancel the sale of an item if we reasonably believe that completing the transaction is or may be unlawful, that the sale places us or the seller under any liability to anyone else or may damage our interests or reputation (including if the item may not be authentic) or that information provided by a seller is inaccurate or misleading.

We may modify or discontinue any HotLotz Properties or any part of them at any time.

COMLIANCE WITH LAW

You agree to comply with any restrictions or prohibitions on any purchase, sale, export or re-export under applicable laws, including in respect of dual use goods, items containing ivory, tortoiseshell, whalebone, products derived from other endangered or protected species, or antiquities and cultural items.

By using HotLotz Properties, you agree that you are not in a country or any person to which access or use of HotLotz Properties, or any purchase, sale, export or re-export, is restricted or prohibited by applicable law.

You are responsible for compliance with the laws of your local jurisdiction regarding access or use of HotLotz Properties, or any purchase, sale, export or re-export.

It is the responsibility of the seller to ensure that any item is properly and lawfully provided to HotLotz or if sent to a buyer directly than to the buyer. It is the buyer's responsibility to ensure that any item is properly and lawfully received from HotLotz or, if received from the seller directly, from the seller.

PERSONAL INFORMATION

You acknowledge that you have read and understood our Data Protection Policy available at www.hotlotz.com/dataprotectionpolicy and accept the practices and terms detailed in the Data Protection Policy and you provide authorisation and consent for us to collect, use, share and otherwise process Information about you in accordance with the Data Protection Policy.

By accessing or using any HotLotz Properties you agree to our Data Protection Policy available at www.hotlotz.com/dataprotectionpolicy, as amended, modified, added to, removed or otherwise updated from time to time.

SEVERABILITY

Except as otherwise provided, if any provision of these Terms & Conditions is held to be invalid, unlawful or for any reason unenforceable, such provision shall be struck out and shall not affect the validity, legality or enforceability of the remaining provisions.

ASSIGNMENT

You may not grant a security over or assign or transfer your rights or responsibilities unless we have given our written permission.

We may assign or subcontract any right or obligation without your consent, now being given.

These Terms & Conditions apply to successors and permitted assigns.

AMENDMENT

Except as otherwise provided, these Terms & Conditions may not be amended except through mutual agreement by you and our representative who intends to amend these Terms & Conditions and is duly authorised to agree to such an amendment.

AUTHORISATION

If you act on behalf of a business entity, you represent that you are authorised to act on behalf of such business and bind the business to these Terms & Conditions.

RELATIONSHIP

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms & Conditions.

ENTIRE AGREEMENT

These Terms & Conditions and any other document or agreement referred to in these Terms & conditions constitute the entire understanding and agreement between you and us and supersede all prior understandings and agreements of the parties.

THIRD PARTY RIGHTS

A person who is not a party to these Terms & Conditions has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B to enforce any term of these Terms & Conditions but this does not affect any right or remedy of a third party specified in these Terms & Conditions or which exists or is available apart from that Act.

SURVIVAL

The following sections survive any termination of these Terms & Conditions: Information provided by HotLotz, Limited warranties, Ownership and risk, Collection and delivery, Commissions, premiums and payments, Taxes and other amounts, Failure to make payment, Your property, Liability and Indemnity, Uncontrollable events, Personal information, Severability, Assignment, Entire agreement, Third party rights, Survival, Translations, No waiver, Interpretation and Disputes, governing law and jurisdiction.

TRANSLATIONS

If we have provided a translation of these Terms & Conditions, we will use the English language version in deciding any issues or disputes which arise.

NO WAIVER

No failure or delay to exercise any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

INTERPRETATION

Headings are for reference purposes only and do not limit the scope or extent of such section.

The word "including" or similar will be interpreted without limitation.

References to the singular include the plural and vice versa.

DISPUTES, GOVERNING LAW AND JURISDICTION

If you have a dispute with a seller or buyer, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) 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.

In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

If a dispute arises, we strongly encourage you to first contact us directly to seek a resolution. Failing resolution, we will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any claim, dispute or matter shall be governed by and construed in all respects by the laws of Singapore. You and we both agree to submit to the exclusive jurisdiction of the Singapore Courts.