

Welcome to the User Agreement for Abeingo Community Network ("User Agreement"). The services available at <http://www.Abeingo.org> are provided by Abeingo Community Network Limited ("Abeingo, "we", "us" or "our"), located at 144 Clerkenwell Road, London EC1R 5DP.

This User Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains at <http://www.Abeingo.org> (the "Site"). If you do not agree to be bound by this User Agreement, you may not use or access our services.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before you may become a user of the Site. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they contain further terms and conditions which apply to you as a user. By agreeing to this User Agreement, you also agree that your use of other Abeingo web sites will be governed by the user agreement posted on those other web sites..

We may amend this User Agreement at any time by giving you notice ("Notice") by either e-mail or by posting the amended User Agreement on the Site. Any amended User Agreement will govern new user registrations from the date that it is posted on the Site. Existing users will be bound by the amended User Agreement after the expiry of 30 days following the date of a Notice. No other amendment to this User Agreement will be effective. Please note that different notice provisions apply to our Fees and Credits Policy as set out in section 6 below.

This User Agreement is effective from 12 February 2007

Membership Eligibility.

Our services are not available to, and may not be used by, persons under the age of 18 years or to temporarily or indefinitely suspended members. If you are under 18 years old, you can use this service only in conjunction with and under the supervision of a parent or guardian. If you do not qualify, please do not use our services. If you are registering as a business entity, you represent that you have the authority to bind that entity to this User Agreement.

1. User ID.

You must choose a User ID and password on completion of registration. You are responsible for all actions taken under that User ID and password and shall only use or utilise the Site using your own User ID and password. You must use every effort to keep your password safe and should not disclose it to any other person. You shall not transfer or sell your User ID to any other person. You shall also not permit, either directly or indirectly, any other person to utilise your User ID or password.

Abeingo is Only a Venue.

3.1 Abeingo is not an auctioneer. Although we are commonly referred to as an online auction web site it is important to realise that we are not a traditional auctioneer. Instead, the Site acts as a venue which allows registered users to offer, sell, and buy just about anything which is legal, at any time, from anywhere, in a variety of price formats. We do not review listings provided by users, we never possess the items offered through the Site and we are not involved in transactions between buyers and sellers. As a result, we have no control over the quality, safety or legality of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items. Do not assume that the offer, sale, purchase, export or import of any item is valid and legal simply

because it is listed on the Site. We are not responsible for ensuring that buyers and sellers actually complete a transaction. You accept sole responsibility for the legality of your actions under laws applying to you.

3.2 Restricted Items. You must not offer, sell, bid for, or buy any items which we do not permit on the Site, as described in the list of prohibited items We do not accept any obligation to protect you from unsafe items listed for sale on our Site. Please do not assume that items listed will be harmless to people or property.

3.3 Identity verification. We use many techniques to verify the accuracy of the information our users provide to us when they register on the Site. However, because user verification on the Internet is difficult, Abeingo cannot and does not confirm the purported identity of users or the validity of the information which users post to the Site. Our User ID feedback rating system will also help you to evaluate the user with whom you are dealing. We encourage you to communicate with potential trading partners using the tools available on the Site. You may also wish to consider using a third party escrow service that provides additional user verification.

3.4 Feedback. You must not take any actions that may undermine the integrity of the feedback system. We may limit the number of bids and listings you may place on the Site and your other activities on the Site based upon the level of your feedback. If you earn a net feedback rating of -4, your right to use our services will be suspended, and you will be unable to list or bid. Feedback ratings are not designed for any purpose other than for facilitating trading between Abeingo users, and you agree that you shall not market or export your Abeingo feedback rating in any venue other than an Abeingo website. We do not allow you to import feedback from other websites to Abeingo because such feedback does not reflect your reputation within the Abeingo community.

3.5 Liability. In the event that you have any right, claim or action against any other user arising from that user's use of the Site, you agree to pursue such right, claim or action independently of and without recourse to us, and you release Abeingo (and our parent, subsidiaries, affiliates, officers, directors, agents and employees) from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

3.6 Information Control. We do not control the information provided by other users which is made available through the Site. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Site. Please note that there are also risks of dealing with underage persons or people acting under false pretences. By using this Site, you agree to accept such risks and agree that Abeingo is not responsible for the acts or omissions of users on the Site.

2. **Bidding and Buying.**

As a buyer, you have a legal obligation to complete a transaction with a seller:
if you purchase an item through one of our fixed price formats; or
if you are the highest bidder at the end of an auction-style listing (meeting the applicable minimum bid or reserve requirements and including any bid that becomes the highest after a valid bid retraction) and your bid is accepted by the seller, unless the item is listed in a category under our non binding policy or the transaction is prohibited by law or by this User Agreement.

By bidding on an item you agree to be bound by the conditions of sale included in the item's description provided that those conditions of sale are not in breach of this User Agreement or otherwise unlawful. Bids are only retractable in exceptional circumstances, such as when the seller materially changes the item's description after a bid is placed, a clear typographical

error is made, or you cannot authenticate the seller's identity. As buyer, you must ensure that you are legally able to bid for and buy any item that you bid for.

3. **Listing and Selling.**

5.1 Listing Description. If you are a seller, you must ensure that you are legally able to sell each item included in a listing on the Site, and that it is lawful to sell such item to UK residents or (if the buyer is resident overseas) that it is lawful to sell and export such item to a person resident in the buyer's jurisdiction. You must describe your item and all terms of sale on the listing page of the Site. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item and you are responsible for ensuring that you have the right to use all content in your listings and we have the right to host it on our servers. All items must be listed in an appropriate category. All "Dutch Auction" or "multiple item listing" items must be identical.

5.2 No Cancellation. You acknowledge that we will commence supplying our services to you as soon as you have sent a "Sell Your Item" form to us, and you recognise that you will not have the right to cancel any listing under the Consumer Protection (Distance Selling) Regulations 2000 or any equivalent legislation in your jurisdiction.

5.3 Binding Bids. A seller who receives at least one bid at or above the stated minimum bid price (or in the case of reserve auctions, at or above the reserve price) must complete the transaction with the highest bidder on completion of the listing, unless: (a) the item is listed in a category under our non binding policy; (b) the buyer fails to meet the conditions of the seller's listing (such as payment method); or (c) the seller cannot authenticate the buyer's identity.

5.4 Fraud Without limiting any other remedies, we may suspend or terminate your account if we suspect that you have engaged or are about to engage in, or have been in any way involved in or linked to, fraudulent activity in connection with the Site.

5.5 VeRO Programme. We are not responsible for verifying a seller's right to list and sell items. Abeingo's Verified Rights Owner ("VeRO") programme attempts to ensure that listed items or the content of listings do not infringe the copyright, trade mark or other intellectual property rights of third parties. By participating in our VeRO programme, third parties can notify us in the event that they believe their intellectual property rights to have been infringed, and we may remove such infringing items and/or suspend infringing sellers. Please note that selected personal information which you provide to us may be made available to VeRO programme participants as described in our Privacy Policy.

5.6 Manipulation. You must not manipulate the price of any item or interfere with other user's listing(s). Without limitation, you must not: (a) bid in a listing where you are the seller, or procure or encourage any person to do so on your behalf; (b) contact bidders in a listing where items are listed for sale in order to offer similar items to the bidders in that listing; or (c) make bids or make any payment using a false User ID.

4. **Fees.**

Joining Abeingo and bidding on items is free, although you will remain responsible for the costs of accessing our Site and communicating with our users. We charge fees for listing items for sale through our Site and when you list an item you have an opportunity to review and accept the fees that you will be charged. Our fees are described in our fees statement which forms part of this User Agreement. We may change this policy at any time, and any change will be effective after the expiry of 14 days following the date of posting on the announcements board on the Site (or such later date as we may notify). However, we may choose to temporarily change our Fees and Credits Policy and the fees for our services for promotional events (for example, free listing days) and such changes are effective when we

announce the temporary promotional event on the Site. For the avoidance of doubt, such promotional events shall not apply to any listings on our Site at the time of the announcement. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service.

Unless otherwise stated, all fees are payable in either GB Pounds sterling, US dollars or Kenya shillings. Whether you are a business or not, value added tax and other taxes may apply to your transaction. Sellers will be responsible for paying all fees associated with using our service and our Site and all applicable taxes. You agree that we may issue you with invoices in electronic format by email.

5. **Your Information.**

7.1 Definition "Your Information" is defined as any information you provide to us or other users in relation to the Abeingo service including the registration, bidding, listing or feedback process (including, without limitation, any description of items listed), your postings on the message boards and any other content that you post within the Site. You are solely responsible for Your Information, and we act as a mere conduit for your online distribution and publication of Your Information.

7.2 Restrictions Your Information and your activities on our Site must not:

- be false, inaccurate or misleading;
- be offensive or menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights;
- infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
- be fraudulent or involve the sale of counterfeit or stolen items;
- be in breach of any applicable laws or regulations (including, but not limited to, laws governing export control, consumer protection, unfair competition, anti-discrimination, false advertising);
- be obscene, indecent or contain child pornography;
- create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;
- link directly or indirectly to or include descriptions of goods or services that: (aa) are prohibited under this User Agreement; (bb) are identical to other items you have up for sale but are priced lower than your item's reserve or minimum bid amount; (cc) are concurrently listed for sale on a website other than Abeingo's (this does not prevent linking to or advertising an Abeingo item from another website); or (dd) you do not have a right to link to or include;
- contain any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- cause the Site to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Site is in any way impaired.

You must not list any item on the Site (or complete any transaction initiated using the Site) that, by paying to us the listing fee or the final value fee, could cause us to violate any applicable law.

7.3 Licence To enable Abeingo to use Your Information, you grant us a non-exclusive, world-wide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) licence to exercise the copyright, trade mark, publicity, and database rights you have in Your

Information, in any media now known or not currently known. You also waive all moral rights you have in Your Information to the fullest extent permitted by law.

7.4 Access and Interference. The Site contains robot exclusion headers. Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to Abeingo by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: **(i)** take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; **(ii)** copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Your Information) from the Site without the prior expressed written permission of Abeingo and the appropriate third party, as applicable; **(iii)** interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or **(iv)** bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. We do not authorise you to extract or re-utilise substantial parts of our Site, or to make systematic and repeated extractions or re-utilisations of insubstantial parts of our Site.

7.5 Your Use of Other Users' Information. In order to facilitate interaction among all Abeingo community members, our service allows you limited access to other users' contact information. As a seller you have access to the User ID, email address and other contact information of the buyer or winning bidder(s), and as a buyer or winning bidder you have access to the User ID, email address and other contact information of the seller.

By accepting this User Agreement, you agree that, with respect to other users' personally identifiable information that you obtain through the Site or through an Abeingo-related communication or Abeingo-facilitated transaction, you may only use such information for: **(a)** Abeingo-related communications that are not unsolicited commercial messages and relate to your genuine participation in an Abeingo-facilitated transaction, **(b)** using services offered through Abeingo (e.g. escrow, insurance, postal and fraud complaints), and **(c)** any other purpose that such user expressly agrees to after adequate disclosure of the purpose(s). In addition, you shall only use such information in accordance with applicable laws and regulations, including without limitation data protection and privacy laws. In all cases, you must give users an opportunity to remove themselves from your database and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this Section, can you disclose personally identifiable information about another user to any third party without our consent and the consent of such other user after adequate disclosure. Note that law enforcement personnel, VeRO programme participants, and other rights holders are given different rights with respect to information they access.

Abeingo and our users do not tolerate spam or unsolicited commercial communications. Therefore, without limiting the foregoing, you shall not add an Abeingo employee or an Abeingo user, even a user who has purchased an item from you, to your mail list (email or physical mail) without their express written consent after adequate disclosure. To report spam from other Abeingo users, please send an email to support@abeingo.org via the web form.

7.6 Use of Email Tools. You may not use the Email This Auction to a Friend service, or other email forwarding services that we offer, to send spam or otherwise send content that would violate our User Agreement. We do not permanently store the email messages or the email addresses.

6. **Breach.**

Without limiting our other remedies, we may limit your activity on the Site, immediately issue a warning, suspend or terminate your user registration or any of your item listings and refuse to provide our services to you without notice to you: (a) if you breach this User Agreement or

the documents incorporated by reference; (b) if, despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or (c) if we believe that your actions may cause us financial loss or legal liability.

7. **Transfer of Data**

We view protection of users' privacy as a very important community principle. Please note that Your Information will be stored and processed on our computers in the United Kingdom. The laws on holding personal data in other countries may be less stringent than the UK laws but Abeingo will hold and transmit Your Information in a safe, confidential and secure environment. If you object to your Information being transferred or used in this way please do not register.

8. **No Warranty.**

We (and our parent, subsidiaries, affiliates, officers, directors, agents and employees) do not guarantee continuous, uninterrupted or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. Our website and our services are provided "as is" and as and when available, and to the extent permissible by law we exclude all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

9. **Limitation of Liability.**

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our, agents or employees. Subject to the foregoing, **we (including our parent, subsidiaries, affiliates, officers, directors, agents and employees) will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with this User Agreement.** Some jurisdictions do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.

We (including our parent, subsidiaries, affiliates, officers, directors, agents and employees) also have no liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.

Our liability to you or any third party, and the liability of our parent, subsidiaries, affiliates, officers, directors, agents and employees, in any circumstance is limited to the greater of (a) the total fees you have paid to us in relation to the listing or other service offered giving rise to liability, and (b) £100.

10. **Indemnity .**

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement (including the documents incorporated by reference), or your violation of any law or the rights of a third party.

11. **Notices.**

Unless otherwise explicitly stated, notices to Abeingo must be sent by registered mail to Abeingo Community Network, 144 Clerkenwell Road, London EC1R 5DP, UK, and notices to you will be sent to the email address that you provide to Abeingo during the registration

process (receipt is deemed 24 hours after an email is sent, unless we receive notice that the email address is invalid), or by registered mail.

12. Governing Law and Legal Compliance.

This User Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English or Welsh courts.

Please note, that your country (and/or that of any user you deal with) may have laws which apply to your transactions with other users regardless of what you agree with us (now) or with that user (later).

The laws of your country may be different from English and Welsh law, including laws governing what can be legally offered, sold, exported, bought or imported. There may be additional legal requirements, relating to (for example) the requirement to hold a licence to buy or sell certain items, or to register a transfer in a central registry. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase and solicitation of offers to purchase and sale of items. There is no practical way for us to continually monitor the laws of every country, or each user transaction. Please do not assume that you are allowed to do what other users do, or that we are approving or validating any transaction, even if you have successfully made similar sales or purchases in the past.

13. Dispute Resolution.

Disputes between you and Abeingo regarding our services may be reported to Abeingo through support@abeingo.org. We encourage you to report all disputes between users to your local law enforcement body.

14. Third Party Rights.

A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this User Agreement or which exists or is available apart from that Act.

15. General.

If any provision of this User Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforceable. You agree that this User Agreement and all incorporated agreements may be automatically assigned by Abeingo, in our sole discretion, to a third party in the event of a merger or acquisition or any other event. You and Abeingo are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this User Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This User Agreement sets forth the entire understanding and agreement between us with respect to its subject matter. No oral explanation or oral information given by any party shall alter the interpretation of this User Agreement.

This Agreement will prevail over any conditions of sale imposed by a seller. We reserve the right to amend our policies from time to time and material changes will be posted on the Announcement Board except for the Privacy Policy for which we will provide you with thirty days notice.

If you have any more questions or need clarifications on any aspect of our policies, please contact us at support@abeingo.org

