

AutoGate Terms and Conditions

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1. AutoGate Terms and Conditions

carsales.com Ltd (carsales) provides access to AutoGate and AutoGate Pro Software (AutoGate) to dealerships and other businesses (Subscribers). AutoGate is only available to Subscribers who have been directly authorised access by carsales. You must not access nor use this Software unless:

- your employer or, if you are a contractor, your principal is a Subscriber that has signed an
- agreement with carsales for the provision of AutoGate, and
- you have been issued with a unique user ID and password.

As an AutoGate user (You), You agree to abide by the terms and conditions of the Master Agreement and any relevant Product and Services Schedule (PSS) signed by Your Subscriber. Please contact Your dealer principal if You do not have access to these agreements for Your dealership. The capitalised terms in these AutoGate Terms and Conditions have the meanings set out in the Master Agreement and PSS. In the event of any inconsistency, the documents are to be interpreted in the following order with the first listed document taking precedence (1) PSS, (2) Master Agreement and (3) AutoGate Terms and Conditions.

You must not directly, or authorise or allow any third party to:

- a) use any automated process of any sort to query, access or copy any material accessed through AutoGate;
- b) transfer, export or remove any Leads from AutoGate without the prior written authorisation of carsales. Where carsales grants You permission to transfer Leads from AutoGate, it may impose any conditions upon that permission it deems appropriate.

A breach of these terms and conditions may result in carsales suspending or terminating the Subscriber's access to AutoGate.

2. Item Publication Requirements (including pricing)

1. Your dealership must be a carsales Subscriber in order to publish items to the carsales network.

2. All item Listings must:

- a) Be physically in stock and on the dealer's premises for immediate sale and delivery
- b) Include the correct and accurate selling price (including on road costs where applicable)
- c) Display photographs of the item (which fall in line with the carsales Digital Image Policy set out below)
- d) Include the item's:
 - Unique stock number
 - Make, Model, Series and Badge details
 - Engine number, for example VIN or HIN number ('TBA' is not acceptable)
 - Correct and accurate odometer / kilometres
 - Actual exterior colour (this field must not be used for anything else)
- (e) Contain an accurate description of any options which apply to the item (either non-genuine or factory fitted).
- (f) If required (either by law or requirement of an OEM), contain the registration number / licence plate number. The registration plate may appear in images and in the appropriate field in the description. If the dealer wishes, the registration plate may be obscured in images. If the dealer uses an alternative plate on an Item for images, carsales will only permit such an alternative if it does not appear (in carsales' opinion) to be a legitimate registration plate of any state in Australia and is free from branding or identification of the dealer or location in any way. By way of example, a cosmetic plate bearing the initials of the dealership will be deemed branding and will be removed from the site.

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

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

3. Branding on carsales network sites

To assist in providing our dealers with complete accountable advertising, no branding of any kind is permitted on the sites owned and/or operated by carsales (carsales Network), other than in respect of Brand New Cars in Stock. In the case of Brand New Cars in Stock, carsales will include a dealer's name, address and franchise logo in the listing. This must be the only reference to such information within the listing and Subscribers are prohibited from including the dealership name(s), address, location, phone number(s), email(s) or web site(s) in photographs or comments which appear anywhere on the carsales Network sites or its partner websites. In addition, the use of key words within the comments of an advertisement that make reference to a vehicle/item other than that being advertised is also considered branding (key word spamming). Key word spamming includes (but is not limited to) references to makes and/or models or vehicles other than the make/model in the listing.

To prevent unauthorised branding, the carsales Network has in place systems which automatically detect and remove dealership name(s), phone number(s), website(s) or email(s) from dealer comments (but which for the avoidance of doubt do not remove such details included by carsales in Brand New Cars in Stock listings), leaving the remaining comments intact. AutoGate users will continue to see original comments in the 'Edit Inventory' pages of AutoGate; however, browsers will not see any unauthorised branding in the finished and published Listing.

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

4. carsales Digital Image Policy

1. You must provide photographs that accurately represent the advertised item.
2. It is Your responsibility to ensure that photographs are free from branding and/or enhancements as outlined in Section 3 (Branding on carsales Network sites), including material which, in the opinion of carsales, identifies the location of the item or the dealership.
3. Photographs must not include advertising material (such as references to finance or trade in services available) in the first 8 photos. Only carsales approved manufacturer program content is permitted and may only be incorporated from the 9th photo in relation to a listing. Such material must not include any branding or material from which the Subscriber's location or identity may be ascertained.
4. carsales reserves the right not to publish photographs which may contain enhancements or content which carsales deems, in its sole discretion, unacceptable for publication on carsales or its partner websites.
5. You must provide photographs in formats acceptable to carsales, specifically JPEG or jpg format, maximum size: 450 pixels' width and 300 pixels' height (subject to change).
6. You acknowledge that carsales may review and remove from display photographs that do not meet the above specifications at any time without prior notification.
7. You acknowledge that carsales may in its absolute discretion publish the Subscriber's photos as agreed in the Master Agreement.

5. Lead Services

a) What is the carsales Lead Service?

carsales connects Subscribers with sale prospects based on a variety of enquiry types (provided or modified at carsales' discretion):

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

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

For details of Your Lead Services refer to Your Subscriber's PSS or contact Your Performance Manager.

b) When is a Lead chargeable?

Carsales only charges You for genuine prospects, known as Leads. Each Lead is chargeable unless it is a "No-charge Lead", as described below. A Lead from interstate is chargeable.

Note: carsales provides Subscribers with the ability to reach buyers anywhere in Australia. Prospects have the ability to search by state and to refine their search by "post code search" and "region" in order to understand that Your item may be located some distance from where they live. An interstate Lead has specifically chosen Your item from thousands listed and their enquiries should always be treated as genuine.

Form-submitted enquiries:

A Lead is chargeable if the Enquirer has submitted their details using the online enquiry form published on the item listing and carsales has transmitted those details to the Subscriber's AutoGate Account.

SMSCoconnect enquiries:

A Lead is chargeable if a correctly formatted phone number of the Enquirer is transmitted to the Subscriber's AutoGate Account.

CallConnect and LiveConnect enquiries:

A Lead is chargeable if an Enquirer has telephoned CallConnect or used the Carsales LiveConnect service and:

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

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

c) Reduced Price Leads

carsales provides Leads at a reduced price for vehicles/items which are listed within particular price ranges (the details of which are set out in the relevant PSS). To the extent this applies to:

1. Enquiries delivered to Subscribers using the same methods as standard Leads including form-submitted, SMSCoconnect and CallConnect enquiries.
2. Reduced price Leads are included on the Subscriber's invoice.
3. Reduced price Leads are subject to the same review process as standard Leads and will be included at no charge if they are duplicate Leads.
4. A reduced price Lead is chargeable unless it is a No Charge Lead (see below).

d) "No Charge" Leads

1. If two Leads containing details of an Enquirer with the same email address or phone number is sent to a Subscriber within a 14 day period, although this may be due to a dealer not having contacted the prospect, carsales will only charge that Subscriber for a single Lead.
2. carsales will not charge for a Lead that provides only an incorrectly formatted phone number and email address that is deemed by carsales to be invalid. Where either the phone number or email address is correctly formatted, the Lead is chargeable.
3. carsales will not charge for an international Lead unless carsales determines in its absolute discretion that the Enquirer is genuine.
4. Subscribers will not be charged for CallConnect enquiries in the instance where the call recording is not available in AutoGate or where the Subscriber has elected not to have call recordings available in AutoGate and one of the following has occurred:
 - The Enquirer's contact number has not been recorded, or
 - A caller with a blocked number has entered an obviously fictitious (incorrectly formatted) contact number.

e) How does carsales present my Leads?

1. All Leads are reviewed using an extensive set of guidelines. No Charge Leads are identified prior to invoicing.
2. All Leads are automatically delivered to the Subscriber's AutoGate Account, irrespective of whether they are

- chargeable or No Charge Leads.
3. The number of chargeable Leads is included on the Subscriber's monthly invoice.
 4. All Leads are delivered directly to the Subscriber's AutoGate. This includes SMSConnect Leads and CallConnect Leads which, where available, will include the call recording, date, time, call duration, source number and service account. SMSConnect Leads include the Enquirer's phone number and may include a URL for the relevant item and/or a message from the Enquirer.
 5. On receipt of a Lead, carsales' system dispatches a 'Lead Alert Email' to the Subscriber's nominated email address/s, but this notification system is not guaranteed. AutoGate should be regularly checked for new Leads to ensure a quick response to customers.
 6. An optional SMS notification system is available for an additional charge. On receipt of a Lead carsales' system dispatches an SMS to a nominated mobile number, but this notification system is not guaranteed. AutoGate should be regularly checked for new Leads to ensure a quick response to customers.

f) Query contact information

Dealer Services Team

9.00am to 5.00pm Monday through Friday
(EST) Ph: 1300 728 800
Fax (03) 9093 8698

For Billing Queries:

Email support@carsales.net.au

Note: Lead queries must be raised within 30 days of invoice

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

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

The DAP Calculator applies the correct state government charges, adds the specified dealer delivery and calculates the Drive Away Price. carsales regularly monitors government charges across all states to ensure that the DAP Calculator is using the most up to date data.

The DAP Calculator is available in AutoGate, free of charge to dealers, and may be set up to price both used and brand new cars in stock.

It is important to note:

1. The Subscriber's State, for the purposes of applying State Government Charges, is based on the postcode supplied by the Subscriber.
2. Only users with the AutoGate Administrator role can access the DAP Calculator page.
3. Users must accept the DAP Calculator Terms (see below).
4. It is the Subscriber's responsibility to confirm correct pricing for their vehicles is being displayed.

DAP Calculator Terms

1. The Subscriber is now able to use a Drive Away Price (DAP) Calculator in AutoGate (DAP Calculator). Use of the DAP Calculator is subject to the following separate terms and conditions below (DAP Calculator Terms). Using the assigned user-name and password constitutes acceptance of the DAP Calculator Terms of the Subscriber (as defined in the PSS). The DAP Calculator is provided to the Subscriber on the basis that the Subscriber has agreed to the DAP Calculator Terms.
2. The Subscriber acknowledges that the DAP calculated is indicative only, and the Subscriber must check the accuracy of all information contained in a listing prior to publication, or in the case of an automated batch load, immediately after publication. The Subscriber is responsible for the accuracy of all information included within any part of the calculation and/or published listing. The Subscriber must keep the information current at all times. The Subscriber acknowledges that the DAP will be dependent on an individual customer's circumstances.
3. Without informing the Subscriber, carsales may recalculate DAP to take into account changes in government and other charges that occur from time to time.
4. In the case of a rounding requirement (e.g.: where the DAP calculation calculates an amount with cents), the DAP calculation will automatically be rounded up rather than rounded down.

5. To the extent permitted by law, the Subscriber agrees that carsales will have no liability to the Subscriber under the DAP Calculator Terms or in connection with the DAP Calculator including liability for any loss or damage (direct, indirect, consequential, loss of profits or otherwise) the Subscriber may incur (including loss or damage arising from negligence or fault of carsales) in connection with the DAP Calculator and/or the DAP Calculator Terms.

7. Contact Watchers

1. It is the Subscriber's responsibility to ensure that only those staff members properly authorised to do so (and aware of these terms) use the Contact Watchers Service.
2. You, on behalf of the Subscriber, represent and warrant that: (i) You will submit all relevant terms and conditions of Your offer or offers; (ii) the offer(s) and any representations made in this form are not misleading or deceptive; (iii) any discount or features included in the offer(s) are not already included in any current listing of the item or items; and (iv) the offer(s) will comply with all applicable laws.
3. You, on behalf of the Subscriber, acknowledge that: (i) You are providing this offer to a third party and the offer(s) is not being offered by or on behalf of carsales; and (ii) carsales takes no responsibility in relation to this offer or these offers and will not be liable to any third party in any way in connection with this offer or these offers.

8. LiveTrade and LiveTrade Exclusive Terms

a) Access to Service

1. You are granted access to the LiveTrade Service and LiveTrade Exclusive Service pursuant to the relevant PSS between carsales and the Subscriber, the Master Agreement and these terms and conditions. You agree to abide by these terms and conditions in Your use of the LiveTrade Service and LiveTrade Exclusive Service.
2. Through the LiveTrade Service or LiveTrade Exclusive Service, You may be able to:
 - view items advertised through the LiveTrade and LiveTrade Exclusive Services;
 - submit offers on items advertised through the LiveTrade and LiveTrade Exclusive Services;
 - advertise items through the LiveTrade Service; and
 - receive and accept offers on items You advertise through the LiveTrade Service.

b) General Subscriber responsibilities

1. The Subscriber is liable for all of Your transactions under its account.
2. The Subscriber must nominate a Primary Administrator for its account. The Primary Administrator will have full offer and acceptance access and will be able to add and remove other staff within the Subscriber's dealership.
3. It is the Subscriber's responsibility to immediately alter access rights within Your account if there are staff changes within Your dealership.

c) Conduct of the LiveTrade Service

The LiveTrade Service will operate in the following manner. By Your use of LiveTrade You agree and undertake not to attempt to interfere with its proper operation.

1. Once an Ad is published, there is a period of a pre-determined length disclosed at the time the Ad is published and selected by the Advertiser during which Offers may be submitted (Offer Period). The Offer Period may end before the specified time if the Advertiser accepts an Offer or withdraws the item from the LiveTrade Service.
2. An Advertiser may make a counter-offer in respect of any Offer made during the Offer Period. The original bidder will have the opportunity to accept or reject the counter-offer during the remainder of the Offer Period only. If the bidder accepts the counter-offer, the content of the counter-offer becomes an Offer by that bidder. Provided the Advertiser has not previously accepted an Offer, immediately following the Offer Period there is a period of a pre-determined length disclosed at the time the Ad is published during which all Offers remain open (Acceptance Period).
3. The Advertiser may accept an Offer at any time during the Offer Period or the Acceptance Period. Once the Advertiser accepts an Offer, carsales will send the successful bidder's contact details to the Advertiser and the Advertiser's contact details to the successful bidder to enable direct communication.
4. Following exchange of the contact details, the parties will have a pre-determined period of time to arrange inspection of the item and finalise the purchase (Inspection Period) and must make reasonable efforts to do so.

d) Conduct of the LiveTrade Exclusive Service

The LiveTrade Exclusive Service will operate in the following manner.

1. Offers submitted on LiveTrade Exclusive items which meet the Advertiser's reserve price will be automatically successful if they are the highest Offer at the end of the Offer Period.
2. An Offer cannot be withdrawn by You once submitted, it will remain valid for the Offer Period, Acceptance Period and Inspection Period.

3. After being notified that an Offer is successful for a LiveTrade Exclusive item, Subscribers have 3 days to finalise the payment for the purchase of the item and 5 days to collect the item from the Advertiser. It is Your responsibility to arrange inspection and / or finalisation of the sale and delivery of the item within this period.
4. There will not be an Inspection Period for LiveTrade Exclusive items, as there is for LiveTrade items.
5. It is Your responsibility to satisfy Yourself of the condition of an item and the Advertiser's identity and right to sell the item before entering into a contract with an Advertiser.
6. carsales makes no representations, guaranties or warranties as to:
 - the accuracy of any Ad, including any description of an item or an Inspection Report associated with an item; or
 - the condition of any advertised item, regardless of whether or not carsales had any involvement in the preparation of the Ad (including the Inspection Report) for the item.
7. In conjunction with and in addition to the Inspection Report, You must consider an item's age, extent of use (kms) and usual tear and wear for the item when assessing whether to make an offer. Usual wear and tear for the age and use of an item will not be considered an inaccuracy in an Inspection Report or a valid reason for failing to complete the purchase of an item.

e) Compliance with Terms

If You are using the LiveTrade Service and You:

1. use the question facility inappropriately, including by disclosing Your identity or contact details;
2. attempt to negotiate the sale of an item other than through the LiveTrade Service; or
3. otherwise breach these terms and conditions;
 - You and Your Subscriber may have Your access to the LiveTrade Service suspended or terminated immediately.
 - You may exchange details with the Advertiser if the item is listed using the LiveTrade Exclusive Service.

f) Contract

1. No contract for the sale of the item is formed through the use of the LiveTrade Service. The Advertiser and successful bidder must separately enter into an agreement for the purchase of the advertised item.
2. You acknowledge and agree that any contract or agreement for the purchase of the Advertiser's item is between the Advertiser and the successful bidder, and carsales is not a party to, nor bears any responsibility for such agreement.

g) Disputes

1. Each of the Advertiser and the bidders agree to comply with the terms and conditions contained herein, and each party may rely on these terms and conditions in any dispute with the other party.
2. You and the Subscriber acknowledge and agree that if a dispute arises in relation to an advertisement placed using LiveTrade or LiveTrade Exclusive, including in relation to the accuracy of any advertisement or the completion of a sale for an item (a "Dispute"), then (A) carsales is not a party to such Dispute and (B) the Subscriber will not seek to include carsales in such Dispute.
3. if a Dispute arises, the Subscriber agrees that it will use best endeavours to resolve the Dispute between themselves and the other party within 30 days prior to commencing any proceedings except for urgent interlocutory relief).

h) Selling an item using the LiveTrade Service

(i) Seller's responsibilities When placing an item for sale on the LiveTrade Service, it is Your responsibility to:

1. ensure You have the right to sell the item unencumbered;
2. accurately describe the item, including any damage to the item, whether to the interior, exterior or relating to the mechanics of the item; and
3. otherwise comply with the requirements set out in the carsales Master Agreement and any PSS relating to the placement of advertisements on any car sales Network website.

(ii) Description of item and Inspection Report

You acknowledge and accept that:

1. it is Your sole responsibility to ensure that the description of Your item and the Inspection Report for Your item are accurate;
2. if an error is discovered in the description of the item or in the Inspection Report (including if the condition of the item changes after the publication of Your Ad on the LiveTrade Service) You must immediately remove the item from LiveTrade – You may relist the item for sale with the corrected information / Inspection Report;
3. if carsales or any third party assists in the preparation of the Ad, including but not limited to assisting in the description of the item or the preparation of the Inspection Report, You must check all aspects of the Ad and confirm its accuracy prior to publication;

4. You indemnify carsales for all liability associated with its involvement with the preparation and publication of the Inspection Report, including any liability arising from any errors, inaccuracies or omissions in the Inspection Report; and
5. any errors, inaccuracies or omissions in the Ad (including in the description of the item or the Inspection Report) may result in the sale of the item not being completed.

(iii) Dealing with potential purchasers

In Your use of the LiveTrade Service, You must:

1. respond to questions posed by potential purchasers through the LiveTrade Service in a timely and professional manner; and
2. not exchange contact details nor attempt to negotiate the sale of the item with any bidder other than through the LiveTrade Service unless and until You have accepted an Offer from that bidder through the LiveTrade Service.

(iv) Offers

1. You may accept an Offer at any time during the Offer Period, or the Acceptance Period.
2. However, all Offers will expire and will no longer be available to You after the Acceptance Period.
3. You may also make a counter-offer in response to an Offer during the Offer Period only. The relevant bidder may accept or reject the counter-offer.
4. It is Your responsibility to ensure that You are available to review and accept Offers during the Offer Period and the Acceptance Period – these periods will not be extended due to Your failure to interact with the LiveTrade Service.
5. If You accept an Offer before the conclusion of the Offer Period, You will not receive any further Offers, and all other Offers received by You will no longer be valid.

(v) Finalising the sale

It is Your responsibility, together with the successful bidder, to arrange inspection and / or finalisation of the sale and delivery of the item within the Inspection Period.

(vi) Purchasing an item using the LiveTrade Service Inspection Report

1. It is Your responsibility to:
 - make all appropriate enquiries as to the identity of the Advertiser and his / her right to sell the Item before entering into a contract with an Advertiser for the sale of the Item; and
 - satisfy Yourself as to the condition of the item (whether through communication with the Advertiser or conducting a full inspection of the vehicle) before entering into a contract with the Advertiser for the purchase of the vehicle.
2. carsales makes no representations, guaranties or warranties as to:
 - the accuracy of any Ad, including any description of an item or an Inspection Report associated with an item; or
 - the condition of any advertised item, regardless of whether or not carsales had any involvement in the preparation of the Ad (including the Inspection Report) for the item.
3. In conjunction with and in addition to the Inspection Report, You must consider an item's age, extent of use (kms) and usual tear and wear for the item when assessing whether to make an offer. Usual wear and tear for the age and use of an item will not be considered an inaccuracy in an inspection Report or a valid reason for failing to complete the purchase of an item.

(vii) Offer Rules

1. An Offer cannot be withdrawn by You once submitted, it will remain valid for the Offer Period, Acceptance Period and Inspection Period.
2. If You accept a counter-offer by the Advertiser in response to an Offer, the counter-offer will replace Your original Offer.

(viii) Communication with Advertisers

1. You must not exchange contact details nor attempt to negotiate the sale of the item with any Advertiser other than through the LiveTrade Service unless and until Your Offer has been accepted through the LiveTrade Service.
2. During the Offer Period, You may submit questions in relation to the advertised item. All questions (and their corresponding answers) will be posted and available for all Subscribers to view.
3. You must not use the question facility or any other means to attempt to negotiate directly with the Advertiser or to obtain the Advertiser's identity and/or contact details.
4. You must not use the question facility to seek to interfere or disrupt the use of the LiveTrade Service by any other user.

9. General

1. carsales may alter these terms and conditions on 7 days' notice (such notice being effected by publishing the amended terms and conditions on AutoGate). Subject to the terms of any applicable PSS, carsales may cease to offer any of its services at any time without notice to the Subscriber.
2. The Subscriber agrees to indemnify carsales (and its subsidiaries, employees and officers) and hold those parties harmless against all loss, actions, proceedings, costs and expenses (including legal fees) claims and damages incurred by them directly or indirectly as a result of the Subscriber's breach of any of these terms or any representation or warranty.
3. To the full extent permitted by law, all guarantees and implied and express warranties in respect of the services provided by carsales are hereby excluded.
4. Subject to Section9 (5) below, and except to the extent that liability cannot be excluded, carsales will not be liable for loss or damage (whether arising in contract, tort (including negligence), indemnity, strict liability, reach if warranty or statute) arising out Your access or use of carsales' services, any inaccuracies in information displayed via the services or any interruption, delay, transmission failure or malfunction of any service.
5. To the full extent permitted by law, carsales will only be liable to You or a Subscriber: pursuant to any guarantee, right or contractual term that arises, is created or is implied by operation of law and that cannot be excluded provided that any such liability of carsales is limited at carsales' option to
 - supplying the relevant services again or
 - paying the cost of such replacement, repairs or supply; or
 - Subject always to subclause 9(6) below, if Your claim arises from or in connection with any deliberate breach of these terms and conditions or fraud by carsales.
6. To the full extent permitted by law, carsales will not be liable to You or a Subscriber for loss of use, production, profit, revenue, business, data, contractor anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage.
7. For the purposes of this section, the term carsales will mean carsales, its officers, employees, contractors and agents, whether individually or collectively.
8. Section 9 (General) of these terms and conditions will survive the expiration or termination of this agreement.