

Terms & Conditions

The wornitonce (WIO) site ("the Site") is an online market place for members to upload pictures and details of items they wish to sell or swap. WIO is not an online auctioneer. The Site acts as a venue to enable registered users to offer, sell, buy and swap legal goods, at any time on the internet via a variety of methods. As a facilitator providing a vehicle for transactions we do not review listings provided by users, we never possess or hold legal title to the goods offered through the Site and we are not involved in transactions between purchasers and sellers and do not act as agent for either party.

WIO is not responsible for and will not compensate participants in any transactions in any way, nor will WIO deliver any goods acquired. Although we encourage members to make equitable swaps WIO has no responsibility to ensure either the fairness or completion of any swap, WIO's sole responsibility is to ensure so far as reasonably practicable that the database is accurate and up to date.

By participating in the Site, you understand and agree to abide by the terms of the User Agreement and Conditions of Use. This User Agreement sets out the terms and conditions applicable to your use of our services under the domain www.wornitonce.com. It is a precondition of your use or access of our services that you are bound by this User Agreement and should you not agree to be bound by this User Agreement you are precluded from using or accessing our services.

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 WIO, in our sole discretion, to a third party in the event of a merger or acquisition or any other event. You and WIO 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.

Conditions of Use

1. The choice between swapping or selling legal goods is the sole responsibility of the members, the terms of any such transaction and the health and safety precautions you as members choose to take are solely your responsibility. All use of the Site is at your own risk. WIO does not monitor the postings on the Site for accuracy or reliability and makes no warranty in either regard for any information posted on the Site. WIO does not guarantee or have any information regarding the quality, safety or fitness for purpose of any goods swapped or purchased. WIO accepts no liability for any illness or injury caused by your use of any goods acquired through the Site.
2. No assumption should be made from the offer, sale, purchase, import or export of any item that it is valid and legal based on the fact that it is listed on the Site. Laws vary between nations and by using the Site you agree to accept responsibility for the legality of your actions under the laws that apply to you.
3. You expressly agree that use of the Site is at your sole risk. Neither WIO, nor our affiliates, nor any of our officers, directors, or employees, agents, third-party content providers, merchants, sponsors, licensors, or the like (collectively referred to as "Associates"), warrant that the Site will be uninterrupted or error free. Nor do we make any warranty as to results that may be obtained from the use of the Site, or as to the accuracy or reliability of any information, content, service, or merchandise provided through the Site. The Site is provided on an "as is", "as available" basis and we disclaim warranties of any kind, either expressed or implied, including but not limited to warranties of title or implied warranties of satisfactory quality or fitness for a particular purpose. No oral or written advice or information given by neither us nor our Associates shall create any warranty or representation either express or implied.
4. We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Site from third parties. We recommend discretion when surfing the internet or using our, or anyone's, services. We cannot be held responsible for the accuracy, copyright compliance, legality or decency of material contained in third-party sites, and you irrevocably waive any claim against us with respect to such sites.
5. 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 WIO and you release WIO (and our parent, subsidiaries and Associates) from

all claims, liability, damages, losses, costs and expenses including legal fees, known and unknown, arising out of or in any way connected with such right, claim or action.

6. Under no circumstances shall WIO or any other party involved in creating, producing or distributing the Site be liable for any direct, indirect, incidental, special or consequential damages for loss of profits, good will, use, data or other tangible or intangible losses (even if we have been advised of the possibility of such damages) that result from:
 1. the use of or inability to use the Site,
 2. the cost of the procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service,
 3. unauthorised access to or alteration of you transmissions or data,
 4. statements or conduct of any third party on the Site,
 5. any other matter relating to the service.

You hereby acknowledge that this clause shall apply to all content, merchandise and services available through the Site. You agree to indemnify and hold us, and our subsidiaries, Associates, sponsors, licensors, providers, merchants or any other partners, and employees, harmless from any claim or demand, including legal fees, made by any third party due to or arising out of content you submit, post to or transmit through the Site, your use of the Site, your connection to the Site, your violation of the User Agreement or your violation of any rights of another.

7. 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.
8. 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 must not disclose it to any other person. You must not transfer or sell your User ID to any other person. You must not permit, either directly or indirectly, any other person to utilise your User ID or password.
9. Restrictions on use
 1. Restricted Items. You must not offer, sell, bid for, or buy any items which we (in our absolute discretion) do not permit on the Site. We do not accept any obligation to protect you from unsafe items listed for sale on our Site. You must not assume that items listed will be harmless to people or property.
 2. 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, WIO 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. 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. Feedback ratings are not designed for any purpose other than for facilitating trading between users, and you agree that you shall not market or export your feedback rating in any venue other than the Site. We do not allow you to import feedback from other websites because such feedback does not reflect your reputation within the Site.
 4. 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 WIO is not responsible for the acts or omissions of users on the Site.
10. Bidding and Buying
 1. As a buyer, you have a legal obligation to complete a transaction with a seller:
 - a. if you purchase an item through one of our fixed price formats; or
 - b. if you are the preferred or 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 transaction is prohibited by law or by this User Agreement.

2. 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.

11. Listing and Selling.

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.
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.
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 preferred or highest bidder on completion of the listing, unless: (a) the buyer fails to meet the conditions of the seller's listing (such as payment method); or (b) the seller cannot authenticate the buyer's identity.
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. We are not responsible for verifying a seller's right to list and sell items. WIO's 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 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.
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.

12. Fees

Becoming a member of WIO is subject to payment of a Registration Fee. This fee will be quoted upon applying for registration and WIO reserve the right to change this fee. In addition you will remain responsible for the costs of accessing the Site and communicating with other users. WIO charge fees for listing items for sale through the Site and when you list an item you have an opportunity to review and accept the fees that you will be charged. We may choose to temporarily alter 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 GB Pounds sterling. 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 the Site and all applicable taxes. You agree that we may issue you with invoices in electronic format by email.

13. Your Information.

1. Definition

"Your Information" is defined as any information you provide to us or other users in relation to the services provided by WIO 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.

2. Restrictions

Your Information and your activities on our Site must not:

1. be false, inaccurate or misleading;
2. be offensive or menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights;
3. infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
4. be fraudulent or involve the sale of counterfeit or stolen items;
5. 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);
6. be obscene, indecent or contain child pornography;
7. create liability for WIO or cause WIO to lose (in whole or in part) the services of our ISPs or other suppliers;
8. link directly or indirectly to or include descriptions of goods or services that:
 - i. are prohibited under this User Agreement;
 - ii. are identical to other items you have up for sale but are priced lower than your item's reserve or minimum bid amount;
 - iii. are concurrently listed for sale on a website other than the Site (this does not prevent linking to or advertising an item from another website); or
 - iv. you do not have a right to link to or include.
9. 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;
10. 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.

3. License

To enable WIO to use Your Information, you grant a non-exclusive, world-wide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) license 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.

4. Access and Interference

Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to WIO by its 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:

- . take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- a. 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 WIO and the appropriate third party, as applicable;
- b. interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or
- c. 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.

5. Your Use of Other Users' Information

In order to facilitate interaction among all WIO 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 a WIO communication or WIO transaction, you may only use such information for:

- . WIO-related communications that are not unsolicited commercial messages and relate to your genuine participation in an WIO-facilitated transaction,
 - a. using services offered through WIO (e.g. escrow, insurance, postal and fraud complaints), and
 - b. 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, programme participants, and other rights holders are given different rights with respect to information they access. WIO and our users do not tolerate spam or unsolicited commercial communications. Therefore, without limiting the foregoing, you shall not add a WIO employee or an WIO 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.

14. 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; (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.

15. 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 WIO 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.

16. 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 or your violation of any law or the rights of a third party.

17. Notices

Unless otherwise explicitly stated, notices to WIO must be sent by email to: info@wornitonce.com, and notices to you will be sent to the email address that you provide to WIO 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.

18. Governing Law and Legal Compliance

This User Agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English 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 law, including laws governing what can be legally offered, sold, exported, bought or imported. There may be additional legal requirements, 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 sell 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.

19. Dispute Resolution

Disputes between you and WIO regarding our services may be reported to WIO. We encourage you to report all disputes between users to your local law enforcement body.

20. 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.