

## **TERMS & CONDITIONS FOR E-COMMERCE**

### **USER AGREEMENT**

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of [www.autocon.biz](http://www.autocon.biz) website.

#### **User Agreement**

Your use of autocon.biz website {including [www.autocon.biz](http://www.autocon.biz) and its related sites, services and tools} is governed by the following terms and conditions as applicable to the Website and the general principles for other autocon.biz websites of our subsidiaries and international affiliates. If you transact on any autocon.biz website other than the Website, you shall be subject to the policies that are applicable to the autocon.biz sites for such transaction.

For the purpose of the User Agreement, Registered User / Guest User and wherever the context so require 'You' shall mean any natural or legal person who has agreed to become a member of the Website by providing Registration Data (as defined hereinafter)while registering on the Website as Registered User / Guest User using the computer systems of the Website and accepted this electronic version /electronic record of the User Agreement and has allocated himself a unique identification user name ("User ID" and "Password") to become Registered User or have been identified as Guest User by providing cell number and email id..

As a new Registered User/ Guest User, this User Agreement shall be effective and binding upon your 'acceptance'. 'Acceptance' shall mean your affirmative action in clicking on 'check box' and on the 'continue button' as provided on the registration page or clicking on 'Pay Now' button while transacting as Guest User or such other actions that implies your acceptance.If you do not agree or are not willing to be bound by the terms and conditions of this User Agreement and autocon.biz Rules and Policies, please do not click on the "check box " and on the "continue" button or "Pay Now" button and do not seek to obtain access to or otherwise use the Website.

**Amendments:** autocon.biz may amend this User Agreement and/or autocon.biz Rules and Policies at any time by posting a revised version on the Website. All updates and amendments shall be notified to you via autocon.biz Website. The revised version will be effective at the time autocon.biz posts it on the Website. By impliedly or expressly accepting this User Agreement, You also accept and agree to be bound by autocon.biz Rules and Policies as provided from time to time in the following hyperlinks:

#### **1. Membership Eligibility**

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharging solvents etc. are not eligible to use the Website. If you are a minor i.e.under the age of 18 years, you shall not register as a member of the Website and shall not sell, purchase or bid for any items on the Website. As a minor if you wish to purchase or sell an item on the Website such purchase or sale maybe made by your legal guardian or parents who have registered as users of the Website or can use the Website as Guest User. autocon.biz reserves the right to terminate your membership and refuse to provide you with access to the Website if it is brought to autocon.biz's notice or if it is discovered that you are under the age of 18 years.

**Business entity registration:**If you are registering as a business entity, you represent that you are duly authorized by the business entity to accept this User Agreement and you have the authority to bind that business entity to this User Agreement.

**Guest User:**If you are transacting as a Guest User, you shall not be allowed to list/ sell product or services on Website and there could be certain additional restrictions on you as a Guest User for your purchase and the other functionality of the Website available to you.

#### **2. Your Account and Registration Obligations**

If you use the Website as Registered User, you are responsible for maintaining the confidentiality of your User ID and Password. If you use the Website as a Guest User you are responsible for maintaining the confidentiality of your email ID and cell number and for restricting access to your computer, computer system and computer network, and you are responsible for all activities that occur under your User ID and Password , email id and cell number as the case may be. Also as a Guest User, you shall ensure the physical security and possession of your cell phone. You agree, inter alia, to:

1. Provide true, accurate, current and complete information about yourself as prompted by autocon.biz's registration form or provided by You as Guest User (such information being the "Registration Data")
2. You must not include any of your contact details such as email addresses etc in your User ID while registering as Registered User; and 3. Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or autocon.biz has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the User Agreement, autocon.biz has the right to indefinitely suspend or terminate or block access of your membership with the Website and refuse to provide you with access to the Website.

### **3. Electronic Communications**

When You use the Website or send emails or other data, information or communication to autocon.biz, You agree and understand that You are communicating with autocon.biz through electronic records and You consent to receive communications via electronic records from autocon.biz periodically and as and when required. autocon.biz will communicate with You by email or by Post notice or electronic records on the autocon.biz Website which will be deemed adequate service of notice / electronic record.

### **4. Fees and Services.**

Membership on the Website is free. autocon.biz does not charge any fee for browsing, bidding and buying on the Website. However, before you list an item for sale through the Website, we request you to review our Fees and Credit Policy which is hereby incorporated by reference into this agreement. autocon.biz reserves the right to change its Fee and Credit policies from time to time. In particular, autocon.biz may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event autocon.biz reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee and Credit policies shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees and be payable to autocon.biz within such time as specified in the invoice. If You select to receive invoice in a currency other than Indian Rupees, You will receive all invoices from autocon.biz in the currency as selected by you. Your payments to autocon.biz International AG should be in a currency other than Indian Rupees and should be from a bank account other than an Indian bank account or from a credit card other than those issued by Indian banks. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to autocon.biz. Your payment to autocon.biz with full compliance of all applicable laws shall be sufficient to discharge you from your obligations towards autocon.biz regarding payments under these invoices.

**4.1 Taxes:** You are responsible for paying all fees associated with the use of the Website and you agree to bear any and all applicable taxes, charges, cesses etc. levied thereon.

**4.2 Non payment:** autocon.biz reserves the right to issue a warning, temporarily /indefinitely suspend or terminate your membership of the Website and refuse to provide you with access to the Website in case of non-payment of fees by you to autocon.biz. autocon.biz also reserves the right to take legal action in case of non-payment of fees by you to autocon.biz.

### **5. Use of the Website**

**5.1.** You understand and agree that autocon.biz and the Website merely provides hosting services to its Registered Users and persons browsing / visiting the Website. All items advertised / listed and the contents therein are advertised and listed by Registered Users and are third party user generated contents. autocon.biz neither originates nor initiates the transmission nor select the sender and receiver of the transmission nor selects nor modify the information contained in the transmission. autocon.biz has no control over the third party user generated contents.

**5.2.** You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:

**1.** "Your Information" is defined as any information you provide to us or other users of the Website ("Users") in the registration (as Registered User or as Guest User), bidding, buying or listing process, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act only as a passive conduit for your online distribution and publication of Your Information.

You shall not host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that:

**(a)** belongs to another person and to which You does not have any right to;

**(b)** is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in

any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) harm minors in any way;

(d) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;

(e) violates any law for the time being in force;

(f) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(g) impersonate another person;

(h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or appropriate any system, data or personal information;

(i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

(j) shall not be false, inaccurate or misleading;

(j) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force. Without prejudice to the generality of the above, autocon.biz does not permit transactions in the following items including but not limited to categories as stated in the Prohibited and Restricted Items Policy.

(k) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and

(l) shall not link directly or indirectly to or include descriptions of items, goods or services that:

**are prohibited under the User Agreement or any other applicable law for the time being in force including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, Information Technology Act 2000 as amended time to time and rules there under ;**

1. are identical to other items you have up for auction but are priced lower than your item's price, the reserve price of the item or minimum bid amount;

2. are concurrently listed for sale on a web site other than the Website;

3. Solely to enable autocon.biz to use the information you supply us with, so that we are not violating any rights you might have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. autocon.biz will only use Your Information in accordance with the User Agreement and [autocon.biz's Privacy Policy](#).

4. You represent and confirm that you shall be the sole and exclusive legal owner of all items, goods or products of any description that you wish to offer for sale on the Website. You shall have absolute right, title and authority to deal in and offer for sale such items, goods or products.

5. In the event that any transaction or attempted transaction relating to any item, good or service which is violative of this User Agreement or applicable law comes to your knowledge, you shall take all steps to inform autocon.biz of the same. If you are a Registered User, you may contact autocon.biz. (Page link)

**6.** You shall not, either alone or in conjunction with other Users, manipulate or attempt to manipulate the prices of any item or services being sold or purchased on the Website as per the applicable Shill Bidding Policy, which is incorporated by way of reference in this Agreement.

**7.** You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/ VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force. In particular you shall ensure that if any of your items listed on the Website qualifies as an "Antiquity" or "Art treasure" as defined in the Act ("Artwork"), you shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Arts and Antiquities Act, and shall ensure that it is not delivered to any Winning bidder/buyer (as defined under the Bidding and Buying section) at any place outside India.

**8.** You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the other Users that you transact with.

**9.** You release and indemnify autocon.biz and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, autocon.biz cannot control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website. Please note that there may be risks in dealing with foreign nationals, underage persons or people acting under false pretense.

## **7. Privacy**

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and Your Personal Information is one of our most important assets. We store and process Your Information on computers that are protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and rules thereunder. We use third parties to verify and certify our privacy principles. If you object to your Information being transferred or used in this way please do not use the Website.

### **7A. Your Consent:**

By using the Site and/ or by providing your information, you consent to the collection and use of the information you disclose on the Site by autocon.biz in accordance with autocon.biz Privacy Policy. <http://pages.autocon.biz/help/policies/privacy-policy.html>

## **8. Payment Gateway**

With Payment Gateway Facility, Payments for items on the Website can be made through the electronic or through Cash on delivery transactions, as may be permitted by autocon.biz to the website seller(s) in its sole discretion. Payment Gateway Facility also enables automated collection and remittance services. using the current Indian banking and credit/ debit/ cash card/ paymate/ oxicash/ zipcash and such other infrastructure directly through Bank or financial institution infrastructure or indirectly through Payment Aggregator or through any facility as may be authorized by the Reserve Bank of India for collection, refund and remittance, as the case may be of payment or supporting the same in any manner. Payment Gateway Facility could be availed under Payment Gateway User Agreement, Payment Gateway Seller Terms and Conditions and other Payment Gateway Rules and Policies. You would be asked by autocon.biz to separately accept the aforesaid Payment Gateway User Agreement, Payment Gateway Seller Terms and Conditions and other Payment Gateway rules and policies as may be required and applicable for your nature of activities.

## **9. Breach**

Without limiting other remedies, autocon.biz may limit your activity, immediately remove your information or bids, or end your listing, warn other Users of your actions, immediately temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to the Website in the event, but not limited to:

1. If you breach the User Agreement or Privacy Policy or Payment Gateway User Agreement or PaisaPay Seller Terms and Conditions or the documents, agreements rules, policies, terms and conditions these incorporated herein by reference;

2. If autocon.biz is unable to verify or authenticate any information you provide; or

3. If it is believed that your actions may cause legal liability for you, other Users or autocon.biz. autocon.biz may at any time at its sole discretion reinstate suspended Users. A User that has been suspended or blocked may not register or attempt to register with autocon.biz or use the Website in any manner whatsoever until such time that such User is reinstated by autocon.biz. Notwithstanding the foregoing, if you breach the User Agreement or the documents it incorporates by reference, autocon.biz reserves the right to recover any amounts due and owing by you to autocon.biz and to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against you.

## **10. Bidding and Buying**

All bids (under the Auction format) and all purchases (under the Buy It Now format) on the Website are a firm commitment to purchase. You are obligated to complete the transaction with the seller.

An action to purchase or bids may be increased in price or volume later but may not be withdrawn. Purchases/Bids cannot be canceled. By purchasing/bidding on an item you agree to be bound by the conditions of sale included in the item's description (or linked to from the description) so long as those conditions of sale are not in violation of the User Agreement or unlawful. In case of consumer goods, sellers on the Website may or may not specify the retail prices of the items being sold. You are advised to independently verify the retail prices of such items if you so desire.

autocon.biz strongly advises you not to test the site with false bids/purchases, as it will put you at substantial personal legal risk. It is an offence to use a false name, other false personal information or a known invalid/ unauthorized credit/ debit/ cash card / paymate, oxicash/ zipcash and such other infrastructure directly through Bank or financial institution infrastructure or indirectly through Payment Aggregator or through any facility in any manner to bid. Willfully entering erroneous or fictitious bids may result in prosecution by autocon.biz.

Please be aware that even if you do not give autocon.biz your real name, your Web browser transmits a unique address to us, which can be used by law enforcement officials to identify you. If you are a registered buyer on the Website we encourage you to post feedback on the seller after the auction is closed.

In case of purchase of/placing a successful bid for an Artwork which is marked as "non-exportable" on the Website or it is illegal to export the same and you agree that the Artwork shall not be exported out of India or otherwise dealt in any such manner which shall be in contravention of any law for the time being in force or any rules, regulations, notifications and orders passed there under.

## **12. autocon.biz Guarantee\***

The autocon.biz Guarantee\* seeks to assist buyers who have been defrauded by sellers on the Website. If a buyer has made a payment for an item and has never received it or has received an item that is significantly lower in value as compared to what was described, the buyer can seek protection under the autocon.biz Guarantee\*. The coverage under this program is restricted to such amount as may be provided in the autocon.biz Guarantee\*.

For this purpose the buyer needs to follow certain steps set out in the Program fully detailed at <http://pages.autocon.biz/help/tp/inr-snad-process.html> and review the autocon.biz Guarantee\* Eligibility and Claims Process more fully detailed at <http://pages.autocon.biz/help/autocon.biz-guarantee.html> on the Website.

☒ If autocon.biz has suspicion or knowledge, that any of its members are involved in any activity that is intended to provide claims or information that is false, misleading or not genuine, then autocon.biz may while reserving its rights to initiate civil and/or criminal proceedings against member may also at its sole discretion suspend, block, restrict, cancel the user id of Registered User and such necessary action against Guest User of such member and/or disqualify that member and any related members from availing protection through this program.

☒ autocon.biz reserves its right to initiate civil and/or criminal proceedings against a user who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, autocon.biz may at its sole discretion suspend, block, restrict, cancel the user id [and its related user ids] of such user and/or disqualify that member and any related members from availing protection through this program.

Any person who, knowingly and with intent to injure, defraud or deceive, files a Fraudulent Complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

## **12.A Buyer Protection for transactions on other autocon.biz sites:**

If you list your items for sale internationally and/or otherwise offer to make your products available to buyers in other countries, you may be subject to the policies that are applicable to the autocon.biz sites on which you list or where your items appear. Specifically, the autocon.biz Buyer Protection Policy of the site where the buyer buys the product may apply to your transaction.

We may require sellers to comply with resolution process under the applicable autocon.biz Buyer Protection Policy of other autocon.biz sites. Sellers hereby permit autocon.biz to make a final decision, at its sole discretion, on any claim that a buyer files with autocon.biz under the applicable autocon.biz Buyer Protection Policy of the autocon.biz site if the buyer and seller do not reach resolution, and the seller does not provide information requested by autocon.biz. If a dispute is resolved in the buyer's favor, the buyer will be granted a refund for the cost of the item and the original shipping as described in the applicable autocon.biz Buyer Protection Policy of other autocon.biz sites, autocon.biz reserves the right to require a seller to reimburse autocon.biz for such refund. Sellers must have a reimbursement method on file with autocon.biz. autocon.biz reserves the rights to at its sole discretion to recover the refund from the seller and/or apply certain restrictions or suspension of seller privileges for the seller's transactions on the Website or other autocon.biz sites.

### **13. Selling**

As a registered member, you may list item/s for sale on the Website in accordance with the Listing Policies more fully detailed at autocon.biz Rules and Policies which Policy is incorporated by way of reference in this Agreement. You must be legally able to sell the item(s) you list for sale on our Website. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Website. All listed items must be kept in stock for successful fulfillment of sales. All listings must comply with autocon.biz Rules and Policy which is incorporated by way of reference in this Agreement.

The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amounts that you may have received from the buyer. You agree not to list a single product in multiple quantities across various categories on the site. autocon.biz reserves the right to delete such multiple listings of the same product listed by you in various categories.

### **14. Feedback**

We encourage Registered buyers and sellers on the Website to provide feedback to each other after the transaction has closed, this helps all Users to know what it is like to deal with the said buyer/seller. After you conduct a transaction, if applicable, we encourage you to leave feedback for the buyer or seller that you dealt with. Please remember that you cannot retract the feedback once you have left it. Your feedback will be displayed along with your user ID. autocon.biz will not be responsible for the feedback that you post on the Website and you should be careful about making comments that are not factual in nature and should not post defamatory or illegal or offensive/obscene contents.

You may not take any actions that may undermine the integrity of the feedback system. If you continue to receive negative feedback ratings, autocon.biz reserves the right to suspend your membership, and you will be unable to list, buy or bid on the Website.

Export- You acknowledge that your feedback consists of comments left by other Users and a composite feedback number compiled by autocon.biz, and that the composite number without the comments does not convey your full user profile. As feedback ratings are not designed for any purpose other than for facilitating trading between the Users, you agree that you shall not market or export your Website feedback rating in any venue other than on the Website.

Import- We do not provide the technical ability to allow you to import feedback from other websites to autocon.biz because a composite number, without the corresponding feedback does not reflect your true online reputation within our community.

### **16. No Warranty**

autocon.biz and its suppliers, affiliates and service provider provide the Website and Payment Gateway "as is" and without any Warranty or condition, express, implied or statutory and specifically disclaim any implied Warranties of title, merchantability, fitness for a particular purpose and non-infringement. You expressly agree that your use of the Website and Payment Gateway is at your risk.

### **17. Limitation of Liability**

In no event shall autocon.biz or its suppliers, affiliates and service providers be liable for any direct, indirect, incidental, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses

arising out of or in connection with the Website and Payment Gateway Facility, its services or this agreement (however arising, including negligence).

autocon.biz 's liability in any circumstance is limited to the amount of fees, if any, paid by you to autocon.biz. autocon.biz, its associates, affiliates and service providers and technology partners make no representations or Warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Website or that the operation of the Website or PaisaPay Facility will be error free and/or uninterrupted. Consequently, autocon.biz assumes no liability whatsoever for any monetary or other damage suffered by you on account of:

1. The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website or Payment Gateway Facility; and Payment Gateway Rules and Policies which are incorporated by way of reference in this Agreement.
2. Any interruption or errors in the operation of the Website or Payment Gateway Facility. You expressly understand and agree that shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if autocon.biz has been advised of the possibility of such damages).

### **18. Indemnity**

You shall indemnify and hold harmless autocon.biz and (as applicable) autocon.biz 's parent, subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of the User Agreement, autocon.biz Rules and Policies, Payment Gateway User Agreement, Payment Gateway Seller Terms and Conditions and Payment Gateway Rules and Policies or the documents they incorporates by reference, or your violation of any law, rules or regulations or the rights of a third party.

### **19. General**

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and autocon.biz and you shall have no authority to bind autocon.biz in any manner whatsoever.

Except as explicitly stated otherwise, any notices shall be given by postal mail on behalf of autocon.biz to autocon.biz or to the email address you provide to us during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

If any clause of the User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the User Agreement.

This Agreement sets forth the entire understanding and agreement between You and autocon.biz with respect to the subject matter hereof.

In autocon.biz's sole discretion, autocon.biz may transfer its rights and obligations (also known as "assign") under this Agreement without your prior express consent, provided that autocon.biz assigns the Agreement on the same terms or terms that are no less advantageous to You.

### **20. Arbitration**

If any dispute arises between you and autocon.biz during your use of the Website or Payment Gateway or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, Payment Gateway User Agreement and Payment Gateway Seller Terms and Conditions or the documents they incorporates by reference, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by autocon.biz. The place of arbitration s