

## **LSL ‘Bid & View Membership’ fee and ‘View Only Membership’ fee Terms of Use**

LSL Auctions Limited and Livestock Live Limited referred to thereafter in this document as (LSL, LSL App or LSL TV App) provides a personalized Bid & View Membership and View Only Membership service that allows our members to access live auctions ("LSL content") streamed over the Internet to certain Internet-connected TVs, computers, and other mobile and tablet devices. These Terms of Use govern your use of our service. As used in these Terms of Use, "LSL service", "our service" or "the service" means the personalized service provided by LSL for discovering ‘bidding & view’ membership or ‘view only’ membership LSL content, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

### **1. Membership**

1.1. Your LSL ‘Bid & View’ or ‘View Only’ Membership will continue until terminated. To use the LSL service, you must have Internet access and an LSL Ready Device for LSL App or LSL TV App and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the Bid & View or View Only fee for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer several memberships, subscription and/or fee pay plans. Some subscription, membership and/or fee plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your LSL membership, subscription and/or fee pay by visiting our website and clicking on the "Account" link available at the top of the pages under your profile name.

### **2. Promotional Offers.**

We may from time to time offer special promotional offers, plans or memberships, subscription, fee pay (“Offers”). Offer eligibility is determined by LSL at its sole discretion and we reserve the right to revoke an Offer and put your account on hold if we determine you are not eligible. Members of households with an existing or recent LSL membership, subscription, fee pay may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent LSL membership, subscription, fee pay to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

### **3. Billing and Cancellation**

3.1. Billing Cycle. The membership, subscription and/or fee pay plan for the LSL service will be charged to your Payment Method on the specific payment date indicated on the "Account" page. The length of your billing cycle will depend on the type of subscription, membership, fee pay plan that you choose when you signed up for the service. In some cases, your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription, membership, fee pay plan or if your paid membership, subscription, fee pay plan began on a day not contained in each month. Visit our website or App to see your next payment date.

3.2. Payment Methods. To use the LSL service, you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription, membership, fee pay plan. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

### 3.3. Updating your Payment Methods.

You can update your Payment Methods by going to your LSL Account page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

3.4. Cancellation. You can cancel your LSL membership, subscription, fee pay plan at any time, and you will continue to have access to the LSL service through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial membership periods or unwatched LSL content. To cancel, go to your Account page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Account" page.

3.5. Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

## 4. LSL Service

4.1. You must be at least 18 years of age to become a member of the LSL service. Minors may only use the service under the supervision of an adult.

4.2. The LSL service and any content viewed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your LSL membership we grant you a limited, non-exclusive, non-transferable right to access the LSL service and view LSL content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

4.3. You may view the LSL content primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available to watch will vary by geographic location and will change from time to time. The number of devices on which you may simultaneously watch depends on your chosen subscription plan and is specified on your Account page.

4.4. The LSL service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including our website, user interfaces, promotional features, and availability of LSL content.

4.5. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms

of Use) content and information contained on or obtained from or through the LSL service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the LSL service; use any robot, spider, scraper or other automated means to access the LSL service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the LSL service; insert any code or product or manipulate the content of the LSL service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment associated with the LSL service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.6. The quality of the display of the LSL content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD, Ultra HD and HDR availability is subject to your Internet service and device capabilities. Not all content is available in all formats, such as HD, Ultra HD and HDR, and not all subscription, membership, fee pay plans allow you to receive content in all formats. Default playback settings on cellular networks exclude HD, Ultra HD and HDR content. The minimum connection speed for SD quality is 10.0 Mbps; however, we recommend a faster connection for improved video quality. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content (defined as a resolution of 720p or higher). A download speed of at least 20.0 Mbps per stream is recommended to receive Ultra HD (defined as a resolution of 4K or higher). You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching LSL content will vary based on several factors, including your location, available bandwidth at the time, the content you have selected and the configuration of your LSL Ready Device or App.

4.7. LSL software is developed by, or for, LSL and may solely be used for authorized streaming and viewing of LSL content through LSL Ready Device or LSL App. This software may vary by device and medium, and functionalities and features may also differ between devices. You acknowledge that the use of the service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the LSL software and related third-party software.

4.8. LSL will not be held responsible and will be indemnified against third party services failure such as third-party servers, web providers, internet providers, third party broadcasting platforms or third-party bidding services platforms. This also includes mobile network providers and or user's private internet providers which are outside the control of LSL.

## **5. Passwords and Account Access.**

The member who created the LSL account and whose Payment Method is charged (the "Account Owner") is responsible for any activity that occurs through the LSL account. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should maintain control over the LSL Ready Device or Apps that are used to access the service and not reveal the password or details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to

us relating to your account. We can terminate your account or place your account on hold in order to protect you, LSL or our partners from identity theft or other fraudulent activity.

## **6. Miscellaneous**

6.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of Ireland and United Kingdom.

6.2. Unsolicited Materials.

LSL does not accept unsolicited materials or ideas for LSL content and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to LSL.

6.3. Customer Support.

To find more information about our service and its features or if you need assistance with your account, please visit contact LSL at [www.lslauctions.com](http://www.lslauctions.com) . In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means.

6.4. Survival.

If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

6.5. Changes to Terms of Use.

LSL may, from time to time, change these Terms of Use. We will notify you at least 14 days before such changes apply to you.

6.6. Electronic Communications.

We will send you information relating to your account (e.g., payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

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