

ONA Online Auction Subscription Agreement

READ CAREFULLY. THIS SUBSCRIPTION AGREEMENT (THE "AGREEMENT") IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND **DLS ASSOCIATES LIMITED**
“ONA Online Auction”

By clicking the "Register/Login" button you are indicating that you have read this subscription agreement (the "subscription agreement"), that you understand it, and that you consent to be bound by all of its terms and conditions. This agreement sets forth your rights and obligations with respect to your subscription to ONA Online Auction. If you do not agree to the terms of this subscription agreement, you should stop the subscription registration process.

This Agreement is in addition to, and not in lieu of, the Invaluable Terms of Use Agreement to which you agree when you initially use the Site (as defined in the Terms of Use Agreement). By clicking the "Register/Login" button, you not only agree to the terms set forth herein, but you reaffirm your consent to the Terms of Use Agreement. The Terms of Use Agreement is hereby incorporated by reference hereto and made a part of this Subscription Agreement. For purposes of this Agreement, "Activation Date" means, for each specific Subscription Service (as defined below) to which you have elected to subscribe, the date on which ONA Online Auction first activates such Subscription Service.

1. ENROLLMENT IN THE SUBSCRIPTION SERVICES

You may purchase and/or pay for a subscription to one or more of the following services (each, a "Subscription Service"):

‘Seller’ a service which, if you selected “seller” during “Registration” process at <https://www.ona.co.tz> upon your completed registration of your account with the site, it will allow/and or give you access to list properties which will be subject to auction upon confirmation by ONA Online Auction.

‘Buyer’ a service which, if you selected “buyer” during “Registration” process at <https://www.ona.co.tz> upon your completed registration of your account with the site, it will allow/and or give you access to bid for listed properties which will be subject to auction upon confirmation by ONA Online Auction and complete purchasing process in the situation where you emerged as the winner of the respective auction.

‘Buyer/Seller’ a service which, if you selected “buyer” during “Registration” process at <https://www.ona.co.tz> upon your completed registration of your account with the site, it will allow/and or give you access to bid for listed properties and/or to list properties which will be subject to auction upon confirmation by ONA Online Auction and complete purchasing process in the situation where you emerged as the winner of the respective auction.

2. TERM, FEES AND PAYMENTS

(a) Initial Subscription Payment

By subscribing to one of the Subscription Services, you agree that you will pay the applicable fee for the Subscription Service to which you have elected to subscribe. Your subscription fee will automatically be charged to the credit card you designated as the credit card to be billed for your account and/or you will be required to pay via your mobile before utilizing the service.

(b) Property listing fee

By listing your property so that the property could be included in the coming auction or direct sale, you agree that you will be charged a token of fee which will be calculated on the basis of the value of the respective property so listed.

(c) Commission

For every transaction, a seller agrees that he will be charged auction commission equal to 03% of the proceeds of the sale.

(d) No Refunds

Except as otherwise expressly set forth above, all fees and charges, including charges for automatically renewed Subscription Services, are nonrefundable. However, you may terminate the Subscription Service to which you have elected to subscribe at any time

(e) Methods of Payment and Credit Card Terms

All payments must be made by Mobile phone payment services, VISA and/or Master Card; we do not accept cash, checks or any other payment form. Your card issuer agreement governs your use of your designated card in connection with the Subscription Service to which you have elected to subscribe, and you must refer to that agreement and not this Subscription Agreement to determine your rights and liabilities as a cardholder. YOU, AND NOT DLS ASSOCIATES LIMITED, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, WHICH WERE NOT AUTHORIZED BY YOU. You agree to pay all fees and charges incurred in connection with the Subscription Service to which you have elected to subscribe and its password (including any applicable taxes) at the rates in effect when the charges were incurred. If Invaluable does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by ONA Online Auction.

4. CUSTOMER SERVICE

You understand and agree that ONA Online Auction is solely responsible for all customer service, help, billing and account issues related to the Subscription Service to which you elected to subscribe. Neither your ISP, nor any third party website through which you may have accessed any Subscription Service, nor any of the auction houses and/or auction agents that provide data to ONA Online Auction is responsible for customer service, help, billing and account issues related to your subscription. You agree not to direct any questions, requests for assistance, or inquiries about any Subscription Service to your ISP, to any third party website through which you may have accessed any Subscription Service, or to any of the auction houses that provide data to Invaluable.

3. TERMINATION

(a) Termination By You

You may terminate your subscription to any of the Subscription Service(s) to which you have subscribed at any time through the appropriate link. Once you have terminated the Subscription Service to which you have elected to subscribe, we will stop billing your credit card until and unless you re-subscribe to a Subscription Service. All fees paid and charges made prior to termination as provided herein are nonrefundable, including any advance charge or payment for the subscription term during which you terminate the Subscription Service to which you have subscribed. Termination of such Subscription Service shall not relieve you of any obligations to pay accrued charges.

(b) Termination By Us

You agree that ONA Online Auction, in its sole discretion, with or without prior notice, may freeze or terminate your user ID (email address), password or use of any Subscription Service(s) (or any part thereof) for any reason, including, without limitation, if ONA Online Auction believes that you have violated or acted inconsistently with the letter or spirit of this Subscription Agreement or the Terms of Use Agreement. ONA Online Auction may also in its sole discretion and at any time modify or discontinue providing any Subscription Service, or any part thereof, with or without notice. Further, you agree that ONA Online Auction shall not be liable to you or any third-party for any interference with or termination of your access to any Subscription Service. Notwithstanding the foregoing, if ONA Online Auction suspends or terminates your use of any Subscription Service(s) to which you have subscribed without cause it will (a) extend the term of such Subscription Service(s) by the amount of time such Subscription Service(s) was suspended or (b) refund a pro-rata amount based on the remainder of the term of such Subscription Service(s), as applicable.

5. YOUR ACCOUNT INFORMATION

(a) True and Complete

You agree to provide true, accurate, current and complete information about yourself and your billing information as prompted by the process of subscribing to a Subscription Service (such information being the "Account Information").

(b) Updating Your Account Information

You may update any of your Account Information, designate a different credit card to be billed, or change the applicable expiration date on your currently designated credit card.

(c) Our Use of Account Information

We shall treat all of your Account Information in accordance with our Privacy Policy.

(d) Stolen Account Information Your Responsibility

You are solely and entirely responsible for maintaining the confidentiality of your password and for any and all activities that occur under your account. If you believe someone has accessed any Subscription Service using your email address and password without your authorization, it is your responsibility to immediately notify us at info@ona.co.tz and set up a new email address and password. ONA Online Auction will not be liable for any loss or damage arising from unauthorized use of your email address and password.

6. TECHNOLOGY LIMITATIONS

ONA Online Auction will make reasonable efforts to keep your account and the Subscription Service(s) operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We will make reasonable efforts to notify you at least twenty four (24) hours in advance of any downtime that we anticipate in advance will exceed one hour.

This Subscription Agreement [version 0.00] was last revised and posted on the Site May 20, 2020 to have effect from and after May 20, 2020