

The Wholesale Console

Consoler Master Agreement

This agreement governs all Consolers.

Version Date: 1 June 2026

The Wholesale Console | ABN: 71 143 899 743

BETWEEN:

The Wholesale Console (ABN: 71 143 899 743) ("Service Provider"); and
The Consoler - anyone using the application except the Wholesale Console.

1. Background and Purpose

This Consoler Master Agreement ("Agreement") is a standard agreement that governs the business relationship between The Wholesale Console (ABN: 71 143 899 743) ("Service Provider") and every registered Consoler on the The Wholesale Console platform ("Platform").

This Agreement sets out the standard terms that apply to all Consolers. The specific subscription fee and any other applicable fees are first presented to the Consoler during the sign-up checkout process and are accessible at any time in the Financial Information section of the Consoler's profile on the Platform. Fees and feature access may be updated from time to time, and the Consoler will be notified of any such change in accordance with this Agreement.

This Agreement, together with the Platform Terms and Conditions and the Privacy Policy, forms the entire agreement between the Service Provider and each Consoler. In the event of any inconsistency, the order of precedence is: (1) any notified fee or feature change confirmed by the Consoler, (2) this Agreement, (3) Terms and Conditions.

The Service Provider operates as a research agent assisting Consolers in researching the Australian automobile auction market, with the purpose of saving time and improving the quality of market research.

Users who, after payment, become Consolers have contracted our service to collect auction intelligence from the auction marketplace in Australia, and we provide them with the combined intelligence through our Platform.

This is a data platform, and we do not claim ownership of any data or vehicles.

All financial decisions are the responsibility of the users, and their information is provided only to aid their buying process, not as a final decision.

As part of our ethical operation, we do not watch the signals every minute of the day; in fact, we do it a handful of times and we do not exhaust the sources' resources.

Our objective is to aid the subscribers who have contracted our service and also to market the auction marketplace. At any given moment, if this is broken, or if any party feels that it is broken, they can lodge a complaint and we can resolve it accordingly.

2. Definitions

In this Agreement, the following definitions apply:

- "Agreement" means this Consoler Master Agreement, as updated from time to time.
- "Auction Calendar" means the Platform feature displaying upcoming auction deadlines derived from aggregated Auction Data.
- "Auction Data" means vehicle information aggregated from publicly accessible signals, displayed with source credits and links to the original listing.
- "Commencement Date" means the date on which the Consoler first accesses the Platform following sign-up and payment, or such other date as is recorded in the Platform system.
- "Condition Report" means a vehicle condition assessment submitted by a community member and made available on the Platform, either for free or for a fee set by the submitter.
- "Consoler" means the business entity or individual who has completed the elevated registration process on the Platform and is a party to this Agreement.
- "Consoler Account" means the elevated-tier Platform account held by the Consoler.

- “Effective Date” means, in respect of any fee or feature change notified to the Consoler, the date on which that change takes effect as stated in the notification.
- “Estimated Retail Price” means the indicative resale value generated by the Platform based on aggregated make, model, and market pricing data.
- “Fees” means the Subscription Fee and any other fees payable by the Consoler, as first presented on the checkout page during sign-up and as accessible at any time in the Financial Information section of the Consoler’s profile on the Platform.
- “Platform” means the The Wholesale Console application and all associated services and features.
- “Condition Report Commission” means the percentage of gross transaction value retained by the Service Provider on paid Condition Report transactions, as specified in the Financial Information section of the Consoler’s profile.
- “Financial Information” means the section of the Consoler’s profile on the Platform that records the Consoler’s current Subscription Fee, Condition Report Commission rate, payment method, remittance details, and any other applicable fee arrangements. This information is first set during the sign-up checkout process and is accessible and updatable by the Consoler and the Service Provider at any time.
- “Fee Change Notification” means a written notice (delivered by email or via the Platform) from the Service Provider to the Consoler advising of a proposed change to Fees or feature access, specifying the nature of the change and its Effective Date.
- “Shortlist” means the Consoler’s saved collection of vehicles of interest on the Platform.
- “Subscription Fee” means the recurring fee payable by the Consoler for access to the Platform, as displayed on the checkout page during sign-up and recorded in the Financial Information section of the Consoler’s profile.

3. Financial Information and Fee Management

3.1 Financial Information at Sign-Up

During the Consoler sign-up process, the Consoler will be presented with the applicable Subscription Fee and any other applicable fees on the checkout page before completing registration. By proceeding through the checkout, the Consoler confirms their acceptance of those fees. No fee will be charged unless the Consoler has actively proceeded through the checkout and confirmed payment.

The Commencement Date of this Agreement is the date on which the Consoler first completes sign-up and payment, or the date the Consoler is otherwise granted access to the Platform by the Service Provider.

3.2 Financial Information in the Consoler’s Profile

Following sign-up, the Consoler’s current fee arrangements are accessible at all times in the Financial Information section of their profile on the Platform. This section records:

- The current Subscription Fee, billing cycle, and payment method;
- The Condition Report Commission rate applicable to the Consoler (where the Consoler is enabled for paid Condition Report monetisation);
- The Consoler’s nominated bank account or payment details for Condition Report remittances; and
- Any other applicable fee arrangements agreed between the parties.

The Financial Information section reflects the current agreed position between the parties. The Consoler is responsible for reviewing their Financial Information and notifying the Service Provider of any inaccuracy.

3.3 Fee and Feature Changes

The Service Provider may change the Subscription Fee, Condition Report Commission rate, or available features at any time by issuing a Fee Change Notification to the Consoler via email and/or a notification within the Platform. The following process applies:

- The Consoler will be notified of the proposed change not less than 30 days before it takes effect, specifying what is changing and the Effective Date;
- The Financial Information section of the Consoler's profile will be updated to reflect the new fee or feature arrangement on or before the Effective Date;
- If the Consoler does not wish to continue under the changed terms, they may cancel their subscription before the Effective Date and will not be charged under the new fee arrangement. Continued use of the Platform after the Effective Date constitutes acceptance of the change; and
- For generic changes that apply to all Consolers (such as changes to the standard Subscription Fee tier), the relevant Terms and this Agreement will be updated and all active Consolers will be notified accordingly.

4. Consoler Registration and Eligibility

4.1 Registration Requirements

To register as a Consoler, the applicant may be required to:

- Hold a current and valid Australian Business Number (ABN);
- Provide accurate business information including business name, ABN, location, address, and telephone number;
- Accept this Agreement and the Platform Terms and Conditions and Privacy Policy; and
- Complete the OTP-verified email registration process.
- If you do not like to provide this information, you can choose not to use the service.

4.2 Ongoing Obligations

The Consoler represents and warrants that throughout the Term:

- All registration information provided is and remains accurate, current, and complete;
- It will promptly notify the Service Provider of any material change to its business information; and
- It has full legal capacity and authority to enter into and perform this Agreement.

4.3 Verification

The Service Provider reserves the right to verify the Consoler's ABN against the Australian Business Register and to request additional information to satisfy its verification requirements. The Service Provider may refuse or revoke Consoler status where verification requirements are not met.

5. Services

5.1 Platform Access

Subject to this Agreement, payment of all Fees when due, the Service Provider grants the Consoler a non-exclusive, non-transferable licence to access and use the Platform features available to Consolers as reflected in the Financial Information section of the Consoler's profile.

The standard Platform features available to Consolers include:

- Auction Intelligence: Vehicle intelligence from public signals, displayed with source credits and links to the original listing, for research purposes only;
- Shortlisting and Deadline Reminders: The ability to save vehicles to a Shortlist and receive automated notifications about auction deadlines;
- Estimated Retail Price Tool: Indicative resale price estimates based on make, model, and aggregated market data;
- Auction Calendar: A deadline-based view of upcoming auction events; and
- Condition Report Marketplace: The ability to submit, access, and monetise Condition Reports within the Platform community.

5.2 Nature of Service

The Service Provider operates as a research agent. All information provided through the Platform — including Auction Data, Estimated Retail Prices, Auction Calendars, and Condition Reports — is provided for research and informational purposes only. The Service Provider is not a vehicle dealer, auctioneer, valuer, financier, or advisor and does not provide recommendations or advice regarding the purchase, sale, or value of any vehicle.

5.3 Service Availability

The Service Provider will use commercially reasonable efforts to make the Platform available continuously. The Platform may be temporarily unavailable due to scheduled maintenance, updates, or circumstances beyond the Service Provider's control. The Service Provider does not guarantee uninterrupted access and accepts no liability for unavailability.

6. Auction Data and Market Information

6.1 Source Attribution

All Auction Data displayed on the Platform is attributed to its original source. The Service Provider will display the name and credit of the original auction source for each vehicle listing and provide a direct hyperlink to the original source listing.

6.2 Research Purposes Only

Auction Data is made available to the Consoler as a research reference tool only. The Consoler acknowledges that:

- Auction Data is sourced from third parties and may be incomplete, inaccurate, or out of date;
- Nothing in the Auction Data constitutes a recommendation, endorsement, or advice to purchase any vehicle;
- The Consoler must exercise its own independent judgement and conduct its own due diligence prior to making any vehicle purchasing or commercial decision; and
- The Service Provider accepts no liability for any loss or damage arising from reliance on Auction Data.

6.3 Estimated Retail Price

Estimated Retail Price figures are indicative estimates only and are not professional valuations or appraisals. The Consoler must not represent any Estimated Retail Price as a certified valuation or market guarantee to any third party.

7. Condition Report Marketplace

7.1 Submission of Condition Reports

Consolers may submit Condition Reports on vehicles. By submitting a Condition Report, the Consoler:

- Warrants that the report reflects their own personal inspection or knowledge of the vehicle;
- Warrants that the content is accurate and not misleading;
- Agrees that the report will be hosted and distributed on the Platform in accordance with the Consoler's sharing settings; and
- Grants the Service Provider a non-exclusive, royalty-free licence to host, store, and distribute the Condition Report on the Platform.
- Guarantees that no false information is provided.
- Any limitations of the Condition Report should be clearly mentioned in the report, such as if the inspection was done online, to assist buyers.

7.2 Pricing of Condition Reports

The Consoler may set a fee for access to its Condition Reports within any parameters set by the Service Provider from time to time. The Consoler may also elect to provide Condition Reports free of charge.

7.3 Payment Collection and Remittance

Where a Consoler's Condition Report is set to a paid fee:

- The Service Provider collects payment from accessing Users on behalf of the Consoler as the Consoler's limited payment collection agent;
- The Service Provider retains the Condition Report Commission (as specified in the Financial Information section of the Consoler's profile) from each transaction;
- The net amount is remitted to the Consoler in accordance with the payment cycle recorded in the Financial Information section of the Consoler's profile;
- The Consoler is responsible for its own GST and tax obligations on amounts received; and
- The Service Provider's role as payment collection agent does not create any employment, partnership, or broader agency relationship.

7.4 Disclaimers

Condition Reports represent personal observations only. The Service Provider does not verify, endorse, or warrant the accuracy of any Condition Report. The Consoler must not represent any Condition Report as a certified inspection report, professional assessment, or advice. Recipients of Condition Reports must exercise their own independent judgement.

7.5 Disputes

Disputes between Users and Consolers arising from Condition Reports are the responsibility of the relevant parties. The Service Provider may, at its absolute discretion, assist in mediating disputes but accepts no liability for their outcome.

Creators of Condition Reports must not provide false information, must act in good faith, and must not make any assumptions that might cause people to make bad financial decisions. In those cases, the seller will be liable for the buyer's loss arising from the Condition Report. We will mediate the entire resolution, and if we cannot, we will support the appropriate process.

Where a seller is found to have submitted a Condition Report containing false or misleading information, the seller is required to refund the full purchase price of the Condition Report to

the buyer. The Platform will also refund the Condition Report Commission it retained on that transaction. Where the seller cannot be compelled to make the refund, the Platform will pursue recovery through appropriate channels, including referral to a collection agency. If recovery is unsuccessful, the buyer will be provided with complimentary Platform access for a period whose value, calculated at the then-current standard Subscription Fee, is comparable to the purchase price of the Condition Report. The Platform's liability in connection with fraudulent Condition Reports is limited to the remedies described in this clause and does not extend to any further monetary compensation, subject to any non-excludable rights under the Australian Consumer Law.

8. Consoler Obligations

The Consoler must:

- Use the Platform only for lawful business purposes;
- Not misrepresent Auction Data, Estimated Retail Prices, Condition Reports, or any other Platform content to clients or third parties;
- Not represent the Service Provider as providing financial, legal, valuation, or investment advice;
- Not resell, sublicense, or provide access to the Platform to third parties without the Service Provider's prior written consent;
- Not misuse extract data from the Platform beyond normal use;
- Maintain the confidentiality of its account credentials;
- Promptly notify the Service Provider of any actual or suspected security breach or unauthorised account use; and
- Comply with all applicable laws, including the Australian Consumer Law, in its use of the Platform and in its dealings with clients.

9. Fees and Payment

9.1 Fees Governed by Financial Information

All Fees payable by the Consoler — including the Subscription Fee, Condition Report Commission, and any other applicable fees — are first presented on the checkout page during sign-up and are recorded at all times in the Financial Information section of the Consoler's profile. Fees will only ever be charged through a transparent process that the Consoler has actively proceeded through themselves. No fee will be changed without prior notification in accordance with clause 3.3.

9.2 Subscription Fee

The Subscription Fee is taken at the start of the period. If not cancelled, it will continue to be taken out, and once they cancel, the subscription ends from the start of the next cycle. If the payment is not processed at the beginning of the next cycle, the access will be demoted to guest.

9.3 Other Fees

Any fees other than the Subscription Fee and Condition Report Commissions (including setup fees, feature access fees, or overage fees) will be payable only if they have been presented to the Consoler through the checkout process or notified via a Fee Change Notification and accepted in accordance with clause 3.3, and are payable in accordance with the payment terms set out in this Agreement.

9.4 GST

The Service Provider is not currently registered for GST. Accordingly, no GST is charged on, or added to, the Fees. If the Service Provider becomes registered for GST in the future, GST may apply to the Fees and the Consoler will be notified in accordance with this Agreement. Each party remains responsible for its own GST and tax obligations in respect of amounts it receives.

9.5 Late Payment

If any Fee is not paid by the due date, the Service Provider may suspend the Consoler's account until payment is received.

9.6 Payment Disputes

If the Consoler disputes any invoice or charge in good faith, it must notify the Service Provider in writing within 10 business days of the invoice date, specifying the amount in dispute and the reasons. The parties agree to resolve payment disputes in good faith. Undisputed amounts remain due and payable by the due date.

10. Intellectual Property

10.1 Service Provider IP

All intellectual property in the Platform — including its software, design, database architecture, Estimated Retail Price models, and aggregated data — is owned by or licensed to trading as The Wholesale Console. This Agreement does not transfer any intellectual property rights to the Consoler.

10.2 Consoler IP

The Consoler retains ownership of any intellectual property in Condition Reports it submits, subject to the licence granted to the Service Provider in clause 7.1.

10.3 Third-Party IP

Auction Data, vehicle images, and related content remain the intellectual property of the respective third-party owners. The Consoler must not download, reproduce, or commercially exploit third-party content accessed through the Platform.

11. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party in connection with this Agreement ("Confidential Information"), and to use Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement.

Confidentiality obligations do not apply to information that:

- Is or becomes publicly available other than through a breach of this Agreement;
- Was already known to the receiving party at the time of disclosure;
- Is disclosed with the prior written consent of the disclosing party; or
- Is required to be disclosed by law or by a court or regulatory authority.

Confidentiality obligations survive termination of this Agreement for two (2) years.

12. Limitation of Liability

12.1 Exclusion of Indirect Loss

To the maximum extent permitted by applicable law, neither party will be liable to the other for any indirect, incidental, special, punitive, or consequential loss or damage — including loss of profits, revenue, data, goodwill, or business opportunity — whether arising in contract, tort (including negligence), statute, or otherwise. This will be limited under the Condition Report terms where Sellers knowingly produce fake information; in those cases, they will have to refund the earnings.

12.2 Cap on Liability

The Service Provider's total aggregate liability to the Consoler under or in connection with this Agreement shall not exceed the total Fees paid by the Consoler in the twelve (12) calendar months immediately preceding the event giving rise to the claim.

12.3 Australian Consumer Law

Nothing in this Agreement excludes, restricts, or modifies any guarantee, right, or remedy that cannot be excluded under the Australian Consumer Law or other applicable mandatory legislation. Where the Service Provider's liability cannot be excluded, it is limited, to the extent permitted by law, to re-supply of the relevant service.

12.4 Research Reliance Disclaimer

The Consoler expressly acknowledges that all Platform information is for research purposes only. The Service Provider accepts no liability for any commercial decision made by the Consoler or its clients on the basis of Platform information.

13. Term and Termination

13.1 Term

This Agreement commences on the Commencement Date (being the date the Consoler first signs up and is granted access to the Platform) and continues until terminated in accordance with this clause..

13.2 Termination for Convenience

Either party may terminate this Agreement by giving 30 days' written notice to the other. The Consoler may give notice by contacting the Service Provider at <https://www.wholesaleconsole.com/media/page/contact-us> or by canceling the payment. The payment for the paid period will not be refunded but from next period payment will not be taken, If taken by system or error, contact us and will be refunded in full.

13.3 Termination for Cause

The Service Provider may suspend or terminate the Consoler's access immediately. The Consoler will be notified of the reason, though the Service Provider may not always be in a position to communicate this at the time of suspension. The Consoler is welcome to contact the Service Provider to request more information and the Service Provider will do its best to assist. If the Consoler wishes to discuss reinstatement and is willing to modify the relevant conduct, they may contact the Service Provider within 14 days and the parties may agree terms for reinstatement at the Service Provider's discretion. Suspension or termination may occur where the Consoler:

- Materially breaches this Agreement
- Engages in fraudulent, deceptive, or unlawful conduct;

- Becomes insolvent, enters administration, or ceases to carry on business; or
- Fails to maintain a valid ABN or provides false registration information.

13.4 Effect of Termination

Upon termination:

- The Consoler's access to the Platform will be suspended or deactivated;
- Any unpaid Fees become immediately due and payable;
- The Service Provider will remit any outstanding Condition Report proceeds within 30 days; and
- Clauses intended to survive termination (confidentiality, IP, limitation of liability) continue in force.

14. Dispute Resolution

14.1 Good Faith Negotiation

The parties agree to first attempt to resolve any dispute through good faith negotiation. A party wishing to invoke this clause must give written notice of the dispute. The parties will attempt resolution within 20 business days.

14.2 Mediation

If not resolved within that period, either party may refer the dispute to mediation administered by the Resolution Institute (or a mutually agreed mediator). Mediation costs are shared equally unless otherwise agreed.

14.3 Litigation

If mediation is unsuccessful, either party may pursue the matter through the courts in accordance with clause 15.

15. Governing Law and General Provisions

15.1 Governing Law

This Agreement is governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.

15.2 Entire Agreement

This Agreement, together with the Platform Terms and Conditions and the Privacy Policy, constitutes the entire agreement between the parties with respect to its subject matter. Fee arrangements and feature access are recorded in the Financial Information section of the Consoler's profile and form part of the agreement between the parties.

15.3 Amendments

Amendments to this Master Agreement may be made by the Service Provider and notified properly to all the users. Continued use of the Platform after the effective date of any Master Agreement amendment constitutes acceptance.

15.4 Assignment

The Consoler may not assign or transfer its rights or obligations without the Service Provider's prior written consent. The Service Provider may assign this Agreement to a successor entity in connection with a merger, acquisition, or restructure.

15.5 Waiver

A party's failure to enforce any provision at any time does not constitute a waiver of that party's right to enforce the same or any other provision in the future.

15.6 Severability

If any provision is found to be invalid, illegal, or unenforceable, it will be severed and the remaining provisions will continue in full force.

15.7 Relationship of Parties

The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, employment, or broader agency relationship, except for the limited payment collection agency described in clause 7.3.

15.8 Notices

All notices must be in writing and delivered by email to the address recorded in the Consoler's profile or as otherwise notified. Notices to the Service Provider must be sent via our contact page at <https://www.wholesaleconsole.com/media/page/contact-us>.

Execution

This Agreement is a standard document. It takes effect for each Consoler upon completion of sign-up and payment on the Platform. The Consoler's specific fee arrangements are recorded in the Financial Information section of their profile.

Executed for The platform

Date

Acknowledged and agreed on behalf of the Consoler:

Agreed dates are recorded in the system.