

The Wholesale Console

Terms and Conditions

Effective Date: 1 June 2026

The Wholesale Console | ABN: 71 143 899 743

1. Introduction and Acceptance

These Terms and Conditions ("Terms") govern your access to and use of The Wholesale Console, a platform operated The Wholesale Console (ABN: 71 143 899 743) ("we", "us", "our"). By registering for, accessing, or using the Platform, you agree to be bound by these Terms. If you do not agree, you must not use the Platform.

These Terms constitute a legally binding agreement between you and us and apply to all users of the Platform, including general Users and Consolers (as defined below).

How to Use the Platform — Key Things to Know

The following is a plain-language summary of important things to know when using the Platform. It does not replace the detailed Terms set out below.

1. No financial advice is given at any point; all information is to be used at your own discretion.
2. We don't claim to own the vehicles — we are merely intelligence gatherers, and the actual credit and ownership belong to the source of the intelligence.
3. The condition of a vehicle is not guaranteed, as we are merely collecting intelligence to be used at your discretion.
4. Don't exploit the intelligence with excessive automated activity on the platform without permission.
5. Mock auctions, as the name suggests, are only for mock/research purposes; they are not for actual transactions.
6. Condition Reports can be shared within the community. We are merely the platform connecting the sharer and the users. The data in a Condition Report can be misleading too, so it is always better to check it with your own eyes, talk to the sellers, and understand the limitations based on how the Condition Report was created. Some Condition Reports are created only from online observation.
7. Payments for platform subscriptions are taken through third-party applications. They store the data gathered during the process, and we are unable to avoid that. Once you terminate the contract, let us know and we will wipe your details.
8. We collect auction data to increase our footprint in the auction market. The subscription charge is to maintain our platform, not for the data — this data is publicly available information posted by other sellers, and we are marketing it voluntarily on their behalf. Hence, we always redirect you to the original data source. Auctioneers are the real deal; we encourage users to always navigate to the data-source websites and engage in activities there too. We are merely the entry point.
9. Apart from that, do not use this application to harm others, to act in bad faith through this application, its data, or its results, or to cause any financial loss. Users will be responsible for their own actions.
10. We reserve the right to deny or suspend access to the Platform where we determine this is appropriate. We will have a reason for doing so, but may not always be in a position to communicate it at the time. You are welcome to contact us and we will do our best to assist you in understanding the decision.
11. All financial calculations are based on historical data. Please do not rely on them solely to make your decisions; they are just suggestions.

2. Definitions

In these Terms, the following definitions apply:

- "Platform" means the The Wholesale Console web and mobile application, including all associated services, tools, and features.
- "User" means any individual who registers for and accesses the Platform, including active paid Consolers and former Consolers who have reverted to guest access following cancellation of their subscription.
- "Console" means a User who has completed the elevated verification process and holds a Console account, enabling access to business-tier features.
- "Auction Data" means information about vehicles listed for sale at third-party car auctions, including vehicle details, images, pricing, and associated metadata, sourced from and credited to publicly accessible third-party auction platforms.
- "Condition Report" means a document or report assessing the condition of a vehicle, submitted by a User or Console and made available on the Platform.
- "Estimated Retail Price" means the indicative resale value of a vehicle generated by the Platform based on make, model, and aggregated market data maintained in our system.
- "Shortlist" means a User's saved collection of vehicles of interest.
- "Auction Calendar" means the feature displaying upcoming auction deadlines based on live Auction Data.
- "Content" means any information, text, images, reports, or other material submitted to or made available on the Platform.

3. Account Registration and Verification

3.1 General User Registration

To access the Platform, you must register with a valid email address. Account creation requires you to verify your email address via a one-time password (OTP). By registering, you represent that:

- You are at least 18 years of age;
- All information you provide is accurate, current, and complete;
- You will maintain the accuracy of your account information; and
- You are responsible for all activities conducted through your account.

3.2 Console Verification

Users may apply to upgrade their account to Console status. Console registration requires the provision of additional business information, including:

- Business or trading name;
- Australian Business Number (ABN);
- Business address and location;
- Business telephone number; and
- Any other information we reasonably request for verification purposes.

By submitting your ABN, you confirm that your business is registered with the Australian Business Register and that the information provided is accurate. We reserve the right to verify your ABN and to refuse or revoke Console status at our discretion.

3.3 Account Security

You are responsible for maintaining the confidentiality of your login credentials and for all activity occurring under your account. You must notify us immediately at

<https://www.wholesaleconsole.com/media/page/contact-us> if you suspect any unauthorised use of your account.

3.4 Access, Payment and Invoices

To first use the Platform, you will need to become a Consoler through payment. Once payment is cancelled, you can remain active as a guest and upgrade again at any time you wish. For business invoices, please contact us for further information and we will provide it. Generic invoices are available in the Platform.

4. Platform Features and Services

4.1 Auction Data

The Platform displays auction intelligence from publicly accessible signals. We make every reasonable effort to:

- Attribute all Auction Data to its original source with appropriate credits;
- Provide a direct link to the original source listing; and
- Present vehicle details and images as provided by the source, with no material alteration.

Auction Data is provided solely as a research and reference tool. All data is sourced and presented for informational purposes only. The Platform does not endorse, recommend, or certify any vehicle, seller, or auction house.

IMPORTANT DISCLAIMER: Nothing on the Platform, including any Auction Data, vehicle details, images, pricing, condition information, or any other content, constitutes a recommendation, endorsement, or advice to purchase any vehicle. All purchasing decisions must be made entirely at your own independent discretion. We strongly recommend that you conduct your own due diligence and, where appropriate, seek independent professional advice before making any vehicle purchase.

4.2 Shortlisting and Deadline Reminders

The Platform allows Users to save vehicles of interest to a personalised Shortlist and to receive automated reminders about upcoming auction deadlines associated with shortlisted vehicles. Reminder notifications are provided as a convenience feature only. Users should be aware that systems can break down in some circumstances.

4.3 Estimated Retail Price Tool

The Platform provides an Estimated Retail Price tool that generates indicative resale values based on the vehicle's make, model, and aggregated market pricing data maintained in our system, though some vehicles might have missed it. Sub-items and cost-to-retail calculations may be incorporated to assist Users in their research.

Estimated Retail Prices are indicative estimates only. They are not valuations, appraisals, or guarantees of market value. Actual resale prices may vary materially from any estimate provided. We do not warrant the accuracy of any Estimated Retail Price, and no Estimated Retail Price should be relied upon as the basis for any commercial decision.

4.4 Auction Calendar

The Auction Calendar displays upcoming vehicle auction deadlines aggregated from Auction Data collected by the Platform. The Auction Calendar is generated by the Platform by

combining the individual start and end deadlines of vehicles within each auction event into a single calendar view. This means calendar entries are derived from vehicle-level data and may not reflect how the auctioneer structures, names, or advertises their auction events. Users should always verify dates and event details directly with the auctioneer before taking any action.

4.5 Condition Reports

The Platform facilitates a community-based Condition Report marketplace where Users and Consolers may request, submit, and access Condition Reports on vehicles. The following terms apply to Condition Reports:

- Condition Reports are submitted by members of the Platform community and reflect the personal observations and opinions of the submitter at the time of inspection only.
- Condition Reports are not professional mechanical inspections, engineering assessments, or certified vehicle condition certifications.
- Nothing in a Condition Report constitutes advice or a recommendation to purchase, sell, or otherwise deal in any vehicle.
- Users must exercise their own independent judgement and discretion when reviewing any Condition Report.
- Some Condition Reports are made available free of charge. Others are made available by their submitter for a fee set by the submitter.
- Where a fee applies, we collect payment on behalf of the submitting User or Consoler and remit the applicable amount to the submitter in accordance with our payment terms (less any applicable platform fees).
- We are not a party to, and accept no liability in respect of, any transaction between Users in connection with Condition Reports, except as set out below in relation to false or misleading Condition Reports.
- Where a Condition Report is found to contain false or misleading information, the seller who submitted the report agrees to refund the full purchase price of the Condition Report to the buyer. The Platform will additionally refund the commission it retained on that transaction. Where the seller cannot be compelled to make that refund, the Platform will pursue recovery through appropriate channels, including referral to a collection agency. If recovery is unsuccessful, the buyer will receive twelve (12) months of complimentary Platform access as compensation. The Platform's liability in this respect is limited to these remedies, subject to any non-excludable rights under the Australian Consumer Law.

All Condition Report content is the responsibility of the submitting User. We do not verify, endorse, or warrant the accuracy, completeness, or fitness for purpose of any Condition Report. Please read the Condition Reports properly, or see the reviews from the community on each Condition Report, before making the purchase.

5. Third-Party Data and Intellectual Property

5.1 Third-Party Content

Auction intelligence is gathered from public signals. All intellectual property rights in such third-party content remain with the respective owners. We display third-party content for research purposes only, with appropriate source attribution and links to the original listing. Your use of the Platform does not grant you any rights in third-party content beyond the ability to view it within the Platform.

5.2 Platform Intellectual Property

All intellectual property in the Platform, including its design, software, features, tools, databases, Estimated Retail Price models, and Platform-generated content, is owned by or licensed to The Wholesale Console. You must not copy, reproduce, distribute, modify, create derivative works of, or exploit any part of the Platform without our prior written consent.

5.3 User-Submitted Content

By submitting a Condition Report or any other content to the Platform, you grant us a non-exclusive, royalty-free, worldwide licence to host, store, display, and distribute such content on the Platform. You represent that you own or have the right to submit such content and that it does not infringe any third-party rights.

6. Prohibited Conduct

You must not use the Platform to:

- Provide false, inaccurate, or misleading information, including in Condition Reports;
- Engage in any unlawful activity or facilitate any unlawful transaction;
- Misuse the Platform without our consent;
- Circumvent any access controls, security features, or restrictions on the Platform;
- Use the Platform in any way that could damage, disable, overburden, or impair its operation;
- Infringe the intellectual property rights of any third party;
- Harass, defame, or otherwise engage in conduct harmful to other Users; or
- Use the Platform for any commercial purpose other than as expressly permitted under these Terms or the Master Agreement (for Consolers).

7. No Financial, Legal, or Professional Advice

The Platform and all content provided through it are intended for general research and informational purposes only. Nothing on the Platform constitutes financial advice, legal advice, investment advice, professional valuation advice, or a recommendation of any kind. You should obtain independent professional advice tailored to your specific circumstances before making any significant financial or commercial decision.

8. Disclaimers and Limitation of Liability

8.1 No Warranties

To the maximum extent permitted by applicable law, the Platform is provided on an "as is" and "as available" basis without warranties of any kind, whether express, implied, or statutory. We do not warrant that the Platform will be uninterrupted, error-free, secure, or free of viruses or other harmful components. We do not warrant the accuracy, completeness, timeliness, or fitness for purpose of any information available on the Platform.

8.2 Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any rights or guarantees that cannot be excluded under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or other applicable non-excludable laws. Where our liability cannot be excluded, it is limited, to the extent permitted by law, to the re-supply of the relevant service.

8.3 Limitation of Liability

To the maximum extent permitted by law, The Wholesale Console and its officers, directors, employees, agents, and licensors will not be liable for any indirect, incidental, special, consequential, or punitive loss or damage (including loss of profits, data, goodwill, or business opportunity) arising out of or in connection with your use of, or inability to use, the Platform, whether based on contract, tort (including negligence), statute, or otherwise.

Our total aggregate liability to you in respect of all claims arising under or in connection with these Terms shall not exceed the greater of: (a) the total fees paid by you to us in the twelve (12) months preceding the claim; or (b) the current standard Subscription Fee applicable at the time of the claim.

9. Privacy

We collect, use, and disclose your personal information in accordance with our Privacy Policy, which is available on the Platform and forms part of these Terms. By using the Platform, you consent to the collection and use of your information as set out in our Privacy Policy. We comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

10. Fees and Payments

Access to certain features of the Platform may be subject to fees. Applicable fees will be displayed to you prior to purchase. Where the Platform facilitates payments in connection with Condition Reports, such payments are collected by us as agent on behalf of the submitting User. We are not responsible for any disputes between Users regarding Condition Report fees. We will use our best efforts to mediate disputes between buyers and sellers of Condition Reports. While we are not obligated to do so, we genuinely want to help resolve conflicts and will try our best for both parties. Our involvement in mediation does not create liability beyond the remedies described in these Terms.

All fees are quoted in Australian Dollars (AUD). We are not currently registered for GST, so no GST is charged on our fees.

11. Suspension and Termination

We reserve the right to suspend or terminate your access to the Platform at any time where we reasonably believe that you have breached these Terms, engaged in unlawful conduct, or where we determine that suspension or termination is otherwise appropriate. Upon suspension or termination, your right to use the Platform ceases immediately. We may not always be in a position to communicate the specific reason at the time of suspension, but you are welcome to contact us and we will do our best to assist you. Paid Consolers whose access has been suspended may contact us within 14 days to discuss the decision and, if they are willing to modify the relevant conduct, the parties may agree terms for reinstatement at our sole discretion.

You may terminate your account at any time by contacting us at <https://www.wholesaleconsole.com/media/page/contact-us>. Termination does not affect any rights or obligations that have accrued prior to the date of termination.

12. Amendments

We may amend these Terms from time to time. We will provide notice of material changes by email or by displaying a prominent notice on the Platform. Your continued use of the Platform following the effective date of any amendment constitutes your acceptance of the updated Terms. If you do not agree to any amendment, you must cease using the Platform.

13. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Victoria, Australia. You and we submit to the exclusive jurisdiction of the courts of Victoria and, where applicable, the Federal Court of Australia.

We encourage Users to contact us in the first instance to resolve any dispute informally. If a dispute cannot be resolved informally, either party may escalate the matter in accordance with applicable law.

14. General

- If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.
- Our failure to enforce any right under these Terms does not constitute a waiver of that right.
- These Terms, together with our Privacy Policy and the Master Agreement for Consolers, constitute the entire agreement between you and us in relation to the Platform.
- You may not assign or transfer your rights or obligations under these Terms without our prior written consent.

15. Payment Terms

- The applicable subscription fee is displayed on the checkout page at sign-up and in the Financial Information section of your profile. Fees may change from time to time — they may increase or decrease based on circumstances such as pricing reviews, promotional offers, discounts, or market changes. All active Consolers will be notified of changes to the standard fee before they take effect. Business users who request customised service arrangements may have individually agreed pricing, which will also be subject to notification when changed.
- If you are given access to sell Condition Reports, the standard commission rate is 5% of the gross transaction value, and is reflected in the statement sent to you. This rate applies unless a different rate has been individually agreed in writing.
- Payment for Condition Report transactions is collected by us as agent on behalf of the submitting User and is typically settled within seven (7) days, subject to the payment processor's processing times. If you have a question about settlement, please contact us.

16. Contact Us

If you have any questions about these Terms, please contact us at:

The Wholesale Console

ABN: 71 143 899 743

Contact us: <https://www.wholesaleconsole.com/media/page/contact-us>

You can access it via our platform