

Access agreement and acceptance of terms

By accessing and using the information from the website maintained by Harnessbid, you hereby agree with harnessbid.com as follows:

1. You represent that you have the legal capacity to enter into contracts and, if you are an individual, that you are at least 18 years of age.
2. The website harnessbid.com is a Venue. Our site acts as a venue to allow anyone to sell and buy horses. We are not involved in the actual transaction between buyers and sellers. As a result, we have no control over the quality of the items advertised, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or seller will actually complete a transaction.
3. You agree to indemnify and hold harnessbid.com harmless from all costs, liabilities, attorneys' fees, judgments and expenses incurred because of, or arising out of, any matter, including, without limitation, any claim, assertion or legal proceeding(s) concerning your representations and obligations set forth in this Access Agreement and Acceptance of Terms, any representations and obligations in any contract entered into by you for the purchase of a horse, or your conduct and disclosures in connection therewith, and your publication of any material on the site that is subject to a copyright or that is a violation of any non-disclosure or other agreement. It is further understood and agreed that you will indemnify and hold harnessbid.com and its employees harmless from and against all civil liability, claims, and judgments, including attorney's fees, which may arise out of any transaction negligently handled by harnessbid.com during the bidding process.
4. All disputes shall be subject to arbitration if good faith negotiations among the parties do not resolve the dispute. You agree to try to resolve any disputes you have with other Members directly with them. We do try to offer help and information where we can, but please keep in mind that we are not a party in any transaction between you and another Member, and there is only minimal remedy available for resolution of any dispute(s). This website and these terms and conditions are governed by and construed in accordance with the laws of New Zealand. The New Zealand Courts have exclusive jurisdiction over any matter in connection with the site services and our terms and conditions.
5. The website harnessbid.com cannot assure or guarantee continuous, uninterrupted or secure access to its site, and you agree that harnessbid.com shall have no responsibility as a result of any downtime or failure.
6. The harnessbid.com site is protected by copyright and/or other intellectual property laws and any unauthorized use thereof may violate such laws. The website harnessbid.com is not granting any express or implied right to you under any patents, copyrights, trademarks, or otherwise with respect to the information on the site, which may not be reproduced without the prior written permission of harnessbid.com.
7. In the event that any provision hereof or any obligation hereunder is found invalid or unenforceable legal obligation or decision, any such provision or obligation shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid. If any action or lawsuit is brought to enforce or interpret this agreement, the prevailing party shall be entitled to attorneys' fees and costs, including expert costs.

8. This Access Agreement and Acceptance of Terms constitutes the entire agreement between the parties.

For disclaimers, privacy policy, and our terms & conditions, please refer to the following links:

Disclaimers (<https://harnesslink.com/disclaimers/>)

Privacy Policy (<https://harnesslink.com/Privacy-Policy/>)

Terms & Conditions (<https://harnesslink.com/terms-conditions/>)

Listing and Selling

Our Fees

Our current fees are explained on our [fees page](#). You will be able to review and accept any fees before you list, and must pay them when they are due. By using our Services, you agree to pay our fees.

These fees will be charged at the time the Listing is created and are not refundable.

We may change our fees. We will notify you about fee changes, usually by site announcement, and we will generally give you two weeks notice. If we introduce a new Service, the fees for that Service are effective at the time the new Service is launched. If you want to know about our current fees at any time, just visit our [fees page](#).

If you are a New Zealand resident, all of our fees are inclusive of GST (if any), unless we clearly express our fees as excluding GST. If you are not a New Zealand resident, all fees do not include GST.

All Listings must be accurate, current, complete and include all relevant information and the key terms. It must include an honest description of the Item, the terms of sale, payment terms, shipping methods and who bears the cost of shipping. You agree to only list Items that are in your possession, unless we have approved otherwise in writing.

Listing on HarnessBid

Your Listing must comply with all applicable laws as shown below;

- You must have the right to create the Listing, e.g. do not list Items that you don't own or where ownership is in dispute
- The Listing must be accurate and not misleading, including ensuring no material information is omitted
- Your Listing must not breach any legal requirement

Keyword spamming to manipulate search results is not allowed.

Each of our Services and Listing options have a clear function or purpose. If you are ever in doubt about how to use our Services, please check our [Frequently Asked Questions](#) page or [contact us here](#).