

**INTERPRETATION**


THE HEADINGS TO THE CLAUSES OF THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY. UNLESS THE CONTEXT REQUIRES OTHERWISE, THE WORDS AND EXPRESSIONS WILL BE INTERPRETED AS SET OUT BELOW AND RELATED EXPRESSIONS WILL BE INTERPRETED WITH CORRESPONDING MEANINGS:

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| <i>ACCESS</i>                   | MEANS TO ENTER THE VENDUEHOST WEBSITE AND VIEW OR DOWNLOAD ANY DATA HELD ON THE VENDUEHOST PLATFORM  |
| <i>AUCTION</i>                  | MEANS A SALE IN WHICH EACH LOT IS SOLD TO THE HIGHEST BIDDER WHERE THE BID EQUALS OR EXCEEDS THE RESERVE PRICE, IN ACCORDANCE WITH THE CONDUCT OF AUCTION  |
| <i>AUCTION RULES</i>            | MEANS THE DOCUMENT PROVIDED BY THE AUCTIONEER CONTAINING THE INFORMATION SPECIFIED IN CLAUSE 21 OF THE REGULATIONS TO CPA, REGULATION GAZETTE 9515   |
| <i>BID</i>                      | AS A VERB MEANS AN OFFER TO PAY A PARTICULAR PRICE AND AS A NOUN MEANS THE PARTICULAR PRICE OFFERED  |
| <i>BIDDER</i>                   | MEANS A USER OF THE VENDUEHOST PLATFORM MAKING A BID   |
| <i>PURCHASER</i>                | THE PURCHASER OF THE GOODS AUCTIONED: BIDDING, BUYING, SUPPLYING OR SELLING THROUGH OUR VENDUEHOST PLATFORM AND PURCHASERS HAVE A SIMILAR MEANING  |
| <i>CATALOGUE</i>                | MEANS ANY DOCUMENT OR RECORD INCLUDING ANY GRAPHICS, PHOTOGRAPHS OR OTHER MEDIA CONTAINING A LISTING FOR A LOT FOR SALE ON THE VENDUEHOST PLATFORM   |
| <i>CPA</i>                      | MEANS THE CONSUMER PROTECTION ACT, 68 OF 2008  |
| <i>CUSTOMER AGREEMENT</i>       | THIS DOCUMENT, APPLICABLE TO ANY PERSON WHO ACCESSES OR USES THE VENDUEHOST PLATFORM OR WEBSITE PLEASE READ IT CAREFULLY   |
| <i>DATA</i>                     | INCLUDES ANY MATERIAL OF WHATEVER NATURE IN WHATEVER FORMAT ON OR AVAILABLE THROUGH THE VENDUEHOST PLATFORM INCLUDING, WITHOUT LIMITATION, LISTINGS, CATALOGUES, BID BASES, RESERVE PRICES, BIDS, LIMIT BIDS, CARCASE MEASUREMENTS, KILL DATA, ASSESSOR PERFORMANCE DATA, MARKET REPORTS, AUDIO AND VIDEO BROADCASTS; AND PERSONAL INFORMATION |
| <i>ECT</i>                      | MEANS THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25, OF 2002   |
| <i>ECT REQUIRED INFORMATION</i> | MEANS THE INFORMATION REQUIRED TO BE MADE AVAILABLE IN TERMS OF SECTION 43 OF ECT.   |
| <i>ELECTRONIC COMMUNICATION</i> | MEANS ANY MESSAGE VIA ELECTRONIC TRANSMISSION RELATED TO THE USE OF THE VENDUEHOST PLATFORM  |
| <i>ELECTRONIC TRANSACTION</i>   | MEANS BUSINESS OF EITHER A COMMERCIAL OR NON-COMMERCIAL NATURE AND INCLUDES THE PROVISION OF INFORMATION, BUYING, BIDDING, SUPPLYING, SELLING, MAKING PAYMENT OR RECEIVING PAYMENT.  |
| <i>FICA</i>                     | MEANS THE FINANCIAL INTELLIGENCE CENTRE ACT, 38 OF 2001 AND RELATED REQUIREMENTS IN RESPECT OF THE ESTABLISHMENT AND VERIFICATION OF THE IDENTITY OF A USER AS REQUIRED BY CPA   |
| <i>GOODS</i>                    | MEANS GOODS AS DEFINED IN THE CPA AND INCLUDES ANYTHING FOR HUMAN CONSUMPTION SUCH AS INFORMATION, DATA, SOFTWARE OR OTHER INTANGIBLE PRODUCT WRITTEN OR   |

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|                              | ENCODED ON ANY MEDIUM, SUCH AS A WEBSITE AND / OR, A LICENSE TO USE SUCH INTANGIBLE PRODUCT  |
| <i>INTELLECTUAL PROPERTY</i> | MEANS THE RIGHTS TO COPYRIGHT IN ANY WORK IN TERMS OF THE COPYRIGHT ACT, 98 OF 1978, TO TRADE MARK IN TERMS OF THE TRADE MARKS ACT, 194 OF 1993, TO DESIGN IN TERMS OF THE DESIGN ACT 195 OF 1993, TO PATENTS IN TERMS OF THE PATENTS ACT, 57 OF 1978, INCLUDING ANY APPLICATIONS FOR ANY OF THESE AND ANY NAMES, LICENSES, KNOW-HOW, TRADE SECRETS AND DATA ASSOCIATED WITH THESE AND, RIGHTS TO DOMAIN NAMES |
| <i>LICENSE</i>               | THE RIGHT TO INSTALL AND USE THE VENDUEHOST PLATFORM ON A SERVER.  |
| <i>LISTING</i>               | MEANS ANY LOT LISTED FOR SALE ON THE VENDUEHOST PLATFORM BY YOU  |
| <i>LOSS</i>                  | MEANS ANY LOSS OF WHATEVER NATURE INCLUDING, WITHOUT LIMITATION, LOSS OF CONTRACTS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL OR REPUTATION, OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHETHER ARISING UNDER CONTRACT, STATUTE, DELICT, IN EQUITY OR AT COMMON LAW  |
| <i>LOT</i>                   | MEANS ANY ITEM LISTED FOR SALE ON THE VENDUEHOST PLATFORM BY AN AUCTION HOUSE  |
| <i>ONLINE AUCTION</i>        | REFERS TO AUCTIONS CONDUCTED VIRTUALLY ONLINE AS A SERVICE TO AUCTIONEERS, BIDDERS, BUYERS AND SELLERS THAT PARTICIPATE THROUGH THE VENDUEHOST PLATFORM. FOR THE PURPOSE OF THIS AGREEMENT THE TERM "AUCTION" ALSO MEANS TRANSACTIONS NOT AS PART OF AN AUCTION E.G. LIAISON TRANSACTION, "OUT OF HAND" TRANSACTIONS AND BUYING GOODS. ALSO REFERRED TO AS "CLOUD AUCTION"                                     |
| <i>ON-SITE AUCTION</i>       | MEANS AN AUCTION THAT IS CONDUCTED IN FRONT OF A LIVE AUDIENCE AT A PHYSICAL LOCATION WHERE THE ITEMS FOR SALE ARE LOCATED   |
| <i>PARTIES</i>               | MEANS VENDUEHOST AND YOU, AND "PARTY" MEANS EITHER ONE OF THESE AS THE CONTEXT REQUIRES  |
| <i>PERSON</i>                | MEANS A NATURAL OR JURISTIC PERSON.  |
| <i>PRIVACY POLICY</i>        | MEANS THE VENDUEHOST' PRIVACY POLICY AS AMENDED OR SUBSTITUTED FROM TIME TO TIME   |
| <i>RECORD</i>                | MEANS INFORMATION CREATED, RECEIVED, AND MAINTAINED AS EVIDENCE AND INFORMATION IN PURSUANCE OF LEGAL OBLIGATIONS OR IN THE TRANSACTION OF BUSINESS  |
| <i>SERVER</i>                | THE PHYSICAL COMPUTER OR SET OF COMPUTERS CONCEPTUALIZED AS A SINGLE COMPUTER (WITH REQUIRED HARDWARE COMPONENTS) INSTALLED WITH AN OPERATING SYSTEM AND REQUIRED SOFTWARE COMPONENTS, CONNECTED THROUGH THE INTERNET OR INTRANET.<br>SERVERS CAN BE HOSTED / OWNED BY US, BY YOU OR BY AN INDEPENDENT INTERNET SERVICE PROVIDER AS A VIRTUAL OR DEDICATED SERVER  |
| <i>THIRD PARTY</i>           | ALL OPERATING SYSTEM SOFTWARE, APPLICATION PROGRAMMING INTERFACES (API) LIBRARIES AND FRAMEWORKS, COMMUNICATION SOFTWARE AND INFRASTRUCTURE SERVICES, ELECTRICITY SUPPLY, WORD PROCESSOR SOFTWARE, SPREADSHEET SOFTWARE, DATABASE  |

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|                        | SERVER SOFTWARE, WEB SERVER SOFTWARE, INTERNET CONNECTIVITY, INTRANET CONNECTIVITY, HARDWARE AND SOFTWARE DRIVERS, DEVELOPMENT COMPONENTS, HARDWARE EQUIPMENT AND/OR ANY OTHER SERVICES OR PRODUCTS NOT OWNED, OPERATED OR PROVIDED BY VENDUEHOST. THE ABOVE DEFINITION ALSO INCLUDES ANY AND ALL PERSONS THAT ARE NOT A PARTY TO THIS AGREEMENT  |
| VENDUEHOST             | <b>WIBAKOR</b> <br>WIBAKOR CC 1997/035379/23 AND ITS EMPLOYEES AND OWNERS, IN THEIR CAPACITY AS REPRESENTATIVES OF SAID COMPANY. ALSO REFERRED TO IN THIS AGREEMENT AS "US", "WE" OR "OUR"   |
| VENDUEHOST PLATFORM    | THE DIGITAL CONTENT, DATA FILES, DOCUMENTATION, EXECUTABLE SOFTWARE APPLICATIONS, WEB APPLICATIONS, WEB SERVICES, WEB CONTENT AND WEB PORTAL, AND ALL MODIFICATIONS AND UPGRADES TO THIS, ACCESSED OVER THE INTERNET OR INTRANET, OWNED AND OPERATED BY VENDUEHOST AND PROVIDED AS OUR PRODUCT TO YOU. ALSO REFERRED TO IN THIS AGREEMENT AS "THE PLATFORM" OR "VENDUEHOST"   |
| UNCONTROLLABLE EVENT   | MEANS FIRE, FLOOD, EARTHQUAKE, ACTS OF NATURE OR OF GOD, RIOTS, CIVIL DISORDER, REBELLIONS OR REVOLUTIONS IN ANY COUNTRY OR ANY OTHER CAUSE BEYOND THE CONTROL OF VENDUEHOST INCLUDING POWER OUTAGES, DISRUPTION, HARDWARE FAILURE, INTERNET / INTRANET CONNECTIVITY DISRUPTIONS OR FAILURE, MALICIOUS SOFTWARE ATTACKS AND INFRINGEMENT, FAILURE OF ANY THIRD PARTY, AND THE SUSPENSION, TERMINATION OR FAILURE OF ANY SERVICE PROVIDED TO VENDUEHOST BY A THIRD PARTY THAT VENDUEHOST IS DEPENDENT ON THAT MAY RESULT IN THE VENDUEHOST PLATFORM NOT BEING AVAILABLE OR OPERATIONAL |
| USER                   | MEANS ANYONE WHO WISHES TO PARTICIPATE ON THE VENDUEHOST PLATFORM AND INCLUDES CUSTOMERS, PURCHASERS AND BIDDERS.   |
| YOU, YOUR AND CUSTOMER | REFERS TO YOU THE CUSTOMER, AUCTIONING, SUPPLYING AND SELLING GOODS USING THE VENDUEHOST PLATFORM AND INCLUDES ANY OF YOUR PERSONNEL, EMPLOYEES AND AGENTS  |

ANY REFERENCE IN THIS AGREEMENT TO:

- A "CLAUSE" WILL, SUBJECT TO ANY CONTRADICTION, BE INTERPRETED TO MEAN A CLAUSE IN THIS AGREEMENT;
- A "LAW" WILL BE INTERPRETED TO INCLUDE THE SOUTH AFRICAN COMMON LAW, STATUTE LAW, THE 1996 CONSTITUTION, REGULATIONS OR ANY OTHER LEGISLATIVE MEASURE.

UNLESS INCONSISTENT WITH THE CONTEXT, AN EXPRESSION WHICH DENOTES: ANY ONE GENDER INCLUDES THE OTHER GENDERS; AND THE SINGULAR INCLUDES THE PLURAL AND *VICE VERSA*.

**COPYRIGHT AND INTELLECTUAL PROPERTY**

COPYRIGHT © 2019 WIBAKOR CC 1997/035379/23.

COPYRIGHT IN THE PRODUCT VESTS WITH VENDUEHOST. THE PRODUCT IS LICENSED, NOT SOLD TO YOU. OWNERSHIP SHALL REMAIN WITH US. VENDUEHOST RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

THE VENDUEHOST PLATFORM COMPRISES INTELLECTUAL PROPERTY. COPYRIGHT THERETO VESTS WITH US. THE VENDUEHOST PLATFORM IS LICENSED, NOT SOLD TO YOU. OWNERSHIP SHALL REMAIN WITH US. VENDUEHOST RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

THIS MAY INCLUDE, BUT NOT BE LIMITED TO REPORTS, TEXT, GRAPHICS, LOGOS, ICONS, IMAGES, VENDUEHOST'S BUSINESS NAMES, MARKS, DOMAIN NAMES, COPYRIGHT, TRADE MARKS, DESIGNS AND PATENTS PROTECTED UNDER SOUTH AFRICAN LAW AND INTERNATIONAL TREATIES. UNLESS OTHERWISE INDICATED VENDUEHOST RESERVES ALL RIGHTS IN AND TO THE INTELLECTUAL PROPERTY OWNED BY OR LICENSED TO VENDUEHOST.

YOU MAY NOT IN ANY FORM OR BY ANY MEANS, WITHOUT THE PRIOR WRITTEN CONSENT OF VENDUEHOST OR, IN THE CASE OF THIRD PARTY MATERIAL, FROM THE OWNER OF THE RELEVANT INTELLECTUAL PROPERTY IN THAT MATERIAL:

- (A) COMMERCIALY EXPLOIT REPRODUCE, SELL, LEND, RENT, DISTRIBUTE, DISPLAY, TRANSMIT, MARKET, SUB-LICENSE, GIVE, ASSIGN, PUBLISH, BROADCAST OR OTHERWISE TRANSFER OR DISPOSE OF THE VENDUEHOST PLATFORM CONTENT;
- (B) CLAIM OWNERSHIP OF ALL OR ANY PART OF THE VENDUEHOST PLATFORM CONTENT;
- (C) PERMIT THE USE OF THE VENDUEHOST PLATFORM BY OTHERS OR OTHERWISE OPERATE THE VENDUEHOST PLATFORM FOR ANOTHER ORGANIZATION NOT OWNED BY YOU (E.G. AS A BUREAU);
- (D) MODIFY THE VENDUEHOST PLATFORM CONTENT;
- (E) DISASSEMBLE, REVERSE ENGINEER OR DECOMPILE THE VENDUEHOST PLATFORM OR OTHERWISE ATTEMPT TO DISCOVER ANY PORTION OF THE OBJECT OR SOURCE CODE OR TRADE SECRETS RELATED TO THE VENDUEHOST PLATFORM; CREATE A LINK TO THE VENDUEHOST PLATFORM FROM ANOTHER WEBSITE; OR
- (F) COPY, INCORPORATE, STORE, FRAME OR EMBED ALL OR ANY PART OF THE VENDUEHOST PLATFORM CONTENT ON ANOTHER WEBSITE OR RETRIEVAL SYSTEM.

VENDUEHOST'S BUSINESS NAMES AND MARKS REFERENCED ON THE VENDUEHOST PLATFORM ARE THE REGISTERED OR UNREGISTERED INTELLECTUAL PROPERTY OF VENDUEHOST. ANY UNAUTHORIZED USE OF THESE ASSETS IS STRICTLY FORBIDDEN.

THIRD PARTY INTELLECTUAL PROPERTY ASSETS, INCLUDING BUT NOT LIMITED TO, PATENTS, NAMES, GOODS AND SERVICES REFERENCED ON THE VENDUEHOST PLATFORM ARE THE INTELLECTUAL PROPERTY OF THE RESPECTIVE THIRD PARTIES. ANY UNAUTHORIZED USE OF THESE ASSETS IS STRICTLY FORBIDDEN.

INTELLECTUAL PROPERTY IN ANY MATERIAL UPLOADED ONTO THE VENDUEHOST PLATFORM BECOMES THE PROPERTY OF VENDUEHOST AND THE RESULTS OF THE SALE OF ANY LOT MAY BE PROVIDED TO THIRD PARTIES AND MAY SUBSEQUENTLY BE PUBLISHED.

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YOU WARRANT THAT ANY MATERIAL IN ANY FORMAT, INCLUDING PHOTOS, VIDEOS AND THAT CONTAINED IN THE CATALOGUE, WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION AND THAT IT HAS THE NECESSARY RIGHTS TO GRANT THE RIGHTS TO VENDUEHOST.

**CUSTOMER AGREEMENT TERMS**

THE VENDUEHOST PLATFORM IS OWNED, OPERATED AND POWERED BY WIBAKOR CC 1997/035379/23.

THIS AGREEMENT SETS OUT THE TERMS AND CONDITIONS OF USE FOR CUSTOMERS IN TERMS OF THE REQUIREMENTS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25, OF 2002, FROM WHICH IT DERIVES LEGAL FORCE AND EFFECT.

REQUIREMENTS RELATING TO INTERNET OR ELECTRONIC AUCTIONS IN TERMS OF THE CONSUMER PROTECTION ACT, 68 OF 2008 AND THE REGULATIONS IN TERMS OF THIS ACT, ARE PROVIDED FOR IN THIS AGREEMENT.

THIS AGREEMENT AND THE FLEXIAUCTION CUSTOMER AGREEMENT MUST BE READ TOGETHER, EACH BEING INCORPORATED INTO THE OTHER BY REFERENCE IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 25, OF 2002.

THIS AGREEMENT IS IN COMPLIANCE WITH LEGISLATION THAT AFFORDS CUSTOMERS OF THE VENDUEHOST PLATFORM RIGHTS AND SERVES TO INFORM THEM OF THEIR OBLIGATIONS WHEN VISITING OR USING THE VENDUEHOST PLATFORM.

THIS CUSTOMER AGREEMENT BINDS ALL CUSTOMERS WHO ACCEPT THE CUSTOMER AGREEMENT TERMS BY ACCESSING THE VENDUEHOST WEBSITE. WHEN YOU ACCESS THE VENDUEHOST PLATFORM, YOU ARE DEEMED TO HAVE ACCEPTED AND WILL BE BOUND BY THE CUSTOMER AGREEMENT TERMS, AS AMENDED BY VENDUEHOST FROM TIME TO TIME, AND ANY OTHER LAWS OR REGULATIONS THAT APPLY TO THE VENDUEHOST PLATFORM.

THE VENDUEHOST PLATFORM IS A DIGITAL ONLINE PLATFORM THAT ALLOWS CUSTOMERS TO OFFER AND SELL GOODS IN A VARIETY OF PRICING FORMATS AND LOCATIONS. THE CONTRACT OF SALE IS MADE DIRECTLY BETWEEN YOU AND THE PURCHASER. VENDUEHOST DOES NOT BUY, SELL, OR MARKET ANY LOT LISTED FOR SALE AND IS NOT PARTY TO THE SALE PROCESS OF ANY LOT OR ANY CONTRACT OF SALE.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, YOU NOT USE THE VENDUEHOST PLATFORM. PLEASE NOTE CONTINUED USE CONSTITUTES AGREEMENT.

**CUSTOMERS AND REGISTRATION**

A CUSTOMER WHO WISHES TO PARTICIPATE ON THE VENDUEHOST PLATFORM MUST REGISTER WITH VENDUEHOST FIRST BY SUBMITTING SUCH FORMS AND DETAILS AS VENDUEHOST MAY DESIGNATE FROM TIME TO TIME AND COMPLY WITH ANY APPLICABLE TERMS AND CONDITIONS OF USE SPECIFIED BY VENDUEHOST FROM TIME TO TIME.

VENDUEHOST MAY ACCEPT OR REJECT AN APPLICATION IN ITS ABSOLUTE DISCRETION OR IMPOSE SUCH CONDITIONS AS IT SEES FIT FROM TIME TO TIME. A REGISTERED CUSTOMER IS BOUND BY ANY TRANSACTION, INCLUDING A BID MADE THROUGH THE ONLINE AUCTION PLATFORM AND AT AN ON-SITE AUCTION, USING ITS CUSTOMER CODE.

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A REGISTERED CUSTOMER CAN DEACTIVATE HIS CUSTOMER ID OR HIS PASSWORD BY NOTICE TO VENDUEHOST.

BY ACCESSING AND USING THE VENDUEHOST PLATFORM YOU AGREE THAT YOU WILL NOT:

(A) INAPPROPRIATELY POST, UPLOAD OR INTERFERE WITH CONTENT OR GOODS IN CONNECTION WITH ANY LOT;

(B) INFRINGE ANY LAWS, AGREEMENTS, THIRD PARTY RIGHTS OR VENDUEHOST POLICIES;

(E) FAIL TO DELIVER A LOT, UNLESS THE PURCHASER FAILS TO MEET THE CONTRACT OF SALE OBLIGATIONS OR THE AUCTION HOUSE CANNOT

AUTHENTICATE THE PURCHASER'S IDENTITY;

(F) MANIPULATE OR GAME ANY AUCTION, SALE PROCESS OR THE PRICE OF ANY LOT, OR INTERFERE WITH OTHER CUSTOMERS' LISTINGS OR ANY DATA OR CATEGORIES ON THE VENDUEHOST PLATFORM;

(G) POST FALSE, INACCURATE, MISLEADING, DECEPTIVE, DEFAMATORY, OBSCENE, VULGAR, LIBELLOUS, HARMFUL, THREATENING, ABUSIVE, HARASSING, ETHNICALLY OBJECTIONABLE, UNLAWFUL, OFFENSIVE OR OTHERWISE INAPPROPRIATE CONTENT (INCLUDING PERSONAL INFORMATION);

(H) DISTRIBUTE OR POST SPAM OR UNSOLICITED OR BULK ELECTRONIC COMMUNICATIONS;

(I) DISTRIBUTE VIRUSES OR ANY OTHER TECHNOLOGIES THAT MAY HARM THE VENDUEHOST PLATFORM OR THE INTERESTS OR PROPERTY OF VENDUEHOST USERS;

(J) COPY, MODIFY OR DISTRIBUTE CONTENT FROM THE VENDUEHOST PLATFORM, OR VENDUEHOST' COPYRIGHTS AND TRADEMARKS;

(K) HARVEST OR OTHERWISE COLLECT INFORMATION ABOUT USERS, INCLUDING EMAIL ADDRESSES, WITHOUT THEIR CONSENT;

(L) ENGAGE IN SCREEN-SCRAPING ACTIVITIES OR USE ANY ROBOT OR SPIDER OR OTHER AUTOMATED MEANS TO ACCESS THE VENDUEHOST PLATFORM FOR ANY PURPOSE;

(M) USE ANY DATA OR MATERIAL FROM THE VENDUEHOST PLATFORM WHETHER BY WAY OF REVERSE ENGINEERING, DECOMPILATION, THE CREATION OF DERIVATIVE WORKS OR OTHERWISE WITHOUT THE PRIOR WRITTEN CONSENT OF VENDUEHOST OR RELEVANT THIRD PARTY;

(N) COMMERCIALISE ANY ASPECT OF THE VENDUEHOST PLATFORM OR HARVEST ANY DATA OR LISTS OF DATA, INCLUDING NAMES, ADDRESSES AND CONTACT DETAILS FOR ANY PURPOSE WITHOUT THE RELEVANT USERS' PRIOR WRITTEN CONSENT; OR

(O) HACK OR DO ANYTHING TO UNDERMINE THE REPUTATION, INTEGRITY, OPERATION OR FUNCTIONALITY OF THE VENDUEHOST PLATFORM, INCLUDING ANYTHING THAT MAY UNDERMINE ANY FEEDBACK OR RATINGS SYSTEMS MAINTAINED BY VENDUEHOST.

**NOTICE OF CHANGE IN PARTICULARS**

A REGISTERED CUSTOMER SHALL GIVE IMMEDIATE NOTICE IN WRITING TO VENDUEHOST OF ANY CHANGE IN THE PARTICULARS SUPPLIED IN RELATION TO REGISTRATION.

**SHARED HOSTING ENVIRONMENT**

VENDUEHOST IS A SHARED USER ENVIRONMENT. PURCHASERS AND BIDDERS ARE NOT RING-FENCED FOR ANY ONE CUSTOMER. REGISTERED USERS ARE ABLE TO SEE, REGISTER FOR AND PARTICIPATE IN ANY AUCTION LISTED ON THE VENDUEHOST PLATFORM.



**LIMITATION OF RIGHTS AND EXEMPTION OF LIABILITY**

**PLEASE TAKE NOTICE THAT THE TERMS AND CONDITIONS IN THIS DOCUMENT CONTAINS CLAUSES WHICH LIMIT YOUR RIGHTS AND EXEMPT US FROM LIABILITY IN CERTAIN RESPECTS.**

**PLEASE TAKE THE TIME TO CAREFULLY READ IT AND FAMILIARIZE YOURSELF WITH THE CONTENTS THEREOF.**

**BY ACCEPTING THESE TERMS AND CONDITIONS AND CONTINUING TO USE THIS PRODUCT YOU ACCEPT THE ASSOCIATED RISKS.**

**COMMENCEMENT**

THIS AGREEMENT WILL COMMENCE ON THE ACCEPTANCE DATE AND CONTINUE INDEFINITELY UNTIL AMENDED OR TERMINATED BY YOU OR VENDUEHOST. THE AMENDED VERSION OF THIS AGREEMENT IN EFFECT WHEN YOU USE THE VENDUEHOST PLATFORM WILL BE THE VERSION OF THE AGREEMENT APPLICABLE BETWEEN VENDUEHOST AND YOU AND WILL GOVERN THE ELECTRONIC TRANSACTION WHICH TOOK PLACE AT THAT TIME. VENDUEHOST RESERVES THE RIGHT TO CHANGE OR TO DISCONTINUE ANY ASPECT OR FEATURE OF THE VENDUEHOST PLATFORM AT ANY TIME INCLUDING, BUT NOT LIMITED TO CONTENT, AVAILABILITY AND ACCESS REQUIREMENTS.

**INCORPORATION**



THE TERMS AND CONDITIONS OF THE FLEXIAUCTION CUSTOMER AGREEMENT IS HEREBY INCORPORATED IN THIS DOCUMENT AS IF EXPRESSLY INCLUDED HEREIN AND FORMS AN INTEGRAL PART HEREOF.

IN AS FAR AS IT IS APPLICABLE IN RESPECT OF THE LAYOUT, FUNCTIONING AND INTERFACE OF THE VENDUEHOST PLATFORM, ALL THE TERMS AND CONDITIONS OF THE FLEXIAUCTION CUSTOMER AGREEMENT IS MUTATIS MUTANDIS APPLICABLE TO THE VENDUEHOST SOFTWARE.

WHERE ANY CONFLICT EXISTS BETWEEN THE PROVISIONS OF THE FLEXIAUCTION CUSTOMER AGREEMENT AND THESE TERMS AND CONDITIONS THE PROVISIONS OF THIS DOCUMENT WILL TAKE PRECEDENCE IN RESPECT OF THE VENDUEHOST PLATFORM.

**FEES FOR USE OF VENDUEHOST PLATFORM**

VENDUEHOST SHALL SPECIFY THE LISTING FEE APPLICABLE TO THE SERVICES PROVIDED IN CONNECTION WITH THE VENDUEHOST PLATFORM. VENDUEHOST RESERVE THE RIGHT TO CHANGE THE LISTING FEES AT ANY TIME.

**CONTRATUAL RELATIONS AND LIABILITY FOR THIRD PARTY CLAIMS**

YOU HEREBY ACCEPT THAT WE ARE NOT A PARTY TO ANY AUCTION AGREEMENT BETWEEN YOU AND THE PURCHASER NOR ANY OTHER THIRD PARTY CONTRACTS OF YOURS. WE ARE NOT RESPONSIBLE FOR THE CONTRACTUAL OBLIGATIONS

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CREATED BETWEEN PARTIES THROUGH THE VENDUEHOST SOFTWARE AND PLATFORM, WE ACCEPT NO RESPONSIBILITY FOR THE SETTLING OF CONTRACTUAL DISPUTES NOR WILL WE GET INVOLVED THEREIN. WE ACCEPT NO LIABILITY FOR ANY LOSSES OR DAMAGES SUFFERED OF WHATSOEVER NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY TO ANY PARTY DUE TO THE USE OR MISUSE OF THE VENDUEHOST SOFTWARE AND PLATFORM. TO PREVENT ANY CONFUSION IT IS EXPRESSLY RECORDED HEREBY THAT ALL EXEMPTION AND INDEMNIFICATION PROVISIONS OF THE FLEXIAUCTION CUSTOMER AGREEMENT ARE APPLICABLE IN THIS RESPECT.

YOU HEREBY ACKNOWLEDGE THAT VENDUEHOST IS MERELY THE PROVIDER OF THE VENDUEHOST PLATFORM AND IS NOT INVOLVED IN ANY WAY IN ANY TRANSACTIONS CONDUCTED VIA THE VENDUEHOST PLATFORM.

NOTWITHSTANDING ANY PROVISION HEREOF, FOR ALL PURPOSES OF THIS AGREEMENT, YOU AND VENDUEHOST SHALL BE AND ACT INDEPENDENTLY AND NOT AS PARTNER, JOINT VENTURE, AGENT, EMPLOYEE OR EMPLOYER OF THE OTHER. YOU SHALL NOT HAVE ANY AUTHORITY TO ASSUME OR CREATE ANY OBLIGATION FOR OR ON BEHALF OF VENDUEHOST, EXPRESS OR IMPLIED, AND YOU SHALL NOT ATTEMPT TO BIND VENDUEHOST TO ANY CONTRACT. WE PROVIDE THE VENDUEHOST PLATFORM FOR YOU TO ENTER AND ACCESS, AS OUR SERVICE TO YOU.

AUCTIONEERS ARE REQUIRED BY THE CPA TO COMPILE AUCTION RULES. IT IS THE RESPONSIBILITY OF THE AUCTIONEER TO ENSURE THAT THEIR AUCTION RULES ARE IN PLACE. VENDUEHOST ACCEPTS NO LIABILITY FOR ANY AUCTIONEER'S AUCTION RULES, THE CONTENT THEREOF OR LACK THEREOF. IT IS FURTHER YOUR DUTY TO COMPLY WITH ALL OTHER REQUIREMENTS IN RESPECT OF THE FICA ACT, RICA ACT, POPI ACT AND ANY AND ALL OTHER APPLICABLE LEGISLATION.

AUCTIONEERS HEREBY ACKNOWLEDGE THAT CONSUMERS BIDDING AND BUYING AT ONLINE AUCTIONS ARE NOT A PARTY TO ANY AGREEMENT WITH VENDUEHOST AND IS THEREFORE A THIRD PARTY FOR PURPOSES OF THIS AGREEMENT.

**AUCTION RULES**

YOU MUST PUBLISH AUCTION RULES FOR EACH AUCTION YOU CONDUCT THROUGH THE VENDUEHOST PLATFORM. VENDUEHOST MAY IN ITS ABSOLUTE DISCRETION VETO THE USE OF ANY AUCTION RULES OR SPECIAL CONDITIONS OR RESTRICTIONS.

VENDUEHOST ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY DOCUMENTS OF A LEGAL NATURE OR WHICH MAY HAVE A LEGAL IMPACT, THAT ARE LOADED UP TO AND USED BY YOU ON THE PLATFORM.

**PUBLICATION AND CONFIDENTIALITY OF DATA**

YOU AUTHORISE THE ACCESS BY ALL OTHER USERS OF ALL DATA IN RELATION TO YOU AND ANY OF YOUR LOTS.

YOU AUTHORISE:

(A) THE INCLUSION OF SUMMARIES OF SALES IN MARKET REPORTS COMPILED BY VENDUEHOST OR ANY OTHER PERSON ON INSTRUCTION FROM VENDUEHOST, OR IN ANY DERIVATIVE WORKS BY ANY OTHER PERSON, AND THE ACCESS BY ALL OTHER USERS OF THOSE MARKET REPORTS; AND



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(B) THE COMMERCIALISATION BY VENDUEHOST IN ANY WAY OF ANY INFORMATION, CONTENT OR DATA SUPPLIED BY OR DERIVED FROM ANY USER OR COMPILED BY VENDUEHOST OR ANY OTHER PERSON ON INSTRUCTION FROM VENDUEHOST IN CONNECTION WITH THE OPERATION OF THE VENDUEHOST PLATFORM AND BUSINESS.

**LIMITATION OF LIABILITY, WARRANTIES AND INDEMNITIES**

VENDUEHOST WILL NOT BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING FROM THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF MONEY (INCLUDING PROFIT), GOODWILL, OR REPUTATION, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON ARISING OUT OF YOUR USE OF THE VENDUEHOST PLATFORM, EVEN IF YOU ADVISE VENDUEHOST OR VENDUEHOST COULD REASONABLY FORESEE THE POSSIBILITY OF ANY SUCH DAMAGE OCCURRING. HENCE TO THE EXTENT LEGALLY PERMITTED VENDUEHOST EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE OF QUALITY, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. VENDUEHOST HAS NO CONTROL OVER AND DOES NOT MAKE ANY REPRESENTATION IN RELATION TO, NOR GUARANTEE NOR ACCEPT ANY LIABILITY FOR THE CAPACITY OF A PURCHASER TO PAY FOR ANY LOT OR THAT A PURCHASER WILL COMPLETE A TRANSACTION OF WHATEVER NATURE;

THE INFORMATION AND DATA ON OR REFERABLE THROUGH THE VENDUEHOST PLATFORM IS NOT, AND IS NOT INTENDED TO CONSTITUTE ADVICE OR THE MAKING OF ANY RECOMMENDATION OR REPRESENTATION OF WHATEVER NATURE. YOU SHOULD ACT OR OMIT TO ACT ON THE BASIS OF ANY OF THE INFORMATION AND DATA ON OR REFERABLE THROUGH THE VENDUEHOST PLATFORM WITHOUT FIRST SATISFYING YOURSELF AS TO THE COMPLETENESS, TRUTH OR ACCURACY OF ANY SUCH INFORMATION AND DATA. YOU SHOULD SEEK INDEPENDENT TECHNICAL, EXPERT AND LEGAL ADVICE.

WITHOUT PREJUDICE TO ANY OTHER PROVISION OF THIS CUSTOMER AGREEMENT OR APPLICABLE SALE TERMS, VENDUEHOST HAS NO LIABILITY FOR ANY LOSS INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF RELIANCE ON THE INFORMATION AND DATA CONTAINED ON OR REFERABLE THROUGH THE VENDUEHOST PLATFORM, OR IN RELATION TO ANY DERIVATIVE WORK DERIVED FROM SUCH.

YOU ARE RESPONSIBLE FOR TAKING YOUR OWN PRECAUTIONS TO ENSURE THAT THE PROCESS THAT YOU EMPLOY FOR ACCESSING AND USING THE VENDUEHOST PLATFORM DOES NOT EXPOSE YOU OR ANY OTHER PERSON TO THE RISK OF VIRUSES, MALICIOUS COMPUTER CODE, OR OTHER FORMS OF INTERFERENCE WHICH MAY DAMAGE ANY CUSTOMER COMPUTER OR COMMUNICATIONS SYSTEMS OR NETWORKS. FOR THE AVOIDANCE OF DOUBT, VENDUEHOST DOES NOT ACCEPT RESPONSIBILITY TO YOU OR ANY THIRD PARTY FOR ANY VIRAL ATTACKS, HACKING, INTERFERENCE OR DAMAGE TO ANY OF YOUR COMPUTERS OR COMMUNICATIONS SYSTEMS OR NETWORKS WHICH ARISES IN CONNECTION WITH ANY USE OF THE VENDUEHOST PLATFORM OR ANY LINKED WEBSITE, INCLUDING, BUT NOT LIMITED TO ANY DELAYS OR DISRUPTIONS IN THE USE OR OPERATION OF THE VENDUEHOST PLATFORM, ANY MISDESCRIPTIONS OR ERRORS ON THE VENDUEHOST PLATFORM, OR ANY BUGS, VIRUSES OR OTHER MALWARE RECEIVED DUE TO ACCESSING THE VENDUEHOST PLATFORM, OR THE LOSS, DELETION,

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IMPAIRMENT, CORRUPTION, MISFILING OR MISCATEGORISATION OF ANY INFORMATION, CONTENT OR DATA.

YOU ACCEPT SOLE LIABILITY FOR YOUR ACTS, ERRORS AND OMISSIONS AND THE LEGALITY OF ANY INFORMATION, CONTENT OR DATA WHICH YOU UPLOAD OR REFERENCE DIRECTLY OR INDIRECTLY ON OR THROUGH THE VENDUEHOST PLATFORM

YOU ACCEPT THAT THERE ARE RISKS WHEN TRADING ONLINE AND USING THE VENDUEHOST PLATFORM, INCLUDING DEALING WITH FRAUDULENT PERSONS. YOU MAY NOT HOLD VENDUEHOST LIABLE FOR THE INFORMATION, CONTENT OR DATA ON OR REFERENCED THROUGH THE VENDUEHOST PLATFORM OR THE ACTS, ERRORS, OMISSIONS, FAULT OR NEGLIGENCE OF ANY THIRD PARTY.

WHEN A PURCHASER BUYS A LOT FROM YOU, A LEGALLY BINDING CONTRACT IS MADE BETWEEN YOU AND THAT PURCHASER. YOU MUST ENSURE THAT YOU COMPLY WITH YOUR OBLIGATIONS TO THAT PURCHASER AND ARE AWARE OF ANY LAWS RELEVANT TO THAT PURCHASE. IF A PURCHASER BREACHES ANY OBLIGATION TOWARD YOU, IT IS YOU, AND NOT VENDUEHOST, WHO ARE RESPONSIBLE FOR ENFORCING ANY RIGHTS THAT YOU MAY HAVE.

YOU, AND NOT VENDUEHOST, ARE RESPONSIBLE FOR ENSURING THAT YOUR LISTING, MARKETING, CONTENT, DATA AND SELLING AND ANY OTHER ACTIVITIES CONDUCTED ON THE VENDUEHOST PLATFORM IS LAWFUL. VENDUEHOST DOES NOT POLICE THE ACTIVITIES OF ANY CUSTOMER. YOU MUST ENSURE THAT YOU COMPLY WITH ALL APPLICABLE LAWS IN SOUTH AFRICA AND OTHER COUNTRIES AS APPLICABLE. YOU MUST ALSO ENSURE THAT YOU STRICTLY COMPLY WITH THESE CUSTOMER AGREEMENT TERMS, ANY APPLICABLE SALE TERMS, THE VENDUEHOST PRIVACY POLICY AND ANY OTHER POLICIES AS NOTIFIED BY VENDUEHOST FROM TIME TO TIME.

VENDUEHOST EXCLUDES ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO THE EXTENT THAT VENDUEHOST IS ABLE TO LIMIT THE REMEDIES AVAILABLE UNDER THESE CUSTOMER AGREEMENT TERMS IN ACCORDANCE WITH THE LAW, VENDUEHOST IS NOT LIABLE TO YOU OR ANY PURCHASER OR OTHER PERSON FOR PAYMENT IN RESPECT OF ANY LOT SOLD THROUGH THE VENDUEHOST PLATFORM OR BY A NEGOTIATED SALE.

WITHOUT PREJUDICE TO ANY OTHER PROVISION OF THIS CUSTOMER AGREEMENT OR SALE TERMS, YOU (AND ANY INTERESTED PERSON THROUGH THE AUCTION HOUSE) SHALL RELEASE VENDUEHOST FROM ALL SUCH CLAIMS.

VENDUEHOST IS NOT LIABLE FOR ANY LOSS OR ANY OTHER INDIRECT LOSS OR ECONOMIC LOSS (INCLUDING PURE ECONOMIC LOSS) OF WHATEVER NATURE INCURRED BY YOU OR TO ANY THIRD PARTY IN CONNECTION WITH THE VENDUEHOST PLATFORM, ITS USE OR ANY INFORMATION, CONTENT OR DATA ON, REFERENCED OR AVAILABLE THROUGH IT.

IF YOU HAVE A DISPUTE WITH ONE OR MORE PURCHASERS OR ANOTHER CUSTOMER, YOU RELEASE VENDUEHOST (AND VENDUEHOST' OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURERS AND EMPLOYEES) FROM ALL CLAIMS, DEMANDS, LOSS, DIRECT LOSS AND ECONOMIC LOSS (INCLUDING PURE ECONOMIC LOSS) OF WHATEVER NATURE, COSTS AND EXPENSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

YOU WILL INDEMNIFY VENDUEHOST ON DEMAND AGAINST ALL LOSS, ANY DIRECT AND ECONOMIC LOSS (INCLUDING PURE ECONOMIC LOSS) OF WHATEVER NATURE, AND ANY OTHER CLAIMS, COSTS AND EXPENSES INCURRED OR MADE AGAINST VENDUEHOST BY ANY PERSON IN CONNECTION WITH THE EXISTENCE OR THEIR USE OF THE VENDUEHOST PLATFORM.

VENDUEHOST DOES NOT ACCEPT LIABILITY OF ANY DESCRIPTION FOR THE POSTING OF ANY UNLAWFUL, THREATENING, ABUSIVE, DEFAMATORY, OBSCENE OR

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INDECENT INFORMATION, OR MATERIAL OF ANY KIND WHICH VIOLATES OR INFRINGES UPON THE RIGHTS OF ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION ANY TRANSMISSIONS CONSTITUTING OR ENCOURAGING CONDUCT THAT WOULD CONSTITUTE A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LAW. VENDUEHOST RESERVES THE RIGHT TO REMOVE LISTINGS AND WITHDRAW LOTS CONTAINING ILLEGAL, INAPPROPRIATE OR OFFENSIVE CONTENT.

VENDUEHOST DOES NOT GUARANTEE THE ACCURACY OF POSTINGS NOR USER COMMUNICATIONS NOR THE QUALITY, SAFETY OR LEGALITY OF WHAT IS OFFERED. VENDUEHOST WILL NOT BE LIABLE FOR ANY ACT OR OMISSION OF A THIRD PARTY. WE DO NOT GUARANTEE REAL-TIME PERFORMANCE OF ANY SERVICE OR THAT IT WILL EXECUTE ALL ONLINE OR OFFLINE BIDS. VENDUEHOST HAS NOT UNDERTAKEN ANY REVIEW OR DUE DILIGENCE WITH RESPECT TO THE INFORMATION CONTAINED ON THE VENDUEHOST PLATFORM AND PROVIDES NO GUARANTEES, COVENANTS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAID INFORMATION AND ITS ACCURACY OR WITH RESPECT TO THE INTEGRITY OR SOLVENCY OF ANY OF THE PARTIES PARTICIPATING IN THE VENDUEHOST PLATFORM.

THE AVAILABILITY OF THE VENDUEHOST PLATFORM IS DEPENDENT UPON NUMEROUS THIRD PARTIES AND SERVICE PROVIDERS. VENDUEHOST WILL ENDEAVOR TO TAKE REASONABLE CARE TO ENSURE THE ACCURACY OF INFORMATION AND THE AVAILABILITY OF THE VENDUEHOST PLATFORM, BUT MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES. AS SUCH, THE VENDUEHOST PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VENDUEHOST PROVIDES NO GUARANTEE FOR NOR WARRANTS THE CONSTANT, UNINTERRUPTED, ERROR-FREE AND/OR SECURE AVAILABILITY OF AND ACCESS TO THE VENDUEHOST PLATFORM AND TECHNICAL SYSTEMS. VENDUEHOST SHALL NOT BE HELD RESPONSIBLE FOR ANY UNCONTROLLABLE EVENTS NOR FOR OUTAGES ON ITS SYSTEMS, THE INTERNET, INTRANET OR ANY OTHER WEBSITE. ANY AUCTIONS OR BIDS LOST OR PERCEIVED TO BE LOST DUE TO THESE OUTAGES WILL NOT BE COMPENSATED FOR UNDER ANY CIRCUMSTANCES.

THE VENDUEHOST PLATFORM HAS NOT BEEN CUSTOMIZED FOR ANY SPECIFIC INDUSTRY OR INDIVIDUAL NEED AND IS PROVIDED TO THE PUBLIC AS A WHOLE WITH THE RESULT THAT THE INFORMATION IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF RELIABILITY, FITNESS FOR PURPOSE, TIMELINESS, ACCURACY, COMPLETENESS OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO HOLD HARMLESS AND INDEMNIFY VENDUEHOST AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, LICENSORS, CO-BRANDERS OR OTHER PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY THIRD PARTY CLAIM ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE VENDUEHOST PLATFORM (INCLUDING ANYTHING YOU DEVELOP USING THE VENDUEHOST PLATFORM), INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM ALL CLAIMS, LOSSES, DAMAGES (ACTUAL AND/OR CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES, OF EVERY KIND AND NATURE. VENDUEHOST SHALL USE GOOD FAITH EFFORTS TO PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION.

THE SUCCESSFUL FUNCTIONING OF THE VENDUEHOST PLATFORM IS DEPENDENT ON VARIABLES NOT WITHIN OUR CONTROL. DUE TO THESE UNFORESEEN FACTORS

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WE ARE UNABLE TO GUARANTEE THE UNINTERRUPTED AND FULL FUNCTIONING OF THE SERVICE AT ALL TIMES.

**THE ENTIRE RISK ARISING OUT OF USE OF THE VENDUEHOST PLATFORM REMAINS WITH YOU.**

**LINKS TO EXTERNAL THIRD PARTY SERVICES**

VENDUEHOST MAY PROVIDE LINKS FROM THE VENDUEHOST PLATFORM TO EXTERNAL THIRD PARTY SERVICES. ANY SUCH SERVICE IS PROVIDED FOR YOUR USE AND CONVENIENCE AND DOES NOT CONSTITUTE AN ENDORSEMENT, RECOMMENDATION OR CERTIFICATION BY VENDUEHOST OF THE EXTERNAL SERVICE.

LIKewise, THE PRESENCE OF LINKS SHOULD NOT IN ANY WAY BE CONSTRUED AS A SUGGESTION THAT THE EXTERNAL SERVICE HAS A RELATIONSHIP WITH VENDUEHOST. VENDUEHOST IS NOT RESPONSIBLE FOR THE PRACTICES OF ANY SUCH PROVIDERS ACCESSED FROM THE VENDUEHOST PLATFORM-

**SERVER/WEBSITE MANAGEMENT AND INTEGRATION**

UNLESS SUCH SERVICES ARE EXPRESLY RENDERED TO YOU UNDER ANOTHER AGREEMENT WE ACCEPT NO RESPONSIBILITY FOR WEBSITE AND/OR SERVER ERRORS. OUR SERVICES IS NOT THAT OF AN INTERNET SERVICES PROVIDER (ISP) AND IT IS NOT OUR RESPONSIBILITY TO CORRESPOND WITH SUCH PARTY TO ENSURE COMPATIBILITY AND FUNCTIONING OF THE PLATFORM PRODUCT ON YOUR WEBSITE/SERVER.

**VARIATION**

VENDUEHOST MAY VARY ANY OF THE FUNCTIONS OR SERVICES OF THE VENDUEHOST PLATFORM OR ANY HARDWARE OR SOFTWARE INCLUDED IN THE VENDUEHOST PLATFORM, AND WILL NOT BE LIABLE TO ANY PERSON FOR ANY CHANGE IN FUNCTIONALITY, PERFORMANCE OR SPECIFICATIONS BY REASON OF ANY SUCH VARIATION.

**PRIVACY AND SECURITY**

WE DO NOT ACCEPT RESPONSIBILITY FOR YOUR PERSONAL INFORMATION.

YOU AGREE TO COMPLY WITH THE TERMS OF OUR PRIVACY POLICY PERTAINING TO THE PROCESSING OF PERSONAL INFORMATION OF PURCHASERS AND USERS OF THE VENDUEHOST PLATFORM. YOU ARE THE CONTROLLER AND PROCESSOR OF PERSONAL INFORMATION OF PURCHASERS, ACQUIRED THROUGH THE VENDUEHOST PLATFORM. PERSONAL INFORMATION IS OBTAINED FROM PURCHASERS BY VENDUEHOST SOLELY FOR THE PURPOSE OF ASSISTING YOU IN CONCLUDING ONLINE PURCHASE AGREEMENTS AND COMPLYING WITH YOUR LEGAL OBLIGATIONS. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE PURCHASERS' INFORMATION IS PROPERLY PROCESSED. WE ACCEPT NO RESPONSIBILITY FOR INFORMATION PROCESSED WRONGFULLY AND/OR UNLAWFULLY INCLUDING WRONGFUL AND/OR UNLAWFUL PROCESSING DUE TO PROGRAM MALFUNCTION.

YOU WILL INDEMNIFY VENDUEHOST ON DEMAND AGAINST ALL LOSS, ANY DIRECT AND ECONOMIC LOSS (INCLUDING PURE ECONOMIC LOSS) OF WHATEVER NATURE, AND ANY OTHER CLAIMS, COSTS AND EXPENSES INCURRED OR MADE AGAINST

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VENDUEHOST BY ANY PERSON ARISING OUT OF YOUR PROCESSING OF PERSONAL INFORMATION OF PURCHASERS.

**SUSPENSION AND TERMINATION OF REGISTRATION**

DESPITE ANY OTHER PROVISION OF THE CUSTOMER AGREEMENT OR SALE TERMS, VENDUEHOST MAY RESTRICT, SUSPEND OR TERMINATE THE REGISTRATION OF A CUSTOMER FOR ANY REASON AT ANY TIME AND WITHOUT THE NEED TO PROVIDE NOTICE. THE RESTRICTION, SUSPENSION OR TERMINATION WILL TAKE EFFECT IMMEDIATELY OR FROM THE DATE SPECIFIED BY VENDUEHOST.

UPON THE RESTRICTION, SUSPENSION OR TERMINATION OF THE REGISTRATION OF A CUSTOMER, THE CUSTOMER REMAINS LIABLE TO COMPLY WITH ANY APPLICABLE OBLIGATIONS ARISING OUT OF THE ACCESS AND USE THE VENDUEHOST PLATFORM AND WEBSITE, FOR ANY UNPAID LISTING FEES (WHETHER OR NOT INVOICED), AND FOR ANY DEBT, LOSS, OTHER LIABILITY OR OBLIGATION INCURRED IN RELATION TO ANY SALE, AND FOR ANY CLAIM ARISING FROM FAILURE TO COMPLY WITH THE CUSTOMER AGREEMENT OR SALE TERMS.

**ENTIRE AGREEMENT**

THIS CUSTOMER AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES IN CONNECTION WITH ITS SUBJECT MATTER AND SUPERSEDES ALL PREVIOUS AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES IN CONNECTION WITH ITS SUBJECT MATTER.

**ASSIGNMENT**

YOU MAY NOT ASSIGN THE PERFORMANCE OR ANY PART OF THESE CUSTOMER AGREEMENT TERMS WITHOUT THE PRIOR WRITTEN CONSENT OF VENDUEHOST.

**GOVERNING LAW AND JURISDICTION**

THIS CUSTOMER AGREEMENT AND ANY MATTER ARISING OUT OF OR IN CONNECTION WITH ANY SUBJECT MATTER GOVERNED BY THOSE TERMS ARE GOVERNED BY THE LAWS OF SOUTH AFRICA. YOU AGREE TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF SOUTH AFRICA IN RELATION TO ANY MATTER IN CONNECTION WITH THE CUSTOMER AGREEMENT.

IF YOU ACCESSES THIS WEBSITE IN A JURISDICTION OTHER THAN SOUTH AFRICA, THE YOU ARE RESPONSIBLE FOR COMPLIANCE WITH THE LAWS OF THAT JURISDICTION, TO THE EXTENT THAT THEY APPLY.

IF ANY DISPUTE SHOULD ARISE BETWEEN THE PARTIES REGARDING THIS AGREEMENT, OR IF IT SHOULD BECOME NECESSARY FOR US TO INSTITUTE LEGAL ACTION IN ORDER TO ENFORCE ANY OF OUR RIGHTS IN TERMS OF THIS AGREEMENT YOU HEREBY AGREE TO THE JURISDICTION OF THE BLOEMFONTEIN MAGISTRATES' COURT. THIS CLAUSE DOES NOT HOWEVER PRECLUDE US FROM INSTITUTING ACTION IN THE HIGH COURT IF WE CONSIDER IT NECESSARY TO DO SO.

**MAINTENANCE AND SUPPORT**

VENDUEHOST'S SERVERS UNDERGO DAILY ROUTINE MAINTENANCE, FOR THIS REASON THERE WILL BE DAILY DOWN-TIME OF THE PLATFORM WITHOUT NOTIFICATION AT UNSPECIFIED TIMES.

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VENDUEHOST MAY SHUT DOWN OR DISCONNECT SERVERS FOR MAINTENANCE PURPOSES WITHOUT NOTIFICATION.

NO AFTER HOURS OR WEEKEND SUPPORT IS PROVIDED

**SALE TERMS****TERMS**

SALE OF GOODS ON THE VENDUEHOST PLATFORM WILL BE SUBJECT TO THE FOLLOWING SALES TERMS

**CONFIRMATION AND LOTS**

BY LISTING A LOT ON THE VENDUEHOST PLATFORM, YOU CONFIRM AND WARRANT THAT YOU ARE THE BENEFICIAL OWNER OF THE LOT FREE OF ALL MORTGAGES, CHARGES, LIENS, ENCUMBRANCES AND ADVERSE INTERESTS AND THAT YOU ARE ENTITLED AND COMPETENT TO SELL, DELIVER AND TRANSFER UNENCUMBERED TITLE TO THE LOT. THIS WARRANTY MAY NOT BE QUALIFIED BY ANY APPLICABLE AUCTION RULES.

ANY LOT LISTED MUST COMPLY WITH ANY LISTING REQUIREMENTS SPECIFIED BY VENDUEHOST FROM TIME TO TIME. VENDUEHOST MAY DELIST ANY LOT WHICH IN ITS DISCRETION DOES NOT COMPLY WITH ANY SUCH REQUIREMENTS.

LOTS MUST COMPLY WITH ALL APPLICABLE LAWS, PROVINCIAL AND NATIONAL LEGISLATION, REGULATIONS, CODES AND STANDARDS.

WE RESERVE THE RIGHT, FOR ANY REASON WHATSOEVER, TO REMOVE OR CHANGE ANY INFORMATION ON THE VENDUEHOST PLATFORM, WHETHER POSTED BY US OR NOT, AS WELL AS REMOVE ANY GOODS OFFERED FOR SALE IF WE FEEL THAT NOT DOING SO WILL CAUSE HARM TO EITHER US OR USERS OF THE VENDUEHOST PLATFORM.

**RESERVE PRICE**

YOU MUST NOMINATE A RESERVE PRICE UP TO ONE HOUR BEFORE ANY SALE BY AUCTION. THE RESERVE PRICE WILL NOT BE DISCLOSED IN A SALE BY AUCTION UNLESS SPECIFIED OTHERWISE ON BEHALF OF THE AUCTION HOUSE. THE RESERVE PRICE WILL NOT BE DISCLOSED.

**CONDUCT OF AUCTION****BIDDING**

ONCE THERE IS A VALID BID EQUAL TO OR ABOVE THE RESERVE PRICE FOR A LOT, YOU AGREE TO SELL THE LOT TO THE HIGHEST BIDDER AT THE CONCLUSION OF THE AUCTION.

**WITHDRAWAL OF A LOT**

VENDUEHOST MAY WITHDRAW A LOT FROM SALE BEFORE OR DURING THE AUCTION OF THE LOT. FOR THE AVOIDANCE OF DOUBT AND WITHOUT PREJUDICE TO ANY OTHER PROVISION OF THE CUSTOMER AGREEMENT, VENDUEHOST HAS NO LIABILITY FOR ANY LOSS, OR ANY DIRECT OR ECONOMIC LOSS (INCLUDING PURE ECONOMIC LOSS) OF WHATEVER NATURE ARISING OUT OF ANY ACT, ERROR, OMISSION, BREACH, FAULT OR NEGLIGENCE OF VENDUEHOST.

WITHDRAWAL OF A LOT WILL NOT AFFECT ANY CLAIM VENDUEHOST MIGHT HAVE AGAINST YOU FOR COSTS INCURRED BY VENDUEHOST IN HOSTING THE LOT FOR SALE.



ACCEPTANCE OF RISK

VENDUEHOST DOES NOT WARRANT THE INTEGRITY OR CREDITWORTHINESS OF ANY BIDDER OR PURCHASER AND, IN PARTICULAR, DOES NOT PROVIDE OR CONDUCT ANY CREDIT RELATED REVIEW OR ASSESSMENTS IN CONNECTION WITH A BIDDER OR PURCHASER.

YOU LIST AND SELL GOODS ON THE VENDUEHOST PLATFORM AT YOUR OWN RISK.

WITHDRAWAL OF BIDS

VENDUEHOST MAY, IN ITS SOLE DISCRETION, ALLOW THE WITHDRAWAL OF A BID.

AUCTION HOUSE'S BIDS

YOU MAY NOT BID FOR YOUR OWN LOT. YOU INDEMNIFY VENDUEHOST FROM ANY LOSS VENDUEHOST SUFFERS IN CONNECTION WITH A BREACH OF THIS CLAUSE BY YOU.

COMPLIANCE WITH CONTRACTS OF SALE

YOU MUST COMPLY WITH YOUR OBLIGATIONS UNDER THE CONTRACT OF SALE WITH THE PURCHASER

TAXES

ALL AUCTIONS SHALL BE CONDUCTED ON THE BASIS THAT THE BID AND SALE PRICE SHALL BE EXCLUSIVE OF TAXES WHERE APPLICABLE, TAXES ARE TO BE ADDED AFTER THE CONCLUSION OF THE AUCTION TO THOSE LOTS SOLD, OR DEEMED TO BE SOLD.

WARRANTY OF ASSESSMENT AND OTHER INFORMATION

YOU WARRANT THAT THE CONTENT OF LISTINGS (INCLUDING ANY CATALOGUE ENTRY) IS TRUE, COMPLETE AND ACCURATE AND THAT ALL MATERIAL INFORMATION REQUIRED BY ANY DESIGNATED FORM OF ASSESSMENT OR THE CUSTOMER AGREEMENT HAS BEEN INCLUDED IN THE LISTING.

YOU WILL INDEMNIFY VENDUEHOST ON DEMAND AGAINST ALL LOSS ARISING OUT OF ANY ACT, ERROR, OMISSION, BREACH, DEFAULT OR NEGLIGENCE BY YOU. YOU ARE LIABLE FOR ADJUSTMENTS IN PRICE DUE TO MISDESCRIPTION IN LISTINGS.

**REVISIONS TO THIS DOCUMENT**

NONE

**THANK YOU FOR YOUR SUPPORT.**