

## TERMS AND CONDITIONS

### 1. TERMS AND CONDITIONS OF USE

- 1.1. These terms and conditions ("**these Terms and Conditions**") govern your ("**the User**") purchase of any Products (as defined below) and/or Services (as defined below) provided for on the [www.bushtrade.com](http://www.bushtrade.com) website ("**Website**") operated by **CORRY AND JANDRELL TRADING (Pty) Ltd t/a Bush Trade** (registration number: **2021/392306/07** ("**Provider**").
- 1.2. By accessing, utilizing and subscribing for the Website and/or acquiring any Products and/or using any Services, the User agrees that he/she read, understands and agrees to be bound by these Terms and Conditions.
- 1.3. The content of these Terms and Conditions is proprietary to the Provider. As such, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained in these Terms and Conditions and/or the Website and accompanying uniform resource locator on which they are located, for any purposes whatsoever without the prior written consent of the Provider.

### 2. INTERPRETATION OF THESE TERMS AND CONDITIONS

- 2.1. For the purposes of these Terms and Conditions -
  - 2.1.1. "**Company Parties**" means, collectively, the Provider, its affiliates, officers, directors, owners, agents, information providers, licensors, subsidiaries, successors, assigns, service providers, suppliers and employees;
  - 2.1.2. "**Online Auction**" means formal sale auctions hosted on the Website either by the Provider or by a Seller (from time to time);
  - 2.1.3. "**Products**" shall mean any and all products which users of the Website can offer, sell and buy on the Website, or alternatively, which users can offer, sell and buy by means of or through an Online Auction hosted on the Website;
  - 2.1.4. "**Sale(s)**" means the online sale(s) of Products on the Website (generally) or through an Online Auction;
  - 2.1.5. "**Seller**" means a User that offers Products for sale on the Website or through an Online Auction;

- 2.1.6. **“Service”** means the collection of online resources offered to the User by the Provider, which include, without limitation, classified advertisements, chat services and the content, features and functionality provided by the Website to allow the User to bid on and purchase the Products on offer (including through Online Auctions);
- 2.1.7. **“Transaction(s)”** means any purchase of Products effected by the User through the Website or through an Online Auction. In the event that the User is the winning bid in an Online Auction, the consummation of the purchase and collection of the Products constitute a Transaction; and
- 2.1.8. **“User”** means the person accessing the Website and/or his/her authorized representative or a Seller in an Online Auction (whichever is applicable).
- 2.2. When any number of days is prescribed in these Terms and Conditions, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day.
- 2.3. No provision of these Terms and Conditions constitutes a stipulation for the benefit of any person who is not a party to an agreement entered into with the Provider.
- 2.4. A reference to a Party includes that Party’s successors-in-title and permitted assigns.
- 2.5. Unless inconsistent with the context, an expression which denotes -
- 2.5.1. any one gender includes the other gender;
- 2.5.2. a natural person includes an artificial person and *vice versa*; and
- 2.5.3. the singular includes the plural and *vice versa*.
- 2.6. The expiration or termination of an agreement entered into between the User and the Provider shall not affect such of the provisions of these Terms and Conditions which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 2.7. The rule of construction that these Terms and Conditions shall be interpreted against the party responsible for the drafting or preparation of the Terms and Conditions, shall not apply.
- 2.8. Any reference in these Terms and Conditions to an enactment is to that enactment as at the date of drafting of the Terms and Conditions, and as amended or re-enacted from time to time.
- 2.9. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.10. These Terms and Conditions, and any rights, licenses and obligations granted under these Terms and Conditions, may not be ceded, delegated, transferred or assigned by the User.

### **3. CONTRACTUAL CAPACITY TO ACT**

- 3.1. The User warrants that he/she is at least 18 (eighteen) years of age, or possesses legal parental or guardian consent, and has the necessary contractual and mental capacity to enter into and be bound by these Terms and Conditions.
- 3.2. Where the User acts on behalf of a juristic person, the User agrees to bind himself/herself as surety and co-principal debtor with such juristic person for the due performance of the juristic person's obligations in terms of these Terms and Conditions.
- 3.3. Notwithstanding the foregoing, the User (in the event that he/she acts on behalf of a juristic person) warrants that he/she has the necessary authority and capacity to enter into and bind the juristic person to these Terms and Conditions.

### **4. DESCRIPTION OF OFFERINGS**

The Provider provides a platform where -

- 4.1. Users can offer, sell and buy the Products listed on the Website; and/or
- 4.2. Users can bid on and purchase the Products on offer through Online Auction(s).

### **5. USER PARTICIPATION**

- 5.1. The Website is a platform through which the Provider acts as the agent for the Seller who offers and/or sells Products either through the Website or by means of an Online Auction. As a result, the Provider only facilitates communication between the User and the Seller in respect of any potential Transactions and/or Sales and shall at no point in time become a party to a Transaction and/or Sale. The Provider is not an auction house and is not conducting live auctions at the premises of the Seller. The Provider reserves the right, in its sole discretion, to change some or all of the Services offered through the Website at any time.
- 5.2. The Provider is not involved in the actual Transactions between the User and any external website linked to this Website and the User hereby accepts that all Products are sold “as is” and “with faults”, if any.
- 5.3. The Provider does not provide any warranties or guarantees around the quality, safety or legality of the Products advertised on the Website by a Seller for sale, the truth or accuracy of the listings, or the ability of a Seller to sell such Products. The Provider does not ensure that a Seller will actually complete a Transaction. Products placed on the Website may, at the Seller’s sole discretion or if directed by the Provider, be removed from the Website at any time prior to the time on which the sale expires
- 5.4. Accordingly, since the Provider is not involved in or a party to the actual Transaction between the User and the Seller and furthermore does not provide any warranties or guarantees as per clause 5.3, the User hereby indemnifies and agrees to hold each of the Company Parties harmless (on demand and on a rand for rand basis) against any claims that may be brought against the Provider (either by the User, a Seller or a third party) for any costs, loss or damages (including but not limited to direct, indirect, consequential or special damages) arising out of or resulting from the User’s use of the Website and/or the Services and/or any Transactions or Sales.
- 5.5. Each Seller may have its specific requirements, terms and conditions that must be met or be complied with in order for the User to participate in an Online Auction or Transaction and each Seller has sole discretion to refuse to approve the User’s eligibility for participation. The Seller’s requirements may differ from these Terms and Conditions and the Seller’s individual requirements may lengthen or shorten the amount of time to claim the Products sold through any Transaction and/or may change acceptable payment terms.

- 5.6. The User understands that a Sale may be withdrawn for any reason whatsoever by the Seller until a Transaction is concluded or such time as a winner of an Online Auction has been declared and notified by the Provider via electronic mail. The User may only bid and use the Website and Service if he/she is registered for it. When bidding, the User agrees to comply with these Terms and Conditions as well as the Seller's specific rules, terms and conditions of auctions or sale contained in the individual sale posting. All auctions will be conducted in ZAR. Sellers may, in their sole and absolute discretion, set applicable minimum bids.
- 5.7. The winning bid in an Online Auction will be the highest bid to a registered participant on the Website (that exceeds the reserve price if any) which meets the other conditions that are specific to the Sale or Transaction. If the User is the winning bidder, he/she acknowledges and agrees that he/she has placed the highest bid above any reserve or minimum bid price and once the Provider confirms acceptance of the User's bid that the User has entered into a legally binding contract, the User may collect, within the time period provided as part of these Terms and Conditions or the terms and conditions regulating the Sale or Transaction (as posted by the applicable Seller) the Products from Seller's premises. Any attempt by the User to cancel or withdraw his/her bid after it has been accepted and determined to be the winning bid by Provider or the Seller, will be considered a breach of these Terms and Conditions.
- 5.8. Rules governing bid increments and other conditions the User must meet to purchase the Products, may change and shall be posted with each individual advertisement. The Seller will post the terms and conditions which are specific to the sale and which are in supplement to the ones contained in these Terms and Conditions. The User agrees to be bound by these additional bidding terms and conditions of sale by agreeing to these Terms and Conditions and by placing a bid or entering into a Transaction.
- 5.9. These Terms and Conditions, in addition to those terms and conditions posted by an individual Seller (where applicable), govern the User's bidding activity including the User's participation in an Online Auction. The Provider has the final right and determination with respect to the User's bid on the Products, the Sale of the Products, the resolution of disputes including the right, in the Provider's sole discretion, to determine: (i) who is the successful final bidder; (ii) any bid that the Provider believes may have a detrimental effect on the Products in question; (iii) any bid the Provider believes to be a fraudulent bid as described below; (iv) any bid which does not meet the minimum bid

increments. The User understands that the Sale is not considered consummated or final until all money due is paid by the User to the Provider. Until such time, the User understands and agrees that the Seller of the Products may redeem such Products until the Sale is final.

- 5.10. The User's right to bid on the Website may, in the Provider's sole discretion, be suspended for a manual anti-fraud check for a minimum of 30 (thirty) minutes and may be suspended longer for a more complete investigation. The User shall have no claim against the Provider should the Provider, in its sole discretion, elect to suspend a User's bid on the Website. Accordingly, the User indemnifies and agrees to hold each of the Company Parties harmless (on demand and on a rand for rand basis) against any claims that may be brought against the Provider (either by a User, a Seller or a third party) for any costs, loss or damages (including but not limited to direct, indirect, consequential or special damages) arising out of or resulting from the User's suspension of his/her rights to bid on the Website in terms of this clause 5.10.
- 5.11. Any audio or video aspects of an Online Auction are for entertainment purposes only. The User will not rely on any audio or video posted on the Website or electronically to determine the status of the bidding on the Products, nor the value of the Products.
- 5.12. The Provider does not warrant that the Services will be uninterrupted or error free, or that bids will be received by the Seller or information regarding the current price will be transmitted in a timely fashion, nor do the Provider guarantee the performance of any obligations by a Seller.
- 5.13. In no event shall the Provider, the Sellers, or the Provider's suppliers be liable for lost profits or any direct, indirect, special, incidental or consequential damages arising out of or in connection with the failure of any bid or pricing information to be transmitted or received by the User or the Seller in a timely manner, the interruption of any data transmission, or these Terms and Conditions (however arising, including our negligence). The User hereby indemnifies and agrees to hold each of the Company Parties harmless (on demand and on a rand for rand basis) against any claims that may be brought against the Provider by a User, a Seller or a third party, for any costs, loss or damages (including but not limited to direct, indirect, consequential or special damages) arising out of or resulting from any failure of any bid or pricing information to be transmitted or received by

the User or the Seller in a timely manner, the interruption of any data transmission, or these Terms and Conditions (however arising, including our negligence).

- 5.14. Prior to placing a bid a User will be required to enter his/her credit card details. Upon successful conclusion of a Transaction, the total amount payable will be immediately deducted from such credit card. Should that payment decline for any reason whatsoever, the User will be deemed in breach of contract and to have defaulted on these Terms and Conditions. The Provider and the Seller may continue to offer the Products to the next highest bidder or list the Products in the next scheduled Online Auction for the Seller. The User agrees to waive all claims against the Provider and the Seller arising from such declined payment, whether it be an error from the User's bank, hardware error, software error, internet connection, insufficient funds or otherwise. However, the Provider will make attempts to contact the User and give the User the opportunity to honor his/her bid, but administration fees will be payable to cover related expenses.

## 6. USE OF CONTENT

- 6.1. The User acknowledges that the Services and the contents of the Website contain information, text, software, photographs, music, audio and video clips, graphics, links and other material ("**Materials**") that are protected by copyright, trademark or other proprietary rights of the Provider, the Sellers or third parties. All Materials used or made available through the Services or the Website is copyrighted to the Provider pursuant to applicable copyright law. The Provider owns a copyright in the selection, coordination, arrangement and enhancement of such Materials, as well as in the content original to the Provider. The User agrees to comply with any additional copyright notices, information, or restrictions contained in any Materials available on or accessed through the Services or the Website.
- 6.2. Subject to the User's compliance with these Terms and Conditions, and except to the extent otherwise expressly provided in an additional agreement between the User and the Provider, the User is granted a limited non-exclusive, non-transferable, non-sublicensable, and revocable license to access the Services, the Website and/or the Materials only for his/her own personal, non-commercial use.
- 6.3. The User acknowledges that all Materials included with the Services or the Website is provided for his/her own use. In no case shall the User re-publish the Materials in any

form without express written permission of the Provider. The User's right to use the Services or the Website is limited to a single workstation at a time unless an additional agreement for network access has been signed by both parties. The User acknowledges that he/she is not permitted to sell or otherwise dispose of any software downloaded from the Website or the Provider and that no rights granted hereunder may be assigned or sublicensed, any assignment or sublicense being void.

- 6.4. The User agrees that he/she may not in any way exploit or commercially use any of the Services and/or Material, in whole or in part, except as expressly permitted in these Terms and Conditions. The User acknowledges that he/she does not acquire any ownership rights by accessing or downloading copyrighted materials. The User shall not store electronically any portion of any Services and/or Materials. The User may not collect and use email addresses of other users of the Website or other user account information, listings, or perform any form of data extraction or data-mining whatsoever.
- 6.5. The Provider's name and associated logo are proprietary to are, ALL RIGHTS RESERVED. All other trademarks (registered or in the process of registration), service marks, product names and company names or logos appearing on the Website and the Service are the property of its respective owners. Any use of such trademarks, service marks, product names and company names or logos, including the reproduction, modification, distribution or republication without the prior written permission of the owner of same, is strictly prohibited.
- 6.6. The Provider shall not responsible for any advertisements, offerings, user postings, images or any other materials made available through the Website or Service, or any messages between users on the Website ("**Content**"), whether accessed or exchanged through the Website or websites that are owned and operated by third parties ("**Third Party Websites**"). The Provider shall not be responsible for the accuracy, usefulness, intellectual property rights or safety relating to such Content and the User agrees that he/she assumes all liability for his/her use of the Website and Service. The User may be exposed to Content that is offensive, inaccurate, misleading, or otherwise objectionable. The User is responsible for, must evaluate, and bear all risks associated with the use of any Content and the Provider will not be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading of any Content made available through the Service.



- 6.7. The Website and Services may contain links to Third Party Websites. These Terms and Conditions do not apply to the User's use of any Third Party Websites to which the Website links and the Provider is not responsible for the availability of any Third Party Websites. The Provider does not endorse or take responsibility for the contents, advertisements, products or other materials made available through Third Party Websites, and the User acknowledges that the Provider is not responsible for the availability of, or the content, advertisements, products, or other materials located on or through, any Third Party Websites. Under no circumstances will the Provider be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to the User in connection with the User's use of, or reliance on, any content, goods, or services available on any Third Party Websites and the User accordingly hereby indemnifies the Provider on demand and on a rand for rand basis for any such loss or damages. If the User decides to access a Third Party Website, the User does so at his/her own risk. The User should contact the Website administrator or Webmaster for those Third Party Websites if he/she has any concerns regarding such links or the content or services located on such Third Party Websites.
- 6.8. The User is responsible for his/her own Content uploaded, posted, transmitted, or made available through the Service. The User shall not upload, post, or otherwise make available through the Services any content protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right and the burden of determining that any material is not protected by copyright rests with the User. The User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting Content to any public area of the Website, the User hereby grants, or warrant that the owner of such Content has expressly granted, the Provider a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly display and distribute such Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such Content. The User also permits any other user of the Services or the Website to access, view, store, or reproduce such Content for that user's personal use.
- 6.9. The User hereby indemnifies the Provider and the Company Parties on demand and on a rand for rand basis against any claims that may be brought against it (either by the User,

a Seller or a third party) for any costs, loss or damages (including but not limited to direct, indirect, consequential or special damages) arising out of or resulting from any breach of the terms of this clause 6.

## **7. CONDUCT**

- 7.1. The User agrees not to post, email, host, display, upload, modify, publish, transmit, update or share any information on the Website, or otherwise make available Content -
  - 7.1.1. will not be false, inaccurate, frivolous, or misleading;
  - 7.1.2. will not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
  - 7.1.3. will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
  - 7.1.4. will not be defamatory, trade libellous, unlawfully threatening, unlawfully harassing, or obscene;
  - 7.1.5. will not contain any computer viruses, worms, Trojan horses, time bombs, or other computer programs, scripts, or instructions that are intended to damage or detrimentally interfere with the operation or use of the Services or the Website, or to intercept or expropriate any proprietary computer system information or other confidential data or personal information relating to or arising out of the access or use of the Services or the Website;
  - 7.1.6. will not create any liability for the Provider or cause the Provider to lose (in whole or part) the Services of its internet service providers or other suppliers and business affiliates;
  - 7.1.7. will not contain any links to or from other information or websites for which the User does not have the right to make or reproduce such links;
  - 7.1.8. that includes personal or identifying information about another person or entity without that person's explicit consent;

- 7.1.9. that impersonates any person or entity, including, but not limited to, an employee of the Provider, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- 7.1.10. that constitutes or contains "pyramid schemes", "jokes", "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "bait marketing", "negative option marketing", "referral selling" or unsolicited advertisements of a commercial nature; and
- 7.1.11. that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation, sales of items that are prohibited or regulated by applicable law.
- 7.2. If the User is a registered user of the Website, he/she agrees to promptly update his/her account registration information in order to keep it current, complete, and accurate.
- 7.3. The User hereby grants the Provider a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) the User has in his/her information and Content, in any media now known or hereafter existing.

## **8. THIRD PARTIES**

- 8.1. The Provider may, if applicable, make use of third parties in the delivery of the Products and Services.
- 8.2. Consequently, no provision contained in these Terms and Conditions should be construed as placing an obligation on the Provider to render the Products and Services (or any matter or thing ancillary or related thereto) personally.
- 8.3. The Provider is expressly entitled and authorised to cede, assign and/or delegate any obligation as arises from a contractual relationship entered into with a User to an appropriate third party (as determined by the Provider acting in its sole, absolute and unfettered discretion) as deemed fit and/or expedient by the Provider. The User may not transfer, cede or assign any right or obligation as arises from a contractual relationship entered into with the Provider, without the Provider's prior written consent.

## **9. VETTING**

- 9.1. The Provider may, in its sole and absolute discretion, undertake such vetting processes as it deems reasonably necessary and/or desirable.
- 9.2. Such vetting process may include a credit check conducted through one or more credit bureaus. To this extent, the User consents to such credit check, in the manner envisaged in section 68 of the National Credit Act.
- 9.3. The use by the User of the Website and Services remains the decision of the Provider, which may be exercised in the sole, absolute and unfettered discretion of the Provider.

## **10. WEBSITE ACCESS, INTERFERENCE WITH SERVICES, MONITORING, MAINTENANCE, AND COMPLIANCE WITH LAW**

- 10.1. The Provider may alter, modify, upgrade or update its network, hardware, technology and related infrastructure from time to time.
- 10.2. Similarly, third parties, on whom the Provider is reliant may alter, modify, upgrade or update the network, hardware, technology and related infrastructure from time to time.
- 10.3. The Provider does not guarantee continuous, uninterrupted, or secure access to the Website and Services, and operation of the Website may be interfered with by numerous factors outside of the Provider's control. The User expressly and specifically acknowledges that it will not have any claim for any damage, harm, inconvenience or loss in relation to the above.
- 10.4. The User agrees that he/she will not use any robot, spider, other automatic device, or manual process to monitor or copy the Provider's web pages or the content contained herein without the Provider's prior expressed written permission. The User agrees that he/she will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or the Services, or any transaction being conducted on or through the Website or Services. The User agrees that he/she will not take any action that imposes an unreasonable or disproportionately large load on the Provider's server infrastructure of the Website.

- 10.5. The User may not register to use any Services under a false name, or use an invalid or unauthorised credit card in connection with any Services. The User may not make offers to purchase any Products or services under a false name while using the Services or the Website. The User may not impersonate any other user of the Services or the Website, or make use of another user's password(s). Such fraudulent conduct is a violation of these Terms and Conditions. Fraudulent conduct may be reported by the Provider to law enforcement authorities, and the Provider will cooperate with such authorities to ensure that violators are prosecuted to the fullest extent of the law. Any cooperation with the relevant authorities (as aforesaid) shall not cause the Provider to be in breach of any terms of these Terms and Conditions.
- 10.6. The User agrees that the Provider has the right, but not the obligation, to monitor any form of user activity and/or content linked to or from or otherwise associated with the Services or the Website. The Provider may investigate any reported violation of these Terms and Conditions or Website policies, and any user or other third party complaints relating thereto. The Provider may take any action that it deems appropriate in connection with any such investigation without notice (including without limitation issuing warnings, suspending or terminating Services, denying Website access and/or removing any materials posted on the Website, and/or temporarily suspending an account during such investigation), all of which is described in clause 12. The Provider may also investigate, in its sole discretion, the use of any credit card used by the User in connection with the Services, and take such action as the Provider deems necessary or appropriate, including without limitation contacting the owner or user of such credit card or cancelling purchases placed by such owner or user.
- 10.7. The Services or the Website may be used only for lawful purposes and in a lawful manner. The User agrees to comply with all applicable laws, statutes and regulations regarding use of the Services or the Website and any transactions that may be conducted by means of the Services or the Website.

## **11. ELECTRONIC COMMUNICATIONS**

- 11.1. By accessing, utilizing, subscribing for and/or acquiring any Products and Services, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon

transmission by electronic mail to the e-mail address provided by the User and that such transmission constitutes proper notice to the User.

- 11.2. Furthermore, the User agrees not to send unsolicited email advertisements or other unsolicited communications to the Provider's email addresses or through the Provider's computer systems. The Provider may from time to time monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in the Provider's e-mail system. Any communication between the User and any other users utilising the communication features available on the Service and the Website may be used only in accordance with these Terms and Conditions.

## **12. BREACH**

Without limiting other remedies, the Provider may (in its sole discretion) either immediately issue a warning, temporarily suspend, indefinitely suspend or terminate the User's registered user account on the Website and/or refuse to provide the Services to the User: (i) if the User breaches any provision of these Terms and Conditions; (ii) if the Provider is unable to verify or authenticate any information the User provides to the Provider; or (iii) if the Provider believes that the User's actions may cause legal liability for the User, the Provider, other users of the Website and/or Services or other third-party business affiliates.

## **13. INDEMNITY**

- 13.1. In addition to any other indemnities already provided for in these Terms and Conditions, the User hereby indemnifies (on demand and on a rand for rand basis) and holds the Provider and each of the Company Parties harmless from and against any and all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) any breach by the User of any of any provision of these Terms and Conditions (ii) any violation by the User of any third party rights, including without limitation any copyright, trade mark, trade secret or other property, or privacy right; or (iii) any claim that the User's Content caused damage to a third party; or (iv) any use or alleged use of the Service or the Website under the User's password by any person, whether or not authorised by the User or not; or (v) any Transactions entered into with a Seller; or (vi) the User's use of the Website or Services.

- 13.2. This defense and indemnification obligation as provided for in this clause 13 will survive termination, modification or expiration of these Terms and Conditions and the User's use of the Service and the Website.
- 13.3. In all instances where an indemnity is provided in these Terms and Conditions, the Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, and in such case, the User agrees to cooperate with the Provider's defense of such claim.

#### **14. DISCLAIMER OF WARRANTIES**

The Provider provides no warranties (whether expressed or implied) in respect of the Services or the Website. Neither the Provider nor any third-party content providers or their respective agents warrants that the Website or Service will meet the User's requirements or be uninterrupted, timely, secure or error-free. Neither the Provider nor any third-party content providers or their respective agents, make any warranty as to the results to be obtained from the use of the Website, Services or the Materials. The Services and the Materials are distributed on an "as is, as available" basis. The Provider, third-party content providers, and their respective agents do not make any warranties of any kind, either express implied, or statutory, including, without limitation, warranties of title or implied warranties of merchantability, fitness for a particular purpose or non-infringement, with respect to the Website, Services, any Materials or any Products sold through the Services. Neither the Provider nor any third-party content provider or their respective agents warrants that any files available for downloading through the Website or Services will be free of viruses or similar contamination or destructive features. The User expressly agrees that the entire risk as to the quality and performance of the Services, use of the Website and the accuracy or completeness of the Materials is assumed solely by the User. Without limiting any provision herein, the Provider makes no warranty that any particular computer system configuration will be compatible with the Website. It is the User's sole responsibility to ensure that his/her computer system has the recommended hardware, operating software, and internet browser software versions to achieve the Website's full functionality and capabilities.

#### **15. LIMITATION OF LIABILITY.**

- 15.1. The limitation of liability contained in this clause 15 applies to any damages or injury caused by or resulting from the User's use of the Website and the Services (including but not limited to any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of any record, whether for breach of contract, in delict, negligence, or under any other cause of action). The User specifically acknowledges that the Provider is not liable for the defamatory, offensive or illegal conduct of other users of the Website and/or Services or third parties and that the risk of injury from the foregoing rests entirely with the User.
- 15.2. Under no circumstances will the Provider or the Company Parties be liable for any loss or damage caused by the User's reliance on information obtained through either the Materials, the Website or the Services, or any loss or damage caused by the User being exposed to information and Content contained on the Website. It is the User's responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or Content available through the Website and Services. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or Content.
- 15.3. The Provider does not warrant, endorse, guarantee, or assume responsibility for any Product or Service advertised or offered by a third party through the Website or any Third Party Website or featured in any banner or other advertising, and the Provider will not be a party to or in any way be responsible for monitoring any Transaction between the User and/or other users and/or third-party providers of Products or services. As with the purchase of a Product or service through any medium or in any environment, the User should use your best judgment and exercise caution where appropriate.
- 15.4. Neither the Provider nor any third-party content providers, nor their respective agents shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to access or use the Website or Services, even if such party has been advised of the possibility of such damages and the User accordingly indemnifies the Provider (on demand and on a rand for rand basis) against any claims arising out of any such claims. In any event, should the Provider be found to have any liability towards the User, the Provider's liability, and the liability of its suppliers, to the User or any third parties in any circumstance is limited to **CORRY AND JANDRELL TRADING (Pty) Ltd t/a Bush Trade** (registration number: **2021/392306/07**)



**16. UPDATING OF THESE TERMS AND CONDITIONS**

- 16.1. The Provider reserves the right to change, modify, add or remove portions or the whole of the Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted on the Website.
- 16.2. It is the User's responsibility to periodically review these Terms and Conditions on the Website for changes or updates.
- 16.3. The User's continued use of the Website and Services following the posting of changes or updates to these Terms and Conditions will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

**17. GOVERNING LAW**

- 17.1. These Terms and Conditions shall be governed by the laws of the Republic of South Africa and the User consents to the jurisdiction of any High Court with jurisdiction for purposes of resolving any dispute in connection with the use of Website and Service. Failure by the Provider to exercise or enforce any right, remedy or provision in or arising from these Terms and Conditions shall not constitute a waiver of such right, remedy or provision,
- 17.2. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.
- 17.3. These Terms and Conditions and the other policies posted by the Provider on the Website constitute the entire agreement between the Provider and the User with regard to the use of the Content, Website and the Service.

**18. CONSUMER PROTECTION ACT AND ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

If these Terms and Conditions and/or the Website and/or the Services is regulated by the Consumer Protection Act, 68 of 2008 ("**CPA**") or the Electronic Communications and Transactions Act, 25 of 2002 ("**ECTA**"), it is not intended that any provision of these Terms and Conditions contravenes any provision of the CPA or ECTA. Therefore all provisions of these Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA and ECTA are complied with.