

SAIABID Website Terms & Conditions

Introduction

Please read these Website Terms carefully and in full before you start to use the website.

You will be asked to confirm that you have read and accepted these Website Terms when you register with South African Institute of Auctioneers (SAIA) on saiabid.auctioneering.co.za but please be aware that by accessing the website and/or any content made available through it and/or receiving the editorial or online auction content and/or registering with SAIA, you indicate that you accept these Website Terms and that you agree to abide by them.

If you do not agree, please don't use the website. We recommend that you print a copy of these terms for your records.

Please be aware that South African Institute of Auctioneers (SAIA) is not an online auctioneer.

SAIA provides online communication tools between SAIA Member Auctioneers ("Auction Houses") and Bidders ("Users"). Our website portal allows you to access Auction House catalogues and participate in Auction House auctions in real time. When you access an online auction through SAIA and/or place a bid in an auction online, with any Auctioneer, you will have to abide by their own Website and Auction Terms and Conditions. In particular you will need to agree to the Auction House's terms when you register with them to bid in any of their sales. Auction House terms and conditions will be different from Auction House to Auction House- we are not a party to their terms or have any liability under them.

You will need to register with SAIA on saiabid.auctioneering.co.za before you register directly with the Auction House to participate in their auction. You will need to register for each auction you intend to bid on separately.

Please ensure that you check that your registration details are correct and review them and correct any errors by editing on-screen any data you supply before you conclude the registration process.

Live Auction Terms & Conditions

1. Eligibility

Each Auction House that conducts live auctions has its eligibility requirements that must be met for you to participate in that auction. You may be required to apply for and obtain approval to participate in a specific live auction. Approval to participate in one live auction does not guarantee approval to participate in any other live auction, conducted either by that Auction House, or another Auction House. Each Auction House has sole and absolute discretion to refuse to approve your eligibility for any live auction.

2.) Fees & Payments

Auction House Fees

You agree to be bound by and pay all fees according to the Terms and the Auction House's terms and conditions. Each Auction House may charge a buyer's premium (which is an additional fee that a winning bidder is required to pay above the auction price) as well as shipping,

handling, and other fees. These fees are subject to change depending upon the Auction House and the particular item for sale and are set by the Auction House.

Tax

You are responsible for paying any applicable taxes for purchases made with the Auction House

3.) South African Institute of Auctioneers site saiabid.auctioneering.co.za is only a communication tool

a) Services

We are not an auction house and do not conduct live auctions. Our service allows you to participate in live auctions conducted by the Auction House. We are solely a passive conduit to facilitate communication between you and the Auction House. We reserve the right in our sole and absolute discretion to change some or all of our services at any time.

b) Control

We have no control over the quality, safety, or legality of the items advertised, the truth or accuracy of the listings, or the ability of the Auction House to sell and the ability of buyers to buy items. We also do not ensure or guarantee that a buyer or seller will complete a transaction.

c) Compliance with Laws

You acknowledge and agree that SAIA's role concerning the sale of products is limited to providing a conduit through which a prospective purchaser can participate in an auction. SAIA does not review or evaluate the products auctioned, or verify the descriptions given or claims made, by Auction Houses regarding the products. You shall at all times defend, indemnify and hold SAIA, its shareholders, members, partners, officers, directors, employees, agents, parent, subsidiaries, affiliates, joint ventures, and successors and assigns, harmless from, and against, all causes of action, suits, claims, demands, judgments, liabilities, losses, damages, awards, penalties, fines, costs and expenses (including, but not limited to, reasonable attorney's fees) of any nature or kind, arising under or resulting from: (i) your use, purchase, or distribution of any products in violation of any Regulations, (ii) your use of SAIA in connection with the purchase of any products subject to any Regulations; and (iii) your alleged or actual violation or breach of any Regulations.

d) Release

Since we are not involved in the actual transactions between bidders and Auction Houses, should you have a dispute with an Auction House, you hereby release SAIA (and our shareholders, members, partners, officers, directors, employees, agents, parent, subsidiaries, affiliates, joint ventures, and successors and assigns) from causes of action, suits, claims, demands, judgments, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes.

4. Auction Houses (SAIA Members)

The Auction House will list available items on which you may bid. Auction dates and times, as well as the number, character, and order and schedule of the items to be auctioned, are set by the Auction House and are subject to change without notice. Individual lots and items may be modified or changed at any time. Some lots and items that are made available on the auction floor will not be included in the online live auction services. We do not control the information that is provided by the Auction House, which is made available through our system. We also do not guarantee that the Auction House maintains proper Auctioneers' licenses or complies with all applicable laws, rules, and regulations.

5. Bidding, Buying, and Conditions of Sale

The terms and conditions for participation in each auction, including how bids are accepted, rules governing absentee bids, bid increments, bid retraction and cancellation, the conditions the buyer must meet to purchase an item, as well as the specific conditions of sale (such as warranties, shipping costs, insurance, and the like) may change for each auction at the sole discretion of the Auction House. The Auction House is required to post its terms and conditions and to maintain such terms throughout the auction period. You agree to be bound by those bidding terms and conditions of sale by agreeing to the Terms. The Terms, in addition to those Auction House terms and conditions, governs your bidding activity, as well as your participation in each auction. The Auction House acts as an Auctioneer and makes the sole, final determination concerning bidding on the item, the sale of the item, and the resolution of any disputes. All matters relating to a refund or return of won items are also determined by the outlined terms and conditions of the Auction House.

6. Video and Audio

Any audio or video aspects of a live auction event are for entertainment purposes only.

7. Use of Images

SAIA has the right to use, on its website and in advertising and promotional materials, images (including photographic images) of items being sold or that have been sold on its website, including images of items which have been purchased through the site.

8. Using South African Institute of Auctioneers (saiabid.auctioneering.co.za)

While using SAIA (saiabid.auctioneering.co.za), you shall not: (a) violate any laws, rules, regulations or third party rights, (b) use our sites or services if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from our sites, (c) fail to deliver payment on any item that you purchased through our sites, (d) manipulate the price of any item or interfere with other user's listings, (e) post false, inaccurate, misleading, defamatory, or libellous content (including personal information), (f) distribute or post spam, chain letters, or pyramid schemes, (g) distribute viruses or any other technologies that may harm SAIA, our sites, or the interests or property of SAIA's users, (h) copy, modify, or distribute content from our sites and/or violate SAIA's copyrights and trademarks, or (i) harvest or otherwise collect information about users, including, without limitation, email addresses, without their consent. Nor shall you encourage or assist any third party to engage in any of the prohibited conduct set forth above. Any violation of this provision shall constitute a material breach of the Terms and, under such circumstances, we will have the right, in our sole and absolute discretion, to prohibit your access to our sites and to suspend or terminate your right to use our services.

9. Abusing South African Institute of Auctioneers

- a) SAIA will work to keep our sites and services working properly and safely. Please report problems, offensive content, and any policy violations to us.
- b) Without limiting our remedies, it is understood that we may limit, suspend, or terminate our services and user accounts, prohibit access to our sites, delay or remove hosted content, and take technical and legal steps to keep users off our sites if we believe that they are misusing, abusing, or interfering with the provision of our services, engaging in unlawful conduct, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

10) Access and Interference

The sites contain robot exclusion headers. Much of the information on the sites is updated on a real-time basis and is proprietary or is licensed to SAIA by our users or third parties. You agree that you will not use any robot, spider, scraper, or other automated means to access the sites for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure, (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without the prior, express written consent of SAIA and the appropriate third party, as applicable, (c) interfere or attempt to interfere with the proper working of our sites or any activities conducted on the sites, or (d) bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the sites.

11) Privacy

Any information you provide to us, and your use of information available on our websites, is governed by our SAIABID Privacy Policy

(www.auctioneering.co.za/uploads/documents/SAIABID_Privacy_Policy.pdf).

Any information you provide to the Auction House or other third parties is governed by their respective privacy policies. We do not sell or rent your personal information to third parties for their marketing purposes without your express consent. We use your information only as described in the South African Institute of Auctioneers Privacy Policy relating to SAIABID (www.auctioneering.co.za/uploads/documents/SAIABID_Privacy_Policy.pdf).

We consider protection of our users' privacy a high priority. For a complete description of how we use and protect your personal information, please review the South African Institute of Auctioneers SAIABID Privacy

Policy (www.auctioneering.co.za/uploads/documents/SAIABID_Privacy_Policy.pdf).

The South African Institute of Auctioneers Privacy Policy is located here

(www.auctioneering.co.za/8888/privacy_policy/)

If you object to your information being transferred or used in this way, please do not use our services.

12) Intellectual Property/Restrictions on Use

We reserve all rights concerning the design and content of our websites. In particular, you may not misappropriate the design or content of our sites and you may not alter or deface such design or content in any way. Nothing on our websites grants any license with respect to such design or content. All trademarks, service marks, trade names, logos, graphics, articles, and other materials on our sites are protected by the Trade Marks Act 194 of 1993 and foreign copyright, trademark, and other applicable laws. In particular, all trademarks, service marks, trade names, and logos displayed on our sites are proprietary to SAIA, its affiliates, or third-party owners and our websites grant no license thereto.

13.) Indemnity

You will defend, indemnify and hold SAIA, its shareholders, members, partners, officers, directors, employees, agents, parent, subsidiaries, affiliates, joint ventures, and successors and assigns, harmless from, and against, any and all causes of action, suits, claims, demands, judgments, liabilities, losses, damages, awards, penalties, fines, costs and expenses (including, but not limited to, reasonable attorney's fees), sought by any third party and which results from, or arises out of, your breach of the Terms, your unlawful actions or conduct, or your violation of the rights of any third party.

14.) No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

15.) No Warranty

We and our suppliers provide our website and services "as is" and without any warranty or condition, expressed, implied or statutory. Without limiting the foregoing, we do not warrant that the service will be uninterrupted or error-free, or that bids will be received by the Auction House or information regarding the current price will be transmitted in a timely fashion. Nor do we guarantee the performance of any obligations by an Auction House. We and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Some local or national laws may not allow a disclaimer of implied warranties in certain circumstances, in which case the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you also may have other legal rights that vary from state to state.

16.) Liability Limit

In no event shall we or our suppliers be liable for lost profits or any special, indirect, incidental, or consequential damages arising out of, or in connection with, our sites, our services, the failure of any bid or pricing information to be transmitted or received by you or the Auction House in a timely manner, the interruption of any data transmission, audio or video broadcast, or this agreement (regardless of the form of action, whether in contract, tort [including negligence], strict liability or otherwise).

17) Contacting us

If you wish to contact us for any reason, including because you have any complaints, you can email us at saiabid@auctioneering.co.za.

18) Force Majeure

No party shall be liable for any failure or delay in performing any obligation under the Terms that is due to a Force Majeure event, such as Acts of God (including fire, flood, earthquake, storm,

hurricane or other natural disaster), war, invasion, an act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, employee restrictions, and related measures of any governmental authority. If a Force Majeure event occurs, the affected party will notify the other party and make commercially reasonable efforts to mitigate the adverse effects of the Force Majeure event on the performance of the Terms. However, this provision does not excuse your obligation to pay for services received

19) General

a) The Terms constitute and set forth the entire agreement and understanding of the parties pertaining to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements, understandings, undertakings, negotiations, promises, discussions, warranties, or covenants that are not specifically contained herein.

b) The headings, sections, or titles of the various paragraphs of the Terms are inserted merely for convenience and do not expressly or by implication or intention, limit, define, extend or affect the meaning or interpretation of the Terms or the specific terms or text of the section so designated. All personal pronouns used in the Terms shall include the other genders, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural and vice versa, whenever, and as often as may be, appropriate.

c) These Terms (and accordingly all visits to the SAIA website) shall be governed by the laws of South Africa and the parties submit to the exclusive jurisdiction of the South African Courts. This is without prejudice to SAIA's right and that of its affiliates to commence proceedings anywhere in the world relating to the protection of its Intellectual Property Rights or those of its Licensors.

d) It is understood that any accrued but unpaid financial obligations, and any other terms related to such financial obligations, shall survive the expiration or termination of the Terms.

e) No waiver of any breach, privilege, or provision of the Terms will be construed as a waiver of any rights or remedies arising from any other or future breach, privilege, or provision.

f) We may, in our sole discretion, assign or otherwise transfer the Terms to a third party.

20) Future Terms

SAIA may amend, modify, add or remove any of these terms and conditions at any time, and from time to time. If we do so, we will post such changes on this page.

IF ANY FUTURE CHANGES TO THESE TERMS AND CONDITIONS ARE UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING THE SERVICES. YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY SUCH CHANGES, WILL INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND OF ANY SUCH CHANGES.