



CLEAR LIST WEBSITE TERMS AND CONDITIONS

THESE CLEAR LIST WEBSITE TERMS AND CONDITIONS APPLY TO THE USE OF THE CLEAR LIST WEBSITE. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. ALL THE TERMS IN THESE TERMS AND CONDITIONS ARE IMPORTANT BUT PLEASE PAY SPECIAL ATTENTION TO THE PARTS THAT ARE INSIDE A BOX, IN BOLD WIRTING. THESE PARTS CONTAIN INFORMATION THAT HAS SPECIAL CONSEQUENCES FOR YOU.

1. **What do these terms and conditions regulate?**

- 1.1 Clear List Proprietary Limited is a subsidiary of Clear Asset Proprietary Limited ("**Clear List**", "**we**", "**our**" or "**us**") and provides an online marketplace where buyers and sellers can negotiate the sale and purchase of equipment in a safe environment, and/or where Clear List actively engages buyers and negotiates on behalf of sellers to get the best prices in the market (the "**Service**"). The Service is accessible on the website, www.clearlist.co.za, as well as via a link to the website on the Clear Asset website, accessible at www.clearasset.co.za (collectively the "**Website**"). Any reference to "Clear List", "we", "our" or "us" includes our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.
- 1.2 These website terms and conditions (the "**Terms**") apply to any person who uses, accesses, refers to and/or views or lists information on the Website for whatever purpose ("**Content**") (hereinafter referred to as "**users**" or "**you**" or "**your**").

2. Your agreement to these Terms

BY USING THIS WEBSITE YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE THIS WEBSITE.

THE CLEAR LIST PRIVACY POLICY AND CLEAR ASSET CONDITIONS OF SALE FORM PART OF THESE TERMS. BY AGREEING TO THESE TERMS, YOU ARE ALSO AGREEING TO THE PRIVACY POLICY AND CONDITIONS OF SALE. THE TERMS, PRIVACY POLICY AND CONDITIONS OF SALE BECOME A LEGALLY BINDING CONTRACT AND IF YOU DO NOT COMPLY WITH ANY OF THESE DOCUMENTS, YOU WILL BE IN BREACH OF THESE TERMS.

WE MAY HAVE CLAIMS AND OTHER RIGHTS AGAINST YOU UNDER THESE DOCUMENTS.

- 2.1 By accessing or using the Website or the Service, you agree that you have read, understood and agree to be bound by these Terms. By agreeing to these Terms, you also agree to be bound by the provisions of the Clear List privacy policy, available at www.clearlist.co.za ("**Privacy Policy**"), and the Clear Asset Rules of Auction and Conditions of Sale ("**Conditions of Sale**"), available at http://www.clearasset.co.za/terms_and_conditions as if they have been included in these Terms in full.
- 2.2 You are not allowed to make any use of the Website or Service if you do not agree to these Terms. If you make any use of the Service, Website or the Content, this will mean that you agree to these Terms. If you do not agree to these Terms, you must immediately stop using the Service, Website and the Content.
- 2.3 When you agree to these Terms, this will become a legal contract between you and us.
- 2.4 These Terms, the Privacy Policy, and any additional document we incorporate by reference in these Terms constitute the complete and exclusive understanding and agreement between you and us.

3. Changes to these Terms

- 3.1 These Terms may be updated or amended by us at any time in our sole discretion. All changes will be updated electronically on our website at www.clearlist.co.za

- 3.2 If you do not agree with any term or condition in these Terms, the Privacy Policy, or any policies or additional documents we incorporate by reference, or any subsequent changes thereto, you must not continue to use the Website, Service or Content.
- 3.3 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, you should contact our support team on [*insert*] or send us an email to [*insert*].

4. **Who may use the Service**

- 4.1 In order to access the Website or Service, you will be required to create an online account ("**Account**").
- 4.2 We may refuse to let you register or use the Service in our sole discretion. We may do this even if you complete the registration process and agree to these Terms.
- 4.3 We do not need to give you reasons if we do not let you register or use the Service.
- 4.4 You must be at least 18 years of age or older to register for the Service and you must not attempt to register for the Service if you are not least 18 years of age or older.

5. **Your Account details**

YOU TAKE ON RISK, LEGAL RESPONSIBILITIES AND LIABILITY IN THIS CLAUSE. WE ALSO LIMIT OR EXCLUDE OUR RISK, LEGAL RESPONSIBILITIES OR LIABILITY TO YOU.

IT IS YOUR RESPONSIBILITY TO UPDATE YOUR DETAILS IF THEY CHANGE. IF YOU DO NOT UPDATE US, WE WILL CONTINUE TO USE AND RELY ON THE MOST RECENT DETAILS WHICH YOU HAVE PROVIDED TO US. WE WILL NOT BE RESPONSIBLE OR LIABLE IF YOU DO NOT UPDATE YOUR DETAILS, OR WE DO SOMETHING USING INCORRECT DETAILS WHICH YOU HAVE PROVIDED TO US.

IT IS YOUR RESPONSIBILITY TO KEEP YOUR PASSWORD, USER CREDENTIALS OR PAYMENT DETAILS SECURE SO THAT NO UNAUTHORISED PERSON IS ABLE TO USE THESE DETAILS TO ACCESS YOUR ACCOUNT OR USE THE SERVICE.

EVERYTHING DONE WITH YOUR PASSWORD, ACCOUNT AND USER CREDENTIALS WILL BE TREATED AS IF IT WAS DONE BY YOU AND WE WILL HOLD YOU RESPONSIBLE FOR ALL SUCH ACTIONS.

YOU WILL NOT BE ABLE TO TAKE ACTION AGAINST US FOR ANY LOSSES OR DAMAGES WHICH YOU MAY SUFFER AS A RESULT OF NOT UPDATING YOUR DETAILS OR AS A RESULT OF AN UNAUTHORISED PERSON ACCESSING YOUR ACCOUNT AND USING THE SERVICE IN YOUR NAME.

- 5.1 All information you give us must be truthful, accurate and complete. This also includes the information that we request you to provide in the registration process and at any time after that.
- 5.2 You must tell us if the information you give us changes or if details we have for you change, or if they are incorrect or incomplete. If you do not update us, we will continue to use and rely on the most recent details which you have provided to us.
- 5.3 After you complete the registration process, we will create your Account. You will need to use your email address and password in order to access your Account and to use the Service, or such other user credentials as we may permit from time to time (for example, the log-in details for social media accounts that we may accept from time to time).
- 5.4 You are responsible for all use of your Account and your password and any of your other users.
- 5.5 Whenever a person uses the Service, or performs any other act, with your password or through your Account or through the use of your user credentials, we will treat this as if it was done by you and with your approval.
- 5.6 You must take all reasonable and appropriate measures not to share, display in public, or make your password, or your user credentials, or your payment details or payment information (for example, details of your bank account or credit card or other payment method) available to any person who is not authorised to have them. You accept that we cannot protect you if you do not do this.
- 5.7 You must notify us immediately by sending us an email at **[enter hyperlink]** if you suspect that another person has obtained unauthorised access to your Account, or password, or your user credentials, or your payment information or payment details. You must also notify us immediately by sending us an email at **[enter hyperlink]** if you are aware of any unauthorized use of your Account, or password or your user credentials, or your payment information or payment details.

- 5.8 As far as the law allows, we will not be responsible for any loss or damage you may suffer if any other person uses your password, or your user credentials, or your payment information or payment details without your approval or consent.

6. Your behaviour when using the Website and the Services

THIS CLAUSE MAKES YOU TAKE ON RISK, LEGAL RESPONSIBILITIES AND LIABILITY.

IN CERTAIN INSTANCES CLEAR LIST OR OTHER PERSONS OR ENTITIES MAY HAVE CLAIMS FOR DAMAGE CAUSED BY YOU, FOR EXAMPLE, WHEN YOU INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, PERFORM A PROHIBITED ACT OR ANY OTHER UNLAWFUL ACT OR FAILURE TO ACT.

YOU AGREE TO TAKE ON RESPONSIBILITY AND LIABILITY FOR LOSSES AND DAMAGES CLEAR LIST OR OTHER PERSONS OR ENTITIES MAY SUFFER, AS FAR AS THE LAW ALLOWS US TO PASS THIS RESPONSIBILITY AND LIABILITY ON TO YOU.

YOU WILL NOT BE ABLE TO TAKE ACTION AGAINST CLEAR LIST OR ITS AFFILIATES IF YOU SUFFER LOSSES OR DAMAGES IN THESE CIRCUMSTANCES.

- 6.1 Subject to the further provisions of these Terms, the Website and the Content may only be used by you for lawful, non-commercial purposes.
- 6.2 You must not, directly or indirectly, do any of the following things or allow anybody else to do so:
- 6.2.1 manipulate the price of any posted item, whether by making a bid through a secondary account or other party, by communicating with other purchasers, or by any other means;
 - 6.2.2 perform any action that violates any of these Terms or any guidelines or policies posted by us;
 - 6.2.3 perform any action which is illegal, fraudulent or violates or infringes any Intellectual Property Rights listed in clause 8 below;
 - 6.2.4 use any technology or other means to access, index, frame or link to the Service (including the Content) in a way that is not expressly authorized by us;
 - 6.2.5 damage, disable, overburden, impair, or gain unauthorized access to the Content, the Service, the Website, technology used by Clear List or other persons, or the Accounts of users;

- 6.2.6 remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with, the Service (including the Content), or the Website;
 - 6.2.7 use the Service to advertise or promote products or services that are not expressly approved in advance in writing by us;
 - 6.2.8 collect or process information in violation of our Privacy Policy;
 - 6.2.9 encourage conduct that would constitute a criminal offense or give rise to civil liability;
 - 6.2.10 interfere with any other person's use and enjoyment of the Service or the Website or otherwise interfere with the functionality or the operation of any part of the Website or our Service;
 - 6.2.11 attempt to discover or reverse engineer the source code and other materials forming part of the technology used to provide the Service, or the Content, or the Website;
 - 6.2.12 receive or charge money, favours or other consideration for allowing any other person to use or access the Service, the Content or your Account;
 - 6.2.13 use the Website for "*spoofing*", "*hacking*", "*cracking*", "*phishing*" or "*spamming*" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts;
 - 6.2.14 to intercept any information transmitted to or from us or the Website which is not intended by us to be received by you,

(all of the above are called "**Prohibited Acts**").
- 6.3 Any restrictions on the use of the Website or the Content shall also apply to any part of the Website or the Content which may be cached when using the Website or the Content.

7. Content

IN THIS CLAUSE, WE MAKE YOU TAKE ON RISK, LEGAL RESPONSIBILITIES AND LIABILITY, WE LIMIT OUR RISK, LEGAL RESPONSIBILITIES OR LIABILITY TO YOU AND WE LIMIT OR EXCLUDE YOUR RIGHTS AND REMEDIES AGAINST US AND OUR AFFILIATES.

YOU TAKE ON THE RESPONSIBILITY OF ENSURING THAT THE CONTENT YOU ACCESS IS SUITABLE TO MEET YOUR INDIVIDUAL REQUIREMENTS. YOU WILL NOT BE ABLE TO TAKE ACTION AGAINST US IF THE CONTENT DOES NOT MEET THESE REQUIREMENTS.

CLEAR LIST IS NOT RESPONSIBLE FOR KEEPING CONTENT UP TO DATE OR FOR INSURING THAT CONTENT IS FREE FROM INACCURACIES OR INCONSISTENCIES. YOU WILL NOT BE ABLE TO TAKE ACTION AGAINST CLEAR LIST OR ITS AFFILIATES IF YOU SUFFER LOSSES OR DAMAGES AS A RESULT OF OUT OF DATE OR INACCURATE CONTENT.

- 7.1 It is your responsibility to satisfy yourself, prior to accessing the Content, that the Content meets your individual requirements.
- 7.2 Unless otherwise expressly stated in these Terms, the Content is not intended to, and does not, constitute advice or a recommendation of any nature at all in respect of, but not limited to, any investment, service or product.
- 7.3 We may continuously update the Service, including the Content. We reserve the right to make changes from time to time in how we offer, provide and operate the Service and Content.
- 7.4 We will not be held to any previously existing representations, terms, conditions or other information subsequently altered on the Website. We accept no responsibility for keeping the information and Content on the Website up to date nor do we accept any liability for any failure to do so.
- 7.5 The Content and information may contain technical inaccuracies and typographical errors. We exclude all liability for any illegality arising from such inaccuracies and typographical errors.
- 7.6 We exclude all liability for any illegality arising from or error, omission or inaccuracy in such content and/or information.

- 7.7 We give no warranties, conditions, guarantees or representations, expressed or implied, as to the completeness or accuracy of information or any advice that may be contained on the Website or any website to which it is linked.

8. **Intellectual Property Rights**

- 8.1 In these Terms, "**Intellectual Property Rights**" include all intellectual property rights of whatsoever nature and however embodied, including (without limitation) copyright, patents, patent rights, designs, design rights, invention rights, database rights, know-how, confidential information, trade secrets, trade marks, trade names, domain names, service marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such Intellectual Property Rights.
- 8.2 We reserve all rights (including all Intellectual Property Rights) not expressly granted herein to the Website and the Content we make available on or via the Website.
- 8.3 You must not use the Service or the Content in any way that constitutes a violation of any law (including intellectual property law), or an infringement or misappropriation of our rights (including, without limitation, Intellectual Property Rights), or the rights or Intellectual Property Rights of our licensors or any third party. You must not reproduce, modify, copy, perform, transmit or commercially exploit the Content in any manner.
- 8.4 All Intellectual Property Rights, including all rights, title and interest in and to the Service and Website, of whatsoever nature existing now and in the future, remain our absolute property and that of our licensors.
- 8.5 You will not, at any time, acquire any rights, title, ownership or interest, including any Intellectual Property Rights, in or to the Service or the Website other than the limited, non-exclusive, non-transferable and revocable licence to use the Service for permitted uses, in accordance with these Terms.

9. **Collection of Personal Information**

We collect personal information from you. We will handle the collection, processing and storage of your personal information in accordance with our Privacy Policy. Please also read the Privacy Policy for more information on how we use your information and your rights and responsibilities.

10. How to use the Website and Service

Clear List provides a platform through which a person (the "**Seller**") can market, negotiate and sell or purchase items (the "**Item**") to Clear List's global network of buyers (the "**Purchaser**"), and through which Clear List may facilitate the negotiation, and sale and/or purchase.

10.1 Steps to follow when selling an Item

10.1.1 Step one: create a listing with descriptions and photos of the Item you wish to sell using the Service;

10.1.2 Step two: set a realistic price by reviewing past sales on the Website and by using the pricing database contained on the Website as a guideline;

10.1.3 Step three: post your Item and specify a price (the "**Asking Price**").

10.2 Negotiations and sales

10.2.1 A potential Purchaser will submit an offer or bid online to Clear List to purchase the Item (the "**Offer**"), which Offer is presented to the Seller by the Clear List support team. The Offer shall remain open for acceptance for a period of [72] hours (the "**Offer Period**").

10.2.2 No bid may be withdrawn until the expiry of the Offer Period.

10.2.3 Clear List, acting on behalf of the Seller, or the Seller, may accept or reject the Offer in their sole discretion.

10.2.4 In the event that an Offer is made, the Item shall be sold to the potential Purchaser who submitted the highest Offer, subject to the Conditions of Sale. If the Offer(s) are below the Seller's Asking Price, the Seller has the option of choosing the highest Offer or removing the Item from the Website.

10.3 Once the negotiation is complete and the Seller agrees on the price (the "**Purchase Price**"), Clear List shall invoice the Purchaser and shall collect payment of the Purchase Price on the Seller's behalf. We will confirm the Seller's acceptance of the Offer within [1] business day via email, text message or other written medium.

10.4 Payment of the Purchase Price

IN THIS CLAUSE, YOU TAKE ON RISK, RESPONSIBILITIES AND LIABILITY AND THE LEGAL RESPONSIBILITIES AND LIABILITIES OF CLEAR LIST ARE EXCLUDED.

YOU ARE SOLELY RESPONSIBLE FOR ALL TRANSACTIONS AND PAYMENTS MADE USING THE WEBSITE OR SERVICE AND CLEAR LIST HAS NOTHING TO DO WITH THESE TRANSACTIONS AND PAYMENTS.

YOU WILL HAVE NO CLAIM AGAINST CLEAR LIST IN RESPECT OF ANY LOSS OR DAMAGE YOU MAY SUFFER AS A RESULT OF THESE TRANSACTIONS OR PAYMENTS, INCLUDING TRANSACTIONS CONDUCTED USING THIRD PARTY VENDORS.

- 10.4.1 After selection of the highest bid, the Purchaser is required to pay the agreed Purchase Price and other fees to Clear List, who, acting as escrow agent ("**Escrow Agent**"), will hold the funds (the "**Escrow Funds**") in a separate and segregated bank account.
- 10.4.2 In respect of the Escrow Funds and Clear List's duties as Escrow Agent to the Purchaser and Seller, you agree as follows:
- 10.4.2.1 Clear List is not a participant in the underlying transaction between the Purchaser and Seller.
- 10.4.2.2 Should any dispute arise between the Purchaser and Seller with respect to the Escrow Funds, Clear List shall have the right to (i) refrain from taking any action other than to retain custody of the Escrow Funds until it has received joint written instructions signed by each of the Purchaser and Seller, or a final order or judgment of a court of competent jurisdiction.
- 10.4.2.3 If the Purchaser and Seller agree to resolve their dispute over the Escrow Funds through binding arbitration, Clear List shall have the additional right to act on the instructions of the appointed arbitrator(s). Should such actions be necessary, or should Clear List become involved in litigation or other proceedings of any nature on account of the Escrow Funds solely because it holds the Escrow Funds as Escrow Agent, you agree to pay Clear List, in addition to any commissions hereunder, the reasonable attorney's fees incurred by Clear List and any other costs and expenses resulting from such actions, all of which may be deducted from the Escrow Funds prior to their disbursement by Clear List.

- 10.4.3 All prices are quoted and payable in South African Rand unless otherwise stated.
- 10.4.4 The Purchase Price of each Item shall be payable by the Purchaser by a bank guaranteed check or by electronic funds transfer or credit card, immediately upon conclusion of the transaction.
- 10.4.5 You are solely responsible for all transactions and payments made using the Website or Service. You will have no claim against Clear List in respect of any loss or damage you may suffer as a result of these transactions or payments, including transactions conducted using third party vendors.
- 10.4.6 At the time of accepting the Offer, the transaction details are presented to the bank and payment is collected immediately. If the bank's authorisation is not obtained, the transaction will be cancelled. We may carry out certain fraud checks with the cardholder or the cardholder's bank and should we be unable to verify the validity of the transaction, the transaction will be cancelled.
- 10.4.7 Cash payments are accepted on condition that payment is made directly into Clear List's bank account, subject to an additional fee of [1]% of the cash amount deposited to cover the bank's cash deposit fees. No Items may be collected until funds have cleared Clear List's bank account.
- 10.4.8 All Purchase Prices are exclusive of VAT and Commission.
- 10.4.9 Foreign Purchasers wiring funds are to include an additional R [650] to cover bank charges.
- 10.4.10 In the event that the sale of any Item requires police clearance, an additional fee of R [4 500] plus VAT will be added to the Purchase Price for all administrative paperwork regarding police clearance.
- 10.4.11 All additional costs associated with customs clearance shall remain for the Purchaser's own account and responsibility.

10.5 **Commission**

- 10.5.1 Unless otherwise stated, the Seller shall pay a commission to Clear List at a rate of 5% (the "**Commission**"), which shall be deemed to have been earned upon acceptance of the Purchaser's bid by Clear List.

- 10.5.2 Commission shall be payable immediately against delivery of the Items to the Purchaser.

10.6 Delivery

IN THIS CLAUSE, YOU TAKE ON RISK, RESPONSIBILITIES AND LIABILITY.

YOU WILL HAVE NO CLAIM AGAINST CLEAR LIST IN RESPECT OF ANY LOSS OR DAMAGE YOU MAY SUFFER AS A RESULT OF NOT OBTAINING THE RELEVANT DOCUMENTS AND AUTHORISATIONS FOR COLLECTION OF THE ITEM.

- 10.6.1 The Purchaser shall collect all Items purchased, at the Purchaser's cost, after full payment of all amounts due by the Purchaser. Removal of Items may take place strictly from the Seller's premises within [seven (7) days] from acceptance by the Seller of the highest bid, provided that the full Purchase Price has been paid.
- 10.6.2 Special delivery requests are to be agreed upon in writing.
- 10.6.3 The Purchaser takes full responsibility to obtain all relevant documents and/or keys and/or attachments associated with any Item upon collection of the Item.

11. Ownership and risk

IN THIS CLAUSE, YOU TAKE ON RISK, RESPONSIBILITIES AND LIABILITY AND THE LEGAL RESPONSIBILITIES AND LIABILITIES OF CLEAR LIST ARE EXCLUDED.

CLEAR LIST SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE ITEM AND YOU WILL HAVE NO CLAIM AGAINST CLEAR LIST IN RESPECT OF ANY LOSS OR DAMAGE YOU MAY SUFFER AS A RESULT OF SUCH DEFECTS.

- 11.1 Ownership in the Item shall pass to the Purchaser upon payment of the Purchase Price, plus VAT (if applicable) and the Commission.
- 11.2 All Items are sold "voetstoots" and the risk in each Item passes to the Purchaser upon acceptance of the highest bid by Clear List or the Seller.

12. Ending this agreement

- 12.1 We reserve the right at any time and for any reason to terminate our agreement with you, or the operation or availability of the Service, or your right to use the Service or any part thereof. If we do this, we will give you 30 calendar days prior written notice

(unless the termination is required by law or it is reasonable in the circumstances to give shorter notice),

12.2 We may end this agreement and terminate your use of the Website and the Service immediately at any time in one or more of the following circumstances:

12.2.1 where you breach a material provision of these Terms, and fail to remedy the breach after we have given you 5 calendar days' notice (or such shorter period where this is reasonable);

12.2.2 where you breach the Conditions of Sale;

12.2.3 where we have reasonable grounds to believe you are committing or have committed a Prohibited Act;

12.2.4 where we have reasonable grounds to believe you are engaged in illegal or improper use of the Service or the Content;

12.2.5 where we must do so to comply with the law;

12.2.6 where a court or regulator tells us to do this; or

12.2.7 if any provision of these Terms, or part of a provision, becomes unenforceable, illegal or invalid.

12.3 When we end this agreement or your rights to use the Service, your rights to use the Content and Service will end on the date that we stop allowing you to use the Service. You must stop using the Service and the Content from that date.

12.4 If you wish to terminate the agreement or the Service, you must cease use of the Website and Service.

12.5 Many provisions of these Terms will continue after this agreement ends, including terms and conditions which by their nature must continue to apply. This is because certain rights and duties must survive even though the agreement between us has come to an end or you have stopped using the Service.

12.6 Some of the provisions in these Terms which continue include (but is not limited to):

12.6.1 terms and conditions where our liabilities or responsibilities, or those of our affiliates (companies under common ownership and control), are excluded or limited, including amounts which you can claim from us;

- 12.6.2 terms and conditions where the rights you have against us, or our affiliates, are limited or excluded;
- 12.6.3 terms and conditions where indemnify us or our affiliates, or you take on responsibility for certain losses or damages that may happen;
- 12.6.4 the provisions of clause 8; and
- 12.6.5 any other terms and conditions in the Terms which are expressly stated to survive or continue after the end of this agreement, or after the end of any part of this agreement.

13. Warranties and representations given by you

IN THIS CLAUSE, YOU TAKE ON RISK, RESPONSIBILITIES AND LIABILITY AND ACKNOWLEDGE CERTAIN STATEMENTS OF FACT.

YOU ACKNOWLEDGE THAT YOU HAVE THE AUTHORITY TO SELL THE ITEMS. YOU WILL NOT BE ABLE TO DENY THE TRUTH OF THIS STATEMENT, AND CLEAR LIST AND/OR OTHER PERSONS MAY HAVE CLAIMS AND OTHER RIGHTS AGAINST YOU AS A RESULT OF THIS STATEMENT.

- 13.1 When Items are listed for sale on this Website, you warrant and represent that you have the authority to sell such Items, free and clear of any liens, claims or other encumbrances.
- 13.2 You agree to use commercially reasonable efforts to supply accurate information regarding each Item you list for sale and that you are solely responsible for the information provided by you and when you provide us with content for a lot of Items, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise any and all Intellectual Property rights you have in such content.

14. Indemnity

IN THIS CLAUSE, WE MAKE YOU TAKE ON RISK, LEGAL RESPONSIBILITIES AND LIABILITY, WE LIMIT OUR RISK, LEGAL RESPONSIBILITIES OR LIABILITY TO YOU AND WE LIMIT OR EXCLUDE YOUR RIGHTS AND REMEDIES AGAINST US AND OUR AFFILIATES.

IN CERTAIN CIRCUMSTANCES CLEAR LIST AND OTHERS MAY FACE CLAIMS FOR DAMAGE, LOSS, WHETHER DIRECT INDIRECT OR CONSEQUENTIAL, FOR INJURY CAUSED BY YOU. THIS INCLUDES FOR EXAMPLE, WHEN YOU VIOLATE THESE TERMS,

VIOLATE ANY THIRD PARTY RIGHT, OR IF YOUR CONTENT CAUSED DAMAGE TO A THIRD PARTY.

YOU WILL HAVE TO DEFEND AND PROTECT CLEAR LIST AND OTHERS AGAINST SUCH CLAIMS AND WILL HAVE TO PAY ALL AMOUNTS WHICH CLEAR LIST AND THESE OTHERS MAY HAVE TO PAY AS A RESULT OF THESE CLAIMS.

14.1 As far as the law allows, you agree to defend, indemnify us and hold us and our officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers, and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

14.1.1 your use of and access to the Website and/or the Service;

14.1.2 your violation of any term of these Terms, including, without limitation, any breach of your representations and warranties;

14.1.3 your violation of any third party right, including the infringement of their Intellectual Property Rights;

14.1.4 any dispute with another user relating to your purchase or sale of Items on this Website; or

14.1.5 any claim that the Content and/or Services caused damage to a third party.

14.2 This defense and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Services and the Website.

15. Disclaimer and exclusion of warranties and limitation of Liability of Clear List

IN THIS CLAUSE, WE MAKE YOU TAKE ON RISK, LEGAL RESPONSIBILITIES AND LIABILITY, WE LIMIT OUR RISK, LEGAL RESPONSIBILITIES OR LIABILITY TO YOU AND WE LIMIT OR EXCLUDE YOUR RIGHTS AND REMEDIES AGAINST US AND OUR AFFILIATES.

YOU USE THIS WEBSITE AND THE SERVICE AT YOUR OWN RISK.

CLEAR LIST AND VARIOUS OTHERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, LIABILITY, OR DAMAGE ARISING FROM YOUR USE OF THE WEBSITE OR THE SERVICE. THIS INCLUDES, AMONG OTHER THINGS, THE CIRCUMSTANCES LISTED IN THIS SECTION 15.

YOU WILL NOT BE ABLE TO TAKE ACTION AGAINST CLEAR LIST AND VARIOUS OTHERS IF YOU SUFFER LOSS, LIABILITY OR DAMAGES IN THE CIRCUMSTANCES SET OUT IN SECTION 15.

- 15.1 Subject to paragraph 15.2 below, and as far as the law allows, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Website or the Service or Content provided from and through the Website. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the Content and technology available from the Website are free from errors or omissions or that the Service will be completely uninterrupted and error free.
- 15.2 As far as the law allows, no provision of these Terms (or any contract governed by these Terms):
- 15.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption; and
- 15.2.2 requires you to assume risk or liability, to the extent that the law does not allow such an assumption of risk or liability.
- 15.3 The Website and Service is provided by the company on an "as is", "as available" basis.
- 15.4 To the fullest extent permitted by applicable law, Clear List disclaims all representations and warranties of any kind, express or implied, as to the operation, accessibility or security of this Website, and the accuracy, completeness, currency or reliability of any of the Content found on this Website including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 15.5 Clear List does not warrant that this Website or the functions, features or Content on this Website will always be available, accessible, uninterrupted, and secure or operate without error.
- 15.6 Clear List expressly disclaims, and the user releases Clear List from, any responsibility for any misrepresentations or breaches committed by any Purchaser or Seller.

16. Links to third party services and Third Party Websites

THIS CLAUSE LIMITS OR EXCLUDES OUR RISK, LEGAL RESPONSIBILITIES OR LIABILITY TO YOU. THIS CLAUSE ALSO MAKES YOU TAKE ON RISK, LEGAL RESPONSIBILITIES AND LIABILITY.

CLEAR LIST IS NOT LIABLE IF YOU SUFFER LOSSES OR DAMAGES WHEN VISITING ANOTHER THIRD PARTY WEBSITE BY FOLLOWING A LINK TO THAT WEB SITE FROM THE WEBSITE.

YOU ACCEPT THAT THERE MAY BE RISKS WHEN YOU USE SUCH THIRD PARTY WEBSITES, AND YOU DO SO AT YOUR OWN RISK.

- 16.1 The Website may include access to products and services provided by third parties. Such products and/or services may be provided directly or via links to the third parties. The agreement for the provision of such third party product or service is between you and the relevant third party and we shall not be party to such agreement. We shall not be liable for any act or omission of the third party, nor the provision of the products or services by the third party to you.
- 16.2 The Website and the Service available through the Website may contain links to other third party websites, including (without limitation) social media platforms ("**Third Party Websites**"). If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies. Your use of Third Party Websites or the products or services of third parties will be entirely at your own risk.
- 16.3 To the fullest extent allowed by law, we are not responsible to you for any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential, arising from or related to the reliance on, use or attempted use of Other Web Sites or the opinions, products or services of third parties.

17. Notices and communication

- 17.1 Any notices sent to us under these Terms, including legal notices, must be delivered to us by hand or registered post at the Clear List offices [●] or by email at [●].
- 17.2 Any notices we send to you under these Terms, including legal notices, will be delivered to the address you provided upon registration or any other address which you have given us proper notice about, or to your email address if you indicated that

as your preference on registration. However any notices that we may send you in other ways which are received by you, will qualify as adequate notice.

- 17.3 We have also the right to send you notices and communications about certain issues by SMS, or email or direct message, or when you log in to the Account, or on the Website. These issues include :
- 17.3.1 changes or updates to your details
 - 17.3.2 inactivity of your Account;
 - 17.3.3 notices that you are in breach of these Terms;
 - 17.3.4 notices of suspension or termination of, or that we intend to suspend or terminate, this agreement or the Service or your use of the Service (or any part thereof);
 - 17.3.5 notices that we have changed any part of the Terms; and
 - 17.3.6 notices about billing or payment information, including (without limitation) non-payment.
- 17.4 You may not unsubscribe to receive notices from us regarding the above information.

18. **Electronic Communications**

- 18.1 By using the Website and/or the Services and accepting these Terms, you agree that all agreements, notices, disclosures and other communications sent by you or Clear List satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing". For the purposes of this paragraph, a "data message" means data generated, sent, received or stored by electronic means.
- 18.2 You agree specifically that:
- 18.2.1 the agreement will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website and/or Services;
 - 18.2.2 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;

18.2.3 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us; and

18.2.4 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message.

18.3 **Additional information**

18.3.1 The Electronic Communications and Transactions Act 25 of 2002 states that when goods or services are offered by way of electronic transactions, the seller must make certain information available to customers on websites where the goods or services are offered. This information is set out below:

18.3.1.1 full name and registration number: [*insert*]

18.3.1.2 main business address of receipt for legal service: [*insert*]

18.3.1.3 office bearers (directors): [*insert*]

18.3.1.4 membership to any self-regulatory or accreditation bodies: [*insert*]

18.3.1.5 the manner and period within which you can access and maintain a full record of any payment transaction: [*insert*]

18.3.1.6 webmaster: [*insert*]

18.3.1.7 official website: [*insert*]

18.3.1.8 email address: [*insert*]

18.3.1.9 alternative dispute resolution: [*insert*]

19. **Consumer Protection Act**

19.1 If these Terms (or any contract governed by these Terms) or the Services provided and/or made available on the Website are regulated by or subject to the Consumer Protection Act 68 of 2008, as may be amended from time to time (the "**Consumer Protection Act**"), it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act. Therefore all provisions of these

Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

- 19.2 No provision of these Terms (or any contract governed by these Terms):
- 19.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;
- 19.2.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
- 19.2.3 limits or excludes any warranties or obligations which are implied into these Terms (or any contract governed by these Terms) by the Consumer Protection Act (to the extent applicable) or which we give under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

20. **General**

- 20.1 The Terms and the relationship between you and us are governed by the laws of the Republic of South Africa.
- 20.2 These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you. We may, at any time, transfer or assign any or all of our rights and obligations under these Terms. We will notify you if we assign any rights or obligations to a third party. We do not have to inform you where we assign any rights or obligations to any of our affiliates or sub-contractors which we may appoint.
- 20.3 These Terms shall apply for the benefit of and be binding upon each party's successors and assigns.
- 20.4 Both you and Clear List consent and to submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.
- 20.5 Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

- 20.6 If any of these Terms are unlawful, void or unenforceable for any reason, then those Terms may be severed and shall not affect the validity and enforceability of the remaining Terms.
- 20.7 These Terms constitute the whole agreement between us relating to the use of the Content and the Service.

21. **How to contact us**

If you have questions about these Terms, our Privacy Policy or any documents incorporated by reference in these Terms, please contact us at 021 4182630 or info@clearasset.co.za