

BID-ME SOUTH AFRICA PROPRIETARY LIMITED
TERMS AND CONDITIONS OF SERVICE

Please carefully read all of the following Terms and Conditions of Service. These Terms and Conditions of Service create a binding legal agreement (the “**Agreement**”) between you and Bid-Me South Africa Proprietary Limited, a registered service provider by the Micro Finance South Africa under Member No: 7995, having its offices at The Link, WeWork, 173 Oxford Road, First Floor, Rosebank, Johannesburg 2196, under Registration No: 2019/396768/07 (“**BiD-Me**”).

This Agreement governs your use of the BiD-Me services through a digital marketplace and platform, any associated services provided by BiD-Me or by BiD-Me Affiliates, and the BiD-Me website (collectively, the “**Services**”). A **BiD-Me Affiliate** includes any entity that directly or indirectly, controls, is under the control of, or is under common control with BiD-Me, where control means having more than 50% of the voting stock or other ownership interests, the majority of the voting rights of such entity, the ability of such entity to ensure that such activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.

By using the Services, including by visiting the BiD-Me website (<https://bid-me.com/>) and the BiD-Me application, which a user may download onto a mobile phone and/or smart device (collectively, the “**Site**”) and registering an account with BiD-Me, you accept and agree to be bound by this Agreement and you acknowledge that you have reviewed the BiD-Me **Privacy Policy**. If you do not agree to all of this Agreement, or the Privacy Policy, you must not access or use the Services, as further use of the Site shall automatically bind you to this Agreement.

Please note the following important items as you review this Agreement:

- a) You must meet certain **eligibility requirements** to use the Services. Those are set out in clause 2 below. If you cannot meet these eligibility requirements, your registration to use the Services will be rejected.
- b) In accordance with clause 7, BiD-Me reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, this Agreement. In the event of a dispute as to the Agreement applicable at any time, a certificate signed by the administrator responsible for maintaining the Site will constitute *prima facie* (until the contrary is proved) proof of the date of publication and content of the current version and all previous versions of the Agreement.
- c) You acknowledge and agree that terms contained hereunder regulate access to, use of and the uploading, distributing, sharing and/or storing of any content in respect of the BiD-Me Services.

Nothing contained in this Agreement should be regarded as an offer, and BiD-Me has complete discretion to reject your registration to use the Services.

1. Scope of BiD-Me Service

- 1.1. **Overview.** BiD-Me provides an online marketplace and independent loan origination platform, which enables a potential loan-seeker (“**you**” and/or “**user**”) to simultaneously apply to banks and/or financial service providers (collectively, referred to as “**Financial Service Providers**”) for different types of loans based on a unique profile created by a user on the Site (“**loan application**”), which then allows Financial Service Providers to bid for the loan application. The user will then be able to compare offers from the various Financial Service Providers and make an informed decision before preceding to choose a Financial Service Provider.
- 1.2. **BiD-Me’s Role and Services.** You acknowledge and agree that BiD-Me and BiD-Me Affiliates are not financial service providers and do not provide any recommendations or advice regarding which Financial Service Provider may be best for a user. The ultimate choice of Financial Service Provider is entirely up to the user. BiD-Me is not and does not become a party to any contractual relationship between the user and the Financial Service Provider. The Services offered by BiD-Me is in no way influenced by its commercial arrangement with any Financial Service Providers. BiD-Me or BiD-Me Affiliates has no affiliation with any of the Financial Service Providers.
- 1.3. **Your Responsibilities.** You acknowledge and agree that: (a) you are solely responsible for determining the most effective and cost-effective Financial Service Provider, and (b) except for the Services, you will provide all the necessary documentation, data and other materials at your own expense, necessary to use and benefit from the Service. BiD-Me nor BiD-Me Affiliates make any warranties and/or representations in respect of any Financial Service Providers products and/or services. Each Financial Service Provider undertakes its own credit vetting process once a user selects them off the back of the referral from the Site. The list of potential Financial Service Providers generated on the Site, in no way implies that any loan application by you will be successful.
- 1.4. **Third Party Services and Links.** The Site may include hyperlinks or references to other websites, which are provided merely for users convenience and BiD-Me’s inclusion of such links and references in the Services does not imply an endorsement of the linked or framed websites, their content, or the persons or entities operating those websites. BiD-Me takes no responsibility for the information, products, and/or services obtained on such other websites and will not be liable for any damages arising from a user’s access to such websites. You assume sole responsibility for using links or pointers to third parties. Additionally, BiD-Me bears no responsibility for websites that provide hyperlinks or references to the Services, unless those websites are operated by BiD-Me or BiD-Me Affiliates.

2. Eligibility, Registration and Passwords

- 2.1. **Eligibility.** By using the Services, you affirm that you: (a) are an individual 18 years of age or over or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the Republic of South Africa; (b) are able to enter into legally binding contracts; (c) have not previously been terminated, removed, or suspended from the Services; and (d) have not previously entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement.
- 2.2. **Content.** To ensure the user's compliance with all requirements set forth in this Agreement, and to allow BiD-Me to comply with any regulatory requirements, the user must provide BiD-Me with valid copies of a South African ID Card or Green Book ID; a utility bill; a bank statement; and a bank statement (collectively, "**User Data**") prior to BiD-Me submitting the user's loan application to Financial Service Providers. The user will be responsible for updating and ensuring the relevant User Data is uploaded, distributed, shared and/or stored on the Site. Failure to provide or maintain such User Data shall constitute a material breach of this Agreement. Further, you consent to BiD-Me's review and verification of any User Data that is uploaded, distributed, shared and/or stored on the Site.
- 2.3. **Registration and Password.** Upon registration you will be required to adopt a password by such means and in such format as the Site may determine from time to time. The following shall apply: (a) the chosen password will thus enable you to log on to the part of the Site reserved for registered users; (b) as a registered users, you will be responsible for maintaining the confidentiality of your password and/or user name and will be responsible for all activities that occur under them. BiD-Me does not have the means to check the identity of parties using the Site and will not be liable where a registered user's password is used by an unauthorised party; and (c) BiD-Me in its sole discretion and for whatsoever reason may require a registered user to change his/her password from time to time and the registered user undertakes to comply with such requirement unconditionally.
- 2.4. **Credentials.** The registered user shall immediately notify/report any actual or potential unauthorised access to or use of the password to the Site administrator complaints@bid-me.com, without delay. On receipt of such notification, via email the Site administrator, on behalf of BiD-Me reserves the right to: (i) reject all instructions received after such notification; (ii) suspend the processing of all instructions not yet executed; and (iii) deactivate the password of the registered user without further notice.

3. Use of the BiD-Me Service

- 3.1. **License Grant.** Subject to the terms and conditions of this Agreement, BiD-Me hereby grants you a non-exclusive, royalty-free, non-transferrable, non-sub licensable, non-assignable license, during the term of this Agreement, to use the BiD-Me Services solely for the purpose of making a loan application to Financial Service Providers. All rights not expressly granted to you in this Agreement are reserved by BiD-Me and its respective licensors.

- 3.2. **Restrictions.** You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Services in any way; (b) modify or make derivative works based upon the Services; (c) improperly use the Services, including creating internet “links” to any part of the Services or website, “framing” or “mirroring” any part of the Services on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the BiD-Me Services; (d) reverse engineer, decompile, modify, or disassemble the BiD-Me Services, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and shall not allow any other party to, access or use the Services to: (i) design or develop a competitive or substantially similar product or service, (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Services or any related systems or networks, all except to the extent such actions must be allowed under South African law.
- 3.3. **Your Obligations.** You shall always use the Services in compliance with the terms of this Agreement and any other policies and standards incorporated herein. You warrant that your use of the Services will always comply with applicable laws and shall not infringe the rights of any other person. You may not, or through a third party use the Site and/or User Data for harmful, unlawful or illegal purposes, including without limitation to: (a) upload, share, distribute and/or store content that may be offensive, defamatory, infringe any rights of third parties (including any intellectual property, personality, privacy, identity or contractual rights) or that may be incorrect, untrue, prohibited or damaging to any person; (b) impersonate any other person or use a false or unauthorized name so as to create a false identity and/or email address or to misrepresent the origin or identity of any communications; collect, harvest or otherwise obtain Personal Information, as this term is defined in the Promotion of Access to Information Act 2 of 2000, relating to other users; (c) conduct any fraudulent activity including any “pyramid scheme”, “ponzi scheme” or “chain letter”; (d) upload via the Site or incorporate in any User Data, or use the User Data together with, the trademarks or branding of third parties; (e) upload via the Site or incorporate in any User Data, or use the User Data together with, any material proprietary to, or which embodies or is subject to rights of whatever nature (including intellectual property, personality, privacy, identity or of contractual nature) of third parties, without having first obtained the necessary permissions in relation to such rights; (f) upload via the Site or incorporate in any User Data, or use the User Data in a manner so as to associate the User Data, the Site or any marks used on, in or in relation to the Site with: (i) any information or material that is unlawful, illegal, infringing, violates the rights of whatever nature (including of an intellectual property, personality, privacy, identity or contractual nature) of third parties, is false, misleading, obscene, indecent, pornographic, discriminatory, oppressive, racist, sexist, bigoted, hate speech, defamatory or offensive, or which may have the effect of causing any embarrassment or injury to BiD-Me, or promotes racism, sexism, bigotry, hatred or physical harm; (ii) any material that would cause or advocate annoyance, inconvenience, harassment or needless anxiety to others;

(iii) any material that exploits people in a sexual or violent manner; (iv) any material that contains nudity, is sexually explicit, contains or depicts excessive violence, or offensive subject matter or contains a link to an adult website; (v) any information that poses or creates a privacy or security risk to any person; foul, threatening or offensive language, including, without limitation racist, sexist, ageist, homophobic or sexually explicit language; (vi) any illegal, infringing, indecent or offensive material that may incite disorder or encourage illegal activities or that causes harm to any person.

Further, you may not, or through a third party use the Site and/or User Data for harmful, unlawful or illegal purposes, including without limitation to: (a) copy reproduce, translate, adapt vary, modify, distribute, lease, licence, sub-licence, encumber or in any other way deal with any portion of the Site for any reason and in any manner; (b) decompile, disassemble or reverse engineer any portion of the Site; (c) collect names, information, descriptions or other information displayed on the Site; (d) write and/or develop any derivative of the Site or any other software program based on the Site; (e) adapt, modify or enhance the Site and if the user makes or causes the making of any adaptation(s), modification(s) or enhancement(s) to the Site in breach of this clause, such adaptation(s), modification(s) or enhancement(s) hereby vest exclusively in BiD-Me and the user hereby assigns all rights in and to, and waives any and all moral rights in and to, such adaptation(s), modification(s) or enhancement(s), which assignment BiD-Me accepts; (f) remove any identification, trade mark, copyright or other notices from the Site and/or User Data, it being specifically recorded, acknowledged and agreed that certain trademarks and/or branding proprietary to or licenced to BiD-Me may automatically be incorporated in any User Data, (g) establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise to the Site or any subsidiary pages; (h) use the Site and/ or any User Data to code, files, scripts, agents, or programs intended to do harm (including, for example, viruses, Trojan horses, worms, time bombs, and cancel bots), or other computer programming routines or code that may damage or detrimentally interfere with the Services or any data or Personal Information maintained on or in connection with the Services; and (i) penetrate or attempt to penetrate the Site security measures referred to in clause 12.

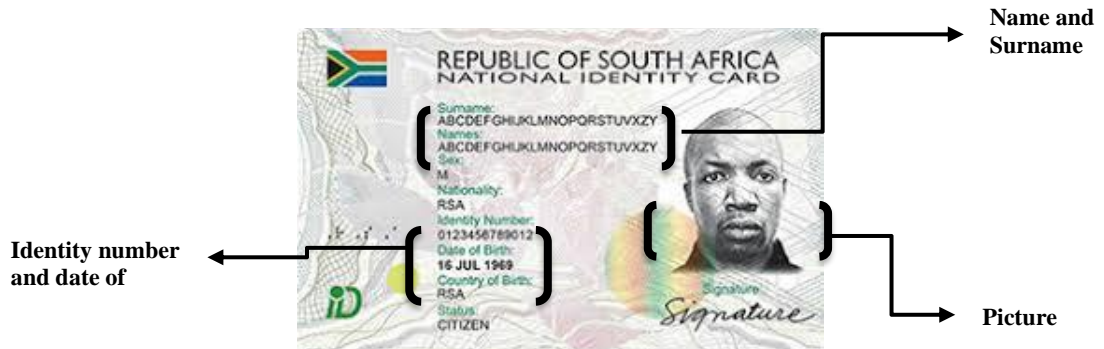
- 3.4. **BiD-Me Fees.** The Site is provided at no charge to the user. BiD-Me is paid an origination fee by the Financial Service Provider, if the user's loan application is successful.

4. Terms Specific to User Data

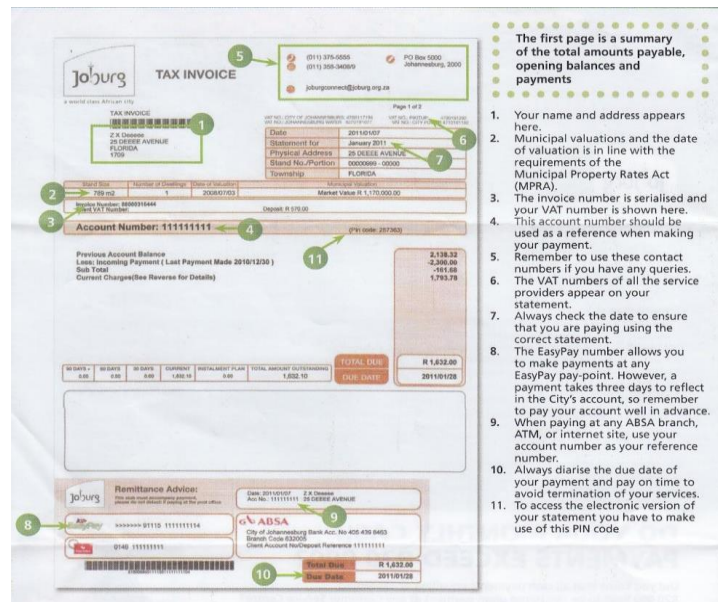
- 4.1. **Commencement of Service.** In order to obtain a quotation in respect of a loan from a Financial Service Provider, you are required to upload, distribute, share and/or store the User Data (specified in this clause). The User Data uploaded, distributed, shared and/or stored will allow BiD-Me to supply the Financial Service Providers with necessary information to evaluate your profile and ensure the timely acceptance and/or response to your loan application.

4.2. User Data.

4.2.1. South African ID Card/Green ID Book. In order to progress your loan application you will be asked to provide proof of identification (“ID”). BiD-Me accepts 2 (two) forms of ID, a certified copy (not older than 3 months) of your (i) South African ID Card (“ID Card”) or (ii) South African Green ID Book (“ID Book”). Whether you distribute, share and/or store a copy of your ID Card or ID Book on the Site, please ensure that your name, date of birth, identity number, picture, and proof of certification is legible, as illustrated below.



4.2.2. Utility Bill. You will be required to upload, distribute, share and/or store a utility bill (not older than 3 months) on the Site. The utility bill will allow Financial Service Providers to record and/or verify your residence in South Africa. Please see illustration below.



4.2.3. Salary Pay Slip. Before a Financial Service Provider can accept a loan application, the Financial Service Provider is required to verify your financial circumstances by evaluating your financial position and your ability to re-pay the loan. You must ensure that the pay slip uploaded, distributed, shared and/or stored on the Site has the

following details: (i) the employee’s name (ii) position held, (iii) date of payment, (iv) remuneration package (gross pay/net pay), (v) deduction amount (and reason for the deduction). If relevant, please ensure that the pay slip includes information with regard to (i) overtime, (ii) the overtime rate applicable, (iii) the number of work hours worked, (iv) overtime hours worked, and (v) the number of hours worked on a public holiday.

Name of employer and position held by employee

Company Name
12345 Court Road, London W1T 1JY, UK
Phone: +44 00 0000 0000, Email: name@provider.com

PAYSLIP

EMPLOYEE INFORMATION
Full Name
123 Any Court Road
London, W1T 1JY, UK
Phone: +44 00 0000 0000
Email: name@provider.com

PAY DATE	PAY TYPE	PERIOD
6/10/2019	Weekly	Wk2

PAYROLL #	NI NUMBER	TAX CODE
1234567	QQ123456C	1200L

Payment Method: Check

EARNINGS	HOURS	RATE	CURRENT	YTD
Standard Pay	40	12.50	500.00	600.00
Overtime Pay	5	18.75	93.75	50.75
Holiday Pay	8	12.50	100.00	100.00
Basic Pay			1,740.00	1,740.00
Commission and Bonus			600.00	600.00
Sick Pay			-	-
Expense			-	-
GROSS PAY			£3,033.75	£3,033.75

DEDUCTIONS	CURRENT	YTD
PAYE Tax	250.00	250.00
National Insurance	55.00	55.00
Student Loan Repayment	30.00	30.00
Pension	50.00	50.00
Union Fee	5.00	5.00
TOTAL DEDUCTIONS	£380.00	£380.00
NET PAY	£2,643.75	£2,643.75

If you have any questions about this payslip, please contact:
[Name, Phone, email@address.com]

https://www.anytax2.com/GetTemplate.aspx?template.html Payroll Template © 2019 by Anytax2.com

4.2.4. **Bank Statement.** You will be required to upload, distribute, share and/or store a bank statement on the Site, which will allow Financial Service Providers to determine your affordability state and ability to repay back the loan requested in the loan application. Please see illustration below.

4.3. **Failure to upload User Data.** Failure to upload, distribute, share and/or store the User Data specified in this clause, will result in BiD-Me being unable to provide you with a list of potential Financial Service Providers. It is your responsibility to update, identify and/or correct any mistakes or errors in User Data, failure to do so may invalidate your loan application.

5. User Warranty and Indemnity

5.1. **Generally.** YOU HEREBY REPRESENT AND WARRANT THAT YOU OWN OR HAVE SUFFICIENT RIGHTS IN AND TO ALL CONTENT UPLOADED, SHARED AND/OR STORED ON THE SITE, THAT THE UPLOADING AND USE OF SUCH CONTENT ON THE SITE, AND/OR THE INCORPORATION THEREOF IN ANY USER DATA, DOES NOT INFRINGE ANY RIGHTS INCLUDING INTELLECTUAL PROPERTY RIGHTS, PERSONALITY RIGHTS, PRIVACY RIGHTS, IDENTITY RIGHTS, RIGHTS IN CONFIDENTIAL INFORMATION, CONTRACTUAL RIGHTS, OR ANY OTHER RIGHTS OF ANY OTHER PERSON, AND THAT THE UPLOADING OF SUCH CONTENT ON THE SITE OR THE INCORPORATION

THEREOF IN ANY USER DATA AND THE USE, UPLOADING, SHARING AND DISTRIBUTION OF ANY USER DATA DOES NOT RESULT IN A BREACH OF CONTRACT BETWEEN THE USER AND ANY THIRD PARTY. THE USER AGREES TO PAY FOR ALL ROYALTY FEES, AND ANY OTHER AMOUNT OWING TO ANY PERSON BY REASON OF (I) CONTENT THE USER UPLOADS ON THE SITE AND/OR INCORPORATES IN USER DATA; AND (II) THE CREATION, USE, UPLOADING, DISTRIBUTION AND SHARING OF ANY MATERIAL AND CONTENT.

- 5.2. **Indemnification.** YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY BID-ME, ITS AFFILIATES, IT OFFICERS, AGENTS, DIRECTORS AND EMPLOYEES (EACH, AN “**INDEMNIFIED PARTY**”) AND AGREE TO HOLD EACH INDEMNIFIED PARTY FREE FROM ALL LOSS, DAMAGE, CLAIMS AND/OR COSTS, OF WHATEVER NATURE SUFFERED OR INCURRED BY EACH INDEMNIFIED PARTY OR INSTITUTED AGAINST EACH INDEMNIFIED PARTY FOR INFRINGEMENT OF ANY RIGHT, WHETHER THE CLAIM OR ACTION ARISES FROM DELICT OR CONTRACT, OR ANY INFRINGEMENT OF WHATSOEVER NATURE, ARISING OUT OF OR PURSUANT TO THE EXERCISE BY YOU OF ANY OF YOUR RIGHTS OR THE FULFILMENT OR BREACH BY YOU OF ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT OR ANY OTHER REQUIREMENTS THAT BID-ME MAY IMPOSE FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION, ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS SUFFERED OR INCURRED BY EACH INDEMNIFIED PARTY OR INSTITUTED AGAINST ANY INDEMNIFIED PARTY AS A DIRECT OR INDIRECT RESULT OF YOUR USE OF THE SITE, YOUR UPLOADING, SHARING AND/OR DISTRIBUTION OF ANY MATERIAL, CONTENT OR USER DATA ON THE SITE, AND SUCH INDEMNITY SHALL EXTEND TO THE REASONABLE COSTS THAT MAY BE INCURRED BY EACH INDEMNIFIED PARTY IN DEFENDING ANY ACTION INSTITUTED AGAINST IT.

6. Term/ Termination and Access Restrictions

- 6.1. **Term.** This Agreement shall commence on the date that you execute it (by selecting “I agree” at the end of this Agreement) and shall continue until terminated as set forth herein.

6.2. Termination of Agreement

- 6.2.1. **By Either Party.** Either you or BiD-Me may terminate this Agreement: (a) without cause at any time upon fourteen (14) days prior notice to the other party; (b) immediately, without notice, for the other party’s material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party’s filing or submission of request for suspension of payment (or similar action or event) against the terminating party. If this Agreement is terminated pursuant this provision, your user profile will be deactivated and any loan applications submitted to the Financial Service Providers will be terminated and the Financial Service Providers will accordingly be notified.

6.2.2. **By BiD-Me.** BiD-Me may terminate this Agreement or deactivate you immediately, without notice, if you: (a) violate this Agreement; (b) disparage BiD-Me or its Affiliate(s); and (c) commits an act or omission that causes harm to BiD-Me's or its Affiliate(s)' brand, reputation or business as determined by BiD-Me in its sole discretion. BiD-Me may also terminate this Agreement or deactivate you immediately, without notice, for any other reason at the sole and reasonable discretion of BiD-Me. If this Agreement is terminated pursuant this provision, your user profile will be deactivated. If BiD-Me deactivate a user's access to the Services, BiD-Me will use commercially reasonable efforts to promptly restore access to and use of the Services after the event giving rise to the deactivation has been resolved to our satisfaction.

6.3. **Effect of Termination.** Please note that BiD-Me may permanently remove, delete or deactivate any User Data that you created, used, uploaded, distributed, shared and/or stored on the Site, including your password, without any liability whatsoever.

7. **Content of the Site.** BiD-Me reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Agreement. Such amendments shall supersede and replace any previous Agreements and shall be made available on the Site. BiD-Me reserves the right to make improvements to, change or to discontinue, without notice, any aspect or feature of the Site any information or content on the Site. BiD-Me does not make any representations or give any warranties, whether express or implied, in respect of the applications and/or any information, data and/or content provided on the Site, including without limitation, any representation or warranties: (a) that the Site will be available continuously, uninterrupted and in a fully operating condition; and (b) as to the accuracy, completeness, reliability, performance, satisfactory quality, fitness for a particular purpose of any information, data and/or content on the Site. While BiD-Me has taken reasonable measures to ensure the integrity of the Site and their contents, no warranty, whether express or implied is given that any files, downloads or applications available via the Site are free of viruses, Trojans, time bombs, time locks or other harmful programs.

8. Data and Privacy

8.1. **Data.** Through your use of the Services, BiD-Me collects data and information about you and your access to and use of the Services ("**BiD-Me Data**"), personal data from you (such as information from your user profile), as well as data and information about third party users made available to you ("**Third Party Information**"). The BiD-Me privacy policy and explains in detail how BiD-Me collects, manages, processes, secures, and stores User Data. BiD-Me will use commercially reasonable efforts] to safeguard and prevent unauthorized access to users BiD-Me Data. BiD-Me cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to any BiD-Me Data.

8.2. **Privacy.** Subject to all applicable laws, BiD-Me may provide to a third party any information (including personal data and any BiD-Me Data) about you, provided

hereunder if: (a) there is a complaint, dispute or conflict between you and a Financial Service Provider; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in BiD-Me's sole discretion, by applicable law or regulation; (d) it is necessary, in BiD-Me's sole discretion, to (i) protect the safety, rights, property or security of BiD-Me, the Services or any third party, (ii) detect, prevent or otherwise address fraud, security or technical issues, and/or (iii) prevent or stop activity which BiD-Me, in its sole discretion, considers to be, or to pose a risk of being, illegal, unethical or legally actionable. You understand and agree that BiD-Me may retain your personal data for legal, regulatory, safety, and other necessary purposes after this Agreement is terminated.

9. Intellectual Property Rights

9.1. **General.** For the purposes of this clause, the term "Intellectual Property Rights" means all intellectual property rights of whatever nature, including without limitation (i) all patents and other patent rights, including divisional and continuation patents, utility models; (ii) rights in and to inventions, whether patentable or not; (iii) rights in trademarks, logos, service marks, trade dress, logos, slogans, corporate business and trade names, brand names and other indicia of origin; (iv) rights in designs, topography rights, rights in circuit layouts and mask-works; (v) copyright, including all copyright in and to computer programs; (vi) rights in internet domain names, reservations for internet domain names, uniform resource locators and corresponding internet sites; (vii) rights in databases and data collections; (viii) know-how, show-how, trade secrets and confidential information, in each case whether or not registered and including applications for the registration of any of these and the right to apply for the registration of any of these, all claims for past infringements, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world. All Intellectual Property Rights in and to the Site, are proprietary to or licenced to, BiD-Me, and as such are protected from infringement by local and international legislation and treaties, and you have no right, title or interest in any such material. All rights not expressly granted are reserved and except with BiD-Me express written permission, neither the Site, nor part thereof, nor any information, data, material and/or content on the Site may be copied, adapted, transmitted or distributed. Irrespective of the existence of any Intellectual Property Rights in and to the Site, the user acknowledges that BiD-Me is the proprietor of all material on the Site, and save as specifically provided for in clause 3.1, you have no right, title or interest in any such material.

10. Confidentiality

10.1. **Confidential Information.** You and BiD-Me both acknowledge and agree that in the performance of this Agreement each may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("**Confidential Information**"). Confidential Information includes BiD-Me Data, user profile, User Data third party information, and other marketing and business plans, financial, technical, operational and such other non-public information of BiD-Me or User (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the receiving party should reasonably know that it should be treated as confidential.

- 10.2. **Restrictions.** You and BiD-Me each acknowledge and agree that: (a) all Confidential Information shall remain the exclusive property of the disclosing party (whether it be BiD-Me or you); (b) no party shall use the Confidential Information of BiD-Me or you for any purpose except in furtherance of this Agreement; (c) no party shall disclose the Confidential Information of BiD-Me or you to any third party, except to its employees, officers, contractors, agents and service providers (“**Permitted Persons**”) as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) each party shall return or destroy all Confidential Information of the disclosing party (whether it be of BiD-Me or you) upon the termination of this Agreement or at the request of the disclosing party (subject to applicable law and, with respect to BiD-Me’s internal record-keeping requirements).

11. Limitation of Liability and Disclaimer

- 11.1. **Users.** THE USER’S USE OF THE SITE AND/OR HIS/HER UPLOADING OF ANY MATERIAL AND CONTENT AND/OR HIS/HER REPRODUCTION, DISPLAY, USE, DISTRIBUTION, UPLOADING, PROVIDING AND/OR SHARING OF ANY PERSONALISED ITEM, IS ENTIRELY AT THE USER’S OWN RISK AND THE USER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING THEREFROM. BID-ME DOES NOT ACCEPT LIABILITY THAT MAY ARISE IN CONNECTION WITH THE PROVIDING, UPLOADING, REPRODUCTION, DISPLAY, USE, DISTRIBUTION OR SHARING BY A USER OF HIS/HER USER DATA. FURTHER, BID-ME DOES NOT UNDERTAKE TO ACTIVELY MONITOR THE UPLOADING, REPRODUCTION, DISPLAY, USE, DISTRIBUTION OR SHARING BY YOU IN RESPECT OF HIS/HER USER DATA OR OTHER USER DATA, FOR EXAMPLE ON WEBSITES DEDICATED TO DISCUSSION FORUMS AND/OR BLOGS, NOR DOES BID-ME HAVE CONTROL OVER MATERIAL UPLOADED, DISTRIBUTED OR SHARED ON SUCH DISCUSSION FORUMS AND/OR BLOGS.
- 11.2. **Users Acknowledgment.** THE USER HEREBY ACKNOWLEDGES AND AGREES THAT BECAUSE INFORMATION IS TRANSMITTED VIA THE INTERNET, SUCH INFORMATION, IRRESPECTIVE OF WHETHER IT CONSTITUTES PERSONAL INFORMATION, MAY BE SUSCEPTIBLE TO MONITORING AND INTERCEPTION. ACCORDINGLY, YOU ARE DISCOURAGED FROM TRANSMITTING TO THE SITE ANY INFORMATION THAT MAY BE VIEWED AS CONFIDENTIAL AND/OR OF A SENSITIVE NATURE AND YOU BEAR ALL THE RISK OF TRANSMITTING INFORMATION IN THIS MANNER. UNDER NO CIRCUMSTANCES SHALL BID-ME BE LIABLE FOR ANY LOSS, HARM, OR DAMAGE SUFFERED BY THE USER AS A RESULT THEREOF.
- 11.3. **Generally.** NEITHER BID-ME, ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, AGENTS, CONSULTANTS OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION

ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING (WHETHER IN AN ACTION ARISING OUT OF CONTRACT, STATUTE, DELICT OR OTHERWISE) RELATED TO (I) THE ACCESS TO AND/OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SITE AND/OR ANY LINKED WEBSITE, THE CONTENT THEREOF, ANY FUNCTIONALITY THEREOF OR INFORMATION CONTAINED THEREIN; (II) THE UPLOADING OR SHARING OF ANY CONTENT OR MATERIAL ON THE SITE; OR (III) THE CREATION, DOWNLOADING, REPRODUCTION, DISPLAY USE, DISTRIBUTION, UPLOADING AND/OR SHARING OF ANY PERSONALISED ITEM.

12. Security Measures. You agree and recognize that information provided may be susceptible to the provisions of the Regulation of Interception of Communications Act 70 of 2002. As such, BiD-Me may possess the right to intercept, read, monitor, block, delete and/or close the information provided on the Site. BiD-Me hereby reserves the right to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications. The user may not use the Site in any manner which may compromise the security of the Site in any manner whatsoever, which shall include without limitation, delivering or attempting to delivery any unauthorised, damaging or malicious code to the Site, which is expressly prohibited. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transaction 25 of 2005 Act (specifically section 85 to 89 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by BiD-Me and its affiliates, agents and/or partners.

13. Network Access and Devices. You will be responsible for: (i) obtaining the data network access necessary to use the Services; (b) acquiring and maintaining compatible hardware or devices necessary to access and use the Services and any updates thereto, (ii) securing the systems and devices used to access the Services, and (iii) backing User Data or other information. Mobile network data and messaging rates and fees may apply if the access or use of the Services is conducted through a mobile device.

14. Complaints and Feedback. Should the user have any complaints about another user or any aspect of the Site or if the user has any questions or would otherwise like to provide any other feedback, the user can contact customer services using the following link or by writing to BiD-Me at the following address:

Physical Address:	Rosebank Link, WeWork 173 Oxford Road, First Floor, Rosebank, Johannesburg 2196
Attention:	complaints@bid-me.com

15. General Compliance with Laws. The user shall comply with all applicable laws, statutes, ordinances and regulations pertaining to his/ her access to and/or use of the Site, his/ her creation, use, downloading, uploading, distribution and/or sharing of any User Data. The Site is controlled, operated and administered by BiD-Me from its offices within the Republic of South Africa. BiD-Me makes no representations that the content of the Site is appropriate or available for use or access from territories or countries where the content of the Site is illegal is prohibited. A user may not use this Site in violation of South African export laws and regulations. If the user access this Site from locations outside of South Africa, the user is responsible for compliance with all local laws. You consent to be bound by the non-exclusive jurisdiction of the High Court of South Africa.

16. Miscellaneous provisions

16.1. **No Relationship.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and BiD-Me. You agree that no joint venture, partnership, employment, or agency relationship exists between you and BiD-Me as a result of this Agreement or your access to and use of the Services. You are not authorized to make any commitments on behalf of BiD-Me and will not make commitments on your behalf, except as is required for the effective performance of the Services or as expressly stated in this Agreement. If you enter into a loan application, you acknowledge that the relationship between you and your chosen Financial Service Provider is solely that of independent contractors.

16.2. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.

16.3. **Assignment.** You may not assign or transfer this Agreement or any of your rights or obligations hereunder, in whole or in part, without the prior written consent of BiD-Me. BiD-Me may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement from time to time without your consent.

16.4. **Waiver.** BiD-Me's failure to enforce any provisions of this Agreement or respond to a violation by any party does not waive BiD-Me's right to later enforce any terms or conditions of the Terms or respond to any violations.

16.5. **Entire Agreement.** This Agreement and the BiD-Me Privacy Policy, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings

regarding such subject matter. In this Agreement, the words “including” and “include” mean “including, but not limited to.”

- 16.6. **No Third Party Beneficiaries.** Save where this Agreement expressly confer rights on BiD-Me Affiliates, the parties acknowledge that there are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims.
- 16.7. **Notices.** Any notice delivered to you by BiD-Me under this Agreement will be delivered by email to the e-mail address associated with your account or by posting on the online port all available to you on the BiD-Me Services. Any notice delivered by you to BiD-Me under this Agreement will be delivered by contacting BiD-Me the address specified in clause 14 or via email at complaints@bid-me.com. All notices shall be deemed given 48 (forty-eight) hours after email is sent, unless the sending party is notified that the email address is invalid. Please be aware that BiD-Me shall not be liable for any breach of security that may occur during such communication. Further, you acknowledge that all agreements, notices or other communication required to be given in terms of law or this Agreement may be given via electronic means and that such communications shall be “in writing”.
- 16.8. **General.** The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they shall operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clause themselves do not expressly provide for this.

NOTHING IN THIS AGREEMENT AND THE BID-ME SERVICES SHALL BE TAKEN TO CONSTITUTE PROFESSIONAL ADVICE, AND ANY DECISIONS BASED ON SUCH INFORMATION SHALL BE TAKEN TO BE THE USER’S SOLE RESPONSIBILITY.