

# Webcast and Silent Auctions

## Terms and Conditions

### WEBCAST AND SILENT AUCTIONS

1. The online auction platform will be powered by Swift Livestock (Pty) Ltd t/a AuctionApp.io (hereinafter referred to as "AuctionApp.io"). The auction will be held under the control of the relevant agency and its appointed auctioneer (hereinafter referred to as "the Agent") and the agent's terms and conditions will apply thereto.

### PROCEDURES PRIOR TO THE WEBCAST OR SILENT AUCTION

2. Any person wishing to participate in an auction, must prior to the auction register as a bidder on the AuctionApp.io platform and comply with these Terms and Conditions in order to use the AuctionApp.io platform. Any person using the AuctionApp.io platform must also comply with the Agent's terms and conditions which will be applicable to the auction.
3. Bidders must be approved by the Agent to be eligible to bid.
4. Bidders who are not pre-registered and approved should pre-register at least 72 hours before the start of the auction (exclusive of holidays or weekends) to allow adequate time for this process. Failure to do so may result in the bidder not being able to bid on the auction.
5. Any person participating or registering for the Auction agrees to be bound by and accepts these Terms and Conditions.

### THE SILENT AND WEBCAST AUCTION

6. Webcast Auction bidding may take place via the AuctionApp.io platform on the website <https://auctions.auctionapp.io> or by using the AuctionApp.io mobile Application. The bidder acknowledges that due to the nature of a webcast auction, any bids received at the physical auction via acceptable bidding methods will also be accepted.
7. Silent Auction Bidding can take place via the AuctionApp.io platform on the website <https://auctions.auctionapp.io> or by using the mobile Application available on the App Store for IOS devices and Play Store for android devices. No external bidding methods will be accepted.
8. By submitting a bid, the bidder indicates that he/she/it considers that he/she/it is bound by these Terms and Conditions.
9. Accidental Bids. The bidder agrees to make sure that he/she does not accidentally place a bid. Should any accidental bids be received for whatever reason the bidder acknowledges that he/she will be liable for the purchase.
10. Third-Party (including minors) Bids. The bidder agrees to keep his/her/its login details (credentials) confidential. Should any third-party bid by using the bidder's credentials for whatever reason the bidder acknowledges that he/she/it will be liable for the purchase. These bids include intentional or accidental bids by third-parties.
11. In the event that the AuctionApp.io platform is inoperable prior to or during the bidding period, due to a power outage, internet malfunction or service provider malfunction, the Agent shall have the sole and absolute discretion to extend the bidding period of the auction.

### VOETSTOOTS

12. AuctionApp.io will not be liable for any misrepresented information provided on the AuctionApp.io platform. In this regard the Agent's terms and condition will apply.

## DISCLAIMER

13. Notwithstanding provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither AuctionApp.io, the Agent nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the AuctionApp.io platform or the services or content provided from and through this platform. Furthermore, AuctionApp.io makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from the AuctionApp.io platform are free from errors or omissions or that the service will be 100% uninterrupted and error free. Bidders are encouraged to report any possible malfunctions and errors. The AuctionApp.io platform is supplied on an “as is” basis and has not been compiled or supplied to meet the bidder’s individual requirements. It is the sole responsibility of the bidder to satisfy itself prior to entering into any agreement with AuctionApp.io that the service available from and through the AuctionApp.io platform will meet the bidder’s individual requirements and be compatible with the bidder’s hardware and/or software.

## GOVERNING LAW

14. AuctionApp.io is registered and operates out of the Republic of South Africa. The law governing these Terms and Conditions is the law of the Republic of South Africa.

## ECT COMPLIANCE

15. The Electronic Communications and Transactions Act states that when FLA offers goods or services by way of certain electronic transactions the following must be made available:

- a. Full name: Swift Livestock (Pty) Ltd
- b. Main business: Auction Platform
- c. Address: Unit 3, Woodlands House, 17 Woodlands Road, Woodstock, 7915.
- d. Office bearers: Russel Luck
- f. Website: <https://auctions.auctionapp.io>; and
- g. Official email address: [engagement@auctionapp.io](mailto:engagement@auctionapp.io) ; and
- h. Where any information mentioned in s45(1) is not made available herein it is due to the fact that AuctionApp.io does not have a policy in that regard or that the rights of the Consumer are limited by s42(2)b. of the ECT Act.

## GENERAL

16. All payments are regulated by the agent’s terms and conditions. No exchanges, refunds or returns are offered by AuctionApp.io.
17. AuctionApp.io may amend these rules any time by posting the amended terms on <https://auctions.auctionapp.io>. All amended terms shall automatically be effective 30 days after they are initially posted.
18. These rules set forth the entire understanding and agreement between the parties with respect to the subject matter hereof.