



Exhibid

ART IN YOUR POCKET

Terms & Conditions

TERMS AND CONDITIONS OF THIS SITE

This agreement was last revised on 12 January 2017

This page sets out some of the terms and conditions governing you selling and purchasing artworks on the Mobile application Exhibitid, so please read it carefully. By signing up and creating an account, you are accepting these terms, together with changes.

We will provide you with the Services only once you have accepted the terms and conditions of this Agreement by clicking on the "I ACCEPT" button when registering with us.

By registering with Exhibitid, in making a sale or purchase, participating in an auction and/or by accepting this Agreement, you consent to the processing of your personal information by Exhibitid in terms of the Protection of Personal Information Act.

BIDDING TERMS AND CONDITIONS

1 Trading on this Site

1.1 Exhibitid is not offering any product or artwork, and acting as intermediary. As such, you acknowledge that Exhibitid:

1.1.1 is not, nor do we represent or hold ourselves out as the artist or agent of the artist of any artwork found on this site or application;

1.1.2 have absolutely no control over whether, nor do we represent or hold out that, the artwork offered for sale on this Site are legally able to be sold.

1.1.3 cannot guarantee, nor do we represent or hold out that the descriptions of any goods and services on this Site will be accurate;

1.1.4 have absolutely no control over, nor do we represent or hold out that an Artist or Buyer will perform their respective sale and purchase obligations of goods or services auctioned on this Site;

1.1.5 cannot and do not control, nor do we represent or hold out that a Buyer will pay for the works that he/she has successfully bid for in an auction on this Site;

1.1.6 cannot and do not control, nor do we represent or hold out that any goods and services will be delivered to a respective Buyer by the respective Artist

1.1.7 cannot and do not represent nor hold out that we can confirm that each Buyer and Artist is who they claim to be;

1.1.8 cannot and do not represent or hold out that we can exercise any practical control over what feedback, comments or rating scores will be provided

1.2 Should you as the Artist or Buyer obtain any personal information pertaining to any party, you hereby represent and warrant to us, and all parties,

1.2.1 that you will respect the privacy of the Buyer or Artist and

1.2.2 that you will comply with the provisions of the Protection of Personal Information Act, insofar as it applies, in processing any and all personal information pertaining to such persons whether obtained from any party.

2 Artist

2.1 Artists may offer original works for auction through Exhibit.

2.2 By offering an artwork on this site, you warrant that:

2.2.1 your information is correct

2.2.2 your artwork, and the listing, does not breach any Intellectual Property Rights of a third party;

2.2.3 your artwork, and the listing, does not contain child pornography, bestiality or any other obscene or offensive material;

2.2.4 you are the legal owner of the artwork and you have the legal capacity to conclude the sale and to pass the title in the goods and services to the successful Buyer;

2.2.5 you will not hyperlink to or include descriptions of goods and services that you are not offering for sale on this Site;

2.2.6 you will adhere to the Listing Policy

3 Buyer

3.1 You agree and warrant to each Seller and separately to us that:

3.1.1 your information is accurate and not false, misleading, deceptive or fraudulent;

3.1.2 you have the legal capacity to purchase any artworks that you bid for, and, will not otherwise be breaching any law in purchasing those goods or services;

3.1.3 you will not bid for any artwork on this Site unless you are able, and have sufficient, available capacity to pay for those goods or services;

3.1.4 you are aware that the purchase of any goods and/or services on this Site is absolutely at your own risk;

4 Bidding

4.1. No party may indulge in activities to manipulate the bid price;

4.2 No bids below the minimum price, or last rejected bid will be accepted;

4.3 A Buyer may not enter a bid until their payment information has been captured and verified by the system

5 Ratings, Comments and Feedback

It is a condition of using the Services that you agree that feedback, comments and ratings scores may be provided about you. If you do not agree to this condition, then please do not accept these terms and conditions.

5.1. You are only permitted to rate a user who is an Artist if you have interacted with that Artist, and if you were the successful bidder

5.2 You are only permitted to rate a user who is an a Buyer if you have concluded a sale with that Buyer, and where that Buyer was the successful bidder

5.3. Exhibit will amend or delete ratings that amount to Abuse, including using multiple accounts to lower the rating of another member or raise your own rating. Threatening, abusive, racially vilifying, discriminatory or profane language is also an abuse of the system and is not allowed.

6 Exhibit Discretion

Exhibit reserves the right to remove any listing, or suspend any account if we suspect:

- 6.1 That the listing or artwork infringes the Intellectual Property Rights of any person
- 6.2 That the artist is not legally allowed or able to sell the artwork, or the ownership is in dispute;
- 6.3 That there is a legal reason to do so;
- 6.4 That the listing violates the Listing Policy
- 6.5 That these Terms of Use are being violated;

And no party shall have any claim for loss, or otherwise, arising out of the decision of Exhibit to remove a listing or any information, or to suspend or delete any account.

6 Completion of Sale and Purchase of Goods or Services

- 6.1 We will notify the Artist and the successful Buyer of the successful sale in the manner described
- 6.2 Following receipt of the Confirmation Notice the Artist and the successful Buyer will be solely responsible for arranging meeting, payment and delivery of the artwork in the manner as described
- 6.3 Contact between parties, and arrangements made relating to payment and delivery, shall be made only in the manner as described and by use of the mobile application. Any direct contact made between the parties falls outside the scope of this agreement and Exhibit bears no responsibility for the consequences thereof.

7 User Warranties

- 7.1 All users represent and warrant to Exhibit that they are over 18 years of age, and have the capacity to enter into an agreement; or
- 7.2 If they are under 18 years of age or are not legally permitted to enter into a binding and enforceable agreement, then they are duly supervised by and have obtained the consent of a parent or legal guardian or party responsible for giving consent.

8 Limitation of Liability

8.1 Notwithstanding, and in addition to any other provision in this Agreement, you agree that we will not be liable to you or any other person for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered, by any person however arising (including where the cause cannot be determined), or whether it arose directly or indirectly from any authorised or unauthorised use of, access to, reliance on, or any inability to use or access this Site, the Services, or as a consequence of such use, access, reliance, or inability to access, including, but not limited to any loss relating to one or more, or a combination, of the following:

8.1.1 a failure, or error in the operation, of all or any part of this Site, our computer systems, network resources, the Services, or any other computer systems or network resources to which they may be connected or upon which they may rely, or the taking offline of any of those computer systems or network resources for any reason;

8.1.2 any circumstances which produce or have the consequence of producing a degradation, fall-off, or complete severance of access to this Site or network resources or any other computer systems or network resources to which they may be connected by any person;

8.1.3 in relation to an auction on this Site, that bids were not processed or accepted due to technical difficulties or for any reason whatsoever;

8.1.4 whether we or another person could have foreseen such a loss or type of loss, or were negligent or reckless, whether or not the loss was suffered in connection with a business or commercial enterprise, including, but not limited to, any economic or consequential loss or damage, any and all damage to, or loss of, any

equipment, property, data, or other information possessed by you or any other person, any loss of profits, and any losses relating to contracts, business, revenue, goodwill, or any anticipated savings;

8.1.5 any personal losses or hardship, stress and anxiety, nervous shock, or other personal suffering or condition;

8.1.6 any errors or omissions in any documentation or other literature provided by us, any errors or omissions in any data, on this Site, or any breach of contract or negligence on the part of us, our employees, agents or authorised representatives;

8.1.7 any reliance on, the information and material contained on this Site about any goods and services or any other information or material whatsoever, or any information and material contained on, and the privacy of, web sites linked to this Site;

8.1.9 any feedback, comments or rating scores made by you, or about you,

8.1.10 any action taken by us under this Agreement,

8.1.11 any conduct, act or omission, whether negligent, reckless, or otherwise, whether within any actual, ostensible, or apparent authority or not, at all on the part of our employees, agents, or authorised representatives.

9 Entire Agreement

This agreement constitutes the entire agreement between Exhibid and user, together with annexures and policy changes as may be announced and effected from time to time.

10 No Creation of Relationships

Nothing in this Agreement shall be deemed to constitute any party as the agent, partner or joint venturer of another party or to create any relationship or bind any party on behalf of another

11 Non-Waiver

Any indulgence or failure to enforce a right accruing to any party under this agreement shall not constitute a waiver of that right .

12 Governing Law

12.1 This Agreement will be governed by the laws in force in the Republic of South Africa and each party unconditionally submits to the non-exclusive jurisdiction of the court of the Republic of South Africa in relation to any legal action, suit or proceedings arising out of or with respect to this Agreement.

12.2 With reference to clause 12.1, the parties submit to the jurisdiction of the High Court of South Africa, Eastern Cape Local Division and the parties submit to the jurisdiction of the Magistrate's Court or the Regional Court irrespective of whether the amount claimed by us exceeds the applicable monetary limit allowed to institute a claim in the Magistrate's Court or Regional Court.