WEBSITE TERMS OF USE

1 Website terms and conditions of use

1.1 This document sets out the terms and conditions ("Terms") of ***Dynamic Solutions 1068 (Pty) Ltd Registration Number 2018/014769/07 t/a Dynamic Auctioneers, Dynamic Mine Sales & Dynamic Real Estate*** ("Service Provider") pertaining to the access and use of the information, products, services and functions provided on www.dsolutions.co.za ("Website").

1.2 Should any person that accesses the Website you ("you" or "user") disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.

1.3 If you are under the age of 18, you must obtain your parents' or legal guardians' advance authorization, permission and consent to be bound by these Terms before purchasing any products or services.

1.4 Service Provider reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Service Provider from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.

1.5 We will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.

1.6 If there is anything in these Terms that you do not understand then please contact us as soon as possible -see clause 11 below for contact details. Please note that calls to us are charged at national rates and may be monitored for training, security and quality assurance purposes.

2 Content of the website

2.1 Service Provider reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.

2.2 Service Provider reserves the right to change and amend the products, prices and rates quoted on this Website from time to time without notice.

2.3 Service Provider may use the services of third parties to provide information on the Website. Service Provider has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided "as is" and that Service Provider and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.

2.4 Service Provider makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:

2.4.1 Service Provider does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Service Provider expressly disclaims all implied warranties, including without limitation, warranties

of merchantability, fit-ness for a particular purpose, non-infringement, compatibility, security and accuracy;

2.4.2 whilst Service Provider has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and

2.4.3 Service Provider disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which Service Provider receives it and statements from external parties are accepted as fact.

3 Linked third party websites and third - party content

3.1 Service Provider may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Service Provider does not endorse, nor does the inclusion of any link imply Service Provider's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.

3.2 While Service Provider tries to provide links only to reputable websites or online partners, Service Provider cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Service Provider. Service Provider is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.

3.3 You agree that Service Provider shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third - party website.

4 Usage restrictions

The user hereby agrees that it shall not itself, nor through a third party:

4.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

4.2 decompile, disassemble or reverse engineer any portion of the Website;

4.3 write and/or develop any derivative of the Website or any other software program based on the Website;

4.4 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Service Provider;

4.5 without Service Provider's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;

4.6 remove any identification, trademark, copyright or other notices from the Website;

4.7 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or

4.8 notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

5 Security

5.1 In order to ensure the security and reliable operation of the services to all Service Provider's users, Service Provider hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.

5.2 You may not utilise the Website in any manner which may compromise the security of Service Provider's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Service Provider suffer any damage or loss, civil damages shall be claimed by Service Provider against the user.

5.3 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25_of_2002 ("ECTA") (specifically sections_85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Service Provider and its affiliates, agents and/or partners.

6 Intellectual property rights

6.1 For the purpose of this clause, the following words shall have the following meanings ascribed to them:

6.1.1 "Intellectual property rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Service Provider, now or in the future, including without limitation, Service Provider's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

6.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property of, or are licensed to, Service Provider and as such are protected from infringement by local and international legislation and treaties.

6.3 By submitting reviews, comments and/or any other content (other than your personal information) to Service Provider for posting on the Website, you automatically grant Service Provider and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.

6.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.

6.5 Except with Service Provider's express written permission, no proprietary material from this Website may be copied or retransmitted.

6.6 Irrespective of the existence of copyright, the user acknowledges that Service Provider is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.

6.7 Service Provider authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

7 Risk, limitation of liability and indemnity

7.1 The user's use of this website and the information contained on the website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.

7.2 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall service provider be liable for any loss, harm, or damage suffered by the user as a result thereof. Service provider reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should service provider deem it necessary.

7.3 To the extent permissible by law:

7.3.1 Neither service provider, its affiliates, shareholders, 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 the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if service provider knows or should reasonably have known or is expressly advised thereof.

7.3.2 The liability of service provider for faulty execution of the website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the website shall be limited to service provider rectifying the malfunction, within a reasonable time and free of charge, provided that service provider is notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of service provider. However in no event shall service provider be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

7.3.3 You hereby unconditionally and irrevocably indemnify the service provider and agree to hold the service provider free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by service provider or instituted against service provider as a direct or indirect result of:

7.3.3.1 your use of the website;

7.3.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of service provider;

7.3.3.3 your failure to comply with any of the terms or any other requirements which service provider may impose from time to time;

7.3.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

7.3.3.5 any unavailability of, or interruption in, the service which is beyond the control of service provider.

7.4 Service provider makes no warranty or representation as to the availability, accuracy or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against service provider for any LOSS suffered by you, as a result of information supplied by service provider being incorrect, incomplete or inaccurate.

8 Service provider privacy and cookie policy

8.1 This clause 8 provides details about our Privacy and Cookie Policy, which Policy forms part of these Terms. Service Provider takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy and Cookie Policy.

8.2 Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you. By personal information we don't mean general, statistical, aggregated or anonymised information.

8.3 Your use of our services signifies your consent to us collecting and using your personal information as specified below.

8.4 How we collect information about you:

There are various different instances where personal information is collected:

8.4.1 You may provide personal information to us when communicating with us;
8.4.2 Should you enter a competition or participate in a promotion, we will ask for your name, address and e-mail address and any other relevant information about you;

8.5 How we use your information:

The detail or purposes for which personal information is used may include, but is not limited to:

8.5.1 We may use your information to confirm that your orders have been received;
8.5.2 We may use your information to validate you as a customer when using our services and emailing or calling our [help desk];
8.5.3 We may use your information to prevent and detect criminal activity, fraud and misuse of or damage to our services or networks;
8.5.4 We may use your information to prosecute those responsible; and/or
8.5.5 We may use your information to contact you to invite you to form part of our consumer panel or various research groups.

8.6 How long do we keep your information for?

The time periods for which we keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

8.7 Disclosing your information to third parties:

We may provide aggregate statistics about our sales, customers, traffic patterns and other website information to third parties, but these statistics will not include any information that could identify you.

8.8 When and where do we use cookies?

We allocate cookies during the registration process for our services. These cookies will hold information collected during your registration and will allow us to recognise you as a customer and provide you with the services you require.

8.9 How can you refuse or opt out of cookies?

Most browsers are set by default to accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all.

8.10 How can you manage your privacy preferences?

If you'd like us to stop processing your information for marketing purposes, please write to us at the address set out in clause 11 below.

8.11 The PAIA Manual

The Promotion of Access to Information Act 2 of 2000 ('the Act') also referred to as "PAIA" came into operation on 9 March 2001 and gives effect to the constitutional right of access to information that is enshrined in section 32 of the Bill of Rights contained in the Constitution of the Republic of South Africa, No. 108 of 1996 ('the Constitution'). Section 32 of the Constitution provides that everyone has the right to access any information held by the state or by another person, where such information is required for the exercise or protection of any legitimate rights and actively promote a society in which the people of South Africa have effective access to information to enable them to more fully exercise and protect all of their rights.

Click here to access our **PAIA Manual**.

8.12 The POPIA Privacy Policy

The Protection of Personal Information Act 4 of 2013, ("POPIA") on the other hand regulates, and inter alia, how Personal Information held, received, used and disseminated by a body or person in connection with another party / person is protected and the consent therefore required.

Click here to access our **POPIA Privacy Policy**.

9 Confidentiality

9.1 By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the products and/or services offered by Service Provider. You shall notify Service Provider should you discover any loss or unauthorised disclosure of the information.

9.2 Any information or material sent to Service Provider will be deemed not to be confidential, unless otherwise agreed in writing by the user and Service Provider.

10 Breach or cancellation by service provider

10.1 Service Provider is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Service Provider's right to claim damages, should any user:

10.1.1 breach any of these Terms;

10.1.2 in the sole discretion of Service Provider, use the Website in an unauthorised manner; or

10.1.3 infringe any statute, regulation, ordinance or law.

10.2 Breach of these Terms entitles Service Provider to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Service Provider on an attorney and own client scale.

11 Compliance with section 43(1) of ECT Act

In compliance with section 43(1) of the ECT Act, the following is noted:

(Insert all of the relevant information set out below)

11.1 Full name: Dynamic Solutions 1068 (Pty) Ltd t/a Dynamic Auctioneers

11.2 Registration number: 2018/014769/07

11.3 Physical address: 187 Gouws Avenue, Raslouw A.H., Centurion

11.4 Business WhatsApp number: 084 702 3766

11.5 Telephone number: 0861 155 2288

11.6 Website address: www.dynamicauctioneers.co.za

11.7 E-mail address: info@dynamicauctioneers.co.za

11.8 Names of office bearers Ronnie Botes and Leon Roux:

11.9 Registered at: South African Institute of Auctioneers;

11.10 The nature of each transactions will determine the products or services to be rendered and its associated complaints and disputes procedure, the Service Provider's policies, provision for the cooling-off period in section 44 of ECTA and/or the provision for the application of the National Credit Act 34 of 2005.

12 Compliance with laws

You shall comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to this Website.

13 Notices

Except as explicitly stated otherwise, any notices shall be given by email to ***info@dynamicauctoneers.co.za*** (in the case of Service Provider) or to the e-mail address you have provided to Service Provider (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Service Provider may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to Service Provider. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

14 General clauses

14.1 These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.

14.2 This Website is controlled, operated and administered by Service Provider from its offices within the Republic of South Africa. Service Provider makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.

14.3 Service Provider does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.

14.4 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.

14.5 Service Provider's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.

14.6 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of Service Provider.

14.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

14.8 The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

14.9 Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.

14.10 These Terms set forth the entire understanding and agreement between Service Provider and you with respect to the subject matter hereof.