

TERMS AND CONDITIONS INCLUDING RULES OF AUCTIONS

1 Application of these terms and conditions

- 1.1 Bid4Taxis is operated by GoBid Propriety Limited ("GoBid").
- 1.2 These terms and conditions apply to you and any person that you may represent ("you") whenever you access (log in to, browse through or otherwise land on) the Bid4Taxis web page. When you access or use this website, you accept and agree that these terms and conditions apply to such access and use of this website, and you are bound by them from the date on which you first access this website and on every occasion thereafter.
- 1.3 GoBid reserves the right, in its sole discretion, to amend these terms and conditions. You are bound to the version of the terms and conditions published on this website at the time of your visit to this website.
- 1.4 All transactions relating to the sale and purchase of minibus taxis sold by GoBid Proprietary Limited and/or its affiliates ("GoBid", "Bid4Taxis" or "we" or "us") in this website will be conducted according to these terms and conditions.
- 1.5 These terms and conditions regulate:
 - 1.5.1 how you use this Bid4Taxis website ("website") (including what you may/may not do on the website);
 - 1.5.2 what we may do if you do what you are not allowed to do on the website;
 - 1.5.3 how you bid for the products we display for sale on the website;
 - 1.5.4 your rights and responsibilities and our obligations when you transact with us through the website (including when the goods you bid for on the website are regarded as being sold to you and when/where you may collect the goods that you have successfully bid for);
 - 1.5.5 what information we require from you when you use the website, and what we do and may do with your information (including how we store and/or use your information within GoBid); and
 - 1.5.6 any other matter that comes out of your interactions with this website.
- 1.6 These terms and conditions are divided into 2 parts. The first part talks about your use of the website. The second part sets out the rules applicable to auctions hosted on this website.

PART 1: TERMS AND CONDITIONS REGULATING USE OF THE WEBSITE

2 Access to this website

- 2.1 You must acquire, maintain and licence all hardware, software, internet connectivity and telecommunications facilities in order to access and use this website.
- 2.2 GoBid may block your access to this website and/or your access to your profile on this website if we feel that you are not using this website or your profile on this website

according to these terms and conditions. You will have no claim against GoBid if we take such decision.

- 2.3 GoBid does not take any responsibility for any interruption in internet connection resulting in you being disconnected from the website during a transaction, be it your or GoBid's internet connection that fails, for any reason whatsoever, including the loss of a potential purchase or should your bid not be recorded due to the system disconnecting.
- 2.4 GoBid reserves the right to change, suspend and/or terminate this website (or any part of) without penalty and without notice to you.
- 2.5 GoBid permits access to this website on the basis that it excludes all representations, warranties and conditions of whatever nature. Accordingly, no member of GoBid and their respective directors, officers, employees, agents and contractors shall be liable to you or any third party for any loss, damage or expense of whatsoever nature that you or any third party may suffer as a result of accessing and/or using this website.

3 Use of this website

- 3.1 You may only use this website for the purpose for which this website is intended, namely the bidding for and potentially purchase of minibuss taxis and/or vehicles posted on this website for sale.
- 3.2 You may not use the website to break any law or to commit a criminal offence or to abuse or harass any person. Any member of GoBid may report your illegal or unlawful or criminal activity that you perform on/through this website. If we decide to do so, we do not have to notify you first.
- 3.3 This website captures and retains your activity on this website using cookies and/or other tracking technology to understand how visitors to this website use the website to, inter alia, customize this website for your specific use, gather and analyse aggregated information from the use of this website that can be sent to and utilized by GoBid and/or third parties.
- 3.4 If you do post or submit any information on this website, you are solely responsible for that information and GoBid takes no responsibility for any information that you post or submit through this website.
- 3.5 You are not permitted to post or send any information to or from this website which –
 - 3.5.1 you do not own or which you are not lawfully entitled to use, publish or disclose;
 - 3.5.2 is inappropriate or unlawful, or would be unlawful, to post or send (including, without limitation, any profanities, indecent language, information or images that are discriminatory, obscene, offensive, pornographic or defamatory in nature or that incites violence or criminal behavior) or any other items that we (in our sole discretion) regard as offensive);
 - 3.5.3 would result in criminal charges or a civil or delictual claim being brought against any member of GoBid or you;

- 3.5.4 could cause harm to GoBid and/or this website (including, without limitation, viruses, damaging code, corrupted data, trojan horses and/or any other harmful software, code or information).

4 Content on this website

- 4.1 GoBid is entitled, in its sole discretion, to change any of the information on this website without notice to you.
- 4.2 All information and all intellectual property rights on this website (including, inter alia, copyright, designs, trademarks, domain names and other original works, whether registered or otherwise) belongs to and is vested in the members of GoBid and you shall not acquire any right, title or interest in and to such information or intellectual property rights.
- 4.3 You may not copy, reproduce, publish, transmit, distribute and/or claim ownership of this website and/or any information and/or intellectual property that may be available on this website.
- 4.4 Although GoBid has taken all reasonable steps to ensure that the information on this website is correct, it does not provide any warranties regarding the correctness or completeness of information on this website.

5 Registration of and responsibilities in respect of your profile

- 5.1 In order to use this website and submit bids, you will be required to create and register a profile ("profile" or "user profile") on this website by submitting the information set out in 6 below. You will receive invoices from GoBid and not Bid4Taxis.
- 5.2 When you successfully register your user profile on this website you will receive an SMS notification which will confirm your login details. You are responsible for the security of your login details, and you must not disclose them to any third party who may use them to access your profile under this website without your permission.
- 5.3 If you allow another person to use your profile on this website and to purchase on your behalf, you (and not the third party) will be responsible for payment of the purchase price and for that third party's use of this website, and you will have no claim against us as a result of any action that you regard as being prejudicial to you and which we take because of your representatives' breach of these terms and conditions.

6 Personal information

- 6.1 As part of the process to register your profile under this website, we will require the following information from you -
- 6.1.1 full name (if you are a natural person, a sole proprietor or a member or a partnership) or your registered name (if you are an incorporated entity);
- 6.1.2 ID number (if you are a natural person) or your registration number (if you are an entity);
- 6.1.3 contact number;
- 6.1.4 email address;
- 6.1.5 physical address;
- 6.1.6 company details; and

- 6.1.7 VAT number if you are registered for VAT.
- 6.1.8 Supporting documentation (ID and Company Documents for FICA, need to be emailed to info@gobid.co.za in order to complete your profile with GoBid)
- 6.2 By using this website and providing the information set out in 6 above and/or any further personal information that you may provide to us, you hereby agree and consent that -
- 6.2.1 GoBid may share that information with (i) members of GoBid; (ii) any supplier of GoBid that may be involved in any aspect of your use of this website and/or any process or transaction arising from the submission of any bid by you;
(iii) any of the funders of GoBid; (iv) any professional advisor of GoBid; (v) the insurers of GoBid; and (vi) any regulatory body which has jurisdiction over GoBid or is otherwise entitled to request GoBid to furnish information to that regulatory body;
- 6.2.2 GoBid and any person or entity to whom GoBid may disclose your information in terms of 6.2.1 may use, process and store that information to –
- 6.2.2.1 complete any processes and/or transactions that may arise as a result of your use of this website (including, without limitation, the submission by you of a bid);
- 6.2.2.2 comply with any requests that you submit via this website;
- 6.2.2.3 comply with the requirements of applicable laws;
- 6.2.2.4 offer and market products to you. If you no longer wish to receive these communications, you may notify us and we will remove your information from our marketing lists.

PART 2: RULES OF THE AUCTIONS

7 The bidding process

This is how the bidding process will work -

- 7.1 In order to submit a bid on this website, you must first register your user profile which includes receiving your login details for this website;
- 7.2 after successfully registering your user profile, GoBid may (but is not obliged to) send, from time to time, written notifications to you in relation to vehicles that it is or intends on auctioning through or on this website;
- 7.3 each week, GoBid will publish information in respect of vehicles which it is willing to sell through this website (and such publication on this website shall constitute notice to you). GoBid will upload relevant information available to it in relation to those vehicles and, to the extent available, high-resolution photographs relating to those vehicles on the website. If any of the vehicles are subject to a reserve price, we will publish the reserve price on this website. If any other permitted conditions or charges apply in relation to the sale of a particular vehicle, we will also publish these on this website;
- 7.4 GoBid will determine and will publish the applicable closing date for you to submit your bid, which will not be earlier than 24 hours after publishing information regarding the auction of the relevant vehicles;

- 7.5 you must use your login details to log onto the website to access and review detailed information on the vehicles that GoBid has listed on this website for that week. You may download a PDF document (if available) containing such information and photographs of those vehicles;
- 7.6 you will be able to submit a bid during any period from the time that the bidding opens until the closing date published on the website. All bids have to be submitted through your profile on this website. Note that other users of this website may be considering to make an offer to purchase the same vehicle that you are considering to purchase. GoBid accordingly reserves the right to accept the offer that best meets its requirements for the sale of that vehicle. **GoBid does not have to accept your offer/bid;**
- 7.7 once the bidding process has closed on the closing date published by GoBid, GoBid will select the winning bid. GoBid will be entitled to select the winning bid in its sole and absolute discretion, considering various factors including the bidding price, the cost of delivery of the vehicle, any risks relating to the bids submitted, the credit risk of any particular bidders and their ability to pay the bidding price. GoBid's decision regarding the winning bid shall be final and binding on all parties;
- 7.8 Your bid excludes GoBid's standard fees of 5% Buyers Premium, R2365 doc handling fee and VAT.

8 Sale of the vehicle

- 8.1 Once GoBid accepts your offer/bid, a binding sale agreement will come into existence between you (or, if you are representing a third party, then that third party) and GoBid in terms of which GoBid sells the vehicle to you at the price that you offered in your bid on the basis that the vehicle is sold *voetstoets* (see clause 11 below).
- 8.2 You may accordingly not withdraw your bid after GoBid has accepted it, unless GoBid agrees in writing that you may withdraw your offer. If you withdraw your bid, the sale agreement terminates or is cancelled with immediate effect, and you have no rights in and to the vehicle. GoBid shall be entitled to deal with the vehicle in any manner it sees fit (including the right to relist the vehicle on this website and to open bids in relation to it).
- 8.3 If GoBid accepts your offer, the risk in and to the vehicle will pass to you when we send our notification to you that we have accepted your bid. **However, despite the passing of risk, GoBid will remain the owner of the vehicle until you pay GoBid in full for the vehicle.**

9 Payment of the purchase price for the vehicle

- 9.1 If GoBid accepts your offer/bid, it will send you a Sales Order via email setting out the amount that you must pay us for the vehicle, our banking details and any other documents that we require (including to comply with the applicable law e.g. FICA (Financial Intelligence Center Act of 2017)). If you are registered for VAT (value-added tax levied in terms of the Value-added Tax Act of 1991) and your bid is successful, you will be liable to pay VAT at the applicable prescribed rate.
- 9.2 You must pay the amount set out in the invoice in cash (without set-off or deduction) by way of electronic funds transfer within 1 business days of receipt of the invoice, failing which

GoBid has the right to cancel the sale of the vehicle to you and to put the vehicle on auction again.

- 9.3 When you pay the Sales Order in full and we have issued a Tax Invoice and Release Note, you become the owner of the vehicle.
- 9.4 Registration Papers will be transferred by GoBid to your name, and then sent via courier to you within 7 days of Invoice.

10 Collection of the vehicle

- 10.1 We will only make the vehicle available to you for collection when you receive a Release Note.
- 10.2 If you fail to collect the vehicle within 24 hours, GoBid may charge you a removal fee, storage fees, insurance and other expenses and any costs we incur, and you must pay those amounts before we release the vehicle to you.
- 10.3 You or the person collecting the vehicle on your behalf must present your original national identity document or a certified copy that is not older than 3 months or your driver's license. This will enable GoBid's representative to verify that he/she is releasing the vehicle to the correct person. If you do not provide these documents, we may refuse to release the vehicle. You must also sign the delivery note that we provide to you.
- 10.4 If you send another person to collect the vehicle on your behalf, you must provide GoBid's representatives with a written and signed (by you) power of attorney in which you authorise such person to represent you. If we do not receive this document, we may refuse to release your vehicle to your purported representative. Your representative must also sign the delivery note that we provide to them.
- 10.5 Full terms and conditions are available for all sales executed by GoBid on our [website](#).

11 Sale of vehicles is *voetstoets* and no warranties are given

- 11.1 All vehicles sold on this website are second-hand, used vehicles. Some of the vehicles may not be in working order, may not be roadworthy and may have been reconditioned, rebuilt or remade.
- 11.2 By submitting a bid, you confirm that you have sufficiently reviewed the quality of the vehicle. You have the right to inspect the vehicle in person at GoBid's premises. If you do not inspect the vehicle at GoBid's premises, you acknowledge that the information set out on this website about the vehicle (including the photographs and descriptions GoBid has provided) are sufficient and adequate for you to make your decision to make an offer.
- 11.3 **You understand and agree that the vehicles that GoBid sells through this website are sold "as is" (*voetstoets*) and with all the defects that we have disclosed to you in the information provided on this website (including the photographs and descriptions provided). GoBid accordingly gives not warranties whatsoever in relation to the vehicles. You will have no claim (including in relation to any latent or patent defects present in the vehicle) against GoBid, members of GoBid and their respective directors, officers, representatives, employees, agents, advisors or the administrator of this website.**

- 11.4 **You may not withhold payment of the purchase price on the grounds that the quality of the vehicle is unacceptable.**

12 General

- 12.1 GoBid is entitled to correct any error in relation to a transaction immediately when its representatives discover the error. GoBid will do this fairly but in its sole discretion.
- 12.2 If we do or say anything to reasonably, or in good faith, accommodate your requirements, our conduct does not mean that we lose our right to change these terms and conditions or to enforce them in their current form.
- 12.3 Any agreement or addition or variation or amendment which disagrees with/contradicts these terms and conditions is inapplicable unless GoBid confirms it in writing and signs it.
- 12.4 If any clause or term of these terms and conditions is invalid, unenforceable or illegal then that clause or term will be excluded from these terms and conditions, only to the extent of such invalidity, unenforceability or illegality. The remaining terms set out in these terms and conditions will continue in full force and effect.
- 12.5 GoBid selects the address set out in 13.1 as its domicilium citandi et executandi for purposes of the service of all documents, notices, legal processes and the like in relation to any matters arising from or under this website, any bid submitted through this website and/or any sale that may arise as a result of the use of this website.
- 12.6 You select the address that you submit when creating your profile as your domicilium citandi et executandi for purposes of the service of all documents, notices, legal processes and the like in relation to any matters arising from or under this website, any bid submitted through this website and/or any sale that may arise as a result of the use of this website.

13 Information required to be disclosed in terms of regulation 21 of the Consumer Protection Act regulations (published under Government Notice R293 in Government Gazette 34180 of 1 April 2011)

- 13.1 Details of entity auctioning vehicles:
- Name: GoBid Proprietary Limited
 - Address: 51 Matroosberg Street, Ashlea Gardens, Pretoria, 0081.
 - Contact details: 087 291 2886
- 13.2 These rules comply with section 45 of the Consumer Protection Act 68 of 2008, as amended ("CPA") and with the Consumer Protection Act regulations (published under Government Notice R293 in Government Gazette 34180 of 1 April 2011) ("CPA Regulations") (in particular, regulation 21 of the CPA Regulations)
- 13.3 As required by regulation 21(e) of the CPA Regulations, section 45(2) of the CPA provides as follows: *"When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction."*

- 13.4 The auction will commence on the date and at the time published on this website. It will not be delayed to enable any specific person or more persons in general to take part in the auction.
- 13.5 If you submit a bid on behalf of another person, you must produce a letter of authority meeting the requirements of regulation 26(3) of the CPA regulations in order to so bid on behalf of that person. If you are submitting a bid on behalf of a company, the letter of authority contemplated must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising you to do so.
- 13.6 All auctions of vehicles on this website are in the normal course of business conducted by GoBid and constitutes the voluntary disposal by GoBid of the vehicles. GoBid is entitled to submit a bid.
- 13.7 The bidders record, which GoBid is obliged to maintain in terms of regulation 26 of the CPA regulations and the vendor roll contemplated in regulation 28(4) of the CPA regulations are available for inspection during normal hours without the charge of a fee.
- 13.8 Other than the costs involving in the creation and hosting of this website, there are no other direct costs of advertising or conducting auctions through this website.