



VENDUEHOST USER TERMS OF SERVICE.

V14.8.20.a

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USER AGREEMENT

Introduction

Welcome to VendueHost's user agreement (the "User Agreement"). This User Agreement contains terms and conditions applicable to Your use of the services we host, as well as Your participation in live auction events conducted by an Auction House.

By using the services on the VendueHost System You are agreeing to the following terms and conditions.

Before You may become a member of VendueHost, You must read and accept all of the terms and conditions in, and referenced by, this User Agreement, our Privacy Policy and Conditions of Sale Terms (whether such terms and conditions are contained in the primary document itself or other related documents).

You acknowledge and agree that we may amend this User Agreement at any time, and from time to time, by posting the amended terms on our website. Unless, and only to the extent, expressly stated to the contrary herein, all amended terms and conditions shall automatically be effective

on a prospective basis once they are posted on our site. Accordingly, You are encouraged to periodically review our terms of use for any such changes and/or amendments.

1. Definitions

In this document, the following expressions have the following meanings unless the context requires otherwise:

"Absentee Bid" A bid made by a person who may not attend the Auction but submits, in advance, a written or oral bid that is the top price he/she will pay for a given property.

"Access" means to enter the VendueHost website and view or download any Data held on the VendueHost System;

"Auction" means a sale in which each Lot is sold to the highest bidder where the bid equals or exceeds the Auction House's reserve price, in accordance with the Conduct of Auction;

"Auction House" means the entity or auction house Listing an Auction or Lot on the VendueHost System;

"Auction House Terms and Conditions" means the terms and conditions of an Auction House for the sale of items through the VendueHost System and includes the Auction House's selling terms and conditions and rules of auction;

"Business Day" means a day that is not a Saturday, Sunday or public holiday in South Africa;

"Buyer's Premium" An additional service charge, for which the Purchaser is responsible, may be added to the price of sold items. If so, this will be indicated on the item page;

"Catalogue" means any document or record including any graphics, photographs or other media containing a Listing for a Lot for sale on the VendueHost System;

"Data" includes any material of whatever nature in whatever format on or available through the VendueHost System including, without limitation, Listings, Catalogues, bid bases, reserve prices, bids, limit bids, carcass measurements, kill data, assessor performance data, market reports, audio and video broadcasts; and personal information

"Enter" means to upload Data on the VendueHost System;

"Force Majeure" means any event or circumstance beyond the reasonable control of the affected party and not attributable to the party's own act, error, omission, fault or negligence, and which prevents the affected party's performance of its obligations in accordance with the User Agreement or Sale Terms as applicable and includes war, strike, act of terrorism, riot, crime or uncontrollable natural forces such as storm, flood or fire, but does not include market supply or price variance to the Vendor's Terms and Conditions at the time of Delivery, adverse seasonal conditions not physically preventing Delivery, mechanical failures, or delayed shipping;

"Intellectual Property" means all industrial and intellectual property rights, both in South Africa and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's rights, trade

secret, knowhow, right in relation to semiconductors, and circuit layouts, trade or business or company name, indication or source of appellation of origin or other proprietary rights, or right of registration of such rights;

"Listing" means any Lot listed for sale on the VendueHost System by an Auctioneer;

"Login Information" means the information required to log into the VendueHost platform, including, but not limited to username and password;

"Lot" means any item listed for sale on the VendueHost System by an Auction House;

"Loss" means any loss of whatever nature including, without limitation, loss of contracts, loss of business, loss of revenue, loss of profits, loss of anticipated savings, loss of data, loss of goodwill or reputation, or any other special, indirect or consequential loss or damage whether arising under contract, statute, delict, in equity or at common law;

"Online Auction" means an Auction that is for online bidders only and is not conducted in front of a traditional live audience; Also referred to as "Cloud Auction" on VendueHost Platform.

"On-site Auction" means an Auction that is conducted in front of a live audience at a physical location where the items for sale are located;

"Privacy Policy" means VendueHost' privacy policy as amended or substituted from time to time;

"Purchaser" means a User purchasing a Lot on the VendueHost System and includes an agent;

"User" means anyone who wishes to participate on the VendueHost platform for the purpose of bidding on Online Auctions or at On-site Auctions and includes You where applicable in the context;

"User Agreement" means the terms and conditions applicable to any person who Accesses or uses the VendueHost System or website, including the Conditions of Sale Terms;

"VendueHost" means WIBAKOR CC 1997/03579/23 and any employee, agent, consultant, adviser, contractor, sub-contractor, representative or affiliate;

"VendueHost System" means the digital online Auction platform for the sale of items made available by VendueHost at www.venduehost.com or at such other domain as VendueHost nominates from time to time but does not include any users' terminals or any means of communication from a User to the Internet;

"You" or **"Your"** means You, the person agreeing to this User Agreement for purposes of making use of the VendueHost System.

2. Auction Eligibility

Each Auction House that conducts a live auction will have its own eligibility requirements that must be met in order for You to participate in that auction. You may be required to apply for and obtain approval in order to participate in a specific Online Auction. Approval to participate in one Auction does not guarantee approval to participate in any other Auction, conducted either by that Auction House, or another Auction House. Each Auction House has sole and absolute discretion to refuse to approve Your eligibility for any Auction.

3. Fees

The VendueHost platform itself is offered to You free of charge. Each Auction House may charge a Buyer's Premium as well as shipping, handling, and other fees when You purchase a Lot at an Auction. These fees are subject to change depending upon the Auction House and the particular item for sale, and are set by the Auction House.

4. Services

We are not an Auction House and are not conducting the Online Auctions. The VendueHost System is a digital online platform that allows Auction Houses to Auction items in a variety of pricing formats and locations. Our services allow You to participate in Online Auctions conducted by the Auction Houses. We are solely a passive conduit to facilitate communication between You and the Auction House. The Contract of Sale is made directly between You and the Auction House. VendueHost does not buy, sell, or market any Lot listed for sale and is not a party to the sale process of any Lot or any Contract of Sale. We reserve the right in our sole and absolute discretion to change some or all of our services at any time.

5. Compliance with Laws

You acknowledge and agree that the use, purchase, distribution, promotion, advertising, and sale of certain products are subject to national laws and regulations, You further acknowledge and agree that VendueHost's role with respect to the sale of products is limited to providing a conduit through which a prospective Purchaser is able to participate in an auction. VendueHost does not review or evaluate the products auctioned, or verify the descriptions given or claims made, by Auction Houses regarding the products. You expressly represent that You shall comply with all applicable laws and regulations relating to Your use, purchase, and distribution of any products that You bid upon or purchase through the VendueHost System (hereinafter, the "Regulations"), including, but not limited to, (i) the Fire Arms Control Act, 60 of 2000, (ii) the Consumer Protection Act, 68 of 2008, and the (iii) Protection of Personal Information Act, 4 of 2018. You shall at all times defend, indemnify and hold VendueHost, its shareholders, members, partners, officers, directors, employees, agents, parent, subsidiaries, affiliates, joint ventures, and successors and assigns, harmless from, and against, any and all causes of action, suits, claims, demands, judgments, liabilities, losses, damages, awards, penalties, fines, costs and expenses (including, but not limited to, reasonable attorney's fees) of any nature or kind, arising under or resulting from: (i) Your use, purchase, or distribution of any products in violation of any Regulations; (ii) Your use of VendueHost in connection with the purchase of any products subject to any Regulations; and (iii) Your alleged or actual violation or breach of any Regulations.

6. Auction House Listings

The Auction House will list available items on which You may bid. Auction dates and times, as well as the number, character, and order and schedule of the items to be auctioned, are set by the Auction House and are subject to change without notice. Individual Lots and items may be modified or changed at any time. Some lots and items that are made available on the auction floor will not be included in the Online Auction services. We do not control the information that is provided by the Auction House, which is made available through our system. We also do not guarantee that the Auction House maintains proper auctioneers' licenses or complies with all applicable laws, rules, and regulations.

7. Bidding, Buying and Conditions of Sale.

The terms and conditions for participation in each Auction, including how bids are accepted, rules governing absentee bids, bid increments, bid retraction and cancellation, the conditions the Purchaser must meet to purchase an item, as well as the specific conditions of sale (such as warranties, shipping costs, insurance, and the like) may change for each auction at the sole discretion of the Auction House. The Auction House is required to post its Auction House Terms and Conditions and to maintain such terms throughout the auction period. You agree to be bound by those bidding terms and conditions of sale by agreeing to this User Agreement. This User Agreement, in addition to those Auction House Terms and Conditions, governs Your bidding activity, as well as Your participation in each Auction. The Auction House acts as an auctioneer and makes the sole, final determination with respect to bidding on the item, the sale of the item, and the resolution of any disputes. All matters relating to a refund or return of won items are also determined by the outlined terms and conditions of the Auction House.

8. Video and Audio

Any audio or video aspects of an Online Auction event are for entertainment purposes only.

9. Use of Images

VendueHost has the right to use, on its website and in advertising and promotional materials, images (including photographic images) of items being sold or that have been sold on its website, including images of items which have been purchased through the site.

10. Use of VendueHost

VendueHost will work to keep our sites and services working properly and safely. Please report problems, offensive content, and any policy violations

to us. (b) Without limiting our remedies, it is understood that we may limit, suspend, or terminate our services and user accounts, prohibit access to our sites, delay or remove hosted content, and take technical and legal steps to keep Users off our sites if we believe that they are misusing, abusing, or interfering with the provision of our services, engaging in unlawful conduct, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

11. Abuse of VendueHost System

Much of the information on the site is updated on a real-time basis and is proprietary or is licensed to VendueHost by our Users or third parties. By accessing and using the VendueHost System, You agree that You will not:

- (a) inappropriately post, upload or interfere with content or items in connection with any Lot;
- (b) infringe any laws, agreements, third party rights or VendueHost policies;
- (c) use the VendueHost System if the User is not able to form legally binding contracts, is under the age of 18 (except where there is written consent provided from a parent or guardian), is suspended from using the VendueHost System or has had User rights terminated;
- (d) fail to pay for any Lot purchased;
- (e) manipulate or game any auction, sale process or the price of any Lot, or interfere with other Users' Listings or any Data or categories on the VendueHost System;
- (f) post false, inaccurate, misleading, defamatory, libellous, unlawful or offensive content (including personal information);
- (g) distribute or post spam or unsolicited or bulk electronic communications;
- (h) distribute viruses or any other technologies that may harm the VendueHost System or the interests or property of VendueHost Users;
- (i) copy, modify or distribute content from the VendueHost System, or VendueHost's copyrights and trademarks;
- (j) harvest or otherwise collect information about Users, including email addresses, without their consent;
- (k) engage in screen-scraping activities or use any robot or spider or other automated means to access the VendueHost System for any purpose;
- (l) use any Data or material from the VendueHost System whether by way of reverse engineering, decompilation, the creation of derivative works or otherwise without the prior written consent of VendueHost or relevant third party;
- (m) commercialise any aspect of the VendueHost System or harvest any Data or lists of Data, including names, addresses and contact details for any purpose without the relevant Users' prior written consent; or
- (n) hack or do anything to undermine the reputation, integrity, operation or functionality of the VendueHost System, including anything that may undermine any feedback or ratings systems maintained by VendueHost.

12. Access to VendueHost

- 12.1 To participate on the VendueHost System You must register with VendueHost as a User first by submitting such forms and details as VendueHost may designate from time to time and comply with any applicable terms and conditions of use specified by VendueHost from time to time.
- 12.2 VendueHost may accept or reject an application in its absolute discretion or impose such conditions as it sees fit from time to time.
- 12.3 Any registered User will comply with any requirements concerning User names and passwords. VendueHost will give each registered User a User identification code and User ID. A registered User will be able to set a password.
- 12.4 A registered User shall quote his User identification code and/or User ID as required in relation to all transactions through the VendueHost System and all dealings with VendueHost.
- 12.5 A registered User shall keep their Login Information confidential and observe any security instructions given by VendueHost. A registered User will immediately notify VendueHost in writing of any improper disclosure or use of his User identification code or his password.
- 12.6 A registered User is bound by any transaction, including a bid at an On-site Auction or the Online Auction, using his User identification code and his password.
- 12.7 A registered User can deactivate his User ID or his password by notice to VendueHost.
- 12.8 A registered User shall give immediate notice in writing to VendueHost of any change in the particulars supplied in relation to registration.

13. Privacy

Any information You provide to us, and Your use of information available on our websites, is governed by our [Privacy Policy](#). Any information You provide to the Auction House or other third parties is governed by their respective privacy policies. We do not sell or rent Your personal information to third parties for their marketing purposes without Your express consent. We use Your information only as described in the VendueHost Privacy Policy. We consider protection of our Users' privacy as a high priority. We store and process Your information on computers located in South Africa that are protected by physical as well as technological security devices. You can access and modify the information You provide. We use third parties to verify and certify our privacy security methods. For a complete description of how we use and protect Your personal information, please review the VendueHost Privacy Policy. If You object to Your information being transferred or used in this way, please do not use our services.

14. No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

15. Variation of Terms.

VendueHost may amend, modify, add or remove any of these terms and conditions at any time, and from time to time. If we do so, we will post such changes on this page. If any future changes to these terms and conditions are unacceptable to You, You should discontinue using the services. Your continued use of the services now, or following the posting of notice of any such changes, will indicate Your acceptance of these terms and conditions, and of any such changes.

16. Release

Since we are not involved in the actual transactions between buyers and Auction Houses, in the event that You have a dispute with an Auction House, You hereby release VendueHost (and our shareholders, members, partners, officers, directors, employees, agents, parent, subsidiaries, affiliates, joint ventures, and successors and assigns) from causes of action, suits, claims, demands, judgments, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes.

17. Intellectual property rights

17.1 You acknowledge:

- (a) that the Intellectual Property in the VendueHost System vests in VendueHost;
- (b) that the Intellectual Property in any material uploaded onto the VendueHost System becomes the property of VendueHost; and
- (c) the results of the sale of any Lot may be provided to third parties and may subsequently be published.

17.2 Without prejudice to any other provision of the User Agreement or applicable Conditions of Sale Terms, You may not in any form or by any means copy, adapt, reproduce (other than for the purpose of accessing and using the VendueHost System), store, modify, reverse engineer, distribute, print, upload, display, perform, remove any credits, publish post frame within another website or create derivative works from any part of the VendueHost System or commercialise any information or content obtained from any part of the VendueHost System without VendueHost' prior written consent or, in the case of third party material, from the owner of the relevant Intellectual Property in that material.

17.3 You warrant that any material provided or uploaded to VendueHost will not infringe any third party Intellectual Property and that You have the necessary rights to grant the rights to VendueHost as set out in clause 17.

17.4 You agree to the terms of the Privacy Policy and acknowledge that VendueHost will handle personal information in accordance with the Privacy Policy.

18. Publication and confidentiality of Data

You authorise:

- (a) the inclusion of summaries of sales in market reports compiled by VendueHost or any other person on instruction from VendueHost, or in any derivative works by any other person, and the access by all other Users of those market reports; and
- (b) the commercialisation by VendueHost in any way of any information, content or Data supplied by or derived from any User or compiled by VendueHost or any other person on instruction from VendueHost in connection with the operation of the VendueHost System and business.

18 Disclaimer

18.1 VendueHost has no control over and does not make any representation in relation to, nor guarantee nor accept any liability for:

- (a) the existence, quality, condition, safety or legality of any Lot advertised;
- (b) the truth, completeness, or accuracy of any content, Data, specifications or Listing, or the content referable to any Auction House or other person;
- (c) the capacity of an Auction House to sell any Lot;
- (e) that an Auction House will complete a transaction of whatever nature;
- (f) the completeness, truth or accuracy of any content or information on the VendueHost website or any derivative work whether provided by VendueHost, any Auction House or any other person.

18.2 When providing feedback on the VendueHost System, you agree not to:

- (a) submit material that is copyrighted, confidential or otherwise subject to third party proprietary rights, including privacy rights, unless You are the owner of such rights or have permission from the owner to post the material and to grant rights to VendueHost as set out in clause 17;
- (b) publish falsehoods or misrepresentations that could damage VendueHost or any third party;
- (c) post or transmit any material or information which is offensive, defamatory, obscene, unlawful, misleading, deceptive, vulgar, harmful, threatening, abusive, harassing, ethnically objectionable, or is otherwise inappropriate; or
- (d) impersonate another person.

18.4 VendueHost does not endorse any User opinion, recommendation, or advice expressed through the feedback mechanism on the VendueHost System, and expressly disclaims any and all liability in connection with any User feedback provided including liability relating to breaches of third party's proprietary rights and claims for defamation.

18.5 The information and Data on or referable through the VendueHost System is not, and is not intended to constitute advice or the making of any recommendation or representation of whatever nature. You should not act or omit to act on the basis of any of the information and Data on or referable through the VendueHost System without first satisfying Yourself

- as to the completeness, truth or accuracy of any such information and Data. You should seek independent technical, expert and legal advice.
- 18.6 Without prejudice to any other provision of this User Agreement or applicable Conditions of Sale Terms, VendueHost has no liability for any Loss incurred by any User or any other person as a result of reliance by a User or any other person on the information and Data contained on or referable through the VendueHost System, or in relation to any derivative work derived from such.
- 18.7 You are responsible for taking Your own precautions to ensure that the process that You employ for accessing and using the VendueHost System does not expose You or any other person to the risk of viruses, malicious computer code, or other forms of interference which may damage Your computer(s) or communications systems or networks. For the avoidance of doubt, VendueHost does not accept responsibility to any User or any third party for any viral attacks, hacking, interference or damage to any User computer or communications systems or networks which arises in connection with any use of the VendueHost System or any linked website, including, but not limited to any delays or disruptions in the use or operation of the VendueHost System, any misdescriptions or errors on the VendueHost System, or any bugs, viruses or other malware received due to accessing the VendueHost System, or the loss, deletion, impairment, corruption, misfiling or mis-categorisation of any information, content or Data.
- 18.8 You accept sole liability for Your acts, errors and omissions and the legality of any information, content or Data which You upload or reference directly or indirectly on or through the VendueHost System
- 18.9 You accepts that there are risks when trading online and using the VendueHost System, including dealing with fraudulent persons. You may not hold VendueHost liable for the information, content or Data on or referenced through the VendueHost System or the acts, errors, omissions, fault or negligence of any third party.
- 18.10 When a Purchaser buys a Lot from an Auction House, each enters into a Contract of Sale with each other and a legally binding contract is made. You must ensure that You comply with Your obligations to that Auction House and are aware of any laws relevant to the Auction House. If an Auction House breaches any obligation toward You, it is You and not VendueHost who is responsible for enforcing any rights that You may have.
- 18.11 You are responsible for ensuring that Your, Data, bidding and any other activities conducted on the VendueHost System are lawful. VendueHost does not police the activities of any User. You must ensure that You comply with all applicable laws in South Africa and other countries as applicable. You must also ensure that You strictly comply with these User Agreement terms, applicable Conditions of Sale Terms and any other policies as notified by VendueHost from time to time.
- 18.12 VendueHost is not liable to You or any other person for payment in respect of any Lot sold through the VendueHost System.
- 18.13 Without prejudice to any other provision of this User Agreement or Conditions of Sale Terms, the You shall indemnify VendueHost on demand

against all claims for payment in respect of any Lot sold through the VendueHost System.

- 18.14 VendueHost is not liable for any Loss or any other indirect loss or economic loss (including pure economic loss) of whatever nature incurred by any User or to any third party in connection with the VendueHost System, its use or any information, content or Data on, referenced or available through it.
- 18.15 If You have a dispute with one or more Users, You release VendueHost (and VendueHost' officers, directors, agents, subsidiaries, joint ventures and employees) from all claims, demands, Loss, direct loss and economic loss (including pure economic loss) of whatever nature, costs and expenses arising out of or in any way connected with such disputes.
- 18.16 You shall indemnify VendueHost on demand against all Loss, any direct and economic loss (including pure economic loss) of whatever nature, and any other claims, costs and expenses incurred or made against VendueHost by any person in connection with Your use of the VendueHost System.

19. Warranties

VendueHost excludes all implied warranties, terms and conditions to the maximum extent permitted by law. We and our suppliers provide our web site and services "as is" and without any warranty or condition, express, implied or statutory. without limiting the foregoing, we do not warrant that the service will be uninterrupted or error free, or that bids will be received by the Auction House or information regarding current price will be transmitted in a timely fashion. nor do we guarantee the performance of any obligations by an Auction House. we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

20. Malfunction of VendueHost System

VendueHost does not guarantee continuous or uninterrupted service of, or secure Access to, the VendueHost System. The operation of the VendueHost System may be interfered with by numerous factors outside of VendueHost' control. VendueHost is not liable to any person for any Loss, or any direct or economic loss (including pure economic loss) of whatever nature due to any malfunction, corruption, interruption, security breach or break down of the VendueHost System (including any communications network), the act, error, omission, fault or negligence of VendueHost or any User or third party, or any non-receipt, non-transmission or loss of Data by the VendueHost System

21. Variation of Functionality

VendueHost may vary any of the functions or services of the VendueHost System or any hardware or software included in the VendueHost System, and

will not be liable to any person for any change in functionality, performance or specifications by reason of any such variation.

22. Suspension and termination of registration

22.1 Despite any other provision of the User Agreement or Sale Terms, VendueHost may restrict, suspend or terminate the registration of a User for any reason at any time and without the need to provide notice. The restriction, suspension or termination will take effect immediately or from the date specified by VendueHost.

22.2 Upon the restriction, suspension or termination of Your registration as a User, You remain liable to comply with any applicable obligations arising out of the Access and use the VendueHost System and website and for any debt, Loss, other liability or obligation incurred in relation to any sale, and for any claim arising from failure to comply with the User Agreement or Conditions of Sale Terms.

23. Force Majeure

VendueHost will not be in breach of these User Agreement terms or be liable for any failure or delay in the performance of VendueHost' obligations under these User Agreement terms to the extent that the failure or delay is wholly or partially, directly or indirectly, caused by a Force Majeure event or any breach, fault, error, act, omission or negligence of any User.

24. Entire agreement

This User Agreement, together with the Conditions of Sale Terms, constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

25. Assignment

You may not assign the performance or any part of these User Agreement terms without the prior written consent of VendueHost.

26. Governing law and jurisdiction

26.1 This User Agreement and the Conditions of Sale Terms and any matter arising out of or in connection with any subject matter governed by those terms are governed by the laws of South Africa. You agree to the exclusive jurisdiction of the courts of South Africa in relation to any matter in connection with the User Agreement and the Conditions of Sale Terms.

26.2 If You access this website in a jurisdiction other than South Africa, the User is responsible for compliance with the laws of that jurisdiction, to the extent that they apply.

26.3 If any dispute should arise between the parties regarding this agreement, or if it should become necessary for us to institute legal action in order to enforce any of our rights in terms of this agreement you hereby agree to the jurisdiction of the Bloemfontein magistrates' court. This clause does not however preclude us from instituting action in the high court if we consider it necessary to do so.

27. Severability

If any of the provisions or part of a provision of this User Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions or provision will not be prejudiced unless the substantive purpose of this User Agreement is then frustrated, in which case either party may terminate the User Agreement forthwith on written notice.

28. Waiver

No forbearance or delay by VendueHost in enforcing its rights will prejudice or restrict its rights, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

29. Interpretation

In this User Agreement and Conditions of Sale Terms:

- (a) headings are for ease of reference only and do not affect the interpretation of the User Agreement or Conditions of Sale Terms;
- (b) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party for the purposes of this User Agreement and Conditions of Sale Terms and references to "User Agreement" or "Conditions of Sale Terms" includes any applicable schedules or annexures;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this User Agreement or Conditions of Sale Terms) is to that document or agreement including this User Agreement or Conditions of Sale Terms as amended, supplemented, varied or replaced from time to time;
- (e) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, consolidated, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (f) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (g) a reference to a person includes a corporation, trust, partnership,

unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;

(h) a reference to 'month' means calendar month;

(i) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;

(j) a reference to applicable law is to any relevant law (including any subordinate or delegated legislation or statutory instrument of any kind) of a jurisdiction in or out of South Africa, and also to any relevant judgment, order, policy, guideline, official directive, code of conduct, authorisation or request (even if it does not have the force of law) of any Government agency, competent authority or regulatory body, within or outside South Africa;

(k) a singular word includes the plural and vice versa;

(l) the masculine includes the feminine and vice versa and also includes the neuter;

(m) a provision of the User Agreement or Sale Terms is not to be construed against the interests of a party merely because that party proposed the provision or was engaged in drafting it; and

(n) a reference to a "day" is to be interpreted as commencing at midnight and ending 24 hours later.



CONDITION OF SALE

Conditions of Sale Terms apply to all sales

All sales made through the VendueHost System shall be subject to the User Agreement, the Conditions of Sale Terms, any terms or conditions nominated in the Listing or Catalogue and/or the Auction House Terms and Conditions where applicable.

Any reference to the User Agreement in any document, except this one, includes a reference to these Conditions of Sale Terms.

Auction Terminology

The terminology listed below together with the definitions and terminology used in the User Agreement is applicable to these Conditions of Sale and Auctions in general, please familiarise Yourself with it. Capitalised words used in this document but not defined, is defined in the User Agreement.

"Absentee Bidder" A person who may not attend the sale but submits, in advance, a written or oral bid that is the top price he/she will pay for a given property.

"Absentee Bid/Proxy Bid" A bid on an item that a bidder leaves without being physically present. VendueHost will allow bidders to leave a bid on any item listed online by an auto bidding function. All bids are kept

confidential from the auctioneer and other bidders. At the time of the online auction, the bidding system will attempt to execute Your bid at the lowest cost possible.

"Appraisal" The act or process of estimating value.

"As Is" Also known as "as is, where is" and "in its present condition." Typically, this is a sign that no return privileges will be granted.

"Auction House" The entity selling goods and property in a public forum through open and competitive bidding. Also referred to as: public auction, auction sale or sale.

"Bid" A prospective buyer's indication or offer of a price he/she will pay to purchase property at auction. Bids are usually in standardized increments established by the auctioneer.

"Bid History" A historical list of all the bids made on a particular auction during or after the auction.

"Bid Increments" The standardized amount an item increases in price after each new bid. The auction service sets the increment, which rises according to the present high bid value of an item.

"Bidder Number" The number issued to each person who registers at an auction.

"Buyer's Premium" An additional service charge, for which the buyer is responsible, may be added to the price of sold items. If so, this will be indicated on the item page.

"Carcass weight basis" where the price is the amount per kilogram for the aggregate weight ascertained by certified abattoir scales of the carcasses of all livestock in the Lot subject to adjustments for bruising;

"Catalog or Brochure" A publication advertising and describing the goods and property(ies) available for sale at public auction, often including photographs, property descriptions and the terms and conditions of the sale.

"Competing bid" During a sale, the auctioneer may be accepting competing bids for an item from various sources; these include (but are not limited to):

- bids from an in-house audience
- telephone bids
- book bids
- absentee bids
- other bidding platforms

"Commission" The fee charged to the seller by the auctioneer for providing services—usually a percentage of the gross selling price of the property established by contract (the listing agreement) prior to the auction.

"Estate Auction" The sale of property left by a person at his/her death. An estate auction can involve the sale of personal and/or real property.

"Grading" The process for determining the physical condition of an item. Different items have different grading systems.

"Hammer Price" Price established by the last bidder and acknowledged by the auctioneer before dropping the hammer or gavel to indicate a sale is completed.

"Liveweight basis" where the price is the amount per kilogram for the aggregate liveweight

"Lot" An item or set of items for sale in an auction, lots are normally denoted by a "lot" number.

"Online Auction" An auction that is for online bidders only and is not conducted in front of a traditional live audience. Also called a Cloud Auction.

"On-site Auction" An auction that is conducted in front of a live audience at a physical location where the items for sale are located.

"On-site Bidder" A bidder who is physically participating at the auction venue.

"Outbid" To submit a maximum bid that is higher than another buyer's maximum bid.

"Preview" Specified date and time a property is available for prospective buyer viewing and audits in advance of the sale. Also known as open house or inspection.

"Per head basis" where the price is the amount per head for all livestock in a Lot;

"Reserve or Reserve Price" The minimum price that a seller is willing to accept for an item to be sold at auction. This amount is never formally disclosed.

"Standard Bid Basis" is a bid expressed as amount (at the currency of Auction House's resident country) per head, unit or kilogram equivalent exclusive of taxes, duties, levies or any other charges;

"Starting Price" The likely starting bid for a given auction, set by the Auction House at the time of listing.

"Sniping" The practice, in a timed *Online Auction*, of placing a *bid* likely to exceed the current highest *bid* as late as possible—usually seconds before the end of the *auction*—giving other bidders no time to outbid the *sniper*.

"Unit Basis" where the unit is specified by the Auctioneer depending upon the commodity which is the subject of the Lot.

"You" or **"Your"** means You, the person agreeing to this User Agreement for purposes of making use of the VendueHost System.

Invoice Terminology

Should You be the winner of a lot, Your invoice amount for that lot is calculated with reference to the following invoicing terms:

"YOUR BID" reflects Your offering price for a SINGLE Unit of the total available quantity

" +VAT" indicated as **"Y"** (YES), means VAT (VALUE ADDED TAX) will be added to YOUR BID.

VAT % is charged at the rate of the Auction House's resident country.

YOUR BID is always VAT exclusive.

"+ECB%" means, buyer's commission and the VAT calculated on buyer's commission will be added to YOUR BID. YOUR BID is exclusive of the buyer's commission and the VAT payable in respect thereof. VAT % is charged at the rate of the Auction House's resident country.

The **"BID TOTAL"** is YOUR BID plus optional VAT% plus optional %ECB, this BID TOTAL will be multiplied with the UNITS as follows to obtain the invoice amount for that lot:

- **Livestock, game & small stock calculated Per Head Basis:**
Your Bid is Per Head,
BUT You are purchasing ALL the animals in that lot,
thus: BID TOTAL x UNITS
- **Livestock, game and small stock calculated by Liveweight or Carcase Weight:**
You bid is per Kilogram,
BUT You are purchasing the entire Liveweight or Carcase Weight in that lot,
thus: BID TOTAL x UNITS
- **Other types of goods with single (one) UNIT in the lot:**
Your bid is for, and You are purchasing, that single unit,
thus: BID TOTAL x 1
- **Other types of goods with multiple (more than one) UNITS in that lot:**
As winner of the bid You will have the opportunity to REQUEST how many Units You want to purchase. (the remaining Units will be available for the 2nd place bidder, then 3rd, ... etc.).
Your bid is for a single Unit,
BUT You decide how many Units You want to buy,
thus: BID TOTAL x UNITS REQUESTED

Auction House Reliability

VendueHost does not warrant the integrity or creditworthiness of any Auction House and in particular does not provide or conduct any review or assessments in connection with an Auction House.

Bidder as a principal

A bidder is deemed to be bidding on his own account as principal. Where a purchase is made by an agent, he shall be deemed to be the Purchaser and shall be so referenced in the sale confirmation notice.

Warrant of Agency

If You bid and/or purchase Lots in Your capacity as agent of a Bidder or Purchaser, You warrant that You have been duly authorised to enter into and conclude such transactions.

If You purchase a Lot in Your capacity as agent of a Purchaser and it is found that You lacked the necessary authority to conclude such transaction You will be held personally liable for payment of the Lot or for damages suffered and/or costs incurred in re-advertising and relisting the Lot.

Standard Bid Basis

Each bid will be converted by the VendueHost System into a bid on the Standard Bid Basis.

Making a bid

A bid is made only when it is recorded in the VendueHost System bidding log or, in the case of an on-site Auction, has been accepted by the Auctioneer.

VendueHost may refuse to accept any bid that in its opinion is not in the best interests of the Auction House.

Advance of bidding

A bidder may advance only by the Bid Increments available on the VendueHost System and selected by VendueHost or the Auctioneer for the Auction.

Withdrawal of bids

A bidder may not withdraw a bid. Where the bid was mistakenly placed by the bidder, the Auction House may, in its sole discretion, allow the withdrawal of a bid. If the Auction House permits the withdrawal of a bid the bidder is liable for any difference in price between the withdrawn bid and the bid of any successful underbidder where the underbidder's bid is lower and the underbidder is willing to accept and any associated selling costs if required to relist.

The Auction House reserves the right to withdraw any lot before and during the Auction commences.

Compliance with Auction House's restrictions

Where the Auction House has imposed conditions, bidders must not make bids inconsistent with those conditions. VendueHost or Auction House as applicable

may refuse to take any such bid or cancel any contract resulting from any such bid.

Compliance with Contract of Sale

You must comply with Your obligations under the contract of sale, including in relation to the payment obligations of the Purchaser.

Taxes

All Auctions shall be conducted on the basis that the bid and sale price shall be exclusive of Taxes Where applicable, Taxes are to be added after the conclusion of the Auction to those Lots sold, or deemed to be sold.

Warranties

All lots are sold S.T.C. (subject to confirmation) from Auction House.
All items are sold voetstoots and "AS-IS".
Availability of lots are NOT guaranteed.

Eligibility

Registration approval from the Auction House is not guaranteed. Each Auction House has sole and absolute discretion to refuse to approve Your eligibility for any Auction.

VendueHost is just a platform

It is explicitly stated that VendueHost is NOT a party to Your transaction with the Auction House in any way, shape or form, VendueHost only facilitates the bidding procedure on the VendueHost platform on behalf of the Auction House.

VendueHost accepts no responsibility for the settling of contractual disputes nor will it get involved therein. This site only captures Your bids and report on the said bids to the Auction House.

All invoicing is done by the Auction House directly.

Auction Closing and Extension

Each auction itself has a closing time, but a closing time is also maintained for each lot separately.

To avoid "sniping" on the VendueHost platform, the system will take a successful bid if it is within a set number of minutes AFTER the closing time of the lot, and

this bid will EXTEND the closing time on that LOT by an additional set number of minutes. This will continue until no more bids is received within the set number of minutes from the new stated closing time for that lot.

This extension period will be stated for each auction separately.

Functionality

The availability and successful functioning of the VendueHost platform is dependent upon numerous third parties and service providers. VendueHost will endeavour to take reasonable care to ensure the accuracy of information and the availability of the VendueHost platform, but makes no representations, warranties or guarantees. As such, the VendueHost platform is provided on an "as is" and "as available" basis. VendueHost provides no guarantee for nor warrant the constant, uninterrupted, error-free, or secure availability of the platform. VendueHost shall not be held responsible for any uncontrollable events nor for outages on its systems, or any other cause beyond its control including power outages, disruptions, internet connectivity disruptions or failure, malicious software attacks and infringement, or failure of any third party.

Routine Maintenance

The VendueHost System undergoes daily routine maintenance, for this reason there will be daily down-time of the platform without notification at unspecified times.

Support

Only EMAIL support is provided to bidders of the VendueHost platform and ONLY in regards to functioning of the VendueHost website itself. Please contact the Auction House directly for any auction, lot or transaction related issues. No after-hours or weekend support is provided. Support times is strictly Monday to Friday, from 9h00 to 16h00, excluding South African public holidays.

Email address: helpdesk@veduehost.com



PRIVACY POLICY

VendueHost, ("We" or "VendueHost") is committed to protecting Your personal information and respecting Your privacy.

This policy ("Privacy Policy") (together with our Cookies Policy, User Agreement, Conditions of Sale Terms and any other documents referred to in them sets out the basis on which any personal information We collect from or about You, when You use www.veduehost.com (the "Online Platform"), will be processed by Us.

Capitalised words used in this document but not defined, is defined in the User Agreement and Conditions of Sale Terms.

We will be the data controller of Your personal information which You provide to Us or which is collected by Us about You when You use the Online Platform. This means that We are responsible for deciding how We hold and use personal information about You and that We are required to provide You with the information contained in this Privacy Policy. Please read the following carefully to understand our views and practices regarding Your personal information and how We will treat it.

Our Data Protection Officer is contactable at helpdesk@venduehost.com

Legal Basis and Purpose for Processing

We will collect various types of personal information from You. Further details of the personal information We collect and how We use it are set out below.

In the sections below, We have indicated with asterisks whether We need to process Your personal information:

- * to enter into and/or to perform a contract with You;
- ** to pursue our legitimate interests, provided that Your interests and fundamental rights do not override those interests;
- *** to enable Us and Auction Houses to comply with our legal obligations;
- **** with Your consent.

Information We May Collect from You And How We Will Use It

Creating an account on the Online Platform

To create an account on the Online Platform, You will need to provide to Us Your full names, identity number, copy of identity document, physical address, proof of physical address, password, email address, trading entity details, contact details, optional statutory registration details, documents and/or certificates. We will automatically assign You a unique ID. We will use this information for the purposes of:

- allowing You to log in to the Online Platform and use our services*/**;
- tracking Your browsing habits and interests on our Online Platform**;
- emailing You with suggested Lots or Auctions that You may be interested in based on Your browsing habits and interests and to remind You about Lots that You have watch-listed, if You have opted-in to receiving these emails**/****;
- allowing You to register and bid at Auctions listed on the Online Platform **/****; and
- general analytics**.

Registering to Participate in an Auction

To transact register to participate in an auction, You will need to provide to Us Your, billing address, physical address, telephone number and VAT number (if applicable).

We will use this information to enable You to take part in the auction*/** and, as set out in the 'Making a Purchase' section below, if Your bid is successful for the purposes of verifying Your identity**, protecting Us and our Auction Houses from theft and fraud**, and allowing the relevant Auction House to contact You about Your purchase**.

Making a Purchase

We will use the details which You provide when You register to participate in an auction to supply Auction Houses with the required information for the purposes of bidding of payment and sale reconciliation (including credit card details), the packing, collection and delivery of Lots the entering into and enforcement of Your contract with the Auction House, communications with the Auction House and the conduct of and Your participation in the Auction(s) they are conducting**. We are not responsible for the processing of Your personal information by Auction Houses. This is a matter between You and the Auction House concerned. We are simply acting as a communication channel for this information.

Other Information

We may also collect from You:

- Information that You provide by filling in forms on our site www.venduehost.com**;
- Information You provide when You voluntarily complete surveys that We use for research purposes****; and
- information that You provide when You report a problem with our Online Platform**.

When You visit our Online Platform, We shall also automatically collect from You:

- Details of transactions You carry out through our Online Platform and of the bids (successful or otherwise) You may make during any Auction*/**;
- Details of Your visits to our Online Platform including, but not limited to, traffic data, location data, weblogs and other communication data, and the resources that You access**; and
- Your IP address, operating system and browser type, for systems administration and to report aggregate information internally and to our Auction House customers**. This is statistical data about our users' browsing actions and patterns and does not identify any individual.

We may also use Your information in the following ways:

- to allow You to participate in interactive features of our service such as Online Auction Webcasts, when You choose to do so*/**;
- to notify You about changes to our service**;

- to ensure that content from our Online Platform is presented in the most effective manner for You and for Your computer**;
- to manage and provide any rewards and offers and administer any promotions, competitions and surveys**/****;
- to provide You with information about Auction events and/or other services that We or third parties offer or which We feel may be of interest to You, where permitted by law**/****;
- to investigate, detect and prevent fraud and any other crimes**/****;
and
- to create statistics, analyses and profiles to develop and improve our services**.

We share IP address information with specific Auction House customers in the event that You fail to pay an Auction House customer for a Lot sold through the Online Platform.

Our Online Platform allows Auction Houses to automatically accept or reject bidders based on some or all of the following criteria:

- whether the bidder has been publicly blocked by another Auction House using our services;
- whether the bidder has registered using a valid email and/or telephone number;
- whether the bidder is located in the RSA or is international.

Which of the above criteria (if any) an Auction House applies is determined by the Auction House and not by Us. Save as described above, We will not carry out any solely automated decision making using Your personal information.

Transaction Information

In addition to the information described above, We will also collect and process information regarding Your transactions with Auction Houses conducted through our Online Platform (the "Transaction Information") including as set out below:

- Details of when You registered on our Online Platform.
- The number of transactions You have entered into with Auction Houses.
- The total value of the transactions You have entered into with Auction Houses.
- Where You have entered into a transaction through our Online Platform (i.e. You have placed a bid on an item and this bid has been accepted by an Auction House as the 'winning bid') and;
 - i. have failed to conclude the transaction with the Auction House (for whatever reason); or
 - ii. have breached Your agreement with the Auction House in some other way, for example, by late payment.

this will be recorded by Us as a transaction "Lot Cancelled". In addition to recording the number of Lots Cancelled We will also record the value of each reported Lot Cancelled; and

- Auction Houses may also block You from registering for future Auctions they may hold. This block can either be public, meaning it is visible to Us and any other Auction House using our service with whom You register

to participate in an auction, or private, meaning it is only visible to Us and the relevant Auction House;

- Feedback from Auction Houses in relation to transactions You have been involved with by way of comments which may be positive or negative based on objective criteria, including:
Public feedback option (visible to Us and any other Auction Houses using our platform with whom You register to participate in an auction):
 1. Paid promptly within terms
 2. Collected items within terms
 3. Frequent buyer
 4. Responds promptly
 5. Bidder uncontactable
 6. Made a chargeback
 7. Paid late outside of terms
 8. Paid deposit but did not pay final invoice
 9. Collected item(s) late
 10. Paid but did not collect item(s)
 11. Did not complete the transaction (ie pay for and arrange to collect items)
 12. Intended to pay but hasn't yet (ie is outside of payment terms)Private feedback options (visible to Us and the Auction House who left the feedback only)
 13. Dispute with Auction House
 14. Disputed Lots (e.g. description or condition)
 15. Capturing of additional notes
 16. Rating

Your Transaction Information may be shared with our Auction Houses on an ongoing basis.

We may use this Transaction Information to:

- ensure that our services and those of the Auction Houses We work with are not negatively impacted by bidders that default on one or more transactions or whose conduct poses a risk to the integrity or reputation of our services or the services of the Auction Houses**;
- ensure those using our services conclude transactions properly and do not abuse our services or the services offered by Auction Houses through our Online Platform**;
- ensure that other potential buyers of an item are not detrimentally impacted by bidders that fail to conclude a purchase and 'default'**;
- ensure the integrity and reputation of our services and ensure that We can provide a timely and efficient service to all of our users**; and
- protect Auction Houses and sellers from future default**.

Our Auction Houses may use this Transaction Information to decide whether to enter into a transaction with You in the future.

We use cookies on our Online Platform and our [Cookie Policy](#) explains what cookies We use and how We use them.

Change of Purpose

We will only use Your personal information for the purposes for which We collected it, unless We reasonably consider that We need to use it for another reason and that reason is compatible with the original purpose. If We need to use Your personal information for an unrelated purpose, We will usually notify You and We will explain the legal basis which allows Us to do so.

Disclosure of Your Information

We may disclose Your personal information to the following other third parties:

- Auction Houses conducting Auctions using our Online Platform or our technology:
 - When You register to participate in an Auction, We provide the relevant Auction House with the personal details You provided while registering on our Online Platform and the Auction House can view any public blocks on bidders placed by other Auction Houses using our services; and
 - We provide Auction House customers with aggregate information about our users and We may also use such aggregate information to help Auction Houses using the Online Platform reach the kind of audience they want to target;
- Our suppliers and partners (including third party shippers) including payment, carrier and delivery companies;
- In the event that We sell or buy any business or assets, in which case We may disclose Your personal information to the prospective seller or buyer of such business or assets;
- If VendueHost or substantially all of its assets are acquired by a third party, in which case personal information held by it about its customers will be one of the transferred assets; and
- If We are under a duty to disclose or share Your personal information in order to comply with any legal obligation, or in order to enforce or apply our User Agreement; or to protect the rights, property, or safety of VendueHost, our customers, Auction Houses or others.

We will enter into agreements with such third parties to ensure that they respect the security of Your personal information and use it only in accordance with data protection laws.

How Long We Store Your Personal Information For

We will retain Your personal information as long as Your account is active, as necessary to provide You services. We will also retain and use this data as necessary for the purposes set out in this Privacy Policy and to the extent necessary to comply with Our legal obligation, resolve disputes, and enforce Our agreements and protect VendueHost's legal rights.

We also collect and maintain aggregated, anonymized, or pseudonymized data which We may retain indefinitely to protect the safety and security of Our Online Platform, improve Our services, or comply with legal obligations.

Data Security

The security of Your personal information is important to us. We use industry-standard technical and organizational practices and procedures to protect Your personal information from unauthorized or unlawful processing, accidental loss, and destruction or damage. Additionally, We limit access to Your personal information to employees and third parties who have a business need to know. Although We will do our best to protect Your personal information, We cannot guarantee the security of Your personal information transmitted to Us via our Online Platform or otherwise. Any transmission is at Your own risk.

Where We have given You (or where You have chosen) a user ID and password which enables You to access certain parts of our Online Platform, You are responsible for keeping Your user ID and password confidential. We ask You not to share Your user ID and password with anyone.

Your Rights

Data protection laws provide data subjects with the following rights, (subject to certain exemptions and conditions in some cases) to:

- request access to their personal information. This enables them to receive a copy of the personal information We hold about them and to check that We are lawfully processing it. VendueHost reserves the right to charge in some cases a reasonable fee to cover costs for providing copies of personal information requested;
- request correction of the personal information that We hold about them. This enables them to have any incomplete or inaccurate information We hold about them corrected;
- request erasure of their personal information. This enables them to ask Us to delete or remove personal information where there is no good reason for Us continuing to process it. Data subjects also have the right to ask Us to delete or remove their personal information where they have exercised their right to object to processing (see below);
- request the restriction of processing of their personal information. This enables them to ask Us to suspend the processing of personal information about them, for example if they want Us to establish its accuracy or the reason for processing it;

Data subjects also have the right to object to the processing of their personal information where We are relying on a legitimate interest (or those of a third party) and there is something about their particular situation which makes them want to object to processing on this ground. They also have the right to object where We are processing their personal information for direct marketing purposes.

Where legitimate reasons exist, We may refuse to comply with a request by a data subject to access their personal information in certain circumstances. We may need to request specific information from the data subject to help Us confirm their identity and ensure their right to access the information (or to

exercise any of their other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Our Online Platform may, from time to time, contain links to and from the websites of Auction Houses, our partner networks, advertisers and affiliates. If You follow a link to any of these websites, please note that these websites have their own privacy policies and that We do not accept any responsibility or liability for these policies. Please check these policies before You submit any personal information to these websites. In particular where We collect information on behalf of Auction Houses and third parties such Auction Houses and/or third parties and not VendueHost are responsible for how the information is processed.

International Transfers

VendueHost is headquartered in the Republic of South Africa ("RSA") and has affiliates, service providers and Auction Houses in other countries. Your information, including personal information that We collect from You, may be transferred to, stored at and processed by Us and Our affiliates and other third parties outside the country in which You reside, in countries where data protection and privacy regulations may not offer the same level of protection as in the RSA. We will take all reasonable steps to ensure that Your personal information is treated securely and in accordance with this Privacy Policy.

Changes to Our Privacy Policy

We reserve the right to modify this Privacy Policy at any time. We encourage You to periodically review this page for the latest information on our privacy practices. If We make material changes to this Privacy Policy You will be notified via email (if You have an account where We have Your contact information) or another manner through the Service that We believe reasonably likely to reach You (which may include posting a new privacy policy on our Online Platform—or a specific announcement on this page or on our blog).

Any modifications to this Privacy Policy will be effective upon our posting of the new terms and/or upon implementation of the new changes on the Service (or as otherwise indicated at the time of posting). In all cases, Your continued use of the Service after the posting of any modified Privacy Policy indicates Your acceptance of the terms of the modified Privacy Policy. This Privacy Policy replaces all prior privacy policies or statements.

Use of Our Online Platform by Children

Our Online Platform is not intended for children (persons under the age of 18), and We do not knowingly collect data about children. We ask that children do not submit any personal information. If You are under the age of 18, You may not use this Online Platform.

COOKIE POLICY

This policy ("Cookie Policy") forms part of VendueHost's Privacy Policy

Capitalised words used in this document but not defined, is defined in the User Agreement and Conditions of Sale Terms.

Information about Our use of cookies

A cookie is a small file of letters and numbers that We store on Your browser or the hard drive of Your computer if You agree. Cookies contain information that is transferred to Your computer's hard drive.

The use of cookies is required and essential for the operation of VendueHost. By using VendueHost, You are agreeing to Our use of cookies.

We also use cookies to save your preferences, thus allowing Us to customise Our site according to Your individual preferences. This allow Us to make Your browsing experience more convenient provided the cookie was not deleted.

Blocking cookies and opting out

It is usually possible to stop Your browser accepting cookies, or to stop it accepting cookies from a particular website. However, if You use Your browser settings to block all cookies (including essential cookies) You may not be able to access Our Online Platform and may impede correct operation. Further information on how to set Your browser's cookie preferences follow the instructions of your specific browser from the vendor

Changes to Our Cookie Policy

Any changes We may make to Our Cookie Policy in the future will be posted. This Cookie Policy replaces all prior cookie policies or statements.

THANK YOU FOR YOUR SUPPORT.

REVISIONS TO THIS DOCUMENT

20/12/19 Initial Release v20.12.19.a

24/06/20 remove "ascertained by Certified scales for all livestock in a Lot; " v24.6.20.a

14/08/20 number of minutes for "sniping rule" now customizable, not always "one minute" v14.08.20a