



Terms of Use

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2. License. Subject to payment of the licence fees and terms below, SwiftVERE hereby grants to you and you hereby accept a personal, non-transferable and non-exclusive license to use the Software.

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(a) Proprietary Notices. You must ensure that any permitted copy of the Software that you make contains the same copyright and other proprietary notices that appear on or in the Software.

(b) Restrictions. Unless permitted in these terms, you must not:

(1) modify, port, adapt, or translate the Software;

(2) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software;

(3) use or offer the Software on a service bureau basis;

(4) (i) circumvent technological measures intended to control access to the Software or (ii) develop, distribute, or use with the Software, products that circumvent the technological measures; or

(5) rent, lease, sell, sublicense, assign, or transfer your rights in the Software, or authorize any portion of the Software to be copied onto a device owned by another person or entity.

5. Misuse. You must not misuse the Software. For example, you must not:

(a) copy, modify, host, sublicense, or resell the Software except as expressly permitted in these Terms of Use;

(b) enable or allow others to use the Software using your account information;

(c) use Software to construct any kind of database other than the database that is part of the Software;

(d) access or attempt to access the Software by any means other than the interface provided with the Software;

(e) circumvent any access or use restrictions put into place to prevent certain uses of the Software;

(f) Share content or engage in behavior that violates anyone's Intellectual Property Rights ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights.);

(g) Share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;

(h) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(i) use the Software to engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;

(j) market or advertise any products or services through the Software other than real and personal property to be sold at auction;

(k) use any data mining or similar data gathering and extraction methods in connection with the Software; or

(l) violate any applicable law through use of the Software.

6. Your Warranty. By uploading your content to the internet through use of the Software, you agree that you have all necessary licenses and permissions, to use and share your content.

7. Indemnification. You will indemnify SwiftVERE and its members and employees from and against any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your content, your use of the Software, or your violation of these Terms of Use.

8. Disclaimer of Warranties. The Software is provided "AS-IS." To the maximum extent permitted by law, SwiftVERE disclaims all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. SwiftVERE makes no commitments about the content within the Software. We further disclaim any warranty that (a) the Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Software will be effective, accurate, or reliable; (c) the quality of the Software will meet your expectations; (d) the Software will be compatible with your other software products or hardware; or that (d) any errors or defects in the Software will be corrected. We specifically disclaim any liability for any actions resulting from your use of any Software. You may use the Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of any Software.

9. Limitation of Liability. SwiftVERE is not liable to you or anyone else for any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (a) resulting from loss of use, data, or profits, whether or not foreseeable, (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (c) arising from any other claim arising out of or in connection with your use of the Software. Nothing in these terms limits or excludes our liability for gross negligence, for our (or our employees') intentional misconduct, or for death or personal injury. SwiftVERE's total liability in any matter arising out of or related to these terms is limited to R35 000 or the aggregate amount that you paid for the Software during the three-month period preceding the event giving rise to the liability, whichever is larger. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

10. Limitations and Exclusions Apply to Maximum Extent Allowed by Law. The limitations and exclusions set forth in these Terms of use apply to the maximum extent permitted by law.

11. Termination by You. You may stop using the Software at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees.

12. Termination by SwiftVERE. SwiftVERE may at any time terminate these terms with you if:

(a) you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);

- (b) you fail to make the timely payment of fees for the Software, if any;
- (c) SwiftVERE is required to do so by law (for example, where the provision of the Software to you is, or becomes, unlawful);
- (d) SwiftVERE elects to discontinue the Software, in whole or in part; or
- (e) there has been an extended period of inactivity in your account.

13. Specific Software Terms Related to Auctions.

(a) By using the Software to receive bids on auctions, you acknowledge that you have reviewed the Terms of Use that apply to the software application that allows bidders to place bids, and that you are in agreement with all such terms. You further acknowledge that the Terms of Use for the Software Application may change from time to time, in which case the version that is in effect on the date of any given auction is the version that controls.

(b) SwiftVERE provides no support services for the Software of the Software Application. SwiftVERE shall not be held responsible for a missed bid or the failure of the Software or the Software Application not to function properly for any reason. You acknowledge that the Software and the Application may not be operational at any given time for various reasons, including repairs, maintenance, upgrades to the application, and many causes that are not within the control of SwiftVERE, including without limitation power failures, defects in third-party equipment, and acts of God. In the event that the Software or the Application fails to properly operate for any reason during any auction, thus preventing you from receiving a bid, you acknowledge and agree that you are subject to the limitation of liabilities set forth within these Terms of Use.

(c) SwiftVERE is not responsible for any false or inaccurate information that may be provided by a bidder, including without limitation credit card and other payment information.

(d) You acknowledge that the Software Application cannot function without internet service. SwiftVERE is not liable to you or any bidder in the event that bids cannot be sent or received due to the lack of or loss of internet service at the locations where the bids are being sent or received.

(e) You are responsible for notifying bidders of Terms and Conditions that apply to any given auction that are in addition to the Terms and Conditions that SwiftVERE has in place for bidders use of the Software Application that allows them to place bids.

(f) Before using the Software for an auction, you are responsible for insuring that the Software Application functions with the Software in a manner that is satisfactory to you for conducting the auction. If you have any concerns that the Software Application or the Software may not function properly, then you must take such measures as you deem appropriate to allow bidders to participate. In no event will SwiftVERE be responsible for making alternate arrangements for bids to be made or received.

14. Governing Law. The terms set forth herein, shall be governed by the laws of the Republic of South Africa. Any dispute relating thereto shall be adjudicated by the Western Cape Magistrates Court.

15. Entire Agreement. These terms constitute the entire agreement between you and SwiftVERE regarding your use of the Software and the terms supersede any prior agreements between you and SwiftVERE relating to the Software.

16. Non-Assignment. You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without SwiftVERE's written consent. SwiftVERE may transfer or assign its rights under these terms to a third party.

17. Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

18. No Waiver. SwiftVERE's failure to enforce or exercise any of these terms is not a waiver of that term in the event of a subsequent violation by you.