

PLEASE READ THESE TERMS OF SERVICES CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SERVICES. BY CLICKING ON “SUBMIT” OR “I AGREE” YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND YOUR INTENT THAT IT WILL BE BINDING BETWEEN YOU AND US.

1. DEFINITIONS

- 1.1. **2 Q's:** Quality and Quantity
- 1.2. **5 P's:** Product, Position (Place of Product), Period of availability (timing) Price and Payment terms.
- 1.3. **Brokers Fee:** means the fee as determined by Match MX from time to time, that MatchMX will charge You where a Broker was appointed by You and assisted You in the use of the Services and successful Match. See the Cost Menu;
- 1.4. **Broker Services:** means services made available by a MatchMX Broker to enable You to use our Services;
- 1.5. **Buyer:** means users who have registered for our Services to acquire products from Sellers as per the Service Agreement.
- 1.6. **Cost Menu:** means the MatchMX fees and rates available from the Cost Menu page ([click here](#)), as may be amended from time to time by Match MX;
- 1.7. **Data:** means all data related to the access and use of our Services hereunder, including all data related to users, all data related to the provision of the Services;
- 1.8. **INCO:** means the pre-defined international commercial terms for purposes of defining the delivery and/or collection of the Product, as made available during the Services .
- 1.9. **Location:** means the location (where to collect / where to deliver) as per agreed INCO terms as agreed to between the buyer and the seller;
- 1.10. **Match:** means the instant where the buyer and seller agree on the 5 Ps and 2 Qs which takes place prior to conclusion of the Sales Agreement;
- 1.11. **Platform:** means the MatchMX software platform that enables Users to find a Match in terms of certain Products as made available by a seller, which is made available through the MatchMX web App, Android App or Apple (IOS) App.
- 1.12. **Products:** means agricultural / product.
- 1.13. **Seller:** means users who have registered for our Services and wish to sell Products to Buyers, subject to the Sale Agreement.
- 1.14. **Services:** means the provision of the Platform to Users which allows us to facilitate the Users, amongst other things, to negotiate, conclude and access Service Agreements.
- 1.15. **Sales Agreement:** the conditions specifically referred to under these Terms of Services, the Sales Agreement specific terms and conditions (see clause 10.6), (where applicable) the Term Sheet **and** such other specific terms as may be agreed to between the Seller and Buyer for the provision of the Product to the Buyer.
- 1.16. **Signature Date:** for purposes of signing the Term Sheet (outside the MatchMX Platform), the Signature Date means the date on which the last signatory signs the Term Sheet;
- 1.17. **Term Sheet:** (where applicable) the physical document signed by the Buyer and Seller that confirms the commercial terms for a particular transaction between the Parties;
- 1.18. **Users:** means Buyers and Sellers that have registered on MatchMX Platform and has opened a Services Account.
- 1.19. **VAT:** Value Added Tax as per the VAT Act.
- 1.20. **Value Added Services:** means such other services that may be made available from time to time by MatchMX (as presented on www.matchmx.com, including but not limited to payment clearing services, centralised administration on behalf of a party (i.e. invoicing on behalf of the seller) or logistical solutions as per Match MX transport network;
- 1.21. **“You” or “Your”:** Unless otherwise specifically stated, reference to “You” refers to you as a registered Seller or registered Buyer.

2. OUR RELATIONSHIP WITH YOU

- 2.1. These are the terms and conditions (“**Terms of Service**”) relevant to the Services we supply. These Terms of Service refer to the following additional terms which also apply to Your use of our Services:-

- 2.1.1. Our **Terms of Use**;
- 2.1.2. Our **Privacy Policy**;
- 2.2. The above terms and conditions and policies are hereby incorporated by reference and together is the agreement (“Agreement”) between us and You for purposes of the Services. If there is any conflict between the above terms and conditions/policy and the Terms of Service the latter will prevail;
- 2.3. You acknowledge and agree that the provision of our Services to You as User creates a direct business relationship between us and You.
- 2.4. We do not, and shall not be deemed to, direct or control You generally or in Your performances in connection with any subsequent Sales Agreement between Yourself (as Buyer) and the Seller, or yourself (as Seller) and the Buyer, Your acts or omissions, or Your operation as a User and all other performances associated herein.
- 2.5. You retain the sole right to determine when, where, and for how long You will utilize our Services. You retain the option, via our Services, to accept or to decline or ignore a potential engagement with another party (either as Seller or Buyer).
- 2.6. Except as otherwise expressly provided herein (i.e. where we act as payment Broker on behalf of a Buyer), the relationship between us and You is solely that of independent contracting parties. You expressly agree that:-
 - 2.6.1. no joint venture, partnership, or agency relationship exists between You and us and that neither of us (except where agreed in writing under these Terms of Service) have the authority to bind each other or hold ourselves out as an Broker or authorized representative of the other; and
 - 2.6.2. we may provide value-add services to all Users by supplying certain information about either the Seller and/or Buyer, but same shall be for general information purposes only, and does not constitute advice, negotiation or agency for any specific user in any way whatsoever.
- 2.7. **IMPORTANT: We are only interested in bringing together the Buyer and Seller (“on demand lead generator”). We only introduce the Buyer and the Seller that wishes to acquire and sell the Product. We may from time to time provide Value Added Services, which may be utilised on selection by the Buyer and /or Seller and agreement to the Value Added Services terms and conditions which will be presented before use of the Value Added Services.**

3. YOUR RELATIONSHIP WITH OTHER USERS

- 3.1. You acknowledge and agree that:-
 - 3.1.1. We are not responsible or liable for the actions or omissions of a registered user (“**Registered User**”) of our Services (Seller or Buyer) in relation to You or Your activities under any business relationship that is formed between You and a Buyer or Seller (through the Service Agreement) during the use of our Services. You shall have the sole responsibility for any obligations or liabilities as stated under such relationship under the Service Agreement.
 - 3.1.2. We may release Your information You have submitted to us to perform under these Terms of Services and what may be required by the other party (either Buyer or Seller) to enable You or the other Party to perform under the Service Agreement. We will inform You what information will be released and at what stage or purposes of Your engagement with the other Party (Buyer or Seller).
- 3.2. **Although we may guide the Parties on what terms and conditions should apply between the Seller and the Buyer under a Sales Agreement and although we may make those terms and conditions available via our Services (for your convenience) or allow the use of the agreed 5 Ps and 2 Qs for purposes of the Sales Agreement, we are not a party to the Sales Agreement and will not be liable for any claim or liability under the Sales Agreement concluded between the Seller and the Buyer. The rule of construction that the Sales Agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply. Accordingly You indemnify us against any claim, damage, loss or cost that may result from the Sales Agreement or the breach of same.**

4. AMENDMENTS TO THESE TERMS OF SERVICE

- 4.1. We may amend the Terms of Service related to our Services from time to time. Amendments will be effective upon our posting of such updated Terms of Service on our website or the MatchMX platform and presented via the MatchMX App when you login.
- 4.2. **Your continued access or use of our Services after such posting constitutes Your consent to be bound by the Terms of Service (as amended).**

5. YOUR SERVICE ACCOUNT

- 5.1. In order to use most aspects of the Services, You must register, create a profile ("**Profile**") and maintain the Services account ("**Service Account**");
- 5.2. Where You appoint other authorised users for purposes of Your Service Account, you shall ensure that each authorised user is aware and agree to these Terms of Services, including the Match MX Broker that You may appointment and allow to execute certain actions on your behalf on Your Services Account.
- 5.3. You must be 18 years and older, to obtain a Service Account.
- 5.4. If the Registered User is a business entity (juristic person), then you hereby represents that:-
 - 5.4.1. you have the authority to bind the Registered User to these Terms of Services;
 - 5.4.2. the address you use when registering is the principal place of business of the Registered Party; and
 - 5.4.3. all other information submitted to the MatchMX Platform during the registration process is true, accurate, current and complete. For purposes of this provision, a branch or representative office will not be considered a separate entity and its principal place of business will be deemed to be that of its head office.
 - 5.4.4. By becoming a Registered User, you consent to the inclusion of your personal information or the personal information of the Registered User (as juristic person) in our database and authorises the MatchMX Platform to share such information (different information at various stages of the MatchMX services or Sales Agreement process) with other Registered Users.
- 5.5. Service Account registration requires you to submit to us certain information as directed by us. In this regard you agree:-
 - 5.5.1. To maintain accurate, complete, and up-to-date information in your Service Account.
 - 5.5.2. That your failure to maintain accurate, complete, and up-to-date Service Account information, may result in your inability to access and use the Services or our termination of this Agreement with you;
 - 5.5.3. That we may use the information you provide us with to submit to our selected service provider/s to verify who you are, including but not limited to verify whether your account details submitted to us are accurate or not.
- 5.6. **Submission of your information as per the registration form does not automatically give you the right to access the Services. We have the right not to grant you access to a Service Account or to revoke such right and disable any user identification code, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service.**
- 5.7. By entering your personal information on the Service Account, you warrant that the person using the Service Account is you and/or you have the legal authority to act on behalf of a juristic person requesting a Service Account.
- 5.8. On acceptance of the registration information, you will be allowed to select or be provided with the necessary Service Account access credentials (i.e. username and password) or any other piece of information as part of our security procedures; **You MUST treat such information as confidential. You MUST not disclose it to any third party. TAKE NOTE:** full utilisation of the Services may be subject to further verification (see 5.9 below).
- 5.9. **Verification information:** In certain instances you may be asked to provide additional information to access or use the Services. The additional information shall only be utilised to verify your details or the details of the juristic person. You agree that you may be denied access to or use of the Services or part thereof if you refuse to provide the requested information. We will notify you if we cannot verify your identity or whether your banking details are correct. You will be able to change your personal information via our Services at any time.

- 5.10. MatchMX shall be entitled (in its sole discretion) to accept information as received from You. MatchMX may remove information that You may have placed on the Platform, and communicate it to You if the information as may be required, is incomplete.
- 5.11. You are responsible for all activity that occurs under your Service Account, and you agree to maintain the security and secrecy of your Service Account details at all times. You may only possess one Service Account and may not assign or transfer your Service Account to any other person or entity. Unless where you have selected our Broker Services (subject to Agency terms and conditions) and appointed an Broker, you may not authorize third parties to use your Service Account.
- 5.12. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at: info@matchmx.com in order for us to investigate the security breach further and you must further make sure you change your password to your Service Account immediately.

6. AVAILABILITY OF THE PLATFORM AND SUPPORT SERVICES

- 6.1. You acknowledge that the MatchMX Platform will not be available at all times. The MatchMX Platform and its links to various other sources may, for example, be unavailable due to interruptions and necessary maintenance and repair work which is not within our control.
- 6.2. We will be able to provide the Registered User access to the MatchMX Platform Service Account in relation to the Registered User's access rights once we have approved his/her/its registration and the parties have complied with any further conditions imposed by law.
- 6.3. To access the MatchMX Platform using the internet You will need Your own computer or other device and internet connectivity.
- 6.4. You alone are responsible for buying, installing and maintaining Your connection to the internet and must pay all related costs, fees and expenses.
- 6.5. If You experience problems with the internet or Your internet connection, You should contact Your internet service provider first to try to resolve these problems before You contact us.
- 6.6. As part of our Services we shall make available appropriate support and maintenance services to Registered Users, subject to our Standard Support Policy

7. SERVICES: RIGHTS, OBLIGATIONS AND RESTRICTIONS

- 7.1. Subject to these Terms of Service, we hereby grant you a non-exclusive, non-transferrable, non-assignable and non-sub-licensable right to use our Services to buy or sell Products and such associates services and Value Added Services we may make available from time to time ("**Licensed Purpose**"). The Services may **not** be utilised as a platform for services similar to our Services, but purely for the Licensed Purpose only.
- 7.2. You agree to comply with all applicable laws when using the Services and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance and/or inconvenience to the Buyer or Seller any other party/user of the Services or use the Services to buy or sell illegal Product or to form part of an illegal transaction.

8. APPOINTMENT OF A BROKER

- 8.1. You may appoint a Broker at any time to assist You in the use of the Services. The appointment of a Broker is subject to the following terms and conditions:-
 - 8.1.1. Subject to clause 8.1.3 below, the appointment shall be fore a minimum period of 1 (one) year which shall automatically renew, unless either party terminates such appointment on a 30 (thirty) days written notice);
 - 8.1.2. You will only be allowed to appoint **one** Broker, however the Broker shall not be restricted and may sign up as many Buyers and/or Sellers;
 - 8.1.3. **Where you allow a Broker to negotiate on your behalf, you agree that MatchMX shall not be liable for any actions and/or omissions of the Broker during said negotiations and you accordingly indemnify MatchMX against any consequences as aresult of same. Take note: although the Broker may execute**

certain actions on your behalf, the Broker may not submit a Match and you are still responsible for the final sign-off on the Sales Agreement. During your authorisation to the Broker, the Broker will via his/her own Service Account be able to see certain information about a transaction. The Broker will never be allowed access to your Service Account and you should also not allow the Broker to your own Service Account.

- 8.1.4. A Broker Fee shall be due and payable on agreement to a Match, either confirmed by You or on Your behalf;
- 8.1.5. **The release of further information to You, subsequent to a Match, shall be subject to the payment of the Broker Fees to us.**

8.1.6. **Dispute / Termination:** during the appointment of a Broker, You may lodge a dispute (“**Dispute Notification**”) that You may have with the Broker to: **info@matchmx.com**. On submission of the Dispute Notification we would require You to provide full details of the dispute. On receipt of said Dispute Notification MatchMX shall contact You within 5 (five) days and determine whether the dispute can be resolved. If it is determined that the dispute cannot be resolved or the dispute cannot be resolved within 10 (ten) days, which ever is the earliest, then You may terminate the Broker Services.

- 8.2. The Broker may terminated his/her appoint a anytime on a 30 (thirty) advance written notice to You.

9. YOUR OBLIGATIONS

You warrant and agree that You will:

- 9.1. act in such a manner that is beneficial to the interest of MatchMX and the other party to a Sales Agreement;
- 9.2. make available information and content (as required by MatchMX from time to time) to enable MatchMX to present the information provided about You to the other party (Buyer or Seller) in order to facilitate the relationship between You and the other party and/or to facilitate the conclusion of a Sales Agreement between You and the other party;
- 9.3. perform as agreed to under the Sales Agreement, and shall act in such a manner as You reasonably consider to be most beneficial to the interests of MatchMX and the other party;
- 9.4. adhere strictly to all of MatchMX’s applicable policies or required service levels made available from time to time;
- 9.5. provide the necessary information as required for the MatchMX 5 P’s and 2 Q’s and such other information as may be required by MatchMX from time to time, in order for MatchMX to present to potential Buyers or Sellers via our Platform. Information will only be release when required during the process and for purposes of the Sales Agreement.
- 9.6. Where You provide information, ensure that it is:-
 - 9.6.1. accurate;
 - 9.6.2. Not misleading, deceptive or fraudulent;
 - 9.6.3. Not in breach of any third party rights;
 - 9.6.4. Made in compliance with all applicable laws and regulations or codes; and
 - 9.6.5. Not forged, threatening or offensive.
- 9.7. adhere to all applicable laws and requirements when providing any information and/or details.
- 9.8. during regular trading hours, use all Your best effort to be available to receive communications and subsequently provide the necessary information and/or details required for the other party to fulfil its obligations under a possible Sales Agreement;
- 9.9. notify us and the other party, via our Services and/or MatchMX platform, immediately when there have been any amendments and/or changes made to the information/ details supplied for any reason and provide MatchMX with said changes/amendments; and
- 9.10. exercise due care, diligence and skill in the provision of the required information during the use of the MatchMX Services or the Sales Agreement and shall not do anything or allow any act to be done which does or is reasonably and foreseeably likely to prejudice the good name and reputation of MatchMX, its shareholders or directors or the users, failing which, You will immediately be deemed to be committing a material breach.

10. THE CONTRACT BETWEEN THE SELLER AND BUYER

- 10.1. MatchMX is only a lead generator to assist the contracting parties (Seller and Buyer) in execution of the transaction between each other and/or assist (in terms of technology) in resolution of any complaint or dispute that may occur between the parties and facilitate the parties relationship and/or communication with one another.
- 10.2. **Although certain information, such as the information obtained from a Match, may be utilised as part of the Sales Agreement, at no stage whatsoever will MatchMX be a party to the Sales Agreement.**
- 10.3. Where any notifications or information submitted via the MatchMX Platform are required under the abovementioned Sales Agreement the sending and receiving of same will be managed in accordance with the MatchMX Platform Terms of Use for conditions in terms of **'electronic communications and contact'**.
- 10.4. **Limited Payment Collection Broker:** see authorisation and payment terms as per paragraph 11 below.
- 10.5. **Contract (Sales Agreement) formation:**
- 10.5.1. **Presentation of Order:** The presentation of available Product (in a lot) made by a Seller, via our Services, is only **an invitation to do business** (a notice of available Product and not an offer). The Seller may remove any Product from the MatchMX Platform without notification prior to a Buyer's submission of its offer to acquire the Product. The same applies for the request for Product by the Buyer, which presentation shall only be an invitation to do business by the Buyer;
- 10.5.2. **Selection of a Lot:** Where applicable the Buyer may select specific Product that may be of interest to the Buyer or the Seller may confirm availability of Product as per the Buyer's request. Take note, without completing the process and only selecting Product (as a lot) or confirming availability of Product by a Seller, does not constitute an order/request for the selected Product. Where the selection option is not utilised or not available, any available Buyer may indicate its/his/her intend to acquire the Product from the Seller.
- 10.5.3. **Changes to a Lot:** You may make changes to any Lot information/details in relation to Products listed via our Services, up until the period allowed during the process;
- 10.5.4. **The Match:** subsequent to agreement on the 5 Ps and the 2 Qs under a selected Lot, a Match will be formed. Subsequent to Match a Match ID will be issued and the Lot will be removed from the Lot's phase of the Process. **Take note: At this point no Sales Agreement has been concluded.**
- 10.5.5. **Provision of Information:**
- 10.5.5.1. Both the Buyer and Seller hereby acknowledge and agree that on a Match, we may provide further information about the Buyer and the Seller to the Seller and the Buyer to assist the execution of the Sales Agreement. The Buyer and Seller agree not to use the personal information of the other party or its representative as received via MatchMX Platform, for any other purpose other than execution of the Sales Agreement.
- 10.5.5.2. Where the Buyer selects to be anonymous, We will only share the Match ID and **[ADD ANY OF INFO]**
- 10.5.6. **Although MatchMX is not a party to the Sales Agreement or involved in the conclusion of the Sales Agreement You should take note of the following (as guidance to You only):-**
- 10.5.6.1. **The offer:** Subsequent to a Match and on receipt of notification on availability of Product from the Seller, a Buyer may offer to acquire the Product against the available information which shall constitutes the Buyer's offer to acquire the Product.
- 10.5.6.2. **Amendments to offer:** The Seller and the Buyer may still, after receipt of said Buyer's offer, amend certain conditions as they wish.
- 10.5.6.3. **Seller's notification of acceptance:** On communication (through whatever medium, including the MatchMX Platform) of the Seller's acceptance of the Buyer's offer (or amended offer) to the Buyer a contract (Sales Agreement) will be formed between the Seller and the Buyer. Take note: by utilising the "Accept" button on the MatchMX platform/App the Seller agrees that clicking on said "Accept" button will indicate the Seller's acceptance of the Buyer's offer, which communication will be submitted by MatchMX to the Buyer via the MatchMX platform.
- 10.5.6.4. **When is the contract (Sales Agreement) concluded:** The contract between the Seller and Buyer will come into existence subsequent to i) acceptance of a Buyer's offer for the selected Product(s) by the Seller (paragraph 10.5.6.3 above) and presentation of said acceptance to the Buyer, which will be the

“**Effective Date**” of the contract between the Seller and the Buyer. Where the parties select to utilise the Term Sheet for signing-off on the transaction, the Sales Agreement shall commence on the Signautre Date or such date as the respective parties perform as agreed to under the term Sheet, which ever date is the earliest.

10.6. **For Sales Agreement Specific terms and conditions – click here**

11. CHARGES/FEES AND PAYMENT

Charges & Service Fee

- 11.1. **MatchMX Subscription Fee:** The use of the Services are subject to our MatchMX Fees. These MatchMX Fees will be presented to the Users from time to time on the MatchMX website (as per dedicated URL address – [click here](#) (as amended from time to time)) or as agreed to in writing between us and You;
- 11.2. **Broker Fees:** the use of any MatchMX Broker by You, shall entitle MatchMX to charge You the MatchMX standard Broker rate per ton of Product and pay it to the MatchMX Broker where the MatchMX Broker assisted either the Seller or Buyer in the Match.
- 11.3. **Product Fees:** Subject to the Sales Agreement concluded between the Buyer and the Seller, the Buyer will pay a “**Product Fee**” to the Seller for the Product. The Product Fee will be presented to the Buyer prior to any payment. **IMPORTANT:** A Product Fee is distinct from the **MatchMX Fee (above)** owed to us for our Services.
- 11.4. **Value Added Taxes:** All prices and/or costs quoted by us shall be inclusive of all applicable taxes but excluding Value Added Tax (“VAT”). VAT shall only be reflected if applicable, which shall then be shown clearly and separately to the agreed Charges in terms of the Service;
- 11.5. **What happens if we got the Match MX fees and rates wrong.** It is always possible that, despite our best efforts, the Match MX fees and rates may be incorrectly priced. Where any incorrect pricing were published we have the right to amend it accordingly without notice and charge You accordingly.
- 11.6. Depending on your use of the Services and/or your loyalty to our Service, we may in our sole discretion from time to time, provide certain users with certain promotional offers and discounts that may result in different amounts charged for the same or similar Product obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges/Fees applied to you.
- 11.7. We reserve the right to establish, remove and/or revise Match MX fees and rates for any or all Services obtained through the use of the Match MX Services at any time in our sole discretion, however this will not affect those transactions where the Match MX fees and rates (See Cost Menu) have already been paid, unless otherwise agreed to under these Terms of Service. Such establishment, removal and/or revision of Match MX fees and rates for any or all Services will be communicated to all applicable parties via a notification that will be sent via our Services.

Payment & Receipts

- 11.8. **MatchMX Subscription Fee:** Unless otherwise agreed to in writing, MatchMX will invoice the relevant paying user every time a MatchMX Fee is charged to them by MatchMX, where same invoice will be sent to that relevant user’s Services Account and/or email address.
- 11.9. **Broker Fee:** Broker Fee shall be paid to MatchMX prior to provisioning of the other party (either buyer or Seller’s) contact information for subsequent use under a Sales Agreement.
- 11.10. **Product Fee:**
 - 11.10.1. All Product Fees must be paid within the time allowed to under a Sales Agreement.
 - 11.10.2. Payment method for payment of Product Fee shall be agreed to between the Parties to the Sales Agreement
 - 11.10.3. Where You have selected Match MX to execute payment on Your behalf we will execute the payment in accordance with your instructions ad subject to the conditions relevant to the specific Match MX payment services.
- 11.11. No refunds will be allowed on any MatchMX subscription fees.

12. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

- 12.1. **The provisions in terms of liability are stipulated in our Terms of Use.**

12.2. MatchMX Services:-

- 12.2.1. **We provide our Services to you on an “as-is” and on an “as-available” basis. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Services or any content on it, whether express or implied. In addition, we make no representation, guarantee or warranty regarding the timelines, quality, reliability, suitability, or availability of our Services through the use of the MatchMX Platform, or that the use of our Services will be uninterrupted or error-free. You agree that it is within your sole discretion to use our Services and that the entire risk arising out of Your use of our Services remains solely with You, to the maximum extent permitted under any applicable law and that You will indemnify us against any claim, demand, damage, costs, loss or liability (incl. reasonable attorney’s fees) related to Your use of our Services.**
- 12.2.2. **We, our owners, directors (where applicable), employees and Brokers shall not be liable for direct, indirect, incidental, special, or consequential damages of any kind whatsoever or howsoever caused arising from the access or use of our Services or the purchase of any of our or any third party products or services.**
- 12.2.3. **You agree to indemnify and hold us and our directors, employees, and Brokers harmless from any and all claims, demands, losses, liabilities, and expenses (including attorney own client fees), arising out of or in connection with: (i) Your breach or violation of any the Terms of Service; or (ii) your violation of our rights.**
- 12.2.4. **Where we may be liable for damages, losses or expenses, it shall be limited to the MatchMX Subscription Fees paid over a period of 3 (three) months.**

12.3. Sales Agreement – Transaction Risks:

- 12.3.1. Users are hereby made aware that there may be risks of dealing with people providing false information. MatchMX uses several techniques and acquire additional information to verify the accuracy of the information the Users provide MatchMX when they register to open a MatchMX Service Account, however, because user verification on the Internet is difficult, MatchMX cannot and does not guarantee each User’s purported identity. We encourage the Users to use the various tools available on the Services Account, as well as common sense, to evaluate with whom You are dealing with.
- 12.3.2. Each User acknowledges that it is fully assuming the risks when using the MatchMX Services, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to Products or services that are the subject of transactions using The MatchMX Services. Such risks shall include, but are not limited to mis-representation of Products, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents. Such risks also include the risks that the distribution, offer, display, purchase, sale and/or use of Products offered or displayed on the Platform may violate or may be asserted to violate third party rights, and the risk that We or a User may incur costs of defence or other costs in connection with third parties’ assertion of third party rights, or in connection with any claims by any party that they are entitled to defence or indemnification in relation to assertions of rights, demands or claims by third party rights claimants. Such risks also include the risks that Buyers of Products or others claiming to have suffered injuries or harms relating to Product originally obtained by the Buyer of the MatchMX Services may suffer harms and/or assert claims arising from their use of such Products. All of the foregoing risks are hereafter referred to as **“Transaction Risks”**. Each User agrees that MatchMX shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.
- 12.3.3. MatchMx Services has no editorial rights to the information placed by You on the MatchMX Platform for purposes of the 5Ps and 2Qs and will communicate the information, as received from You to the other party (Seller or Buyer);
- 12.3.4. The Platform bears no liability for any inaccuracies in the information so supplied to it. Consequently, should the Buyer order any Product from a Seller which is in fact sold-out, any resulting dispute should be resolved between the Seller and the Buyer.
- 12.3.5. Each Product contains its own terms and conditions (including but not limited to pricing of the Product deal) as made available by the Seller. The Platform shall endeavour to reflect, to the best of its ability, all Seller terms and conditions

relevant to each Product. It is the Buyer's responsibility to familiarise itself with the Seller's terms and conditions (including those submitted subsequent to the Match) prior to purchasing any of the Product deals.

- 12.3.6. The Sales Agreement to be concluded on the sale of a Product is between the Buyer and the Seller; MatchMX is not a party to it. The Buyer's rights and obligations under any purchase from a Seller will be as agreed between the Buyer and the Seller, subject to the express provisions contained under these Terms of Services. This means that a Seller is solely responsible for the fulfilment of all aspects of the Buyer's offer and the Buyer for full payment of the purchased Product. **You hereby indemnify us against any claim, demand, damage, costs, loss or liability (incl. reasonable attorney's fees) related to the Sales Agreement.**
- 12.3.7. Although MatchMX reserves the right to become involved in any disputes between a Buyer and a Seller in an attempt to resolve such dispute, MatchMX is not obliged to do so and any disputes must be resolved between the Buyer and the relevant Seller alone.
- 12.4. **In addition, our Services may be used by you to select a suitable supplier for the delivery of the Products; You agree that we have no responsibility or liability to You related to the availability, delivery and use of the such supplier's services or such other claim that may result as a consequence of any breach under the services agreement with said supplier.**
- 12.5. **Force Majeure: We will not be liable to You for any default or delay in the performance of our Services to You if and to the extent that such default or delay is caused by any act of god, war or civil disturbance, labour unrest, court order, pandemic or any other circumstance beyond its reasonable control including fluctuations in communications or utility services ("force majeure") and provided we are obviously without fault in causing such default or delay, and such default or delay could not have been prevented by the us through the use of alternative sources, workaround plans or other means.**

13. WARRANTIES

- 13.1. **You hereby represent and warrant that:**
- 13.1.1. **You have full power and authority to enter into this agreement and perform your obligations hereunder;**
- 13.1.2. **You have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with these Terms of Services; and You will comply with all applicable laws in your performance hereunder, including holding and complying with all permits, licenses, registrations and/or other governmental authorisations that may be necessary to present the Product (as Seller) via the MatchMX Platform.**
- 13.2. **In addition to our warranties under our Terms of Use, we do not represent, warrant or guarantee that Your access to or use of our Services will result in a successful transaction under a Service Agreement. We operate as an on demand lead generation and related service only and make no representations, warranties or guarantees as to the actions or inactions of another User.**
- 13.3. **Notwithstanding our appointment as the limited payment collection Broker for the Seller for the purpose of accepting payment from the Buyer or limited payment agent for the Buyer for making the necessary payment to the Seller and producing receipts and facilitating the communications between both the Seller and Buyer users on the Your behalf, we expressly disclaim all liability for any act or omission of You, any user or other third party.**
- 13.4. **We do not guarantee the availability or uptime of our Services. You acknowledge and agree that our Services may be unavailable at any time and for any reason (e.g., due to emergency - or scheduled maintenance or network failure). Further, our Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and we are not responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.**

14. ELECTRONIC COMMUNICATIONS.

- 14.1. By creating a Service Account, you agree that we may send you informational via your preferred selected communication option as part of the normal business operation of your use of the Services. You may opt-out of receiving such electronic communications by either:-
- 14.1.1. unsubscribing from the electronic communication as per the available functionality;
 - 14.1.2. texting the word STOP to us from your cell phone to the cell phone number we may make available from time to time on the MatchMX Platform;
 - 14.1.3. use the MatchMS App and under Profile/User select Delete Account; or
 - 14.1.4. email us on info@matchmx.com.
- 14.2. **Take note**, that unsubscribing from electronic communications from us by you may result in certain functions of the Services not working.

15. SUSPENSION AND TERMINATION OF OUR SERVICES

15.1. Your termination:

- 15.1.1. You can terminate the Services at any time by cancelling your Service Account as per the option available in your Profile section.
- 15.1.2. If a Buyer, cancels his/her/its Service Account, all Confirmed Orders, where the delivery date still needs to occur, will automatically be cancelled and you will be refunded or be assigned to another Buyer, if acceptable to you.
- 15.1.3. If the Seller cancels the Service Account, all outstanding Charges that may apply will be due and payable immediately; You hereby authorise us to deduct the agreed amounts. If you wish to re-activate your Service Account again You will have to contact us in writing.
- 15.1.4. If you wish us to remove all your personal information from our Services you can email us at: info@matchMX.com. On receipt of your notice and confirmation that no fees are outstanding we will terminate this agreement and remove your personal information as soon as reasonably possible, with the understanding that you have removed all User Content / material that you may have downloaded via our Services. We will be entitled to retain such information as may be required by law.

15.2. Our suspension, deactivation and/or termination:

- 15.2.1. We may immediately, without notice terminate these Terms of Services if (i) You have materially breached your obligations under these Terms of Services or any other terms and conditions of policies incorporated by reference or if, (ii) You have violated applicable laws, regulations or third party rights, or (iii) we believe in good faith that such action is reasonably necessary to protect the personal safety or property of us or any other third party (including another User).
- 15.2.2. In addition, we may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) You have breached these Terms of Services, other terms and conditions or policies incorporated by reference, applicable laws, regulations, or third party rights, (iii) You have provided inaccurate, fraudulent, outdated or incomplete information during the Service Account registration, uploading of the Products and/or requests for Buyer delivery services, (iv) we become aware of or have received complaints about Your performance or conduct, (v) You have repeatedly cancelled transactions subsequent to a Match or failed to respond to offers/requests without a valid reason, or (vi) MatchMX believes in good faith that such action is reasonably necessary to protect the personal safety or property of MatchMX, its directors, employees, Users or third parties, or to prevent fraud or other illegal activity:
 - 15.2.2.1. cancel any pending or confirmed Match or requests for Product;
 - 15.2.2.2. limit the Users access to or use of our Services;
 - 15.2.2.3. temporarily or permanently revoke any special status associated with a User's Service Account; or
 - 15.2.2.4. temporarily or in case of severe or repeated offenses permanently suspend a User's Service Account.
- 15.2.3. In case of non-material breaches and where appropriate, the User will be given notice of any intended measure by us and an opportunity to resolve the issue to our reasonable satisfaction.

15.3. Consequences of termination:

- 15.3.1. Termination of the Terms of Services will not result in the termination of the Terms of Use for purposes of our website and other sites (in general), however, if the above breach has something to do with our website, then termination will be take such action as we deem appropriate, including but not limited to withdraw your right to use our site.
- 15.3.2. Termination of the Terms of Services will not affect any Sales Agreement in place at the time of termination hereof unless such termination is the result of cwrtain actions by You under a Sales Agreement.

16. DISPUTE RESOLUTION

Any dispute arising from the provision of our Services shall be subject to the following dispute resolution procedures:-

- 16.1. **Informal dispute resolution:** If there is any dispute we (You and us) will first attempt to resolve it informally. You must first contact our service manager at: info@matchmx.com. You will then be given an opportunity to first discuss the problem/dispute with the service manager. The dispute must be submitted within 10 (ten) days from you becoming aware of the issue / problem. If the dispute cannot be resolved within 10 (ten) days of the dispute been referred to the service manager then the below paragraphs may be referred to.
- 16.2. **Institution of Formal Proceedings:** Subject to the provisions of clauses 16.1 and 16.7, the Parties agree that either Party may elect to refer any dispute which may arise to either to the High Court of South Africa or to arbitration proceedings as contemplated in clause 16.3. Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.
- 16.3. **Arbitration:** If the Parties are unable to resolve any dispute informally and either Party has elected to commence arbitration proceedings to resolve the dispute in terms of clause 16.2, then such dispute shall on written demand by the electing Party be submitted to arbitration at Arbitration Foundation of Southern Africa ("AFSA) in Cape Town. Either party may select to participate in the arbitration live, by phone, video conferencing or by submission of documents.
- 16.4. **Status of arbitration ruling:** The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 16.4 may be made an order of court at the instance of any Party to the arbitration. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 16.5. **Rapid resolution of disputes:** The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
- 16.6. **Confidentiality:** All disputes will be dealt with in confidentiality to protect the reputation of the parties;
- 16.7. **Excluded relief:** This clause 16 shall not preclude either Party from seeking urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the parties are engaged including forums available to you as a consumer.
- 16.8. **Agreed Jurisdiction:** the Parties hereby consent to the jurisdiction of the Western Cape High Court (Cape Town) in respect of proceedings referred to in clause 16.2 above.
- 16.9. **Take note: any dispute arising from the Sales Agreement shall be managed as agreed to between the Buyer and Seller.**

17. GENERAL

- 17.1. **The whole Agreement:** These Terms of Service expressly supersede prior agreements or arrangements with you, except obviously for those terms and conditions that are incorporated by reference to these Terms of Service.
- 17.2. **Assignment:** You may not assign these Terms of Service without our prior written approval. We may assign these Terms of Service without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of our equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
- 17.3. **Third Party beneficiary.** Except as specifically stated in these Terms of Service, nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms;

- 17.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5. Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.