

TERMS AND CONDITIONS

This agreement was last revised on **the 1st of June 2013**

You the Buyer /User have arrived at our terms and conditions for use of this Internet Website Site by you. These terms and conditions are applicable to the website located at www.bid4gold.co.za and the business concern is called BID4GOLD (Pty) Ltd which is registered private company. The terms and conditions apply to you as the user irrespective where you are in the world and the standard principles contract of international law apply.

This Agreement is a binding agreement between you and BID4GOLD (Pty) Ltd. It sets out the terms and conditions governing you purchasing credits on this site in order for you to participate in an online auction(s), so please read it carefully. If you are uncertain, or if you do not agree with the terms and conditions then you should not accept them. In this regard it will be legally assumed that once you have entered the one time pin into the appropriate text box when prompted to do so, that you have indeed read all the terms and conditions set out hereunder and that you have understood them. It will be further legally assumed that you have not been coerced or forced or influenced in any manner whatsoever by any person to have accepted such terms and conditions.

We will provide you with the Services of purchasing credits and taking part in the online auctions and all other related aspects of interaction with our website only once you have accepted the terms and conditions of this Agreement by clicking on the " register " button when registering with us.

DEFINITIONS AND TERMS

- 38733
- Auction Arena
- Auction Countdown Timer
- Auction Credit Wallet
- Auction Reserve Price
- Available Bidding Credits
- Bid4Gold
- Bidding Credits
- Bidding Password

- Bidding Username
- Buyer means a person, firm or company who, purchases and/or makes use or utilizes his/her Bidding Credits, in order to make a bid for any Gold and Silver Precious Metal Products offered for sale on this Site;
- Gold and Silver Precious Metal Products
- HOURS: MINUTES: SECONDS
- One Time Auction Pin
- Place Bid Button
- Private Auction Profile Page
- Services means the purchasing of Bidding Credits and taking part in the online auctions offered on the Site by BID4GOLD (Pty) Ltd and all other related aspects of interaction with our website;
- Site or "Website" means the Internet website by which BID4GOLD (Pty) Ltd offers the Services from time to time, currently located at www.bid4gold.co.za.
- SMS "CODE"
- SMS "CREDITS"
- SMS "GOLD"
- SMS "YES"
- user or "users" means any Buyer, or someone who is otherwise using the Site;
- we, "us", "our", "ourselves" and "bid4gold" are used interchangeably in this Agreement and all mean BID4GOLD (Pty) Ltd;
- you or "your" means you, as a Buyer, or otherwise, and your successors and permitted assigns; and
 - 1.1 your information includes all information you provide to us in using this Site, including, without limitation, as applicable:
 - your registration details, including name and address details;
 - your credit card details;
 - any and all feedback, comments made by you and about you
 - the information that we learn about you as a result of your use of this Site, including without limitation, through the goods and services we offer on this Site, and the goods and services you bid for and/or acquire if you are a Buyer.

AUCTION TERMS AND CONDITIONS

PURCHASING OF GOLD AND SILVER PRECIOUS METAL PRODUCTS

- All products which will form the subject matter of any auction will be described as Gold and Silver Precious Metal Products. Bid4Gold reserves the right to change the type of products on auction at any time.
- BID4GOLD (Pty) Ltd will be regarded as the seller of these products.
- BID4GOLD (Pty) Ltd will at its own discretion decide on what these products are and when they are to be made available on a particular auction at any given time.
- BID4GOLD (Pty) Ltd will display these Gold and Silver Precious Metal Products during an auction until the time period of the auction expires.
- A Buyer will at his/her /its own discretion decide to bid on any Gold and Silver Precious Metal Products without any liability for such decision by BID4GOLD (Pty) Ltd. Bid4Gold does not take any responsibility for any users/Buyer's actions irrespective of the mental state or mental capability or mental awareness of the bidder or user on the site.
- On every occasion that a Buyer takes part and bids on an auction he/she /it hereby confirms that they will be doing so while been fully aware of any risks that they should have taken into account effecting them personally in any manner that might arise in the taking part of the transaction and auction.

PURCHASING OF BIDDING CREDITS

- Any Buyer that participates in an online auction hereby confirms that he or she or it is purchasing credits from BID4GOLD (Pty) Ltd which will entitle them to bid on an auction.
- Once they start bidding on an auction they will be entitled to purchase the Gold and Silver Precious Metal Products auctioned for sale by BID4GOLD (Pty) Ltd if they are the highest bidder at the end of the auction. Each time a bid is placed on an auction an amount of Bidding Credits will be utilized by the Buyer which is non refundable. The said bidding credits will be regarded as spent. The said spent credits will be utilized towards the payment for the use of the website by a User and allowing the User to take part in the various auctions and allowing him/her or it to bid in the said auctions. The credits that are spent also go towards the purchase price of the Gold and Silver Precious Metal Products should the bidder be the winning bidder at the end of the auction.

- BID4GOLD (Pty) Ltd will at its own discretion decide on the price of each Bidding Credit. The price of the Bidding Credit may increase or decrease depending on the method of payment by the Buyer.
- BID4GOLD (Pty) Ltd will at its own discretion be entitled to change the price of a Bidding Credit
- BID4GOLD (Pty) Ltd will at its own discretion decide on how many Bidding Credits are required to bid on a particular auction.
- BID4GOLD (Pty) Ltd will at its own discretion decide on the value of the minimum Auction Reserve Price which will be indicated by a minimum amount of Bidding Credits required to be utilized before a Buyer can purchase a Gold and Silver Precious Metal Product on auction at any given time.
- Depending on the item on auction and the user's activity on the website Bid4Gold may stipulate that a buyer has to pay an amount in a stipulated or nominated currency into Bid4Gold's PayPal account before he/she/it can take delivery of any Gold and Silver Precious Metal Product.
- Bid4Gold may depending on where a User is located dictate to a User that he/she/it must pay delivery charges of a Gold and Silver Precious Metal Product if the user has won an auction and prior to him/her /it taking delivery.

- **PROVISION OF SERVICES**

- BID4GOLD (Pty) Ltd will provide you with the Services as set out in these Terms and Conditions of agreement.
- BID4GOLD (Pty) Ltd will provide you with a username and password in order to login as required.
- BID4GOLD (Pty) Ltd will reserve the right to alter or vary your preferred username and password at any time and will notify you of any such alteration (by email or sms where possible).
- You as the Buyer agrees to provide all necessary equipment, network connections and software to access this Site
- You as the Buyer agrees that BID4GOLD (Pty) Ltd may restrict and/or terminate its services to you at any point in time if BID4GOLD (Pty) Ltd in its sole and absolute discretion, elects to do so and without having to furnish any reasons for doing so.
- BID4GOLD (Pty) Ltd may choose in its sole discretion to change its, billing and credit rules from time to time and such changes shall be effective forthwith.

- BID4GOLD (Pty) Ltd may choose in its sole discretion to change its fee structure, billing and credit rules from time to time, for promotional events and such changes are effective for the dates specified when BID4GOLD (Pty) Ltd post such a promotion on this Site.
- BID4GOLD (Pty) Ltd reserves the right in its sole discretion to alter or remove any Services or withdraw any Services offered. In the event that BID4GOLD (Pty) Ltd introduces a new Service, any fees for that Service will take effect from the launch of that Service, unless otherwise stated.
- Unless otherwise stated, all fees are quoted in US Dollars.

- **RULES PERTAINING TO THE BUYER**

- You as the Buyer agrees and warrants to BID4GOLD (Pty) Ltd that:
 - You and/or your information:
 - is accurate and not false, misleading, deceptive or fraudulent;
 - does not breach any Intellectual Property Rights of a third party;
 - is in compliance with all applicable laws, government regulations or guidelines;
 - is not forged, threatening or offensive or otherwise constitutes harassment;
 - does not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third party owner;
 - does not contain any viruses, worms, trojan horses or other invidious programs or data, whether attached to or embedded in other programs or data or not;
 - will not defame (libel or slander) another person or transmit misleading or inaccurate information of any kind, whether of a personal or commercial nature;
 - has the legal capacity to purchase any Bidding Credits ,Gold and Silver Precious Metal Product or related services that you bid for, and, will not otherwise be breaching any law in purchasing those goods or services;
 - will not bid for any Gold and Silver Precious Metal Product or services on this Site unless you are able, and have sufficient and available capacity in the form of Available Bidding Credits to pay for those Gold and Silver Precious Metal Product or services;

- the purchase of any Bidding Credits ,Gold and Silver Precious Metal Product and/or services on this Site is absolutely at your own risk; Any funds deducted via debit order on will not be refunded to any User if he has or is registered on the Bid4Gold website.
- Every sms that the user/Bidder sends via his/her/its cell phone or broadcasts to the short code 38733 will cost the user 10 ZAR cents. This will give the User 30 000 bidding credits per such sms sent to 38733.
- If a user is registered on the Bid4Gold website it will be legally accepted
 - that he/she/it accepted all these terms and conditions after reading and understanding them;
 - that he/she/it received a onetime pin that was sent to the User's nominated cellular telephone number which was entered by the user on the website's registration page.
 - That the User then once receiving such onetime pin entered such onetime pin voluntarily into the appropriate check box on the Bid4Gold website and thereby acknowledging acceptance of all these terms and conditions contained herein.
 - That the onetime pin is synonymous to a signature on a legally binding contractual document.
- The User/Bidder and any other person that is registered on the website hereby authorizes Bid4Gold to send or broadcast SMS messages to the cell number that the User/Bidder has provided to Bid4Gold upon registration. The User/Bidder further agrees and consents to sms messages been sent at any time throughout a 24 hour day period. Any amount of sms may be sent by Bid4gold at any time throughout the User/Bidder's registration upon the website.
- If a user wants to be de registered off the website he/she/it must send an email to admin@bid4Gold.co.za asking for this to be done.

- **CONDUCT OF AUCTION**

- The rules for conducting auctions on this Site are as follows:
 - You as the Buyer must not engage in bid manipulation to unfairly induce any other person to make bids and/or manipulate the bid price;

- if the highest bid does not reach the Auction Reserve Price (if there is one), then no bid will be regarded as having been successful;
- all bids are final and not retractable by you, the Buyer and a you shall be deemed to be the successful bidder if, you are the Buyer who placed the highest bid at the point in time when the Auction Countdown Timer reaches zero.
- BID4GOLD (Pty) Ltd will make the determination of who the highest bidder is at the point in time when the Auction Countdown Timer reaches zero.
- If for any reason whatsoever the highest bidder is not identifiable by BID4GOLD (Pty) Ltd then the Buyer whose bid was next in line in descending order of value of used Bidding Credits utilized, will become the highest bidder if the Auction Reserve Price was met.

- **COMPLETION OF SALE AND PURCHASE OF GOODS OR SERVICES**

- BID4GOLD (Pty) Ltd will notify the successful Buyer of the successful sale of the Gold and Silver Precious Metal Product(s) by automated email or sms or telephonic communication when an auction closes.
- BID4GOLD (Pty) Ltd will make arrangements with the Buyer of the successful sale for the delivery of the said Gold and Silver Precious Metal Product(s) to the nominated address of the Buyer.
- BID4GOLD (Pty) Ltd will choose the form and manner of delivery of the Gold and Silver Precious Metal Product(s).
- BID4GOLD (Pty) Ltd will only pass possession of the bought Gold and Silver Precious Metal Product(s) to the Buyer when the Buyer identifies himself in an appropriate and legal manner and when BID4GOLD (Pty) Ltd is satisfied that the Buyer is the user who took part in the auction for the particular Gold and Silver Precious Metal Product(s) to be delivered.

- **GENERAL TERMS AND CONDITIONS**

- BID4GOLD (Pty) Ltd may Change These Terms and Conditions
- BID4GOLD (Pty) Ltd has an absolute discretion to change the terms of this Agreement at any time. If they do so, they will post details of any changes on this Site that will be effective forthwith.
- By accepting this Agreement, you the Buyer/ User also agrees to accept and to be bound by any changes made by BID4GOLD (Pty) Ltd under this Site. In any event, your continued use of the Services after any changes to the terms of this Agreement have taken effect in accordance with this Site

will be deemed to be your acceptance of those changes to the terms of this Agreement.

- **COMPLIANCE WITH THESE TERMS AND CONDITIONS**

- The Buyer/user agrees to promptly inform BID4GOLD (Pty) Ltd of any breach by him/her of the terms of this Agreement and of any conduct of another user that they think may be a breach of this Agreement, whether the conduct has ceased, is continuing, or may occur in the future.
- The Buyer/user agrees that BID4GOLD (Pty) Ltd may and will monitor their conduct if BID4GOLD (Pty) Ltd believes that the Buyer/user is/are not complying with the terms of this Agreement. If BID4GOLD (Pty) Ltd do such monitoring, then BID4GOLD (Pty) Ltd will respect the Buyer/user's confidentiality, unless:
 - doing so would or could implicate BID4GOLD (Pty) Ltd in criminal behaviour, a civil wrong, or any other claim by a person for which BID4GOLD (Pty) Ltd may have to pay compensation;
 - the law compels, requires, or makes it prudent and desirable for BID4GOLD (Pty) Ltd to divulge or disclose the information BID4GOLD (Pty) Ltd holds or knows; or
 - BID4GOLD (Pty) Ltd considers it necessary or desirable to make disclosures to preserve or enforce its interests or rights.
- If BID4GOLD (Pty) Ltd believes, whether or not we have conducted any monitoring, that the Buyer/User is not, or may be in danger of not, complying with any of the provisions of this Agreement, then BID4GOLD (Pty) Ltd may send the Buyer/User a warning asking them to rectify their conduct (although BID4GOLD (Pty) Ltd will not be obliged to do so).
- If the Buyer/user:
 - infringes or is suspected of infringing the Intellectual Property Rights of BID4GOLD (Pty) Ltd;
 - is suspected of having, or is found by conviction, settlement insurance or escrow investigation or otherwise, to have engaged in any fraudulent or other criminal activity in connection with this Site or any other web site; or
 - has an overdue payment on their BID4GOLD (Pty) Ltd Account; or
 - otherwise breaches this Agreement, BID4GOLD (Pty) Ltd may, in their absolute discretion:
 - withhold from the Buyer/User, their use of any or all of the Services, and access to their information;

- delete or remove, without incurring any liability to the Buyer/User, any or all of their information and block incoming and out-going data or message transfers;
- restore the Services if and when the Buyer/User can demonstrate clear and complete adherence to the terms of this Agreement on a permanent and consistent basis; and
- terminate the Agreement that BID4GOLD (Pty) Ltd has entered into with the Buyer/User, and cancel its obligations to provide the Services, if BID4GOLD (Pty) Ltd is not satisfied that the Buyer/User will clearly and completely adhere to the terms of this Agreement, on a permanent and consistent basis, if the Services are restored to you the Buyer/User

- **USE OF SITE**

- In using this Site, the Buyer/User must not:
 - illegally copy, store, use, alter, modify, impair, interfere with or attempt to interfere with, or distribute software or other data;
 - alter, damage, destroy, erase, interfere with or attempt to interfere with, or infect BID4GOLD's (Pty) Ltd files, data and other computer systems and network resources or those of other users or any other person, or access, copy, modify, remove or impair the reliability, security or operation of, any data or files or other information stored in these systems or network resources;
 - impair the electronic communications to or from, or interfere with or obstruct the lawful use of, or otherwise cause any unauthorized computer functions to BID4GOLD's (Pty) Ltd computer systems or those of other users or any other person;
 - engage in any practice or conduct that is unlawful under any laws applicable to BID4GOLD (Pty) Ltd and or the Buyer/User;
 - copy, modify, or distribute rights or content from BID4GOLD's (Pty) Ltd site, services or tools or BID4GOLD's (Pty) Ltd copyrights and trademarks;
 - harvest or otherwise collect information about users (including email addresses), trades listed or sales activities conducted on BID4GOLD's (Pty) Ltd without the express permission of BID4GOLD's (Pty) Ltd;
- Any links or references (direct or indirect) to other web sites on BID4GOLD's (Pty) Ltd Site are provided for the Buyer/User's convenience only and do not, and are not an express or implied endorsement by

BID4GOLD (Pty) Ltd, of those web sites, or the products and services contained on those web sites.

- A Buyer/User is required to be registered as a user on BID4GOLD (Pty) Ltd in order to utilize the site. A Buyer/User may only register once on the site.
- A Buyer/User is required to follow the procedures and methods and instructions as set out below in the use of the Site:

- **The Procedures Methods Instructions for the use of this site are as follows**

- **How do I register?**

- Simply visit our website (www.bid4gold.co.za), click on the Register link and enter the following fields: Bidding Username, Bidding Password, the Country where you Mobile Number originates from, your Mobile Number, read the Terms And Conditions and check the appropriate checkbox. Your unique Bidding Username will be displayed in the Auction Arena while you are bidding, so choose a name that will suit your bidding style and personality. Your Bidding Password can be any password of your choice but must be at least 4 characters long. Once this is done, simply click on the Submit button. Wait a couple of seconds and you should receive a SMS containing your One Time Auction Pin (OTAP) which you will then need to enter into the appropriate text box. Once you have done this, click on the Register button.
- That's it! At this stage you will be redirected to your Bidding Account Profile page. From this page you will be able to edit your Profile. Your Auction Credit Wallet will appear in the top right of your screen. This will indicate how many Available Bidding Credits you have to bid in any Auction Arena.

- **How do I bid on an auction**

- Once you have updated the details in the Bidding Account Profile Page, you will be able to enter the Auction Arena. Inside the Auction Arena you will see two auction platforms – a Gold Arena and Silver Arena. On the top right of your screen you will see an Auction Countdown Timer which will indicate when the currently displayed auctions will end. Your

Auction Credit Wallet will indicate how many Available Bidding Credits you have available for bidding on in the respective Arena's.

- From here, you can then decide whether you would like to bid on one or all of the Auctions. All you need to do is select the amount of credits you want to bid and then click on the Place Bid Button. As you place a bid, your Available Bidding Credits will be reduced according to the amount of Bidding Credits that you use during the auction(s).

- **How Do I Buy Credits?**

- \$1 US Dollar will buy you 30,000 Bidding Credits. You may purchase Available Bidding Credits via PayPal. You may also utilize our debit order payment facility whereby you can purchase Available Bidding Credits. If you wish to follow this method of payment, email us at admin@bid4gold.co.za and a consultant will contact you.

- **How Do I Take Home The Gold And Silver?**

- While you are bidding, you must ensure that you are the highest bidder for a particular Auction when the Auction Countdown Timer reaches zero (00:00:00). It's up to you to utilize your Available Bidding Credits as effectively as possible so as to ensure that you become the Winning Bidder. While you are bidding on a Gold and/or Silver Precious Metal Medallion/Coin, you will be able to see in real time while the Auction Countdown Timer is counting down to zero, who the highest bidder is and how many Bidding Credits have been spent on a particular product in that particular auction. You at any time can (depending on the remaining time on the Auction Countdown Timer), bid more Bidding Credits in order to ensure that you are the highest bidder. When the Auction Countdown Timer clock reaches zero and you are the highest bidder who has spent the most Bidding Credits on the particular auction and have met the Auction Reserve Price, you will become the Winning Bidder and will be able to take the Gold Medallion and/or Silver Medallion home. You will be contacted the following day and arrangements will be made for the Gold and Silver Medallion to be couriered to your doorstep.

- **When does the auction end**

- As you bid on one or all of Auctions, the Auction Countdown Timer will count down the time which indicates when the Auctions will expire or end. Depending on activity in the respective Auctions, the Auction Countdown Timer may increase or decrease. The auction time period though will not be longer than 7 days and will not be shorter than 60 minutes. It will be your responsibility to monitor this.

- **Do I Receive Free Credits When I Register?**

- Upon registration you will receive 1,200 000 free Available Bidding Credits which will reflect in your Auction Credit Wallet. As you are bidding during an auction and if your Available Bidding Credits decrease down to zero or is not enough for you to place a bid on an auction, you will be prompted to purchase more credits.

- **How Much Does A Bidding Credit Cost?**

- \$1 US Dollar will buy you 30 000 Bidding Credits. You may purchase Bidding Credits in increments of \$5, \$10, \$20, \$50, \$100, \$200 and \$500 US Dollar amounts.

- **In What Increments Do I Buy Credits?**

- \$1 US Dollar will buy you 30 000 Bidding Credits. You may purchase Bidding Credits in increments of \$5, \$10, \$20, \$50, \$100, \$200 and \$500 US Dollar amounts.

- **Do My Credits Expire/Get Refunded?**

- All Available Bidding Credits that you buy or get for free do not expire. As you bid on an auction the amount of credits in your Bidding Wallet reduces accordingly. After every Auction a portion of your Bidding Credits get refunded to you. This only applies if you are NOT the Winning Bidder. The amount of spent Bidding Credits that will be refunded to you depends on how active you take part in the Auction(s). i.e. how many times you log in, how many times you bid, the amount of Bidding Credits you purchase, the amount of Bidding Credits you have used and how many times you

were the Top Bidder. This process is automated and will take place after every Auction.

- **Value And Reserve Price**

- Depending on the value of the Gold and Silver Precious Metal Medallions/Coins on Auction, an Auction Reserve Price may be set per product per auction. This will be displayed next to the product in the Auction Arena while you are bidding on the product. The products on display are legitimately supplied by [Cape Precious Metals](#), a registered and one of the leading refineries in Africa. Each item is accompanied by a certified letter confirming the purity and weight of each Gold and Silver Medallion. An example can be found on our Home Page.

- **How Is The Highest Bidder Determined?**

- The Highest Bidder is a person who has utilized the most Available Bidding Credits during a particular auction and is the highest bidder when the countdown timer reaches zero. While the bidding is taking place during an auction you will be able to view in real time what the highest bid is for each respective Auction.

- **How many credits do I use every time that I bid on an auction**

- As you bid on an auction by using Bidding Credits in order to outbid your fellow auction participants, the balance of your Available Bidding Credits in your Auction Credit Wallet will reduce after each time that you place a bid on a Gold and Silver Precious Metal Products. In other words each time you click on the Place Bid Button the amount of the Bidding Credits spent will be deducted from your Available Bidding Credits reflecting in your Auction Credit Wallet. The amount of Bidding Credits utilized by you or costing you each time that you place a bid by clicking on the Place Bid Button will depend on the value of the Gold and Silver Precious Metal Products on auction during the particular auction that you are bidding on and taking part in. Every time you click on the Place Bid Button you will see how many Bidding Credits you

have spent. The Bidding Credits cost per auction will also be displayed next to the Auction Reserve Price.

• **How do I buy credits to bid on an auction?**

- You may SMS “GOLD” or “YES” to “38700” from your dedicated cell number nominated by you in your Private Auction Profile Page and you will get an immediate reply allocating another 30 000 Available Bidding Credits to your Auction Credit Wallet. The cost of the sms will be R10 ZAR giving you 30 000 Available Bidding Credits.
- You may purchase Available Bidding Credits via the online PAYPAL secure credit card payment system.

• **Does my credits expire**

- All Available Bidding Credits that you buy or get from us for free without paying for them, do not expire and will last you forever.

• **How is the highest bidder determined**

- The highest bidder will be the person who has utilized the most Available Bidding Credits during a particular auction by clicking on the Place Bid Button during the Auction Countdown Timer period before the Auction Countdown Timer reaches zero.

• **How do I change my Private Auction Profile details (cell number email password)**

- At any stage after you have successfully logged into our site using your Bidding Username and Bidding Password you may go to your Private Auction Profile Page and change your cell number or email address or even upload a new photo to be displayed while you are bidding in the Auction Arena

• **What if I lose my password**

- If you at anytime lose your password you may either email us or SMS CODE to 38733 and we will email you or sms you a new Bidding Username and Bidding Password which you can use to log into our website. Once you have logged

into our website you may go to your [Private Auction Profile Page](#) and change your details again.

- **Can I redeem my [Available Bidding Credits](#) in any other manner besides bidding on an auction**

- You may not redeem your [Available Bidding Credits](#) in any other manner besides bidding on an auction. Once you have purchased your [Available Bidding Credits](#) which reflect in your [Auction Credit Wallet](#), the responsibility will be yours to utilize them by taking part in auctions for our [Gold and Silver Precious Metal Products](#).

- These Terms and Conditions may change without notice and will take effect immediately upon being posted on the BID4GOLD (Pty) Ltd web site.
- Notwithstanding, and in addition to any other provision of this Agreement, A Buyer/User agrees to comply with any laws applicable to them when using this Site
- A Buyer/User agrees not to harass, intimidate or threaten any of the BID4GOLD (Pty) Ltd staff or any users of the BID4GOLD (Pty) Ltd website in any way or form and failure to do so may, in BID4GOLD (Pty) Ltd 's sole discretion, result in the cancellation or restriction of a Buyer/User's registration on the Site.

- **USE OF “ BID4GOLD INVITE A FRIEND FACEBOOK APPLICATION”**

All registered users who utilize the Bid4Gold online auction platform and any part of the Bid4Gold website are bound by standard privacy policy rules. Such rules entail that they will respect all fellow users privacy and in no manner whatsoever misuse or harvest any personal information of any other user without their express permission and the express permission of Bid4Gold.

The use of the Facebook application must be utilized without in any manner infringing on any persons right to privacy and specifically without in any manner infringing on the right to privacy of any Facebook user. When referring any person via the said Facebook application to the Bid4Gold website such will be done in an appropriate manner without in any way abusing the said Facebook application or in any manner interfering with the right to privacy of any person so referred via the said application. In using the said application the user will also at all times respect and abide by all Facebook rules and policies.

Should any user breach these rules they will be deregistered from the Bid4Gold site and banned from using it again.

- **Bid4Gold also confirms that it at all times will keep, store, manage, utilize all information gathered from any user of the site as private.** Such information will also include Personal information that can be anything that can be used to identify an individual, not limited to but including; name, address, date of birth, marital status, contact information, ID issue and expiry date, financial records, credit information, medical history, where you travel, and intentions to acquire goods and services. Such personal information will not be divulged by Bid4Gold to any person unless the user has transgressed any of the Bid4Gold terms and conditions in any manner whatsoever.
- All users hereby acknowledge that they give Bid4Gold express permission and authority to communicate with them via email and SMS by sending messages/emails to their cellular phones via their nominated cell number which is utilized to register on the Bid4Gold site, and or email address which they have entered as theirs in the Private Auction Profile Page. These messages can be transactional or marketing information in nature and can and will be sent to the user at any time.
- **ENTERING INTO THIS AGREEMENT**
 - The Buyer/User represents and warrant to BID4GOLD (Pty) Ltd that:
 - if they are an individual, that they are eighteen (18) years of age or over and of full legal capacity and thus capable of entering into this Agreement and performing their obligations under this Agreement;
or
 - if they are a juristic entity:
 - that they are duly incorporated and have been issued with a certificate of commencement of business and have the power to own/sell property; and
 - entering into this Agreement does not violate their Constitution; and
 - the Buyer/User has the power and has taken all corporate and other action required to enter into this Agreement and to authorize entering into this Agreement and performing their obligations under this Agreement.
 - The Buyer/User further represents and warrants to BID4GOLD (Pty) Ltd as follows:

- If they are under 18 years of age or if they are not legally permitted to enter into a binding and enforceable agreement, then they may not register as a Buyer/User or make use of the services of BID4GOLD (Pty) Ltd, unless they are duly supervised by and if they have obtained the consent of their parent or legal guardian or spouse.
- If their parent or legal guardian supervises them and gives his/her consent, then such person hereby agrees to be bound and to be liable and responsible for the Buyer/User and for all their obligations or duties in terms of the agreement entered into between the Buyer/User and BID4GOLD (Pty) Ltd.
- BID4GOLD (Pty) Ltd strictly reserves its rights to refuse their service, terminate/suspend any Buyer/User, should BID4GOLD (Pty) Ltd, in their sole discretion find that any Buyer/User has failed for whatsoever reason to comply with the aforementioned provisions or the remaining provisions of these terms and conditions.

- **RELYING UPON BID4GOLD (PTY) LTD 'S SERVICES**

- Whether a Buyer/User is using the Services for private or commercial purposes, or both, the quality and continuity of BID4GOLD (Pty) Ltd Services depends on many factors over which BID4GOLD (Pty) Ltd has no control and cannot seek to control. While BID4GOLD (Pty) Ltd will always endeavor to maintain ongoing access, disruptions and failures of this Site, any or all computer systems, network resources and the Services, are probable in such an operating environment.
- Recognizing this, a Buyer/User agrees that: BID4GOLD (Pty) Ltd cannot and do not guarantee, warrant or otherwise imply that:
 - a Buyer/User will receive constant and uninterrupted access to this Site or the Services; or
 - a Buyer/User will receive unlimited access to all of the content available on the Site at any given time;
 - BID4GOLD (Pty) Ltd cannot always ensure that this Site, its computer systems and network resources will be fully or continually protected from unlawful access by others, including the infection of data or other information by viruses, or the alteration, misuse, or stealing of data or other information or that any of these activities will be detected.

- **DISCLAIMER AND LIMITATION OF LIABILITY**

- Notwithstanding, and in addition to any other provision in this Agreement, a Buyer/User agrees that BID4GOLD (Pty) Ltd will not be liable to them or any other person for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered, by any person however arising (including where the cause cannot be determined), or whether it arose directly or indirectly from any authorised or unauthorised use of, access to, reliance on, or any inability to use or access this Site, the Services, or as a consequence of such use, access, reliance, or inability to access, including, but not limited to any loss relating to one or more, or a combination, of the following:
 - a failure, or error in the operation, of all or any part of this Site, BID4GOLD's (Pty) Ltd computer systems, network resources, the Services, or any other computer systems or network resources to which they may be connected or upon which they may rely, or the taking offline of any of those computer systems or network resources for any reason;
 - any circumstances which produce or have the consequence of producing a degradation, fall-off, or complete severance of access to this Site or network resources or any other computer systems or network resources to which they may be connected by any person;
 - in relation to an auction on this Site, that bids were not processed or accepted due to technical difficulties or for any reason whatsoever;
 - whether BID4GOLD's (Pty) Ltd or another person could have foreseen such a loss or type of loss, or were negligent or reckless, whether or not the loss was suffered in connection with a business or commercial enterprise, including, but not limited to, any economic or consequential loss or damage, any and all damage to, or loss of, any equipment, property, data, or other information possessed by a Buyer/User or any other person, any loss of profits, and any losses relating to contracts, business, revenue, goodwill, or any anticipated savings;
 - any personal losses or hardship, stress and anxiety, nervous shock, or other personal suffering or condition;
 - any errors or omissions in any documentation or other literature provided by BID4GOLD (Pty) Ltd, any errors or omissions in any data, on this Site, or any breach of contract or negligence on the part of BID4GOLD's (Pty) Ltd, our employees, agents or authorized representatives;

- **DISPUTES**

- a Buyer/User and BID4GOLD's (Pty) Ltd must follow the procedure for resolving any dispute in connection with or arising out of this Agreement, in accordance with the procedure for resolving a dispute which is as follows:
- first, either a Buyer/User or BID4GOLD (Pty) Ltd may give notice to the other about the nature of the dispute and a Buyer/User and BID4GOLD (Pty) Ltd will seek to negotiate a settlement within 14 working days of receipt of the Notice;
- second, to the extent those negotiations fail, a Buyer/User and BID4GOLD (Pty) Ltd will seek, within a further 2 days, to reach agreement on the appointment of a mediator for resolving the dispute, and failing any such agreement, the mediator shall be appointed by the AFSA Secretariate and, the mediation shall be conducted in accordance with the AFSA Administered Mediation Rules; and
- failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator(s) appointed by the Foundation.
- a Buyer/User shall be liable for all costs incurred by BID4GOLD (Pty) Ltd in the enforcement of any rights which it has in terms of this Agreement or in the recovery of any monies due to BID4GOLD (Pty) Ltd, including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgment has been granted in connection with the satisfaction or enforcement of such judgment against a Buyer/User.

- **ENTIRE AGREEMENT**

- Unless the context indicates otherwise, this Agreement incorporates all other Agreements between the parties. Should there be any conflict between any other agreement and this Agreement, the provisions of this Agreement shall prevail.

- **REMEDIES CUMULATIVE**

- All rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. A notice dealing with amendments or variations or updates of this Agreement will be posted on BID4GOLD's (Pty) Ltd website .It is the Buyer/User's duty and

responsibility to familiarize and understand the amendments or variations or updates. By continuing to use BID4GOLD's (Pty) Ltd services, the Buyer/User is deemed to have accepted the amendment, variation or update as binding on them

- **NON-WAIVER**

- Other than as otherwise specified in this Agreement, neither the failure of a party to enforce at any time any of the provisions of this Agreement nor the granting of any time or other indulgence shall be construed as a waiver of that provision or of the right of that party thereafter to enforce that or any other provision.

- **GOVERNING LAW**

- This Agreement will be governed by internationally accepted law of contract as approved and agreed upon by the Common Wealth of Countries and the United Nations

- **NOTICES**

- The Buyer/User chooses their domicilium citandi et executandi ("domicilium") for the purposes of giving any notice serving any legal process and for any other purpose arising from this Agreement at their e-mail addresses and telefax numbers as set out in their application for registration on this site. Any notice to be served by either party to the other must be in writing and will be sent by facsimile, or email to the relevant party to this agreement at its respective address as specified on the application for registration on this Site and, in the case of BID4GOLD (Pty) Ltd, NO 1 Devon Park Blaauwberg Road, South Africa 7441. In the case of a facsimile it will be deemed to have been served on receipt of a successful transmission notice and in the case of email it will be deemed to have been served if no return email stating that the email cannot be delivered is received.