

SELLER TERMS AND CONDITIONS

These Seller Terms and Conditions (“Terms”) are the only basis upon which Keylohgram is prepared to contract with the Seller and this shall govern the relationship between the Parties to the exclusion of all other terms and conditions.

The below provisions set out the terms and conditions between the Seller and Keylohgram for advertising and selling the Goods on the Website. By making Use of the Website, these Terms will be considered as being read, understood, fully agreed to and accepted by the Seller.

The Seller confirms that it has obtained and familiarised itself with the Keylohgram “User Agreement – Terms and Conditions” (“User Agreement”) and agrees that it is binding on the Seller in so far as said User Agreement is related to the Seller. Please de-register now should you not wish to conduct business with Us under these Terms as no waiver, variation, or relaxation thereof will be agreed to.

1 INTRODUCTION AND ACCEPTANCE

- 1.1 Keylohgram provides Sellers with the opportunity to advertise and sell their products to Users on the Website, subject to the terms and conditions set out herein and as may be referenced herein.
- 1.2 The Terms govern the Advertising, Ordering, Provision, Sale and delivery of Goods, and the Use of the Website.
- 1.3 We reserve the right to modify, update, change or replace any part of these Terms by posting updates and/or changes to our Website (“Amended Terms”) from time to time without notice. The Amended Terms will be made available via the Website.
- 1.4 It is Your responsibility to check the Website periodically for any changes or updates to the Terms. Your continued Use of or access to the Website following the posting of any Amended Terms constitutes acceptance of and agreement to the Amended Terms.
- 1.5 Any new Goods or features which are added to the Website from time to time shall also be subject to the Terms. You can review the most current version of the Terms at any time on the Website.
- 1.6 If You do not agree to the Terms, please terminate your Use of the Website. Each time You Use the Website You agree to be bound by the Terms or any Amended Terms, as the case may be.
- 1.7 We reserve the right at any time to discontinue the Website (or any part or content thereof) without notice.

2 INTERPRETATION AND DEFINITIONS

In these Terms:

- 2.1 headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Terms;

- 2.2 words importing natural persons shall include a reference to artificial or juristic persons and vice versa;
- 2.3 a reference to any one gender shall include a reference to the other genders;
- 2.4 a reference to the singular shall include a reference to the plural and vice versa;
- 2.5 a reference to a Party shall include a reference to that Party's successors and assigns;
- 2.6 where the day on or by which anything is to be done is not a Business Day, it shall be done on or by the first Business Day thereafter;
- 2.7 when any number of days is prescribed in these Terms, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;
- 2.8 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, calendar months or calendar years, respectively;
- 2.9 where any term is defined within the context of any particular clause in these Terms, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of these Terms;
- 2.10 expressions defined in clause 2.16.16 shall bear the same meanings in the Annexures to these Terms;
- 2.11 the rule of construction that these Terms shall be interpreted against the Party responsible for the drafting or preparation of these Terms, shall not apply;
- 2.12 the termination of these Terms shall not affect those provisions of these Terms which expressly provide that they will operate after such termination, or those which of necessity must continue to have effect after such termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 2.13 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Commencement Date, and as amended or substituted from time to time;
- 2.14 any term which refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which these Terms may apply or to the laws of which a Party may be or become subject; and
- 2.15 the use of the word "including", "includes" or "include" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.16 the following words and expressions shall have the meanings set out below and cognate words and expressions have corresponding meanings:

- 2.16.1 "**AFSA**" – the Arbitration Foundation of Southern Africa, or its successor in title;
- 2.16.2 "**Amended Terms**" – shall have the meaning as set out under clause 1.3 above;
- 2.16.3 "**Applicable Laws**" - any and all statutes and subordinate legislation, common law, regulations, ordinances and by-laws, directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, court, governmental, intra-governmental or supra-national body, agency, department or any regulatory, self-regulatory or other authority or organisation and other similar provisions from time to time, compliance with which is mandatory;
- 2.16.4 "**Business Day**" - any day other than a Saturday, Sunday or official public holiday in South Africa;
- 2.16.5 "**Buyer**" - means the customer or a User who are entering the Website with the purpose to purchase Goods and/or Services Advertised;
- 2.16.6 "**Collection Date**" – means the date upon which the Buyer will collect the Goods from the Seller, where so elected by the Buyer;
- 2.16.7 "**Commencement Date**" – means the date upon which the Seller makes Use of the Website;
- 2.16.8 "**Defective Goods**" – any Goods which –
 - 2.16.8.1 do not comply with or conform to any Applicable Laws;
 - 2.16.8.2 is not merchantable and/or safe and/or fit for the purpose for which it was produced; or
 - 2.16.8.3 is defective, prone to failure, constitutes a hazard and/or is unsafe as contemplated in section 53 of the Consumer Protection Act, No 68 of 2008;
- 2.16.9 "**Delivery Address**" – the physical address to which the Goods must be delivered as agreed between the Buyer and the Seller;
- 2.16.10 "**Delivery Date**" – unless where collected by the Buyer, means the date on which Keylohgram, its nominated third party or the Seller will deliver the Goods to the Delivery Address as may be advised by Keylohgram from time to time;
- 2.16.11 "**Goods**" - means all the products advertised for Sale by Sellers on the Website and wherever the terms "**Product**", "**Products**" "**Service**" or "**Services**" is used, it has a similar meaning to "Goods";
- 2.16.12 "**Force Majeure Event**" – means any cause beyond the reasonable control of a Party, including but not limited to any act of God, any restriction, prohibition, intervention, investigation, request, seizure or other act of any governmental or regulatory authority (such as customs authorities), agency, body or enquiry or any law, regulation or order of a competent authority, any strike, lock-out or other industrial dispute or labour trouble (but excluding any strike, lockout, industrial dispute or labour trouble involving solely the Seller's workforce), any shortage of or inability to obtain materials or fuel or power or transportation, or any riot, commotion, war (whether declared or not) or civil or military unrest, any pandemic, fire, explosion, storm, flood, earthquake and/or other weather condition;
- 2.16.13 "**Keylohgram**" – means Keyloh Proprietary Limited (Registration No 2019/231233/07) and "**We**", "**Us**", "**Our**" shall have a corresponding meaning;
- 2.16.14 "**Parties**" – means Keylohgram the Seller and the Buyer collectively and "**Party**" shall mean either one of them;
- 2.16.15 "**Purchase Price**" – means the price payable by the Buyer for the Goods purchased through a Sale, excluding VAT;
- 2.16.16 "**Returns Policy**" – means the Seller's Returns Policy;
- 2.16.17 "**Sale**" – means any direct online sales, futures contracts, and/or Buyer requests concluded through the Website, "**Sell**" and "**Selling**" shall have a corresponding meaning;
- 2.16.18 "**South Africa**" – means the Republic of South Africa;

- 2.16.19 **"Seller"** – means the Seller of the Goods, **"You"** and **"Your"** shall have a corresponding meaning;
- 2.16.20 **"Tax Invoice"** - the document as required by Section 20 of the VAT Act;
- 2.16.21 **"Terms"** – means these Seller Terms and Conditions, together with any annexures attached hereto, each as may be amended from time to time;
- 2.16.22 **"Use"** – means the usage of the Website through means of browsing the Website and/or advertising, uploading, offering of the Goods for Sale and Selling the Goods via the Website, **"Using"** shall have a corresponding meaning;
- 2.16.23 **"User"** – means the user making Use of the Website, which may include a Buyer where applicable;
- 2.16.24 **"VAT"** – means Value-Added Tax levied in terms of the VAT Act;
- 2.16.25 **"VAT Act"** – means the VAT Act, 89 of 1991;
- 2.16.26 **"Website"** – means the Keylohgram website (www.Keylohgram.co.za), which includes the online store.

3 ACKNOWLEDGEMENTS

- 3.1 By making Use of the Website, thereby agreeing to these Terms, You acknowledge and agree that You:
 - 3.1.1 Have the legal capacity to enter into this agreement and that You are at least 18 (eighteen) years of age;
 - 3.1.2 Shall provide Us with true and accurate information regarding Your user registration and user details;
 - 3.1.3 Shall not Sell products for any illegal or unauthorised purpose and by the Use of the Website You shall not violate any laws of South Africa or in Your jurisdiction (including but not limited to copyright laws); and
 - 3.1.4 Shall not transmit any worms or viruses or any code of a destructive nature.
 - 3.1.5 A breach or violation of any of the Terms will result in an immediate termination of Your Use of the Website. We reserve the right to refuse to provide any product or service to anyone for any valid reason, as determined in our sole discretion, at any time.

4 ACCOUNTS AND REGISTRATION

- 4.1 To get access to the Website and our Services, you must first register and create an account by providing the requested information and creating a unique, secure username and password.
- 4.2 Your account will need to go through a vetting process with Keylohgram before gaining full access to the Website. Once your account is approved, you will be able to make use of our Products and Services.
- 4.3 We reserve the right to refuse Your registration or use of Our Services at Our discretion, without the need to provide a reason. This can happen even if You have completed the registration process and agreed to the Terms.
- 4.4 It is your responsibility to keep your username and password secure and confidential. Keylohgram will not be held responsible for any liabilities, damages, or costs that may result from unauthorized access to your account.

- 4.5 Keylohgram reserves the right to suspend or close an account at any time if it is determined that the applicant or user has provided false information or is using the website in violation of these terms.

5 YOUR DATA

- 5.1 Definition: Data belonging to You or Your customer, including information provided by You or Your customer (or any third party on your behalf) and data generated, processed, or supplied by Us in providing services, is considered Your data. However, any derived data created by Us for Our own purposes or that is proprietary or confidential to Us or Our contractors is excluded.
- 5.2 Data Ownership: You own all Your data and grant Us the right to use it to provide Services when You give Us access to it.
- 5.3 Data Ownership: You own all your data and grant Us the right to use it to provide Services when You give Us access to it.
- 5.4 Our Data Ownership: We do not own any of Your data, but We do own our derived data. Derived data refers to any data created by Us from Your data, such as through aggregation, de-identification, or anonymization.
- 5.5 Data Protection: We take the protection of Your data seriously and will always take measures to protect it. This includes complying with relevant laws, such as the Protection of Personal Information Act 4 of 2013 (POPIA) and data protection laws, implementing effective security measures, protecting against unauthorized access and use, and not disclosing personal information from Your data except as agreed upon. In the event of a security breach, We will notify You, provide information on the breach, and take action to minimize the impact and prevent recurrence. The User consents to the cross-border sharing of personal information as provided for and consents to the processing of special personal information in accordance with Section 26 of POPI. Data operator agreements are in place to ensure the security of personal information as referred to in section 19 of POPIA.
- 5.6 Subcontracting: We may subcontract work involving Your data, but only with your written permission and under conditions such as informing You of the purpose of sharing your data, carrying out due diligence on subcontractors, and imposing the same obligations on them as on Us. We remain fully liable for any processing of Your data by subcontractors.
- 5.7 Data Location: Your data will remain where it is initially placed, unless we need to transfer it to another country to fulfil our obligations. We will ask for and get your consent before transferring your data to other entities, such as our associated companies, service providers, or agents located in other countries.
- 5.8 Access and Deletion Requests: In accordance with the "right to be forgotten" in POPIA, you have the right to request deletion of personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully. You can access our PAIA manual or POPIA Information Page for more information on how to request access or deletion of your personal information.
- 5.9 Limited Personal and Company Information: By submitting Your information on the Website, you give Keylohgram unrestricted and permanent permission to display personal and company information limited to company name, personal and company contact details & company

addresses alongside the Products you Advertise. Only limited contact details of You and your company will be visible and accessible to all registered Users on the Website.

- 5.10 Your submission of personal information on Our Website is also governed by Our Privacy Policy which can be found on the Website.

6 MARKETING

- 6.1 Subscription/Opt-in: By using Our Website or Services, You agree to allow Us to collect your data as outlined in Our Privacy Policy. This makes You our customer and allows Us to market to You on an opt-out basis. This means We may reach out to You through various marketing channels such as email, telephone, SMS, postal mail, social media, instant messaging, and push notifications until You choose to opt-out.

- 6.2 Direct Marketing Requirements as outlined in S69 of POPIA:

- 6.2.1 The company may only contact a data subject under the following conditions:

- They have given their consent;
- They have not previously declined consent; and
- The company may only contact the data subject once.

- 6.2.2 How to Obtain Consent: Consent must be obtained through:

- Opt-in on the Manual opt-in form;
- In the company's client contracts; and
- Written consent via a signed document or email.
- company's website;

- 6.2.3 When is Processing of Personal Information for Direct Marketing Allowed: Processing personal information for direct marketing purposes is acceptable if:

- The contact details were obtained during a product or service sale;
- The marketing is for similar products that would benefit the client;
- The primary purpose of the marketing; and
- The client or data subject has not previously declined communication or opted-out.

- 6.3 Unsubscribe/Opt-out:

- 6.3.1 You can opt-out of marketing emails by clicking the unsubscribe link in the marketing emails You received (not including emails related to your use of the portals).

- 6.3.2 You can opt-out of SMS marketing by sending an e-mail to admin@keyloh.co.za indicating We should remove You from the SMS list.

- 6.3.3 You can opt-out of push notifications by removing the website permission in your browser's notification settings.

- 6.3.4 You can manage your cookie preferences by clicking here: [Manage your Cookie Preferences](#).

- 6.3.5 Please note that it may take up to three business days for opt-out requests to take effect.

- 6.4 Manage Preferences: You can update your interests and subscriptions by managing Your profile on Our Website.

- 6.5 Complaints Procedure: If you feel that you received communication from us without your consent or if you suspect that your information was accessed without your permission, please express your complaint by sending us an e-mail on admin@keyloh.co.za

7 ADVERTISING

- 7.1 Advertising Guidelines. To meet regulatory requirements, maintain high-quality advertising, enhance safety, and safeguard animals, we have established advertising rules. Below are the general rules of Advertising Your Goods on Our Website:

- 7.1.1 Avoid using stock or generic images from other Sellers or taking screenshots. Utilize unique images for each advertisement.
- 7.1.2 Images of food products, particularly meat products, can be controversial for some users. Please maintain a professional and ethical approach, avoiding images that display excessive amounts of blood or dirty environments. If you have any doubts, it is best not to include such images in your advertisement.
- 7.1.3 Prohibit images that depict nudity, sexual content, violence, cruelty, neglect, racism, or discrimination.
- 7.1.4 Prevent placing duplicate advertisements. Duplicates are defined as more than one ad placed by the same user for the same content within 7 days or ads that are identical across multiple regions or categories. Ads with the same text and different images or vice versa also qualify as duplicates.
- 7.1.5 The rule against duplicates applies to both free and paid advertisements.
- 7.1.6 Ad text should provide as much clear information as possible about the advertisement.
- 7.1.7 Avoid using foul language, defamatory comments, racism, sexism, derogatory labels, or any form of discrimination.

- 7.2 The Seller will be entitled to advertise and Sell their products on the Website to Users.

- 7.3 You will be responsible for providing accurate, correct, complete and up to date product descriptions and specifications (i.e. product codes, quantity, pack sizes, packaging details, packaging date, slaughter date, age of Goods, expiry date etc.) together with any photos of the Goods to be advertised on the Website. It is Your responsibility to ensure any amendments or updates to product information is timeously provided to Keylohgram to ensure the Website and product descriptions remain up to date.

- 7.4 In the provision of product descriptions and photos, You agree and warrant to comply with the relevant provisions of the Consumer Protection Act, 68 of 2008 ("CPA") and any applicable advertising standards as may be applicable from time to time.

8 CONTACTING SELLERS

- 8.1 Our Website and Service(s) provide a feature that allows Users to communicate with Advertisers or Sellers via SMS, Calls, Emails, and WhatsApp (referred to collectively as Communication Services). These Communication Services are meant solely for the purpose of allowing customers to reach out to Advertisers. They must not be used for sending spam or any form of commercial marketing messages. These messages will be monitored for any such activities in order to maintain quality, improve safety and prevent spam.

8.2 The User agrees to not use the Communication Services for the following:

- Defaming, abusing, embarrassing, harassing, stalking, slandering, threatening or violating the legal rights (such as privacy and publicity rights) of others.
- Publishing, posting, uploading, distributing or disseminating any inappropriate, profane, defamatory, infringing, obscene, indecent or illegal content or information.
- Uploading files that contain software or other materials protected by intellectual property laws (or privacy and publicity rights) unless they own or control the rights or have obtained all necessary consent.
- Uploading files that contain viruses, corrupted files or any other software or programs that could damage the operation of another's computer.
- Advertising or offering to Buy or Sell Goods or Services for any business purposes unless the Communication Service specifically allows it.
- Conducting or forwarding surveys, contests, pyramid schemes or chain letters.
- Downloading any file posted by another User that the User knows or should reasonably know is unauthorized.
- Falsifying or deleting any author attributions, legal notices or proprietary designations or labels of the origin or source of software or other materials in an uploaded file.
- Restricting or inhibiting other Users from using and enjoying the Communication Services.
- Violating any codes of conduct or guidelines that may be applicable for any particular Communication Service.
- Collecting information about others including email addresses without their consent.
- Violating any applicable laws or regulations.
- Creating a false identity or using another's account, password, service or system without authorization from the Company.
- Accessing or attempting to access any Service or content without authorization.

8.3 We are not obligated to monitor the communication Services, but reserves the right to review materials posted and remove any materials at its discretion. The Company also reserves the right to terminate a User's access to any or all of the Communication Services at any time without notice for any reason. The Company may disclose any information as necessary to comply with any law, regulation, legal process or governmental request, or to edit, refuse to post or remove any information or materials in whole or in part, at its discretion.

8.4 Users must exercise caution when giving out any personal information through the communication Services. We do not control or endorse the content, messages or information found in these Services and therefore, specifically disclaims any liability regarding these Services and any actions resulting from a User's participation. The views of managers and hosts do not represent Our views and they are not authorized Keylohgram spokespersons.

8.5 Materials uploaded to a communication Service may have limitations on usage, reproduction and dissemination. Users are responsible for adhering to these limitations when downloading such materials.

9 SALE OF THE GOODS

- 9.1 Users may purchase Goods from the Website through means of a Seller Offer, Buyer Request or Forward Contract.
- 9.2 The Seller will have the available Goods advertised on the Website up until the Listing expires, or until they notify Keylohgram in writing to remove the Goods from the Website.
- 9.3 The Seller agrees that their product will be packaged in accordance with prevailing legal requirements and easily identifiable as that of the Seller to prevent confusion when loading/offloading the Goods to Buyers.
- 9.4 The Seller shall ensure that all Goods are marked with a durability date i.e. best before, sell by or use by date, as the case may be and as required by law, and that the durability date is not removed, replaced, tampered with or altered in any way.
- 9.5 The Seller will apply the same standards to Goods made available for Sale on Keylohgram's website as they do to Goods sold directly by the Seller. The Seller also agrees that Goods returns will be dealt with according to their own Returns Policy. If there are any problems with Goods sold through the Website, Keylohgram will assist in mediating a solution but at no time will Keylohgram be a party to any dispute involving a User and a Seller.
- 9.6 In the event Goods fail to sell on the Website, the listing will expire in a set timeframe, whereafter the Seller may reactivate or remove the listings according to the Seller's Subscription status.

10 PAYMENT OF GOODS

- 10.1 Keylohgram displays limited information about Sellers to Buyers directly on the Website, enabling Buyers to communicate with Sellers directly.
- 10.2 Buyers communicate with Sellers directly and Keylohgram is not involved in or responsible for any orders. Keylohgram is solely an Advertising platform for Goods and is not involved in price negotiation, order placement, invoicing, or deliveries.
- 10.3 Buyers and Sellers are responsible for arranging transportation, payment terms, payment, and quality control when they communicate directly.
- 10.4 When Buyers deal directly with Sellers, they are not subject to additional fees or hidden costs for the Goods.

11 COLLECTION AND DELIVERY OF GOODS

- 11.1 The responsibility for the Delivery or Collection of Goods lies with the Seller or Buyer unless Keylohgram offers to arrange delivery as an additional service.
- 11.2 Prices on the Website exclude Delivery fees. Delivery will be arranged based on the details of each order. If Keylohgram acts as a broker and accepts to arrange Delivery, Delivery costs will be itemized on separate invoices from Keylohgram.
- 11.3 Delivery and Collection are not part of the Website's scope, but if Keylohgram accepts to arrange Delivery or Collection on behalf of the Buyer or Seller, the following Terms will apply:

- 11.3.1 We will always strive to meet the agreed Delivery or Collection Dates. The Buyer acknowledges and agrees that the Delivery or Collection Date is subject to change. In case of any changes, Keylohgram will promptly inform the Buyer.
 - 11.3.2 We reserve the right to amend, substitute, vary or cease Deliveries in any area at any given time. We have no obligation to Deliver in any area which is unsafe, would not be practically reachable or available for Us to Deliver in.
 - 11.3.3 It is crucial that someone is present at the registered Delivery Address to receive and sign for the Goods, especially for perishable items that need prompt refrigeration or freezing. If no one is there, the Goods will be returned to the Seller's facility at the Buyer's cost and the Buyer must Collect the Goods from the Seller's location within 48 hours of the scheduled Delivery Date.
 - 11.3.4 Most of the Seller's Goods are perishable. If You choose to Collect the Goods and fail to do so on the scheduled collection Date, or if you or your designated recipient are not available on the delivery Date or if the delivery address is incorrect or inaccessible, the Goods may spoil. Any spoiled Goods will be disposed of in accordance with health and environmental regulations. If perishable Goods are not Collected within 48 hours or before their Expiration Date, whichever comes first, they will be discarded as stated above. No compensation, credit, or refund will be given for spoiled goods due to uncollected or undelivered Goods. If non-perishable Goods are uncollected or undelivered, the Seller may, at their discretion, issue a refund minus a 25% handling fee and the payment of our service fee, if any fee is applicable.
 - 11.3.5 In case of unforeseen circumstances leading to delay in Delivery past the Delivery Date, We will inform You to arrange alternative plans. However, cancellation will only be considered at Our discretion when the delay is substantial and exceeds 48 hours.
- 11.4 Perishable Products must be transported using refrigerated vehicles to ensure their freshness. Health and safety standards for the specific Product must be followed during Delivery or Collection. Upon Delivery or Collection, the responsibility of maintaining proper storage temperature for the Product transfers to the recipient.

12 RETURNS POLICY

- 12.1 Keylohgram is not a Seller of any of the Goods unless Goods are explicitly listed by Keylohgram as the Seller, however, Keylohgram will investigate and provide reasonable assistance with all Product queries and disputes. Final decisions in relation to the acceptance of any returned products will be in the Seller's sole discretion and subject to the Seller's respective Returns Policy.
- 12.2 It is very important to note that most of Your Products are perishable Products and it is the Buyer's responsibility to keep to the recommended storage recommendations after collection or delivery. Sellers must not accept any Returns claiming sub-standard quality due to Buyers' incorrect handling and storage.
- 12.3 Due to Our obligation and commitment to public health and safety, Sellers cannot accept Returns of perishable Products that have been bought incorrectly due to customer fault or where a customer has had a change of mind.

13 WARRANTIES

The Seller warrants in favour of Keylohgram and the Buyer each of the following:

13.1 All Goods offered for Sale on the Website are fully compliant with all Applicable Laws, National Standards, Compulsory Standards, and By-Laws of South Africa, including but not limited to:

- 13.1.1 Foodstuffs, Cosmetics, and Disinfectants Act 54 of 1972 and all regulations thereunder which include but are not limited to regulations relating to the hygienic, safe, and legal use of premises and vehicles for the manufacture, packaging, storage, and transport of foodstuffs, use of legal ingredients, the use of permitted additives at permitted levels, durability dating, and labelling of foodstuffs;
- 13.1.2 Agricultural Products Standards Act 119 of 1993 and all regulations thereunder which include but are not limited to various product specific regulations;
- 13.1.3 Meat Safety Act and regulations thereunder;
- 13.1.4 Legal Metrology Act;
- 13.1.5 SANS 289;
- 13.1.6 SANS 458; and
- 13.1.7 Consumer Protection Act 68 of 2008 and the regulations thereunder.

13.2 The Seller warrants, represents and undertakes to Keylohgram and the Buyer that the Goods shall:

- 13.2.1 be without fault;
- 13.2.2 be fit for any purpose held out by the Seller or made known to the Seller by Keylohgram or the Buyer, expressly in the Buyer's order or by implication;
- 13.2.3 conform in all respects with the Buyer's order;
- 13.2.4 not constitute Defective Goods; and
- 13.2.5 comply with all other warranties implied or provided for by Applicable Law at the place of business of the Seller and Keylohgram.

13.3 The Seller shall ensure that at all times it has and maintains in terms of Applicable Law all the licences, permissions, authorisations, consents and permits that it need to carry out its obligations under these Terms in respect of the Goods.

13.4 The Seller shall (at its expense) provide in respect of all Goods all applicable certificates (including, certificates of analysis, tests, inspection or origin), operating and safety instructions, warning notices and customs documentation and (on request or where otherwise expressly or by implication required) written assurance that the Goods are and will continue to be in compliance with all Applicable Law. All such certificates and documentation shall be provided whenever requested by Keylohgram or a Buyer;

13.5 Each of the warranties, representations and undertakings set out in this clause 10 shall be a separate warranty, representation and/or undertaking and in no way be limited or restricted by reference to or inference from the terms of any other warranty, representation or undertaking or by any other words in these Terms.

14 OWNERSHIP AND RISK

14.1 The Buyer will acquire ownership of the Goods once full payment of the Purchase Price, excluding any brokerage fee, is paid to the Seller.

- 14.2 All risk in and to the Goods will pass from the Seller to the Buyer upon either 1) Delivery of the Goods at the Delivery Address, or 2) Collection of the Goods by the Buyer from the Seller.
- 14.3 Keylohgram does not own the Products that are advertised by Sellers on our Website, unless Keylohgram is the Seller or Advertiser. As such, Keylohgram assumes no ownership, responsibility, or risk associated with the Goods Advertised by Sellers. The transfer of ownership of the Goods always occurs directly from the Seller to the Buyer, regardless of whether Keylohgram acts as a broker at any point in the transaction.

15 THIRD PARTY LINKS

- 15.1 Certain content, products and services available via the Website may include content, material and websites from third parties over which We have no management or control.
- 15.2 Third party links on this Website may direct You to third party websites that are not affiliated with Us. We are not responsible for examining or evaluating the content or accuracy and We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
- 15.3 We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party's policies and practices and make sure You understand them before You engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

16 USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- 16.1 If, at Our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), You hereby authorise Us and agree that We may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.
- 16.2 We may, but have no obligation to, monitor, edit or remove content on the Website that We determine in Our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates Our Intellectual Property rights or these Terms.
- 16.3 You agree that Your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that Your Comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website, Sales or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead Us or third parties as to the origin of any Comments. You are solely responsible for any comments You make and their accuracy. We take no responsibility and assume no liability for any comments posted by You or any third party.

17 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 17.1 The Seller undertakes to keep confidential the information he acquires through the Website. Confidential information means any information that is not public and which relates to Keylohgram's operations or activities if communicated to the Seller by Keylohgram or by third parties and which are designated as confidential or proprietary or which, in the view of the nature of the information or the circumstances in which the disclosure was made should be considered as confidential and proprietary.
- 17.2 The confidentiality obligation of the information received by the Seller includes both the information transmitted before and after the Commencement Date.
- 17.3 Confidential information includes, without limitation, information on Keylohgram's technology, technical information, including use of technology, systems, hardware, software (and the incidence of any faults therein) and related material and documentation, business, business policies, business plans, business strategies, pricing models and other business and commercial information, potential customers, customer lists, Buyers, sales and sales figures, finance, financing model, marketing, know-how, trade secrets, specifications, drawings, sketches, models, samples, data, diagrams and flow charts, past, present and future research and development and the nature, content and existence of any agreement, discussion or negotiation between Keylohgram and User and Keylohgram and the Seller.
- 17.4 The Seller may use confidential information only for the purpose of the relationship between him and Keylohgram. Unless where expressly provided otherwise in these Terms, the Seller will not disclose confidential information to any third party without the prior written consent of Keylohgram. The Seller will take all reasonable steps to avoid the disclosure, dissemination or unauthorized use of confidential information.
- 17.5 Ownership in and to all Intellectual Property, whether under its control or not, shall continue to vest in Keylohgram and the Seller shall not obtain any proprietary rights in any such Intellectual Property. For the avoidance of doubt, the Parties agree that the Intellectual Property will at all times be the sole property of Keylohgram.
- 17.6 The Intellectual Property in the possession of the Seller or to which the Seller may have access during the currency of these Terms, may not be used, accessed and/or tampered with by the Seller for any purposes whatsoever other than as may be specifically required to enable the Seller to comply with its obligations under these Terms.
- 17.7 The Seller agrees that Keylohgram may use their logo, product images and product information as required on the Website or on any other of Keylohgram's marketing material. When any information of the Seller is to be used on marketing material other than the Website Keylohgram will notify the Seller in writing.

18 ERRORS, INACCURACIES AND OMISSIONS

- 18.1 Occasionally there may be information on our Website or Sales that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related service is inaccurate at any time without prior notice.

- 18.2 We have no obligation to update, amend or clarify information on the Website, Sales or on any related service, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Website, Sales or on any related service, should be taken to indicate that all information in the Website, Sales or on any related service has been modified or updated.

19 PROHIBITED USES

- 19.1 In addition to other prohibitions as set forth in these Terms, You are prohibited from using the Website or its content: (1) for any unlawful purpose; (2) to solicit others to perform or participate in any unlawful acts; (3) to violate any international, national, provincial or municipal regulations, rules, laws, or local ordinances; (4) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (5) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (6) to submit false or misleading information; (7) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the internet; (8) to collect or track the personal information of others; (9) to spam, phish, pharm, pretext, spider, crawl, or scrape; (10) for any obscene or immoral purpose; or (11) to interfere with or circumvent the security features of the Website or any related service, other websites, or the Internet. We reserve the right to restrict Your access to the Website and to terminate Your use of the Website or any related service for violating any of the prohibited uses.

20 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 20.1 We do not guarantee, represent or warrant that Your Use of the Website will be uninterrupted, timely, secure or error-free.
- 20.2 We do not warrant that the results that may be obtained from the use of the Website will be accurate or reliable.
- 20.3 You agree that from time to time we may remove the Website, Goods and any other related services for indefinite periods of time or cancel such service at any time, without notice.
- 20.4 You expressly agree that Your Use of, or inability to Use, the Website and any other related service is at Your sole risk. The Website and all services provided are 'as is' and 'as available' for your Use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 20.5 In no case shall Keylohgram, its directors, officers, employees, affiliates, agents, contractors, interns, Sellers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract or common law (including negligence), strict liability or otherwise, arising from Your Use of any of the Website or related service or any products procured using such service, or for any other claim related in any way to Your Use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the Use of the Website or any related service or any content (or product) posted, transmitted, or otherwise made available via such service,

even if advised of their possibility. The aforesaid limitation of liability shall be limited to the maximum extent permitted by law.

21 INDEMNIFICATION

21.1 You agree to indemnify, defend and hold harmless Keylohgram and Our holding company/ies, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, Sellers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of Your breach of these Terms or the documents they incorporate by reference, or Your violation of any law or the rights of a third-party, or Your gross negligence or wilful misconduct.

22 TERMINATION

22.1 The obligations and liabilities of the Parties incurred prior to the termination date shall survive the termination of these Terms for all purposes.

22.2 These Terms are effective unless and until terminated by either You or Us. You may terminate these Terms at any time by notifying Us that you no longer wish to Use the Website, or when You cease using the Website.

22.3 If in Our sole judgment You fail, or We suspect that You have failed, to comply with any term or provision of these Terms, We will provide you with 7 (seven) days notice to remedy such breach or failure, failing which we may terminate these Terms at any time and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Online Services (or any part thereof).

23 DISPUTE RESOLUTION

23.1 This clause is a separate, divisible agreement from the remainder of these Terms and shall not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence or consensus, lack of authority or other cause relating in substance to the remainder of the Terms and not to this clause.

23.2 The Parties agree that any dispute arising out of or in connection with these Terms or the subject matter of these Terms including, without limitation, any dispute concerning:

23.2.1 the existence of these Terms apart from this clause;

23.2.2 the interpretation and effect of these Terms;

23.2.3 the Parties' respective rights or obligations under these Terms;

23.2.4 the rectification of these Terms;

23.2.5 the breach, or any matter arising out of the breach of these Terms;

23.2.6 damages in delict, compensation for unjust enrichment or any other claim, whether or not the rest of the Terms apart from this clause is valid and enforceable, shall be referred for resolution to the Managing Directors (or person in a similar position) of each Party, who shall attempt to try and resolve the dispute by negotiation within 10 (ten) Business Days of such dispute being referred to them for resolution.

- 23.3 In the event that the dispute has not been resolved within the 10 (ten) Business Day period referred to in clause 23.2, the Parties agree that either Party may refer the dispute, in writing, for resolution by arbitration in accordance with the remaining provisions of this clause 23.
- 23.4 The Parties shall agree on the arbitrator. If agreement regarding the appointment of the arbitrator is not reached within 10 (ten) days after the matter having being referred to arbitration, the arbitrator shall be an attorney or advocate nominated by the Registrar of AFSA for the time being.
- 23.5 The arbitration shall be held in Pretoria and the Parties shall endeavour to ensure that it is completed within 90 (ninety) days after notice requiring the dispute to be referred to arbitration is given.
- 23.6 The arbitration shall be governed by the Arbitration Act, No 42 of 1965 and shall take place in accordance with the Commercial Arbitration Rules of AFSA.
- 23.7 The decision of the arbitrator shall be final and binding on the Parties.
- 23.8 Notwithstanding the provisions of this clause 23, either Party may approach a Court of competent jurisdiction for urgent relief.

24 GENERAL

- 24.1 Entire Agreement: These Terms and any policies or operating rules posted by Us on this Website or in respect to the Sales constitutes the entire agreement and understanding between You and Us and govern your use of the Website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between You and Us (including, but not limited to, any prior versions of the Terms).
- 24.2 Severability: In the event of the invalidity of any part or portion of these Terms for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of these Terms and such invalid part or portion shall be deemed to have been struck out of the Terms.
- 24.3 Waiver: The failure of Us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 24.4 Force Majeure: should either Party be unable to perform any of its obligations under these Terms as a result of any cause Force Majeure Event, then the other Party shall not be entitled to terminate these Terms nor shall the other Party have any claim for damages of whatsoever nature against the Party unable to perform its obligations. The Party claiming the Force Majeure Event shall immediately give notice to the other Party detailing the circumstances on which it relies and an estimate of the likely duration of its inability to perform its obligations under these Terms; and when that Party know that such inability to perform is likely to terminate and again when it actually terminates, immediately give notice to the other Party. The Parties shall cooperate and use all reasonable endeavours to overcome, or failing which, to minimise the effect of such inability of either Party to perform its obligations due to the Force Majeure Event.
- 24.5 Notices: The Seller chooses its domicilium citandi et executandi ("Domicilium") as the physical address provided when registering on the Website and Keylohgram chooses its Domilium as the physical address included on the Website for all purposes relating to these Terms and

Conditions, including the giving of any notice, the payment of any sum and the serving of any process:

- 24.5.1 Any notice given by a Party to the other ("Addressee"), which is delivered by hand between the hours of 09:00 and 17:00 on any Business Day to the Addressee's physical Domicilium for the time being, will be deemed (unless the contrary is proved by the Addressee) to have been received by the Addressee at the time of delivery.
- 24.5.2 Any notice given by a Party to the other, which is successfully transmitted by e-mail to the Addressee's e-mail Domicilium for the time being, will be deemed (unless the contrary is proved by the Addressee) to have been received by the Addressee on the Business Day immediately succeeding the date of successful transmission thereof.

- 24.6 Relationship: the Seller is an independent contracting party and the relationship between Keylohgram and the Seller under these Terms does not constitute, nor may be construed as, constituting a fiduciary relationship, a contract of agency, partnership or employment. The Seller shall incur no liability of any nature whatsoever for or on behalf of Keylohgram and the Seller shall have no authority to bind Keylohgram by any representations, statements or agreements made or concluded by it.

- 24.7 Assignment: the Seller shall not cede, assign, delegate or otherwise transfer any of its rights and/or obligations under these Terms to any third party without the prior written consent of Keylohgram. Keylohgram shall be entitled to cede, assign, delegate or otherwise transfer any of its rights and/or obligations under these Terms to any third party without the consent of Keylohgram.

- 24.8 Governing law: These Terms and any separate agreements whereby We provide You with any products or services (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the Parties in terms of, and arising out of, the conclusion, breach, cancellation and termination of the provisions of these Terms) shall be governed by and construed in accordance with the laws of South Africa.