

## CAMPUS TECH EXCHANGE TERMS OF SERVICE

These Terms of Service ("Terms") are effective as of : 21 May 2024 "Effective Date"

READ THESE TERMS CAREFULLY BEFORE BROWSING OR USING THIS WEBSITE OR OUR MOBILE APP (COLLECTIVELY "THE PLATFORM"). YOUR CONTINUED USE OF THE PLATFORM INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS IN THEIR ENTIRETY. YOU CANNOT USE THIS PLATFORM IF YOU DO NOT ACCEPT THESE TERMS. ALL SECTIONS OF THESE TERMS ARE APPLICABLE TO ALL USERS UNLESS THE SECTION EXPRESSLY STATES OTHERWISE.

### Clause 1 Introduction

- 1.1 The website [campustechexchange.com](http://campustechexchange.com) and the Campus Tech Exchange mobile application (collectively, "**the Platform**") is an online marketplace operated and/or owned by Campus Tech Marketplace (Pty) Ltd, a private company incorporated in the Republic of South Africa (referred to as "**Campus Tech Exchange**", "**we**", "**our**" or "**us**"). For more details, refer to [Legal Notices and Contact Information](#).
- 1.2 These Terms:
  - 1.2.1 are entered into by and between Campus Tech Exchange and the User;
  - 1.2.2 include any document incorporated by reference in these Terms, (collectively, the "**Terms**"); and
  - 1.2.3 apply to any User who uses accesses the Platform, or makes use of any one or more of the Services, or any User who refers to, views and/or downloads any information or material made available on the Platform for whatever purpose (referred to as "**User**", "**you**" or "**your**"), and includes registered users.
- 1.3 The Platform is an online marketplace that allows local sellers and buyers to offer, sell or buy, and pay for Goods within the same geographic locations, allowing the Buyer and Seller to arrange physical meetings in-person as part of completing a sale transaction ("**the Services**"). We are not a party to the contracts for sale between Users as third-party sellers and buyers, nor do we act as an auctioneer.
- 1.4 However, as part of our Services to Users, Campus Tech provides a managed payment service in terms of which Buyers and Sellers are subject to our payment handling requirements when completing their sale transaction.
- 1.5 You warrant that you are 18 years of age or older and of full legal capacity. Persons under the age of 18 are not permitted to use or register for the Platform or any of the Services.
- 1.6 If you are agreeing to these Terms on behalf of a company, organisation, or other legal entity, you represent that you have the authority to bind that entity and all users who

access the Platform on its behalf to these Terms. If you do not have authority, you must not accept these Terms and you must not use the Platform or the Services.

- 1.7 We may, in our sole discretion, change, modify and update any of these Terms at any time. It is your responsibility to regularly check these Terms and make sure that you are satisfied with the changes. Should you not be satisfied, you must not in any way use the Platform or the Services.
- 1.8 Any such change will only apply to your use of the Website and Services after the change is displayed on the Platform along with the effective date of such change. If you have a User Account, any material changes to these Terms will be sent to the email address provided by you when you registered as a User on the Platform. Your continued use of the Platform or Services (whichever occurs first) will be deemed to constitute your acceptance of such changes.
- 1.9 These Terms apply to both paid Goods (for which Buyers are charged a fee) and Goods provided free of charge.

## **Clause 2      Definitions**

We have defined the below the capitalised words used in these Terms. Singular words include the plural and plural words include the singular:

- 2.1 **“Authorised Person”** means, in the case of a juristic person, the individual who is duly authorised to access and use the Platform and/or Services on behalf of the juristic person;
- 2.2 **“Business Days”** means any days which are not a Saturday, Sunday or gazetted public holiday in the Republic of South Africa during working hours;
- 2.3 **“Buyer”** means a User that purchases Good(s) from a Seller;
- 2.4 **“Cart”** means the User’s Cart on the Platform in which it stores intended purchases prior to payment being made;
- 2.5 **“Completion Due Date”** means the date by which the Buyer must either accept or reject the Goods;
- 2.6 **“Content”** means all information, content and images, including but not limited to, product information and pricing information provided or made available by the Seller to Campus Tech Exchange for use in connection with the Platform and otherwise made available by the Seller to Buyers on the Platform;
- 2.7 **“CPA”** means the Consumer Protection Act, 2008, as amended;
- 2.8 **“Dealer”** means as any business trading as a sole proprietor, partnership, company, close corporation, trust or juristic person engaged in the manufacture, distribution, or sale of goods or services for profit;

- 2.9 **“Goods”** shall mean the products as made available on the Platform by a Seller to potential Buyers for purchase on the Platform, and which may include, *among others*, goods relating to second-hand household items including, but not limited to, personal devices, books, and stationary.;
- 2.10 **“Intellectual Property”** means any patent, copyright, trademark, service mark, trade dress (including any proprietary “look and feel”), trade name, logo, moral right, trade secret and any other intellectual property right arising under any law and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing;
- 2.11 **“Listing”** means the Content provided by the Seller for listing and displaying the Good(s) for sale on the Platform;
- 2.12 **“Loss”** means any and all damages (including, but not limited to, direct, consequential, incidental, special and punitive), sanctions, settlement payments, disbursements, judgements, liability, losses (including but not limited to lost income or profit, loss of goodwill or reputation, injury or death, and intangible loss), penalties, costs or expenses of any nature whatsoever, whether accrued or absolute, contingent or otherwise, including, without limitation, attorneys’ fees (on an attorney-own client scale) and costs (whether or not actual proceedings commence);
- 2.13 **“Managed Payment Services”** the payment service offered by Campus Tech Exchange whereby we act as an agent collecting funds from Buyers on behalf of Sellers, as fully described in Clause 7.2 (Managed Payments Services);
- 2.14 **“Party”** or **“Parties”** shall mean Campus Tech Marketplace (Pty) Ltd. and/or or the User as the context implies;
- 2.15 **“Personal Information”** shall mean ‘Personal Information’ as defined in the Protection of Personal Information Act 4 of 2013, as amended from time to time, and as outlined in our Privacy Notices;
- 2.16 **“Platform”** means the Campus Tech Exchange marketplace and online messaging facility available on our website, <https://www.campustechexchange.com>, or as a mobile or web-based application;
- 2.17 **“Privacy Notice”** means Campus Tech’s privacy notices available at: <https://www.campustechexchange.com>;
- 2.18 **“Seller”** means a User that lists and offers Good(s) for sale, on the Platform, to potential Buyers;
- 2.19 **“Services”** shall refer to the Services provided by us to the User as set out in clauses 1.3 and 1.4 above, include our Managed Payment Services, online messaging facility, and the offsite collection of data and Personal Information for those Services;
- 2.20 **“Terms”** shall mean these Terms of Service as read together with the Privacy Policy; and

- 2.21 **“Transaction Fee”** means the service fee payable by the Seller to Campus Tech Exchange, that Campus Tech Exchange will be entitled to retain from payment received on behalf of the Seller, for each successful sale of the Seller’s Goods made through, or introduced by, the Platform;
- 2.22 **“User”**, **“you”** or **“your”** are used interchangeably in these Terms and all mean you, the individual who accesses or uses the Platform and/or the Services, whether as a Buyer, Seller or visitor, as the case requires;
- 2.23 **“User Account”** means the account and profile you create when signing-up as a registered User on the Platform;
- 2.24 **“VAT”** means Value Added Tax as defined in the Value Added Tax Act 89 of 1991.
- 2.25 **“we”** **“us”**, **“our”**, and **“Campus Tech Exchange”** are used interchangeably in these Terms and all mean Campus Tech Marketplace (Pty) Ltd.

### **Clause 3 User Restrictions**

#### **3.1 Age and residence**

- 3.1.1 You must reside in South Africa and be at least 18 years of age to use the Platform.

#### **3.2 Juristic persons – authorised person**

- 3.2.1 If you are a juristic person, the individual who uses the Platform and/or Services on your behalf must be authorised to do so (**“Authorised Person”**).
- 3.2.2 When the Authorised Person registers for the Platform and Services, all your directors, members or trustees (as applicable) may be required to confirm that the Authorised Person is authorised to register you for the Platform and Service, within the time periods that we may prescribe.

- 3.3 When the Authorised Person creates or accepts a transaction in terms of which a Buyer purchases, and a Seller sells, Goods through the Platform, all your directors, members or trustees (as applicable) may be required to confirm that the Authorised Person is authorised to create or accept such transaction, within the time periods that we may prescribe.

- 3.4 We will not be responsible for any losses caused if we act on the instructions of the Authorised Person.

#### **3.5 Dealer Sales Restriction**

- 3.5.1 The Platform is designed to support the student community by facilitating the offering, selling, and buying of personal Goods on an ad-hoc or second-hand basis. It is not intended for the commercial sale of products or services by Dealers as part of their ordinary course of trade. Dealers are expressly prohibited from using the Platform to sell their products or services as part of

their regular business operations. This includes, but is not limited to, bulk sales and offering goods or services that are part of the Dealer's primary business offerings.

3.5.2 Exceptions to this Dealer sales restriction policy may only be made at the discretion of Campus Tech Exchange and require our explicit agreement in writing. Users found to be in violation of this policy may have their accounts suspended or terminated, and any listings removed.

3.5.3 To register as a Dealer on our platform, please email us your application at: [info@campustechexchange.co.za](mailto:info@campustechexchange.co.za). Please attach the following supporting information:

- (a) Your business name, phone number and email address;
- (b) Nature of the products sold;
- (c) Nature of your business;
- (d) Names and identity numbers of your owners / shareholders;
- (e) Income Tax and VAT registration numbers;
- (f) Company registration documents (if any);
- (g) How many months or years you have been trading;
- (h) Your business website;
- (i) Your refunds and returns policy.

3.5.4 All listings and sales conducted by permitted Dealers on the Platform are subject to the CPA. Dealers must comply with the CPA in all transactions, including but not limited to, the provision of warranties, returns, and refund rights as required under the CPA. The specific terms of returns, refunds, and warranties must be clearly stated in the Dealer's profile and must be compliant with the minimum requirements of the CPA.

3.5.5 We reserve the right to audit Dealer activities on our Platform periodically. This may include, but is not limited to, reviewing compliance with the CPA in terms of product descriptions, pricing, and the advertised terms of sale. Dealers found to be in violation may be subject to penalties including suspension or termination of their account.

### **3.6 Due diligence and caution**

3.6.1 Users must conduct their own due diligence and exercise caution when arranging in-person meetings.

- 3.6.2 Users are responsible for complying with all applicable laws related to the sale, purchase, and advertisement of goods, including the charging of any VAT where required by law.

#### **Clause 4 User Account**

- 4.1 Only registered Users may list, offer, sell, order or purchase Goods through the Platform.
- 4.2 To register as a User, you must click 'sign-up' or 'create an account', and provide your full name, email address, phone number, and unique password to us ("**Credentials**"), as well as certain personal information for purposes described in our Privacy Notice.
- 4.3 You may only possess 1 User Account.
- 4.4 Each time a User wishes to make use of the Services, the User shall be required to log into the Platform using their login details.
- 4.5 You must use your own Credentials to access the Platform and utilise the Services under your User Account.
- 4.6 You agree and warrant that your Credentials shall:
- 4.6.1 be used for your own personal use only;
  - 4.6.2 not be disclosed by you to any third party; and
  - 4.6.3 not be stored in a way that enables others to access it or impersonate you.
- 4.7 You are responsible for maintaining the confidentiality of your User Account and Credentials, and for all activities that occur under your User Account. If the correct Credentials are entered, we will assume that you are the person accessing your account.
- 4.8 You agree that, once the correct Credentials have been entered, irrespective of whether the use of such Credentials is unauthorised or fraudulent, you will be liable for payment of any such Goods purchased using your User Account.
- 4.9 If you disclose your Credentials to any person who you authorise to access the Platform, you are also responsible and liable for any access, use or misuse of your User Account by such person, or any disclosure of your Credentials by such person.
- 4.10 You agree to notify us immediately at [info@campustechexchange.co.za](mailto:info@campustechexchange.co.za) upon becoming aware of or reasonably suspecting any unauthorized access or use of your Credentials or User Account. We will then disable your account as soon as is reasonably practicable until we are able to reset your account with us. Unless and until you provide such notice:
- 4.10.1 you will be responsible for any instruction that we receive and act on through your account, even if it was not given by you; and

- 4.10.2 we will not be responsible for any unauthorised access to your confidential information on the Platform.
- 4.11 We will not be liable for any Loss or damage arising from your failure to comply with this Clause 4.

## **Clause 5 Listing Goods**

- 5.1 When you list and sell Goods on the Platform, you create a public listing that can be seen by anyone on the Platform, search feature and other places on or off the Platform. This may include search engines like Google Search.
- 5.2 You are responsible for the accuracy, content and legality of the Goods listed and agree to list Goods in accordance with our Prohibited and Restricted items Policy and all other relevant policies.
- 5.3 The Seller will use the Platform to complete and display its Listing(s) with all the required Content, pricing and available inventory per unique Goods.
- 5.4 We will be entitled to restrict access to Content and pricing updates by the Seller from time to time to manage advertising campaigns and updates to the Platform.
- 5.5 When completing a Listing, the Seller will comply with the minimum requirements as stipulated on the Platform, in these Terms and in our relevant policies, which are incorporated into and form part of these Terms. In addition, the Seller must use commercially reasonable efforts to ensure their Listing is always accurate and error-free.
- 5.6 Sellers must provide a complete description of the Goods, including the condition of the Goods sold without omitting any information about the functionality and condition of the Goods. To assist in this, Sellers must select accurate tags which correspond to a grading system of 'Grade A', 'Grade B', and 'Grade C' to indicate the condition of the Goods. This grading system is designed to allow Buyers to quickly ascertain the approximate condition of the Goods being sold. A key to understanding these grades is made available on the Platform. While the Platform provides a template to assist Sellers in creating their Listings, it is the Seller's responsibility to amend these templates to accurately reflect the actual Goods being listed.
- 5.7 The Seller will be held solely responsible for the accuracy of its pricing, available inventory and all Content for Goods. To ensure Seller's give potential Buyers an accurate representation of the Goods and to avoid infringing the intellectual property rights of others, Sellers must write their own descriptions and use their own images.
- 5.8 Listings or Content that violates any of our policies may be modified, obfuscated or deleted at our discretion.
- 5.9 Your Listing may not be immediately searchable by keyword or category. We do not guarantee exact listing durations.

- 5.10 We may offer Listing upgrades or promotions as part of our 'paid-for' benefits that can affect the appearance or placement of Listings in the search and browse results.
- 5.11 You may not duplicate listings. Only 1 listing of an identical item can be listed at the same time, from the same Seller. This is so that Buyers can see a wide variety of options from multiple Sellers.
- 5.12 Listings must not misrepresent the location of the Goods. Sellers must provide clear and accurate information in their Listings about where their item is located. This is to ensure Buyers have a clear understanding of the approximate location and time period within which they can meet with the Seller.
- 5.13 URL links that are included in a listing will be removed or altered so as to not affect third party search engine results. We do not allow Listings to contain links that direct Users to a website other than the Platform.
- 5.14 We may advertise the Services and provide affiliates and third parties with access to your Listings and Content for this purpose. This includes, for example, the display of Listings and Content of Users on price comparison sites or third-party advertising placements.
- 5.15 Unless otherwise specified by law, you are responsible for all taxes (including but not limited to the tax amount itself, as well as any VAT, penalties, fines, charges, or late payment interest) related to your sales on the Platform.
- 5.16 To the extent possible under South African law, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and interest, levied by any competent tax authority due to your failure to provide a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest.

## **Clause 6 Purchase of Goods and Pricing**

### **6.1 Pricing and Cart summary**

- 6.1.1 When a User selects Goods for purchase, each item, along with its individual price, will be added to the User's Cart. The Cart will automatically tally the price of each selected item to provide a subtotal.
- 6.1.2 This subtotal, along with any additional fees and taxes applicable, will be clearly itemized on the checkout page before the User completes the purchase. This ensures transparency and allows Users to review the total cost breakdown, including the price of the Goods, any service fees, and applicable taxes.
- 6.1.3 You are responsible for reading the full item Listing before making any payment or decision to buy the Goods.



## 6.2 VAT Inclusivity and Exclusivity

- 6.2.1 The total price displayed at checkout, including the subtotal in the User's Cart, will specify to what extent VAT may apply.
- 6.2.2 If the Seller is registered for VAT, the total will also include VAT on the Goods, where applicable. It is important to note that VAT may not apply to all Goods sold on the Platform due to varying tax regulations and the nature of the Goods being sold (e.g., certain second-hand or ad-hoc items may not be subject to VAT).
- 6.2.3 The detailed cost breakdown at checkout will clearly distinguish between items subject to VAT and those that are not, providing clarity on how the total payable amount is calculated. However, it remains the exclusive responsibility of the Seller to determine whether the Goods sold are subject to VAT and pay such VAT to the relevant tax authorities.
- 6.2.4 Should the Platform become a registered VAT Vendor, it will itemize the VAT for its Managed Payment Service during checkout. This means that VAT charges will be separately displayed as part of the transaction details.

## 6.3 Delivery Costs

- 6.3.1 The cost of delivering the Goods, if applicable, are excluded from the total price displayed in the User's Cart and itemized at checkout. This refers to any shipping or handling fees associated with the physical in-person transfer of Goods from the Seller to the Buyer. Users are free to independently negotiate and arrange delivery or shipping of the Goods, as well as direct payment for such delivery costs.
- 6.3.2 Campus Tech Exchange may provide Sellers with access to various courier services through the Platform for the carriage and delivery of the Goods ("**Courier Services**"). In such cases, please note the Courier Services are performed by the Courier(s) and not by Campus Tech Exchange. We are not a party to any shipping or courier contract. Shipping and delivery periods and conditions are thus dependent on the applicable Terms and Conditions of each individual courier partner you select, as made available on their respective websites from time to time.
- 6.3.3 Using independent Couriers:
- (a) You undertake to familiarise yourself with the terms and conditions of the Courier chosen by you to perform the Courier Services and you undertake to comply with the terms and conditions of such Courier Services;
  - (b) You warrant that all the details you provide to the Buyer for shipping and tracking are correct and are as provided by the Courier;

(c) Sellers are responsible for making sure their items are ready for shipping. This includes:

- Printing and attaching the required waybills, and
- Keeping one signed waybill as proof of shipment when the Courier collects your parcel.

6.3.4 **Risks of Non-Compliance:** Not following these guidelines could lead to lost or damaged Goods, delivery delays, and trouble tracking your shipment. You might face additional losses.

6.3.5 **Liability:** Campus Tech Exchange shall not be responsible or liable for any issues with the Courier Service, including delays, loss, or damage to your Goods, or inaccurate tracking information.

## **Clause 7      Payment**

### **7.1      Payment methods and processing**

7.1.1 We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

7.1.2 Payment must be made for the Goods using a credit or debit card or other payment method as authorised and made available on the Platform from time to time.

7.1.3 When making your payment, you will be directed to a link to our payment gateway, a secure site for payment of the applicable purchase for the Products, which is hosted and operated in compliance with PCI- DSS (Payment Card Industry Data Security Standards) Level 1.

7.1.4 We may require additional information to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. You warrant that you are fully authorised to use the payment card supplied for purposes of paying for the Goods. You also warrant that your payment card has sufficient available funds to cover all the costs incurred as a result of the purchase and the services used on the Platform.

### **7.2      Managed Payments Services**

7.2.1 Campus Tech Exchange provides a managed payments service, where we and/or our contracted payment service providers, manage payments on behalf of Sellers.

7.2.2 Where our managed payment services are available, Sellers must as a prerequisite for using our Services, make use of our managed payments

services. Your use of the Managed Payment Services is subject to our Payments Terms of Use, which is incorporated into and forms part of these Terms.

- 7.2.3 As a Seller, we may send you an email in which we request you complete your registration for use of our managed payment service by a specific date. If you do not complete your registration by this date, we may limit your access to our Services, including your ability to publish Listings.
- 7.2.4 The complete terms governing a Sellers' use of our managed payment services, including restrictions and limitations of liability, are accessible in our Payments Terms of Use. You agree to our Payments Terms of Use, whether or not your User Account has been enabled for managed payments.
- 7.2.5 Irrespective of whether we provide our managed payment service to you, the contract for sale underlying the purchase of Goods remains directly concluded between the Seller and the Buyer in the same manner as for transactions for which we do not manage payments.
- 7.2.6 If you are a Buyer completing a purchase from a Seller that is using our managed payments service:
- (a) once we receive your payment, we and/or our contracted service provider will manage settlement to the Seller;
  - (b) by completing your purchase, you authorise us to initiate payments using your selected payment method and to collect the transaction amounts on behalf of the Seller;
  - (c) you agree and understand that payments we receive from you satisfy your obligations, as the Buyer, to pay the Seller in the amount of the payment received;
  - (d) in certain instances, your payment transaction may be declined, frozen, or held for any reason including for suspected fraud, compliance with anti-money laundering and terrorist financing laws, compliance with economic or trade sanctions, in connection with our internal risk controls, or due to potential violations of any other applicable laws, or a policy of any of our third-party payments services providers.
- 7.2.7 Campus Tech Exchange may save payment information, such as credit card or debit card numbers, and card expiration dates, entered by you on our Services when you make a purchase, redeem a coupon or promo code, or make any other transaction on our Services where card information is entered. This stored payment information may be used as your default payment method for future transactions on the Platform.
- 7.2.8 At any time, you can update your card information or enter new card information. As a result, you are responsible for maintaining the accuracy of information we have on our systems, and you agree to us updating your stored

information from time to time based on information provided by you, your bank or other payments services providers.

- 7.3 You agree to comply with, and not cause any third party to violate, all applicable laws, regulations, rules and terms and conditions in connection with the use of our managed payments services. You understand that some third parties, such as credit and debit card issuers, credit and debit card networks and payments services providers, may have their own terms and conditions for the payment or settlement methods you choose to use in connection with managed payments transactions. Your violation of any third party terms and conditions may result in fees being charged to you (for example, currency conversion fees from your credit card issuer if the transaction currency is different from your credit card currency) or other actions taken by such third parties, and you agree that we and our payment service providers have no control over, or responsibility or liability for, such fees or actions.

#### **Clause 8 Cleared funds**

We will advise the Buyer and the Seller by email confirmation once the payment of the purchase price of the Goods has cleared in our (or the appointed payment service provider's) account.

#### **Clause 9 Inspection and Testing of Goods**

##### **9.1 Arranging inspections**

- 9.1.1 Once the Seller receives notice from Campus Tech Exchange to confirm payment by the Buyer, the Seller shall make the Goods available for inspection and testing by the Buyer subject to the following conditions:

- (a) The Buyer and the Seller are jointly responsible to arrange a suitable date, time and location for both parties to meet to inspect and test the Goods within a reasonable time.
- (b) Once a date and time is agreed upon, this is referred to as the **'Completion Due Date'**.
- (c) **If the parties fail to agree on a Completion Due Date or location, or if the parties fail to meet on the Completion Due Date, the Buyer can 'reject' the Goods to request a refund by following the process in clause 10.3 and 10.4 below.**

- 9.1.2 We are not responsible for coordinating this inspection whatsoever. Both parties may use our electronic messaging facility on the Platform for these purposes. This ensures there's a record of your interactions. The Buyer and Seller agree and understand that their use of any other third-party communication platforms for these purposes is entirely at their own risk.

## 9.2 In-person inspection policy.

- 9.2.1 To maintain the integrity and spirit of the Platform, all inspections of Goods offered for sale on our Platform must occur physically in-person. The use of images, photographs, telephone calls, or video communication as a substitute for physical inspection of goods is strictly prohibited. This policy ensures that buyers have the opportunity to thoroughly examine items, verifying their condition and suitability before completing a purchase. However, you may choose to share photographs and videos in addition to conducting a physical in-person inspection.
- 9.2.2 Buyers must personally conduct inspections of the Goods they intend to purchase. The use of third-party agents to carry out the inspection and testing of Goods is strictly **at the Buyer's Own Risk**. This includes, but is not limited to, the use of couriers, professional inspectors or friends acting on the Buyer's behalf.
- 9.2.3 Buyers and Sellers may bring friends, family members, or acquaintances to the inspection for assistance. Assistance may include helping with the operational testing of items, providing a second opinion on the condition of the Goods, or for personal safety reasons during the meeting with the Seller. It is important to note that the presence of such individuals is for support purposes only, and does not replace the Buyer's obligation to personally inspect the Goods.
- 9.2.4 **Safety Considerations.** Campus Tech Exchange prioritises the safety and security of all parties involved in transactions facilitated through our Platform. Buyers are therefore encouraged to take reasonable safety precautions, including the accompaniment of trusted individuals, when meeting Sellers for Goods inspection and collection, especially in public or unfamiliar locations. Please refer to our [Guidelines for Safe Transactions for more information](#).

## 9.3 Obligation to inspect and test

Upon the physical meeting of the Buyer and Seller for the purpose of completing a purchase transaction, the Buyer must thoroughly inspect the purchased Goods and test their functionality to confirm that they are in working condition. This inspection and testing are crucial steps to ensure the satisfaction and safety of both parties involved in the transaction.

## 9.4 Electricity source for testing electrical Goods

For items that require an electrical power source to fully test their working condition, both the Buyer and the Seller must consider the need for an electrical power source when arranging the meeting location. It is the responsibility of both parties to ensure that an appropriate and safe electricity source is accessible for such testing, if necessary.

## 9.5 Guidelines to inspect Goods

To assist with the inspection process, Campus Tech Exchange provides guidelines on how to effectively inspect various Goods. Buyers and sellers are encouraged to review this guidance before meeting, to facilitate a smooth and satisfactory inspection and testing process. For detailed information and tips on inspecting Goods, please refer to our [Goods Inspection Guidelines](#).

### Clause 10 Acceptance of the condition of Goods “as-is” (Voetstoots)

**10.1 The Buyer must confirm, on or before the Due Completion Date, whether or not they accept the Goods in accordance with clause 10.2 below. If the Buyer fails submit its confirmation on or before the Completion Due Date, the Buyer will be deemed to have accepted the Goods.**

10.2 If the Buyer is satisfied with the condition of the Goods and wishes to complete the purchase, the Buyer must confirm their acceptance on the Platform by clicking ‘Yes’ when prompted to accept the Goods in their present condition. You agree and understand that when you click ‘Yes’, you are irrevocably accepting the Goods as "voetstoots" or "as is." This acknowledgment signifies the Buyer's acceptance of the Goods' condition at the time of the inspection and waives any future claims related to the condition of the Goods. You cannot withdraw this acceptance at a later time.

10.3 If the Buyer is dissatisfied with the condition of the Goods at the time of inspection for any reason, they have the right to indicate on their transaction page on the Platform that they do not accept the Goods. In such cases, no sale agreement comes into effect and neither party is obliged to continue with the sale transaction. The Buyer will receive a refund from the Platform (through our managed payments service). The Seller's profile will only be impacted by a decrease in their rating if the failed transaction was reported by the Buyer as being due to the condition of the Goods. This clause is designed to protect the buyer's interests and ensure a high standard of quality and satisfaction in marketplace transactions.

10.4 If the Buyer wishes to discontinue the transaction for any other reason, the Buyer must select the ‘Other’ option when prompted on their transaction page on the Platform. The reason selected by the Buyer may be used to enhance and improve the Platform and our Services as well as protect other Buyers.

#### **Delivery: Transfer of Ownership and Risk to the Buyer**

10.5 Following the decision to accept the Goods and on the same day as the inspection meeting (“**the Delivery Date**”), the Buyer must confirm, on their transaction page on the Platform, that they have collected and received the Goods. Similarly, the Seller must confirm the delivery of the Goods to the Buyer on their respective transaction page. These actions are necessary steps to proceed to the finalization of the transaction.

10.6 **Please be aware:** Delivery of the Goods must occur on the same day as the inspection meeting. The '**point of delivery**' is the moment the Buyer **(i) confirms** acceptance of the Goods' condition and **(ii) confirms possession of the Goods**. From this critical point, the risk associated with the Goods—whether damage, loss, or theft—as well as the ownership in the Goods transfers from the Seller to the Buyer. Consequently, should anything happen to the Goods after the '**point of delivery,**' it falls under the Buyer's responsibility. This is an important consideration, so please ensure you're fully satisfied with the Goods before accepting them during your inspection.

10.7 The Buyer is solely responsible for arranging any subsequent transportation of the Goods to their intended destination. Any delivery method or arrangement agreed to by the Buyer is entirely at their own risk. Buyers are encouraged to enter written contracts with any delivery agents and consider necessary insurances to ensure they are protected.

#### **Clause 11 Exclusions from "Voetstoots" and Return Policy Eligibility**

11.1 While the acceptance of Goods under the "**voetstoots**" or "**as is**" basis at the point of delivery transfers ownership and risk to the Buyer, it is important to clarify that certain types of defects are not covered by this clause and may render the Goods eligible for return under our [Returns and Refunds Policy](#):

11.1.1 **Concealed Defects:** Defects that could not have been discovered during a reasonable inspection at the time of inspection and delivery, including internal malfunctions or hidden damage, are excluded from the "voetstoots" clause. Such defects, if discovered post-transaction, may qualify the Goods for return, provided the Buyer notifies the Seller and the Platform within **24 hours** of receipt.

11.1.2 **Misrepresentation:** Any intentional misrepresentation by the Seller regarding the condition, functionality, or characteristics of the Goods that significantly affects their value or usability will not be protected by the "voetstoots" clause. Goods sold under such pretence are eligible for return.

11.1.3 **Non-Compliance with Description:** Goods that significantly deviate from their description on the Platform, including but not limited to incorrect models, specifications, or quantities, are not covered by the "voetstoots" clause and are subject to return.

11.1.4 **Illegal or Prohibited Items:** Goods found to be illegal, stolen, counterfeit, or otherwise prohibited from sale under applicable law are not covered by the "voetstoots" clause and are subject to immediate return, with potential legal consequences for the Seller. See our [Prohibited and Restricted Items Policy](#) for more details.

11.1.5 **Safety Hazards:** Goods that pose an immediate safety hazard to the Buyer, not disclosed at the point of sale, are excluded from the "voetstoots" clause and may be returned for a full refund.

11.1.6 **Goods sold by permitted Dealers.** Goods sold by permitted Dealers on the Platform are subject to the CPA and may not be sold "as-is".

11.2 The Platform reserves the right to mediate disputes between the Buyer and Seller regarding the return of Goods not covered by the "voetstoots" clause. Buyers wishing to initiate a return for any of the above reasons must follow the procedures outlined in our [Returns and Refunds Policy](#), including providing evidence of the claimed defect or misrepresentation.

## **Clause 12 Completion and Confirmation of Transaction**

The transaction is considered complete after both the Buyer and Seller have acknowledged the transfer of the Goods through the Platform. Upon completion, we will send both parties an email to confirm the status of the transaction as complete. We will keep a copy of this email confirmation for our own record-keeping purposes to comply with our legal obligations.

In the event of a failed transaction due to the Seller's no-show or misrepresentation of goods, the Seller's reputation score on the Platform will be affected, reflecting the seriousness of the failure to attend an inspection or complete a sale as agreed. Depending on the severity and frequency of such incidents, the Seller may face a temporary suspension or a permanent ban from future sales on the Platform.

## **Clause 13 Verification and Payment Release**

Our team will verify the transaction by reviewing the email confirmations from both the Seller and the Buyer, ensuring (a) acceptance and receipt of the Goods is acknowledged by the Buyer, and (b) sale and delivery of the Goods is acknowledged by the Seller. Once the transfer is verified, we will proceed to release the payment to the Seller's bank account as listed in their User Account **within 48 hours**, thereby concluding the transaction.

## **Clause 14 Our Transaction Fees**

14.1 As consideration for the Services provided by us, Transaction Fee(s) are payable by the Buyer to Campus Tech Exchange as detailed during checkout. Campus Tech Exchange will be entitled to retain this Transaction Fee from any payment received from the Buyer on or through the Platform irrespective of whether the sale was completed successfully or not.

14.2 If we are registered for VAT, our Transaction Fee will include VAT on our Transaction Fee. Please refer to our [Payments Terms of Use](#) for more information.

## **Clause 15 Prohibited Activities**

15.1 When registering a User Account or otherwise using the Platform, you warrant and agree to:

15.1.1 not use the Website for any objectionable, unauthorised or unlawful purpose;



- 15.1.2 not knowingly or intentionally misrepresent your identity or provide false information or documents in connection with the use of the Platform;
  - 15.1.3 not create a User Account for anyone other than yourself;
  - 15.1.4 not use bots or other automated methods to access, scrape, copy or monitor the Platform;
  - 15.1.5 not deep link to our Services for any purpose other than to promote your Goods on our Platform;
  - 15.1.6 not use the Platform to infringe upon the privacy or intellectual property rights of others;
  - 15.1.7 not use the Platform to engage in any form of harassment, abuse, or hate speech;
  - 15.1.8 not use the Platform to transmit any viruses, malware, or other harmful programs or components;
  - 15.1.9 not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Platform including any algorithm used by us;
  - 15.1.10 not send us spam mail, or make use of other unsolicited bulk e-mailing techniques;
  - 15.1.11 not sell, redistribute or use information contained on the Website for a commercial purpose without our prior written consent;
  - 15.1.12 not remove or alter our copyright notices or other means of identification including any watermarks, as they appear on the Website or any of our emails;
  - 15.1.13 not make any false, inflammatory or defamatory remarks, comments or reviews on the Platform, including on our messaging facilities. We reserve the right to remove any User reviews published on the Platform in the event that it is untrue, inflammatory or defamatory;
  - 15.1.14 not do anything in violation of our Prohibited and Restricted Items Policy.
- 15.2 A User understands and agrees that it is solely responsible for compliance with any and all laws, rules and regulations that may apply to its use of the Platform or the Services.

## **Clause 16 Complete and accurate information**

When registering a User Account, listing Goods for sale, meeting in-person, or otherwise using the Platform, you warrant and agree to provide true, accurate, current, and complete

information. This includes Personal Information that you provide to us, which must be updated to reflect any changes as soon as possible.

**Clause 17 Using our online messaging facility**

17.1 Campus Tech Exchange’s messaging facility allows Buyers and Sellers on the Platform to communicate for the sole purpose of inquiring about listings, arranging meetings, coordinating delivery, completing sales, and addressing related matters.

17.2 Your use of our messaging facility (which forms part of our Services) is subject to these Terms. By using the facility, you agree to comply with these restrictions.

17.3 Please be aware that there is no expectation of privacy for communications conducted through our messaging facility. It is strictly for sale-related communications relevant to the buying and selling process on the Platform.

17.4 Messages exchanged between Buyers and Sellers may be monitored and reviewed to ensure compliance with our policies, to investigate complaints or incidents, and for security purposes.

17.5 Do not input or share sensitive Personal Information on our messaging facility.

17.6 Any personal information shared through our messaging facility will be processed in accordance with our Privacy Notice. For more information on how we handle your personal data, please refer to our Privacy Notice.

**Clause 18 Disclaimer of Warranties by Campus Tech Exchange**

18.1 To the extent permitted by law, the Platform and services are provided “as is”. Campus Tech Exchange makes no representations or warranties of any kind, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or non-infringement.

18.2 We do not provide any warranties against viruses, spyware or malware that may be installed on your device as a result of you accessing or using the Website. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, or device, or your hardware or software, except where such risks arise due to the gross negligence or wilful misconduct of Campus Tech Exchange, its employees, agents or authorised representatives.

18.3 You acknowledge that we do not warrant that the Platform or any Services will be uninterrupted, timely, secure, error-free, and no information obtained by you from us or through the Platform shall create any warranty not expressly stated in these Terms. Campus Tech Exchange makes no warranty that we will review information for accuracy.

- 18.4 Campus Tech Exchange makes no representation or warranty as to the volume or subject area of Services accessible through the Website.
- 18.5 Notwithstanding anything to the contrary in these Terms, Campus Tech Exchange shall not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of Campus Tech Exchange. While a User may have statutory rights, the duration of any such statutory warranties, will be limited to the shortest period to the extent permitted by law.

#### **Clause 19 Purpose and Licence Grants**

In summary, all content within the Platform is protected by intellectual property rights. Unauthorized use or distribution of this content is not permitted. When you upload content, you grant us specific usage rights. If you provide feedback or suggestions, we may use it to improve the Platform, and such feedback or suggestion is treated as non-confidential and non-proprietary.

- 19.1 *Our Intellectual Property.* all the Intellectual Property included in or arising from the Platform belongs to us or our licensors. You will not acquire any rights to that Intellectual Property.
- 19.2 *Your licence.* As long as you comply with these Terms, we grant you a revocable, personal, limited, non-exclusive, non-sub-licensable, and non-transferrable license to access and use the Platform in accordance with our various policies and agreements which may govern such use and access.
- 19.3 The right granted to you above is revocable which means we can take back the right we have given to you to use the Platform.
- 19.4 Any rights not expressly granted herein are reserved by us and our licensors.
- 19.5 Users agree to use the Platform solely for the purposes permitted by these Terms.
- 19.6 The Seller hereby grants to Campus Tech Exchange, its affiliates, service providers and marketing partners, a non-exclusive, worldwide, transferrable, sublicensable, fully paid-up, royalty-free, and irrevocable right and license to:
- 19.6.1 host, link to, reproduce, modify, publish, display, test, distribute, make available, license and otherwise use the Listing and all Content in connection with the advertising and sale of the Goods via the Platform; and
- 19.6.2 reproduce, perform, display, use and access the Listing for administration and demonstration purposes in connection with the operation and marketing of the Website and the Goods, including through third party websites, e-mail, social media and any other mediums.
- 19.7 The Seller acknowledges and agrees that we shall be entitled to provide the Seller's name, address and other contact details to any third party that reasonably, in our sole

determination, claims that the Seller does not possess all of the necessary intellectual property rights in or to the Goods sold.

- 19.8 *Feedback and suggestions.* If you provide feedback or suggestions concerning the Platform, you hereby assign to us all rights to that feedback or suggestion. This includes allowing us to use and fully exploit the feedback and related information in any manner we deem appropriate without remuneration, and royalty-free. Please note that any feedback you provide is considered non-confidential and non-proprietary.

## **Clause 20 Links to other Websites**

- 20.1 The Website may contain links or portals to other websites ("**Third Party Websites**"). We have no control over websites operated by third parties and the User agrees that we are not responsible for and will have no liability in connection with a User's access to or use of any **Third-Party Website**.
- 20.2 Such Third-Party Websites and third-party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any third-party Content accessed through the Platform, including the content, accuracy, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Websites. If you decide to leave the Platform and access Third Party Websites or to use or install any Third-Party Content, you do so at your own risk.
- 20.3 Any purchases you make through Third Party Websites will be through other websites and from other companies. We take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree that we do not endorse the products and services offered on Third Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services, or relating to or resulting from any third-party Content or contact with Third Party Websites.

## **Clause 21 Limitation of Liability and Indemnity**

- 21.1 For the purpose of all indemnities, limitations of remedies and limitations of liability set forth in these Terms, any reference to "Campus Tech Exchange", "we", "our" or "us", shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.
- 21.2 Your use of the Platform and Services is entirely **at your own risk**.
- 21.3 You indemnify us, and agree to keep us indemnified (defend, protect, and not hold us responsible), from and against any claim, Loss, damage, cost or expense that you or any third party may suffer or incur as a result of or in connection with your improper use of or conduct in connection with the Platform or Services, including any breach by you of these Terms or any applicable law or licensing requirements.

21.4 To the extent that our liability cannot be excluded by law, our maximum aggregate liability, whether in contract, equity, statute or delict (including negligence), to a User will be limited to R10 000 (Ten Thousand Rand).

21.5 Notwithstanding anything to the contrary in these terms, in no circumstances will we be liable for any indirect, special, punitive or consequential loss or damages (including but not limited to, loss of income, profits, goodwill, data, contracts, injury or death, intangible loss or non-patrimonial damages, or use of money) or any Loss or damages arising from or in any way connected to the use or interruption of the Platform or Services of any type, whether in delict (including gross negligence), contract or otherwise.

## **Clause 22 Copyright and Intellectual Property**

22.1 Campus Tech Exchange and the contents of the Platform are the property of Campus Tech Exchange and/or our licensors, unless specified otherwise, and are protected by South African and international copyright laws. The collection, arrangement, and assembly of all content on the Platform and/or the Services, is our property, unless credit is attributed to the author, and is, likewise, protected by South African and international copyright laws.

22.2 None of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.

22.3 Users are expressly prohibited to “mirror” any content, contained on the Platform, on any other server unless our prior written permission is obtained, which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.

22.4 The User is granted a limited, revocable, and non-exclusive right to create a hyperlink to the website hosting the Platform, so long as the link does not portray us, our affiliates, Goods or Services in a false, misleading, derogatory, or otherwise offensive manner. A User may not use our logo or other proprietary graphic or trademark as part of the link without our permission or the permission of our affiliates or content suppliers.

22.5 All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Website, where not evidently that of third parties, are the exclusive property of Campus Tech Exchange.

- 22.6 If you believe that any material made available on or through the Platform infringes upon any copyright you own or control, please immediately notify us using the contact details provided below under Legal Notices and Contact Information (an “**infringement notice**”). A copy of your infringement notice will be sent to the person who posted or uploaded the material addressed in the notice. Please note that you may be held liable for damages if you make material misrepresentations in an infringement notice. Thus, if you are unsure that material on the Platform infringes your copyright, you should first obtain independent legal advice.

### **Clause 23 Breach of these Terms**

If a User commits a breach of the Terms and fails to remedy such breach within 5 (five) days of receipt of written notice requiring the breach to be remedied, the Platform shall be entitled, at its option in addition to and without prejudice to any other remedies it may have under these Terms or in law, to claim specific performance of all the defaulting User’s obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

### **Clause 24 Reporting and monitoring**

- 24.1 Users are encouraged to report any listings or activities that they suspect violate our Terms of Service or various policies, using the tools on the Platform or by emailing us. Campus Tech Exchange reserves the right to investigate such reports and take appropriate action, including but not limited to removing listings, suspending accounts, or terminating the user's access to the Services.
- 24.2 Campus Tech Exchange will employ reasonable measures to monitor and enforce this policy; however, we rely on our user community to help maintain the integrity of our marketplace.

### **Clause 25 Force Majeure:**

- 25.1 In the event that we are unable to perform any obligation under these Terms due to the occurrence of a Force Majeure event, we will not be considered to be a breach of, or in default of, our obligations for as long as the circumstances prevail or, if performance of the obligation is or becomes impossible, we will be entitled to terminate these Terms on reasonable written notice to you.
- 25.2 In these Terms “**Force Majeure event**” means any event or circumstances beyond our control as long as such circumstances are not caused by our fault, of any degree, as the affected Party and shall include, without limitation, fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, terrorism (including cyberterrorism or cybercrimes), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including material change in laws), or acts or omissions of critical licensors or APIs that materially affect our performance under these Terms.

- 25.3 During the subsistence of Force Majeure, our performance under these Terms shall be suspended, on condition that either you or we may elect to cancel any Services should the event of Force Majeure continue for more than 14 days, by giving written notice to the other.

**Clause 26 Availability, suspension and termination**

- 26.1 We may at any time for any reason whatsoever discontinue or disable certain parts of the services available via the Platform.
- 26.2 While we will use reasonable efforts to ensure that the Platform operates as it was designed by us, we cannot warrant or guarantee that the Platform is compatible with, or will operate with your device.
- 26.3 We will use our reasonable endeavours to maintain the availability of the Platform and Services, except during scheduled maintenance periods, and are entitled to discontinue providing the Platform and/or the Services, or any part thereof, with or without notice to you.
- 26.4 We may in our sole discretion terminate, suspend or modify the Platform or services, or your rights to use the Platform or services, with or without notice to you. You agree that we will not be liable to you in the event that we choose to suspend, modify or terminate the Platform or associated services.
- 26.5 For purposes of preventing suspected fraud and/or where we suspect that you have committed any prohibited activities, including conduct described in Clause 15 (Prohibited Activities), we may, without limitation, blacklist you on our database (including suspending or terminating your access to the Platform or any Services).

**Clause 27 Electronic and in-App Push-Notifications**

- 27.1 By using the Platform, you consent to receive communications from us electronically. These communications may include but are not limited to emails, messages within the Platform, and push notifications. Push notifications may include but are not limited to updates, reminders, and alerts related to your account, documents, and other relevant information.
- 27.2 You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 27.3 You may opt-out of receiving certain push notifications by adjusting your device's notification settings or following any opt-out instructions provided on the Platform. Please note that some essential communications, such as account-related notifications, may still be sent to you, and you cannot opt-out of receiving them.

## **Clause 28 Severance**

If any of provision of these Terms are deemed invalid or unenforceable for any reason (including, but not limited to, any disclaimers, exclusions or limitations set out above), then the invalid or unenforceable provision (or part thereof) will be severed from these Terms and the remaining terms will continue to apply.

## **Clause 29 Waiver**

Failure by us to enforce any of the provisions set out in these Terms and/or any other agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

## **Clause 30 Dispute resolution**

- 30.1 Any dispute or claim ("**dispute**") which arises between a User and Campus Tech Exchange in respect of the Terms shall require the Parties to use their best endeavours to resolve the dispute informally within 7 days of the dispute having been raised in writing.
- 30.2 If either Party provides written notification to the other that such attempt has failed then each Party shall attempt to agree upon the appointment of a suitably qualified mediator, within 10 (ten) days of such dispute being referred.
- 30.3 If agreement is not reached as to the appointment of such mediator within 10 days after either Party has in writing called for the appointment of a mediator, or where an appointment has been agreed upon and such mediator is not able to mediate a resolution of such dispute within 30 days after such appointment then any Party may give written notice to the other Parties referring the dispute to be finally resolved by arbitration in accordance with the rules of Arbitration Foundation of Southern Africa ("**AFSA**") by an arbitrator appointed by AFSA.
- 30.4 Either Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party. This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 30.5 The proceedings and any arbitration award shall be kept private and confidential.
- 30.6 The arbitration seat shall be in Cape Town, South Africa, but the arbitration may be conducted remotely, and the arbitration proceedings shall be conducted in English.
- 30.7 The arbitration shall be held immediately once referred and with a view to its being completed within 21 days after it is demanded.
- 30.8 The Parties irrevocably agree that the decision in arbitration proceedings:
  - 30.8.1 shall be final and binding upon them;



30.8.2 shall be carried into effect;

30.8.3 may be made, by either party, an order of any court of competent jurisdiction.

### **Clause 31 Governing and Consent to jurisdiction**

31.1 These Terms and any disputes will in all respects be governed by and construed under the laws of the Republic of South Africa, excluding its conflict of laws rules.

31.2 These Terms and any disputes shall be governed by and be construed in accordance with the laws of the Republic of South Africa.

31.3 For purposes of making an arbitration award a court order, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, or an alternative appropriate South African court with appropriate jurisdiction.

### **Clause 32 Entire Agreement**

These Terms (including any agreements and policies expressly incorporated by reference) will constitute the entire agreement between you and us concerning the Platform and Services. None of our employees or representatives are authorised to make any modification or addition to these Terms. Any statements or comments made between you and any of our employees or representatives are expressly excluded from these Terms and will not apply.

### **Clause 33 Cession, Assignment and Novation**

33.1 These Terms, and any rights and licenses granted in these Terms, may not be ceded, transferred, assigned or novated by you without our express written consent beforehand. Any attempt to do so by you in violation of this clause will be null and void.

33.2 We may at any time cede, assign, transfer or novate our agreement with you, or any of our rights or obligations under these Terms without a User's consent, and you agree to cooperate with us in connection with such cession, assignment, novation or transfer. A User may not assign or novate any of their rights.

### **Clause 34 Legal Notices and Contact Information**

34.1 Campus Tech Exchange selects the below physical address as its address for the service of all formal notices and legal processes in connection with these Terms or any legal proceedings ("**Legal Address**"). Campus Tech Exchange may change this address from time to time by updating these Terms.

Company Name:	Campus Tech Marketplace (Pty) Ltd
Registration Number:	2024/000436/07
Primary business:	Online marketplace and classifieds business
Physical Address	5 Kogelberg Street Mount Simon Estate Stellenbosch 7600
Telephone Number	072 887 9256
Email Address	info@campustechexchange.co.za.

- 34.2 You hereby select your email address and physical address listed in your User Account as your Legal Address. You may change it to any other physical address within the Republic of South Africa by giving us not less than 7 days' notice in writing. Such change of address will be effective 7 days after receipt of notice of the change of Legal Address.
- 34.3 All notices must be sent either by hand, prepaid registered post, or email and must be in English. All notices sent -
- 34.3.1 by hand will be considered as received on the date of delivery;
  - 34.3.2 by prepaid registered post, will be considered as received 14 days after the date it was posted;
  - 34.3.3 by email be considered as received on the Business Day following the date it was sent.