



## TERMS OF SERVICE

These terms of use apply to the use of the Axl website, the Axl mobi site, the Axl mobile application, and the Axl services. Please read these terms of use carefully. By using the AFGRI website or the AFGRI mobile application, you indicate your understanding and acceptance of these terms of use. If you do not agree to these terms of use, you must not use the AFGRI website or the Axl mobile application.

### 1. ACCEPTANCE

- 1.1 **Axl is a product of AFGRI AGRI Services Proprietary Limited (Registration Number: 1995/005872/07)** is a limited liability company with its office at **12 Byls Bridge Boulevard, Highveld Ext 73, Centurion, Pretoria, South Africa ("AFGRI")**, and provides a collection of online resources, which include advertisements by members for the letting and hiring of commercial agricultural equipment (individually and collectively, the "**Service**") accessible on the website [axl.app](http://axl.app) and on our mobi site at [Axl.app](http://Axl.app) and on the software application made available by us for mobile devices (this website, mobi site and mobile application are individually and collectively referred to in these Terms as the "**Website**").
- 1.2 The Website and the Service are provided to you subject to these Terms of Use (these "**Terms**"). By accessing or using the Website or using the Service, you agree that you have read, understood and agree to be bound by these Terms. For the Terms and wherever the context so requires, the terms "you", "your" and "user" shall mean any person who uses the Website or the Service in any manner whatsoever, including persons browsing the Website and its content, posting comments or any content, or responding to any advertisements or content on the Website. Additionally, when using a portion of the Service, you agree to comply with all applicable posted guidelines and policies for such Service. There may also be specific terms and conditions that apply to the use of parts of the Service and you will also be required to comply with such specific terms and conditions when using that part of the Service. Such terms and conditions will be displayed on the part of the Website where such parts of the Service are accessible.
- 1.3 You are solely responsible for reviewing these terms from time to time. Should you object to any term or condition of these terms, any guideline, or any subsequent changes thereto, you must immediately discontinue use of the website and the service.
- 1.4 Axl may provide a translation of the English version of the Terms into other languages. Any translation of the Terms into other languages is for your convenience only and the English version governs the terms of your relationship with Axl. Furthermore, if there are any inconsistencies between the English version of the Terms and any translation, the English version of the Terms shall prevail.

- 1.5 The term "affiliates" as referred to in these Terms means:
- 1.5.1 any company which controls AFGRI from time to time;
  - 1.5.2 any company which is controlled or owned by AFGRI from time to time;
  - 1.5.3 any company commonly controlled or owned with AFGRI from time to time; or
  - 1.5.4 any entity forming part of AFGRI's group of companies jointly offering the Service from time to time.

## 2. DESCRIPTION OF SERVICES

- 2.1 Axl provides a platform where users who comply with these Terms can offer, the letting and hiring of commercial and/or agricultural equipment ("**rental equipment**") on the Website. Payments and other transactions are conducted through the Website, using Axl payment services or third-party vendors. Axl shall levy a fee for the facilitation of such transactions. **Axl is not a party to the letting and hiring arrangements or any other agreement conducted on the website, has no control over any element of such transactions other than its payment obligations as set out in these terms, and, as far as the law allows, and subject to clause 18, shall have no liability towards any party regarding such transactions. As far as the law allows and subject to clause 18, you use the service and the website at your sole risk and responsibility.**
- 2.2 The user making the rental equipment available on the Website shall be referred to as the "equipment owner" and the user wanting to make use of the rental equipment on the Website shall be referred to as the "renter".
- 2.3 **The equipment owner shall be responsible for ensuring that the rental equipment is made available and delivered to the premises of the renter on or before such date the services must commence.** All costs associated with the renter taking delivery (or returning) of the rental equipment are for the sole account and care of the equipment owner. Unless parties agree otherwise in writing on the platform via the chat function or via addition of the 'transport' fees into the booking agreement between parties.
- 2.4 Subject to clause 2.8, all risks whatsoever associated with the rental equipment shall pass to the renter upon the renter taking delivery of the rented equipment at the renter's premises.
- 2.5 The renter agrees that the equipment owner shall always remain the legal and beneficial owner of the rental equipment.
- 2.6 With effect from the date the rental equipment is delivered to the renter, the renter hereby undertakes in favour of the equipment owner:
- 2.6.1 to store the rental equipment, when not in use, in a facility on the renter's premises whereby the rental equipment will be reasonably protected from all causes of damage;

- 2.6.2 not to remove the rental equipment from the renter's premises, unless the equipment owner has given the renter prior written consent thereto and the renter undertakes to comply with such conditions as the equipment owner may impose in that regard;
- 2.6.3 to utilize the rental equipment only on the renter's premises, unless the equipment owner has given the renter prior written consent to utilize the rental equipment on premises other than the renter's premises, in which event the renter undertakes to comply with such conditions as the equipment owner may impose in that regard;
- 2.6.4 not to utilize the rental equipment for any other purpose than for which it was designed;
- 2.6.5 not to attempt to encumber the rental equipment in any manner;
- 2.6.6 to notify the equipment owner immediately of any damage whatsoever to the rental equipment howsoever arising, or of any defect in respect of the rental equipment, this notification should also be captured inside Axl chat function for traceability purposes. Axl cannot facilitate or assist users if communication takes place outside of the Axl communication channels and platform, Axl has provided a secure chat function for parties to capture additional terms, changes and agreements in the booking contract and you hereby indemnify and hold harmless Axl, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from such communication that takes place outside of the Axl communication channels and platform.
- 2.6.7 to be liable to pay all costs and expenses which may be payable after return and inspection of the rental equipment arising from damage caused to the rental equipment during the duration of the transaction; and
- 2.6.8 to permit the equipment owner or its representatives reasonable access to the renter's premises and the rental equipment in order to inspect the rental equipment.
- 2.7 The equipment owner shall be responsible to maintain the rental equipment, at the equipment owner's own cost, in good working order and condition. Such maintenance obligation will include the cost of all services and repairs which may arise while the rental equipment is in the renter's possession.
- 2.8 Unless the parties agree otherwise in writing and proof can be provided for this, the equipment owner hereby undertakes to insure the rental equipment with a reputable insurer in respect of the duration of the transaction ("**the Insurance Cover**") and shall be responsible to inform its insurer of any transaction contemplated under these Terms including but not limited to the fact that the Services under each transaction will be performed at the premises of the renter and that the rental equipment will be kept at the premises of the renter for the duration of the transaction.
- 2.9 The renter undertakes in favour of the equipment owner to refrain from acting in any manner which may invalidate any insurance policy in respect of the rental equipment, including the Insurance Cover.

### 3. PAYMENTS AND PAYMENT PROCESS

- 3.1 A booking request by a renter is deemed merely as an enquiry.
- 3.2 A booking is only confirmed when the equipment owner has confirmed the booking and the renter has paid 20% (twenty percent) of the total cost of the Services (received by Axl).
- 3.3 The remaining balance of 80% (eighty percent) of the total cost of the Services shall be due and payable by the renter 2 (two) weeks prior to rental equipment arriving at the premises of the renter. Axl will hold these funds accordingly and release to the equipment owner according to Axl payment process terms. It is the onus of the equipment owner to ensure that payment is received before releasing the rental equipment to the renter, **Axl will not be held liable by the equipment owner if the rental equipment is released prior to the equipment owner ensuring that the funds have been received.**
- 3.4 Axl requires that 100% (one hundred percent) of the total cost of the Services is received before a job start date. Axl reserves the right to cancel a booking if payment is not received accordingly.
- 3.5 Once 100% (one hundred percent) of the total cost of the Services is received Axl will release the 20% (twenty percent) LESS 4% (four percent) fees to the equipment owner.
- 3.6 The remaining 80% (eighty percent) of the total cost of the Services LESS 4% (four percent) will be released to the equipment owner ONLY once both parties have indicated the job is completed.
- 3.7 Users making use of their UNIGRO facilities please note the UNIGRO payment process, fees and terms as set out in clause 3.11 below.
- 3.8 The total fee levied by Axl for making the Services available on the Website shall be 8% (eight percent) of the lease amount agreed upon between the equipment owner and the renter.
- 3.9 Axl charges an 8% (eight percent) service fee for each transaction managed. 4% (four percent) of the service fee is payable by the equipment owner and 4% (four percent) is payable by the renter.
- 3.10 All equipment is automatically listed at the base rate PLUS 4% (four percent). The remaining 4% (four percent) of the total 8% (eight percent) is only subtracted upon payment/pay-out to the equipment owner.
- 3.11 You can use certain UNIGRO facilities to purchase services via Axl platform. The UNIGRO payment process works as follows:
- 3.11.1 upon booking confirmation and an authentication process, 100% (one hundred percent) of the total cost of the Services is placed 'on hold' in your designated UNIGRO credit facility. This means that the full amount will be reserved and cannot be utilized/until the job is completed on your farm. It is important to note that a booking cannot exceed a credit term, if the booking request goes beyond your credit term, it will be declined. All UNIGRO related matters must be

dealt with via your designated UNIGRO relationship manager;

- 3.11.2 upon job start date, 20% (twenty percent) of the total cost of the Services will be automatically released from your selected credit facility and will be transferred to the equipment owner on your behalf;
  - 3.11.3 upon job completion date confirmation from both parties, the remaining 80% (eighty percent) of the total cost of the Services will be automatically transferred to the equipment owner on your behalf.
  - 3.11.4 Axl will deduct their fees accordingly from these transactions as per the fee structure in this clause 3 above.
- 3.12 The cancellation of Services will attract a cancellation fee on confirmed bookings which will be calculated as follows:
- 3.12.1 if the **equipment owner** cancels a booking 30 (thirty) days or longer before the scheduled start date, a 4% (four percent) cancellation fee of the total booking amount will apply. The renters 20% (twenty percent) booking fee will be returned to them in full and the equipment owner will be required to pay Axl the 4% (four percent) cancellation fee;
  - 3.12.2 if the **equipment owner** cancels the booking within 30 (thirty) days of the scheduled start date, an 8% (eight percent) cancellation fee of the total booking amount will apply. The renters 20% (twenty percent) booking fee will be returned to them in full and the equipment owner will be required to pay Axl the 8% (eight percent) cancellation fee;
  - 3.12.3 if the **equipment renter** cancels a booking 14 (fourteen) days or longer before the scheduled start date, a 4% (four percent) cancellation fee of the total booking amount will apply. The renters 20% (twenty percent) booking fee will be returned to renter LESS the 4% (four percent) cancellation fee; or
  - 3.12.4 if the **equipment renter** cancels a booking within 14 (fourteen) days of the scheduled start date, an 8% (eight percent) cancellation fee of the total booking amount will apply. The renter's 20% (twenty percent) booking fee will be nonrefundable and instead transferred to the equipment owner LESS the total 8% (eight percent) cancellation fee.
- 3.13 Axl will still claim the full 8% (eight percent) fees on the full 100% (one hundred percent) transaction -if a booking is cancelled after the commencement date of such transaction and/or a transaction has ended early, for whatever reason. In the event of a refund request, the renter must submit its refund request to Axl Customer Support ([admin@Axl.app](mailto:admin@Axl.app)) with a detailed explanation and supporting information on the claim. Tangible evidence must also be provided (formal reports, GIS reports, written communication, images, equipment log books, et al.). Refund requests need to be submitted not later than 7 (seven) days after the relevant incident/event occurred. Refunds can only apply on the 80% (eighty percent) the total cost of the Services. Once a transaction has commenced the 20% (twenty percent) is non-refundable.
- 3.14 Renters can request a refund on the following terms and will only be considered:

- 3.14.1 if equipment arrived on the farm and/or if a portion of the job was done. i.e the job had started but was not completed ["Job has ended early" means in this case (e.g. owner did not complete number of hours, hectares, days, bales, kms as defined in the original booking contract)];
  - 3.14.2 the work was not completed within the agreed terms due to actions within the control of the equipment owner. This does not include force majeure and weather-related events;
  - 3.14.3 material equipment and/or mechanical breakdown; or
  - 3.14.4 a material misrepresentation of equipment that resulted in the transaction not being able to be completed.
- 3.15 Axl is not a party to the letting and hiring arrangements or any other agreement conducted on the website, has no control over any element of such transactions other than its payment obligations as set out in these terms, and, as far as the law allows, and subject to clause 18, shall have no liability towards any party regarding such transactions. As far as the law allows and subject to clause 18, you use the service and the website at your sole risk and responsibility.
- 3.16 As a UNIGRO customer you give Axl the right to claim and collect the applicable cancellation fees from any available credit facility registered with them on such terms as set out above.
- 3.17 The cancellation fee will be deducted from the transaction amount. By using the Service, you agreed to the terms of the cancellation policy and you provide permission for Axl to collect these fees.
- 3.18 Axl may utilize the services of third-party vendors to facilitate the flow of funds and payments process.
- 3.19 Any interest accrued on funds held on behalf of the parties shall be retained by Axl. The equipment owner or renter shall not have any claim to such interest proceeds.
- 3.20 All fees are inclusive VAT (Value Added Tax).
- 3.21 All invoices for the Services will be automatically generated via the Website on behalf of the equipment owner or the renter as the case may be. By making use of the Services both the equipment owner and renter irrevocably and unconditionally authorizes Axl to generate and issue such invoices on their behalf.
- 3.22 Overages will be charged at listed rates and will be due and payable immediately. The renter shall be prohibited from making use make use of Axl again until any outstanding overages are settled in full.

#### **4. CONTENT POLICY**

- 4.1 Axl is not responsible for any advertisements, comments, offerings, user postings, images,

photographs, videos, sound clips, directory information, business listings/information, or any other materials made available through the Website or Service, or any messages between users, including without limitation, e-mails or chats or other means of electronic communication ("**Content**"), whether accessed or exchanged through the Website or other third-party websites ("**Third Party Websites**").

- 4.2 By using the Website and the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. As far as the law allows and subject to clause 18:
  - 4.2.1 you are responsible for, must evaluate, and bear all risks associated with the use of any Content;
  - 4.2.2 you may not rely on any Content; and
  - 4.2.3 under no circumstances will Axl be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading of any Content listed, e-mailed or otherwise made available via the Service.
- 4.3 Axl is not obliged to pre-screen or approve any Content, but Axl has the right, in its sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Service, for violating these Terms where such violation is brought to Axl's knowledge. Furthermore, the Website and Content available through the Website may contain links to Third Party Websites which are completely unrelated to Axl. If you link to Third Party Websites, you may be subject to those Third-Party Websites' terms and conditions and other policies. As far as the law allows, and subject to clause 18, Axl makes no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third-Party Websites, and your linking to any other websites is, as far as the law allows and subject to clause 18, completely at your own risk and Axl will not be liable in any way for your link to such other websites.
- 4.4 As far as the law allows, and subject to clause 18, you are solely responsible for your own Content posted on, transmitted through, or linked from the Service and the consequences of posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you upload, email or otherwise make available via the Service. In connection with such Content posted on, transmitted through, or linked from the Service by you, you affirm, acknowledge, represent, warrant and undertake that:
  - 4.4.1 you own or have and shall continue to, for such time the Content is available on the Website, have the necessary licenses, rights, consents, and permissions to use such Content on the Service and Website (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorise Axl to use such Content to enable inclusion and use of the Content in the manner contemplated by the Service, the Website and these Terms; and
  - 4.4.2 you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Service, the Website and these Terms.

- 4.5 For clarity, you retain all of your ownership rights in your Content; however, by submitting any Content on the Website, you hereby grant to Axl an irrevocable, non-cancellable, perpetual, worldwide, nonexclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Website and Axl's (and its successors') business, including, without limitation, for the purpose of promoting and redistributing part or all of the Website and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. These rights are required by Axl in order to host and display your Content.
- 4.6 You also hereby grant each user of the Website a non-exclusive license to access your Content through the Website, which license excludes, amongst other things, scraping of Content and any other possible use for commercial purposes. The license you have granted to each user in terms of this clause will terminate once you or Axl remove or delete such Content from the Website.
- 4.7 By you posting Content to any public area of the Service, you agree to and do hereby grant to Axl all rights necessary to:
- 4.7.1 prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service or Website by any party for any purpose which contravenes these Terms; and
- 4.7.2 to enforce, on your behalf all rights you may have in the Content against any infringement by a third party. These rights are perpetual and cannot be revoked by you and will apply and can be exercised throughout the world.
- 4.8 Axl does not endorse any Content or any opinion, statement, recommendation, or advice expressed in the Content, and, as far as the law allows, and subject to clause 18, Axl expressly disclaims any and all liability in connection with Content. AFGRI does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and Axl may, at its sole discretion, remove any infringing Content or which it may consider to be infringing. Axl reserves the right to remove any Content without prior notice. Axl may also terminate a user's access to the Website, if they are determined to be a repeat infringer or found to be engaging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the Website more than twice. Further, at its sole discretion, Axl reserves the right to decide whether any Content is appropriate and complies with these Terms.
- 4.9 Axl utilizes the services of third-party geo mapping services, Axl will not be held liable for the reliability of the information provided by these services on our system.

## **5. CONDUCT**

- 5.1 You agree not to post, email, host, display, upload, modify, publish, transmit, update or share any information on the Website, or otherwise make available Content:
- 5.1.1 that violates any law or regulation;

- 5.1.2 that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant Axl all of the license rights granted in these Terms;
- 5.1.3 that infringes any of the intellectual property rights of any party, or is Content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
- 5.1.4 that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever;
- 5.1.5 that harasses, degrades, intimidates or is hateful towards any individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability;
- 5.1.6 that violates any local employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, colour, religion, sex, national origin, age, or disability of any user;
- 5.1.7 that includes personal or identifying information about another person or entity without that person's explicit consent;
- 5.1.8 that impersonates any person or entity, including, but not limited to, an Axl employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- 5.1.9 deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- 5.1.10 that is false, deceptive, misleading, deceitful or constitutes a "bait and switch" offer;
- 5.1.11 that constitutes or contains "pyramid schemes", "jokes", "affiliate marketing", "link referral code," "junk mail," "spam," "chain letters," "bait marketing", "negative option marketing", "referral selling" or unsolicited advertisements of a commercial nature;
- 5.1.12 that constitutes or contains any form of advertising or solicitation if:
  - 5.1.12.1 posted in areas or categories of the Website which are not designated for such purposes;  
or
  - 5.1.12.2 e-mailed to Axl users who have requested not to be contacted about other services, products or commercial interests;
- 5.1.13 that includes links to commercial services or Third-Party Websites, except as specifically allowed by Axl;

- 5.1.14 that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation, sales of items that are prohibited or regulated by applicable law;
- 5.1.15 that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other computer resource;
- 5.1.16 that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack or distributed denial of service attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
- 5.1.17 that employs misleading email addresses, or forged headers or otherwise manipulated identifiers to disguise the origin of Content transmitted through the Service.

5.2 Additionally, you agree not to:

- 5.2.1 contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post advertisement on a Third-Party Website or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;
- 5.2.2 make any libellous or defamatory comments or postings to or against anyone;
- 5.2.3 collect personal information about other users or entities for commercial or unlawful purposes;
- 5.2.4 use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file;
- 5.2.5 post Content that is outside the local area or not relevant to the local area, repeatedly post the same or similar Content, or otherwise impose unreasonable or disproportionately large loads on our servers and other infrastructure;
- 5.2.6 post the same item or service in multiple classified categories or forums, or in multiple metropolitan areas
- 5.2.7 attempt to gain unauthorized access to computer systems owned or controlled by Axl or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Website;
- 5.2.8 use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of Axl's "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged

violates these Terms or any applicable law or regulation; or

5.2.9 use any automated device or software that enables the automatic submission or alteration of postings on Axl's without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device regarding bulk postings, or for automatic submission of postings at certain times or intervals.

5.3 Any Content uploaded by you shall be subject to relevant laws and may be disabled and may be subject to investigation under applicable laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these Terms, or the terms of AFGRI's privacy policy incorporated in these Terms in clause 19 and accessible at <https://www.AFGRI.co.za/terms-of-use/> ("**Privacy Policy**"), we may terminate your account/block your access to the Website and we reserve the right to remove any noncompliant Content uploaded by you.

## 6. PAID POSTINGS

Axl may charge users a fee to post Content in some specific areas of the Service ("**Paid Content**"). The fee permits Paid Content to be posted in a designated area of the Website. Each user posting Paid Content to the Service is responsible for the Content and compliance with the Terms. Any such fees are non-refundable if any Content is removed from the Service for violating these Terms.

## 7. POSTING AGENTS

As used herein, the term "Posting Agent" refers to a third-party agent, service or intermediary that offers to post Content to the Service on behalf of others. Axl prohibits the use of Posting Agents, directly or indirectly, without the express written permission of Axl. In addition, Posting Agents are not permitted to post Content on behalf of others, directly or indirectly, or otherwise access the Service in order to post Content on behalf of others, except with express written permission or license from Axl.

## 8. ACCESS TO THE SERVICE

8.1 Axl grants you a limited, revocable, non-transferable, non-exclusive license to access and use the Service for personal use. This license does not include any of the following:

8.1.1 access to or use of the Service by Posting Agents; or

8.1.2 any collection, aggregation, copying, duplication, display or derivative use of the Service; or

8.1.3 any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by Axl or as otherwise set forth in these Terms.

8.2 Notwithstanding the foregoing, general purpose internet search engines and non-commercial public archives that gather information for the sole purpose of displaying hyperlinks to the Service may engage in the activities set forth in clause 8.1.3, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt

file. For purposes of this exception, a "general purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings, including any subset of classified listings such as housing, for sale, jobs, services, or personals, or which otherwise provides classified ad listing services.

- 8.3 The license set forth in this clause 8 permits you to display individual postings on the Service on your website, or create a hyperlink thereto, so long as such use is for non-commercial and/or news reporting purposes only (e.g. for use in personal blogs or other personal online media). Axl may limit the number of postings displayed on or linked to your website. Use of the Service beyond the scope of authorized access as set forth in these Terms immediately terminates any permission or license granted by Axl in these Terms. To collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated in these Terms, you must first obtain an appropriate license from Axl.

## **9. NOTIFICATION OF CLAIMS OF INFRINGEMENTS**

- 9.1 If you are an owner of intellectual property rights, or an agent who is fully authorized to act on behalf of the owner of intellectual property rights, and believe that any Content or other content infringes upon your intellectual property right or intellectual property right of the owner on whose behalf you are authorized to act, you may submit a notification to Axl together with a request to Axl to delete the relevant Content in good faith. The notification and the request must contain the following information:
- 9.1.1 a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - 9.1.2 identification of the intellectual property rights claimed to have been infringed, or, if multiple intellectual property rights at a single online site are covered by a single notification, a representative list of such works at that site;
  - 9.1.3 identification of the Content (by means of data or communication link, etc.) that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Axl to locate the material;
  - 9.1.4 information reasonably sufficient to permit Axl to contact you, such as an address, telephone number, and an electronic mail address;
  - 9.1.5 a signed statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right-owner, its agent, or the law;
  - 9.1.6 a signed statement that the intellectual property-owner holds Axl harmless from any claim of any third party in connection with the removing by Axl of the relevant content; and
  - 9.1.7 a signed statement that the information in the notification is accurate and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is

allegedly infringed.

- 9.2 Notifications must be sent to legal@AFGRI.co.za marked for the attention of Head of Legal: AFGRI AGRI Services (Pty) Limited.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The materials on the Website, other than the user Content that you licensed under these Terms, but including (without limitation) the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("**Materials**") and the trademarks, service marks and logos contained therein, are owned by or licensed to Axl, and are subject to copyright and other intellectual property rights under South African and foreign laws and international conventions.
- 10.2 Regarding the Services, the Website may display certain Materials that are protected by intellectual property rights and proprietary rights belonging to third parties. Use of these Materials may be subject to a license granted by third parties to Axl. You shall, in no event, reverse engineer, decompile, or disassemble such Materials and nothing herein shall be construed to grant you any right in relation to such Materials. Materials on the Website are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.
- 10.3 Axl reserves all rights not expressly granted in these Terms to the Website and the Materials.
- 10.4 You agree to not engage in the use, copying, or distribution of any of the Materials other than as expressly permitted herein, including any use, copying, or distribution of Materials of third parties obtained through the Website for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein.
- 10.5 Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, other laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials, or any portion thereof for further reproduction or redistribution is expressly prohibited.

## **11. USER SUBMISSIONS**

When using the Website, you will be exposed to Content from a variety of sources, and that, as far as the law allows, and subject to clause 18, Axl is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and you agree and assume all liability for your use. You further may be exposed to Content that is inaccurate, offensive, indecent, objectionable, defamatory or libellous and, as far as the law allows, and subject to clause 18, you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Axl with respect thereto.

## **12. INDEMNITY**

12.1 As far as the law allows, and subject to clause 18, you agree to defend, indemnify and hold harmless Axl, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

12.1.1 your violation of any provision of these Terms;

12.1.2 your violation of any third party right, including without limitation any copyright, trade mark, trade secret or other property, or privacy right; or

12.1.3 any claim that your Content caused damage to a third party.

12.2 As far as the law allows, and subject to clause 18, this defense and indemnification obligation will, subject to any provisions contained in the Prescription Act, 68 of 1969, survive termination, modification or expiration of these Terms and your use of the Service and the Website.

## **13. NO SPAM POLICY**

13.1 You understand and agree that sending unsolicited email advertisements or other unsolicited communications to Axlemail addresses or through Axlcomputer systems is expressly prohibited by these Terms.

13.2 You agree that from time to time Axl may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in the AFGRI e-mail system.

13.3 Any communication between yourself and any other user utilising the communication features available on the Service and the Website may be used only in accordance with the Terms.

13.4 Any unauthorized use of Axl computer systems is a violation of these Terms and certain applicable laws. Such violations may subject the sender and his or her agents to civil claims and criminal penalties.

## **14. DEALINGS WITH ORGANISATIONS AND INDIVIDUALS**

14.1 As far as the law allows, and subject to clause 18, Axl shall not be liable for your interactions with any organisations and/or individuals on the Website or through the Service. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with any interaction you may have with other organizations and/or individuals.

14.2 These dealings are solely between you and such organizations and/or individuals. As far as the law allows, and subject to clause 18, Axl shall not be responsible or liable for any loss or damage

of any sort incurred as the result of any such dealings or interactions.

- 14.3 If you have a dispute with one or more other users, as far as the law allows, and subject to clause 18, you hereby release Axl, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service. Please notify Axl at [info@Axl.app](mailto:info@Axl.app) and/or [admin@Axl.app](mailto:admin@Axl.app) should there be any disputes for our reference.

## **15. LIMITATION AND TERMINATION OF SERVICE AND AMENDMENTS TO THESE TERMS**

- 15.1 Axl may establish limits from time to time concerning use of the Service, including among others, the maximum number of days that Content will be maintained or retained by the Service, the maximum number and size of postings, e-mail messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service or the Website.
- 15.2 Axl, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), to modify or discontinue the Service (or any part thereof), and to remove and discard any Content within the Service. As far as the law allows and subject to clause 18, Axl has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website or the Service and shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service or for any termination of your access to the Website or the Service.
- 15.3 Axl may also from time to time amend these Terms. All changes to the Service or to these Terms will take effect from the time that Axl places them on the Website. You are responsible for reviewing and checking these Terms whenever you wish to use the Service or the Content.
- 15.4 Any changes to the Terms relating to paid services shall be notified by sending you an email, or through a pop-up notice when you access the Service or the Website.

## **16. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY**

- 16.1 As far as the law allows, and subject to clause 18, you agree that use of the website and the service is entirely at your own risk and that the website and the service are provided on an "as is" or "as available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a purpose, and non-infringement of proprietary rights are expressly disclaimed fully permitted by law.
- 16.2 as far as the law allows and subject to clause 18, Axl, AFGRI, its affiliates, its officers, directors, employees, and agents disclaim all warranties, express or implied, regarding the website and service and your use thereof. Axl makes no warranties or representations about the accuracy or completeness of the website's content or the content of any third party websites linked to the website and assumes no liability or responsibility for any:

- 16.2.1 errors, mistakes, or inaccuracies of content;
- 16.2.2 personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website or service;
- 16.2.3 any unauthorized access to or use of our servers and/or all personal information and/or financial information stored therein;
- 16.2.4 any interruption or cessation of transmission to or from the website;
- 16.2.5 any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party, and/or
- 16.2.6 any errors or omissions in any content or for any loss or damage of any kind incurred because of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the website or the service.
- 16.3 as far as the law allows, and subject to clause 18, Axl does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website or any hyperlinked website or featured in any banner or other advertising, and Axl will not be a party to or in any way be responsible for monitoring any transaction between you and/or other users and/or third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.
- 16.4 as far as the law allows, and subject to clause 18, in no event shall Axl, its affiliates, its officers, directors, employees, or agents, be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if AFGRI has been advised of the possibility of such damages), resulting from any aspect of your use of the website or the service, including, without limitation:
  - 16.4.1 whether the damages arise from use or misuse of the website or the service;
  - 16.4.2 from inability to use the website or the service;
  - 16.4.3 (the interruption, suspension, modification, alteration, or termination of the website or the service;
  - 16.4.4 errors, mistakes, or inaccuracies of content;
  - 16.4.5 personal injury or property damage resulting from your access to and use of the website and service;
  - 16.4.6 any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein;
  - 16.4.7 any interruption or cessation of transmission to or from the website;

- 16.4.8 any bugs, malware, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party;
- 16.4.9 any errors or omissions in any content; or
- 16.4.10 any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the website or the service.
- 16.5 such limitation of liability shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the website or the service or any links on the website, as well as by reason of any information, opinions or advice received through or advertised in connection with the website or the service or any links on the AFGRI site. These limitations shall apply to the fullest extent permitted by law.
- 16.6 as far as the law allows, and subject to clause 18, you agree that Axl shall not be liable for user submissions or the defamatory, offensive, or illegal Conduct of any user or third party and that the risk of harm or damage From the foregoing rests entirely with you. AFGRI makes no representations or warranties that the website is appropriate for use in other locations. Those who access or use the website from other jurisdictions do so at their own volition and risk and are responsible for compliance with local law.

## **17. VIOLATION OF TERMS**

- 17.1 Any failure to act by Axl with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others.
- 17.2 You agree to pay Axl's actual damages suffered by Axl because of your breach of these Terms.
- 17.3 Notwithstanding any other provision of these Terms, Axl retains the right to seek equitable remedies, including without limitation, specific performance of any term contained in these Terms, an interim or permanent interdict against the breach or threatened breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.
- 17.4 To the extent that any provision of these Terms is, or qualifies as, a penalty stipulation in terms of the Conventional Penalties Act 15 of 1962:
  - 17.4.1 these Terms shall not be construed or interpreted in such a way as entitling Axl to recover both damages and the penalty;
  - 17.4.2 Axl shall be entitled to recover damages in lieu of the relevant penalty;
  - 17.4.3 Axl shall not be obliged to accept defective or delayed performance by you; and
  - 17.4.4 you agree, having taken account of the prejudice that will be suffered by Axl, that the penalty stipulation is equitable in the circumstances.

## **18. CONSUMER PROTECTION ACT AND ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

18.1 If these Terms and/or the Website and/or the Services is regulated by the Consumer Protection Act, 68 of 2008 ("**CPA**") or the Electronic Communications and Transactions Act, 25 of 2002 ("**ECTA**"), it is not intended that any provision of these Terms contravenes any provision of the CPA or ECTA.

18.2 Therefore, all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA and ECTA are complied with.

18.3 Nothing in these Terms:

18.3.1 limits or exempts Axl or any other person from any responsibility or liability (including, without limitation, for any loss directly or indirectly attributable to the gross negligence or willful default of Axl or any other person, or any person acting for or controlled by Axl or any other person) to the extent that the law does not allow this; or

18.3.2 requires you to assume risk or responsibility or liability (including, without limitation, for the kind of loss referred to in clause 18.3.1 above to the extent the law does not allow this; or

18.3.3 excludes any warranties implied into these Terms by law, to the extent that the law does not allow them to be excluded.

## **19. PRIVACY POLICY**

19.1 We respect your privacy and have developed a detailed Privacy Policy.

19.2 Axl's privacy policy ("**Privacy Policy**") is part of these Terms. By agreeing to these Terms, you are also agreeing to the AFGRI Privacy Policy. If you do not comply with any of the Privacy Policy, that will be a breach of the Terms.

19.3 This Privacy Policy describes our practices with respect to personal information collected via our website accessible at [www.afgri.co.za](http://www.afgri.co.za)

19.4 By accessing the Website or using the Service, you agree that you have read, understood and agree to be bound by this Privacy Policy and you provide us with your express consent and agreement that we may collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share your Personal Information in the ways set out in this Privacy Policy.

## **20. ASSIGNMENT**

These Terms, and any rights, licenses and obligations granted under these Terms, may not be ceded, delegated, transferred or assigned by you. You agree that Axl may, at any time and without restrictions, transfer, cede, delegate or assign any or all of its rights and obligations under these

Terms. Any cession, delegation, assignment or transfer by you shall be null and void.

## **21. ABILITY AND AUTHORITY TO ACCEPT THESE TERMS**

This Website is intended only for adults and for entities and persons that are entitled to contract as per applicable laws. If you are using/accessing this Website as a representative of any person/entity, you warrant, represent and undertake that you are legally authorised to represent that person/entity. You warrant, represent and undertake that you are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

## **22. GENERAL INFORMATION**

- 22.1 These Terms and the other policies posted by Axl on the Website constitute the complete and exclusive understanding and agreement between you and Axl and govern your use of the Service and the Website superseding all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral.
- 22.2 These Terms and the relationship between you and Axl shall be governed by the laws of the Republic of South Africa without regard to its conflict of law principles. Any claim you may have against Axl must be submitted to the exclusive jurisdiction of the courts located within the Republic of South Africa.
- 22.3 The failure of Axl to exercise or enforce any right, remedy or provision in or arising from these Terms shall not constitute a waiver of such right, remedy or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.
- 22.4 If any provision or provisions of these Terms is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or be impaired. These Terms shall inure to the benefit of and be binding upon each party's successors.