

WEBSITE TERMS AND CONDITIONS OF USE AGREEMENT

between

MY MOBILE LIMITED

and

YOU

(The visitor to or user of the My Mobile website located at
<http://www.trada.net>)

**THIS TERMS AND CONDITIONS OF USE AGREEMENT MUST BE READ
TOGETHER WITH THE RULES OF AUCTION [www.trada.net;
www.smartcalltech.co.za] AND ARE APPLICABLE TO SOUTH AFRICAN
CONSUMERS**

Table of Contents

1. The Parties.....	3
2. Introduction	3
3. Access to the South African Market.....	4
4. Interpretation	4
5. Applicability.....	12
6. Commencement, Availability and Termination.....	12
7. How the Auction Services Work	13
8. Time, Place and Validity of Electronic Transactions	15
9. Returns Policy	16
10. Privacy Policy.....	17
11. Security and Acceptable Use of the Website, Email and Bearer Media	17
12. Dormant and Inactive User Accounts	19
13. English Language	19
14. Intellectual Property.....	20
15. Information and Record Retention	20
16. Access to Information	21
17. NCA	21
18. FICA, RICA and CPA	21
19. Pricing of Services	21
20. Monitoring, Interception and Access to Information	21
21. Governing Law	22
22. Communication	22
23. Complaints.....	22
24. Enquiries.....	23
25. Alternative Dispute Resolution	23
26. Enforceability	23
27. Limitation of Liability	24
28. Uncontrollable Events	24
29. Links to external Third Party Websites	25
30. No Warranty.....	25
31. Indemnity	25
32. Skill, Diligence and Care.....	26
33. ECT Required Information	26

1. The Parties

1.1 My Mobile Limited (My Mobile) is a privately held company incorporated in and subject to the laws of England and Wales.

1.1.1 Registration number: 1346104.

1.1.2 Physical address: Charter Place, 23 / 27 Seaton Place, St Helier, Jersey, JE1 1JY.

1.1.3 Postal address: Charter Place, 23 / 27 Seaton Place, St Helier, Jersey, JE1 1JY.

1.1.4 Phone: +44 (0)1524 835 835 (switchboard).

1.1.5 Phone: +44 (0)1524 835 835 (customer care).

1.1.6 Facsimile: +44 (0)1534 835 888.

1.1.7 Email address: help@smartcalltech.co.za

1.1.8 VAT Registration number: NA.

1.2 You, as the Visitor to or User of the My Mobile Website located at <http://www.trada.net>.

2. Introduction

2.1 My Mobile offers online worldwide airtime Auction Services at <http://www.trada.net>. As these services are available to South African Consumers, My Mobile endeavours, whenever possible, to comply with South African legislation where relevant, to do so

2.2 This Agreement sets out the terms and conditions of use for South African Consumers in terms of the requirements of the Electronic Communications and Transactions Act 25, of 2002, from which it derives legal force and effect.

2.3 Requirements relating to Internet or electronic auctions in terms of the Consumer

Protection Act, 68 of 2008 and the Regulations in terms of this Act, are provided for in this Agreement and the My Mobile Rules of Auction [www.smartcalltech.co.za].

2.4 This Agreement and the Rules of Auction must be read together, each being incorporated into the other by reference in terms of section 11(3) of the Electronic Communications and Transactions Act, 25, of 2002.

2.5 This Agreement is in compliance with legislation that affords Visitors to and Users of the Website rights and serves to inform them of their obligations when visiting or using the Website and Auction Services.

2.6 IF A VISITOR TO OR USER OF THE MY MOBILE WEBSITE DOES NOT AGREE TO THESE WEBSITE TERMS AND CONDITIONS OF USE AND THE RULES OF AUCTION, THEY SHOULD LEAVE THE WEBSITE AND NOT USE THE AUCTION SERVICES. PLEASE NOTE CONTINUED USE, SUBJECT TO CLAUSE 6.2 BELOW, CONSTITUTES AGREEMENT.

3. Access to the South African Market

3.1 My Mobile gains access to the South African consumer market via the aggregation services of Smartcall Technology Solutions (Pty) Ltd. (Smartcall: <http://www.smartcalltech.co.za>). Smartcall, is a member of the Wireless Application Service Providers Association of South Africa (WASPA: <http://www.waspa.org.za>) and the Direct Marketing Association of South Africa (DMASA: <http://www.dmasa.org>). In terms of the aggregation agreement entered into between My Mobile and Smartcall, My Mobile subscribes to the Codes of Conduct of the WASPA (<http://www.waspa.org.za/code/codeconduct.shtml>) and the DMASA (http://www.dmasa.org/dmasa/dma_load.php?str=1/10/17).

3.2 My Mobile provides the Goods and Services to Visitors to and Users of the Website on the basis of an invitation to do business.

3.3 Smartcall provides billing and support services for My Mobile to Users of the Auction Services.

4. Interpretation

4.1 The headings to the clauses of this Agreement are for reference purposes only.

4.2 Unless the context requires otherwise, the words and expressions will be interpreted

as set out below and related expressions will be interpreted with corresponding meanings:

- 4.2.1 "AFSA" means the Arbitration Foundation of Southern Africa;
- 4.2.2 "Acceptance Date" means the date on which You visit and / or use the Website and agree to this Agreement either by continued browsing or by clicking "I agree";]
- 4.2.3 "Agreement" means this Website Terms and Conditions of Use Agreement;
- 4.2.4 "Airtime Voucher" means a recharge number provided to a User to recharge their SIM card with prepaid value with which to participate in the Auction Services. "Electronic Airtime Voucher" and "Voucher" have the same meaning;
- 4.2.5 "Auction End" means the Auction has ended, as indicated through a banner published on the Website stating "Ended", through completion of time in Timer Auctions, the specified count being reached in Count Auctions or by the highest bid being reached in Bid-2-Win Auctions;
- 4.2.6 "Auction House" means My Mobile Limited, which may also be regarded as the "Auctioneer";
- 4.2.7 "Auction Services" means the invitation to do business with My Mobile by purchasing Bids for Goods and / or Services on any of the Available Auctions on the Website and using Bids to Win Prizes;
- 4.2.8 "Auction Commencement" means the online publication of an Auction Service;
- 4.2.9 "Available Auction" means any of the three Auction Types published on the Website at any time and includes Sayings;
- 4.2.10 "Auction Type" means Count Auction, Bid-2-Win Auction and Timer Auction;
- 4.2.11 "Bearer Media" means but is not limited to Interactive Voice Response (IVR), Short Message Service (SMS), Unstructured Supplementary Service Data (USSD), Wireless Application Protocol (WAP), Online Based Billing (OBB), Events Based Billing (EBB) and Location Based Services (LBS);
- 4.2.12 "Bid" as a verb means an offer to pay a particular price. "Bid" as a noun means the particular price offered;

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- 4.2.13 "Bid-2-Win" Auction means an Auction that gives an instant response to every bid, where the next bid might unlock a Prize;
- 4.2.14 "Bid Balance" means the value in ZAR of Users prepaid credit in the User's Account;
- 4.2.15 "Bid Pack" means units of prepaid value available for purchase by a User under the four (4) prepaid Payment Methods;
- 4.2.16 "Bidder" means User and Person making a Bid;
- 4.2.17 "Bidder's Name" means the Person's full name as recorded in their national identity document or passport;
- 4.2.18 "Bidder's Mobile Number" means the number allocated by a South African National Mobile Network Operator to a subscriber to its services and linked to a MSISDN and SIM;
- 4.2.19 "Bidder's Number" means the last four (4) digits of a Bidder's Mobile Number;
- 4.2.20 "Business Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa. When a particular number of business days is provided for between the happening of one event and another, the number of days must be calculated by excluding the day on which the first such event occurs and including the day on or by which the second event occurs;
- 4.2.21 "CPA" means the Consumer Protection Act, 68 of 2008; (add URLs to each statute);
- 4.2.22 "Consumer" in relation to My Mobile's Auction Services means individual natural persons (human beings) and not juristic persons such as companies, trusts and partnerships;
- 4.2.23 "Count Auction" means an Auction where the stated number of bids will end the Auction. For example: the 10th bid wins;
- 4.2.24 "Data Message" means information in an electronic format generated, sent, received or stored by electronic means and includes the Bearer Media;

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- 4.2.25 “Direct Marketing” means an approach to a Person by Electronic Communication for the purpose of promoting or offering, in the ordinary course of business, to supply Goods or Services;
- 4.2.26 “Domain Name” means <http://www.trada.net>, an identification label for control on the Internet which shall be regarded as the place of the Auction Services;
- 4.2.27 “Dormant Account” means a User’s My Mobile Registration on the Website that has not been used for a continuous period of six (6) months. “Inactive account” means Dormant Account;
- 4.2.28 “ECT” means the Electronic Communications and Transactions Act 25, of 2002;
- 4.2.29 “ECT Required Information” means the information required to be made available in terms of section 43 of ECT;
- 4.2.30 “Electronic Communication” means a message via electronic transmission, including via the Website, Bearer Media and similar technology or device;
- 4.2.31 “Electronic Transaction” means business of either a commercial or non-commercial nature and includes the provision of information, the purchase of Bids and participation in the Auction Services;
- 4.2.32 “FICA” means the Financial Intelligence Centre Act, 38 of 2001 and related requirements in respect of the establishment and verification of the identity of a User as required by CPA;
- 4.2.33 “GSM” means the Global System for Mobile Communications;
- 4.2.34 “GoDaddy” means <https://auctions.godaddy.com>, the business providing secure electronic transactions on the Website protected with up to 256-bit Secure Sockets Layer encryption and authentication services verifying that the certificate holder My Mobile controls the domain <http://www.trada.net>.
- 4.2.35 “Goods” means the things defined in CPA and includes anything for human consumption such as airtime, information, data, software or other intangible product written or encoded on any medium, such as a website or WAP site and / or, a licence to use such intangible product, including prepaid certificates, credits, Vouchers and similar devices in various Bearer Media;

- 4.2.36 "Item" for Auction means airtime.
- 4.2.37 "Intellectual Property" means the rights to copyright in any work in terms of the Copyright Act, 98 of 1978, to trade mark in terms of the Trade Marks Act, 194 of 1993, to design in terms of the Design Act 195 of 1993, to patents in terms of the Patents Act, 57 of 1978, including any applications for any of these and any names, licenses, know-how, trade secrets and data associated with the these and, rights to domain names;
- 4.2.38 "Legal Notices" means this Agreement together with the Rules of Auction and other notices published on the Website from time to time including, but not limited to the My Mobile Privacy Notice, Consumer Rights Protection Notice and Email Legal Notice;
- 4.2.39 "Log In Credentials" means two factor authentication achieved through the Bidder's Mobile Number and PIN;
- 4.2.40 "MSISDN" means Mobile Subscriber Integrated Services Digital Network Number, the telephone number of the SIM card in a mobile phone, used to identify the User of a mobile phone and which assists in achieving FICA and RICA User identity verification and authentication;
- 4.2.41 "My Mobile" means the Party mentioned in clause 1.1 above;
- 4.2.42 "My Mobile Business Affiliate" means any natural or juristic person that is connected with My Mobile and which includes but is not limited to an association, partnership aggregation service provider or other commercial or professional relationship that exists or may exist between My Mobile and third parties but excludes My Mobile ownership or control;
- 4.2.43 "My Mobile Business Names" means but is not limited to brand and trade names, logos and pay-off lines and includes but is not limited to "Trada";
- 4.2.44 "My Mobile Marks" means any trade marks, service marks, logos, Domain Names or other marks of My Mobile, whether registered or not;
- 4.2.45 "My Mobile Registration" means the process described in the Rules of Auction, in compliance with FICA and RICA and required in order to Bid;

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- 4.2.46 “My Mobile Service Offering” means but is not limited to the Auction Services conducted on the Website;
- 4.2.47 “Website” means the website owned and operated by My Mobile located at <http://www.trada.net>;
- 4.2.48 “NCA” means the National Credit Act, 34 of 2005;
- 4.2.49 “Password” means PIN;
- 4.2.50 “Payment Method” means the manner by which payment will be effected from the available options - PayPal, Mobile Phone, SMS or USSD;
- 4.2.51 “PIN” means Personal Identification Number being a secret numeric Password shared between a User and a system that can be used to authenticate the User to the system;
- 4.2.52 “PayPal” means <https://www.paypal.com>, the business allowing secure payments and money transfers to be made through the Internet;
- 4.2.53 “Parties” means My Mobile and You, and “Party” means either one of these as the context requires;
- 4.2.54 “Prize” means Winnings;
- 4.2.55 “Play for Fun” means the facility published on the Website and available without cost for Persons intending to Bid to have a reasonable time and opportunity to inspect the Goods and Services and to learn how the Auctions Services work;
- 4.2.56 “Person” means a natural person;
- 4.2.57 “Promotion” means Direct Marketing and includes Available Auctions;
- 4.2.58 “Record” means information created, received, and maintained as evidence and information in pursuance of legal obligations or in the transaction of business and includes the Bidders Record and Vendors Roll as per the Rules of Auction;
- 4.2.59 “Recharge” means awarding Winnings to a Winner through allocating prepaid airtime value via one of the Bearer Types or through a PayPal Voucher;

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- 4.2.60 “RICA” means the Regulation of Interception of Communications and Provision of Communication-related Information Act, 70 of 2002 and the RICA Amendment Act, 48 of 2008;
- 4.2.61 “RICA Registration” means the process of verifying the identity of a subscriber to a South African National Mobile Network Operator’s Service in terms of section 40 of RICA, in order to link the User to the mobile phone’s, MSISDN and SIM;
- 4.2.62 “Rules of Auction” means the document and information specified in section 21 of the Regulations to CPA, Regulation Gazette 9515;
- 4.2.63 “SIM” means Subscriber Identity Module and the integrated circuit that securely stores the international mobile subscriber identity key used to identify a subscriber or User on a mobile phone;
- 4.2.64 “SMS” means short message service. “Text” means SMS;
- 4.2.65 “Saying” means facts or quotations that are given by My Mobile to a User with every Bid made or, which can be purchased with Bids but without participating in an Auction;
- 4.2.66 “Signed” means a signature executed by hand with a pen and without any electronic process or intervention;
- 4.2.67 “South African Mobile Network Operator” means Vodacom, MTN and Cell C Add URLs]. “MNO” has the same meaning;
- 4.2.68 “Service” means the things defined in CPA and includes the provision of access to or right of access to information, intangible products, electronic communication infrastructure, event, activity or facility, including online Auction Services;
- 4.2.69 “Timer Auction” means an Auction where the clock counts down one second at a time. With each bid the auction price increases and a small amount of time is added to the clock in order to give other Bidders a chance to Bid and Win. When the clock reaches zero the current Bidder Wins.
- 4.2.70 “Uncontrollable Event” means fire, flood, earthquake, acts of nature or of God, riots, civil disorder, rebellions or revolutions in any country or any other cause

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- beyond the control of My Mobile including the disruption, suspension or termination of services provided by a third party or Smartcall to My Mobile and the Auction Services that may result in the Website and / or Auction Services not being available;
- 4.2.71 “User Account” means recognition by My Mobile of a User’s right to Bid and includes the Records held by My Mobile following a User’s My Mobile Registration and recording participation in the Auction Services, Winnings, Claims, date and time of Electronic Transactions, amounts paid out, Voucher numbers and related activities;
- 4.2.72 “User” means a Consumer of over eighteen (18) years of age, who has undergone RICA Registration, has a User Account with My Mobile and has accepted this Agreement and the Rules of Auction;
- 4.2.73 “Username” means the User’s Mobile Number;
- 4.2.74 “VAT” means Value Added Tax;
- 4.2.75 “Visitor” means a person accessing, viewing or browsing the Website;
- 4.2.76 “Vendors Roll” means the document contemplated in Regulation 28(4) of the Regulations under CPA;
- 4.2.77 “WAP Site” means a collection of web pages accessed through the Internet containing the Auction Services and using the Wireless Application Protocol to provide WAP browser or WAP Site functionality for small mobile devices through software applications;
- 4.2.78 “Website” means <http://www.trada.net>, a collection of web pages accessed through the Internet containing the Auction Services and includes an equivalent WAP Site;
- 4.2.79 “Win” means the award of Winnings to a Winning User.
- 4.2.80 “Winnings” means the Item for Auction corresponding to the published Auction that the User Bids on and is awarded in the form of prepaid airtime or an Airtime Voucher;
- 4.2.81 “Winning User” means the User who is awarded the Winnings;

4.2.82 "Writing" means a written document that excludes, either wholly or partly, any part of a data message as defined in ECT;

4.2.83 "You" means the party mentioned in 1.2 above; and

4.2.84 "ZAR" means South African Rands.

4.3 Any reference in this Agreement to:

4.3.1 A "clause" will, subject to any contradiction, be interpreted to mean a clause in this Agreement;

4.3.2 A "law" will be interpreted to include the South African common law, statute law, the 1996 Constitution, regulations or any other legislative measure; and

4.3.3 The interpretation provisions of this Agreement shall also apply to the Rules of Auction .

4.4 Unless inconsistent with the context, an expression which denotes:

4.4.1 Any one gender includes the other genders; and

4.4.2 The singular includes the plural and *vice versa*.

5. Applicability

5.1 This Website is made available for the purpose of Electronic Transactions to the public on a worldwide basis.

5.2 This Agreement applies to You, as a Visitor to or User of the Website, as You are afforded protection under South African law.

5.3 My Mobile grants You a limited licence to use this Website subject to the terms of this Agreement and the Rules of Auction.

6. Commencement, Availability and Termination

6.1 This Agreement will commence on the Acceptance Date and continue indefinitely until amended or terminated by My Mobile.

6.2 MY MOBILE RESERVES THE RIGHT TO CORRECT, AMEND AND REVISE THIS AGREEMENT AS AND WHEN NECESSARY IN THE SOLE AND ABSOLUTE

DISCRETION OF MY MOBILE. EACH TIME AN AMENDMENT IS MADE TO THIS AGREEMENT AND / OR THE RULES OF AUCTION, MY MOBILE WILL PLACE A PROMINENT NOTICE ON THE WEBSITE BRINGING THE AMENDMENT TO YOUR ATTENTION. WHERE MATERIAL AMENDMENTS AFFECT YOU, MY MOBILE WILL ALWAYS GIVE YOU 24 HOURS NOTICE PRIOR TO THE CHANGES TAKING EFFECT.

- 6.3 Subject to clause 6.2, the amended version of this Agreement and the Rules of Auction current when You visit or use the Website will be the version of the Agreement applicable between My Mobile and You and will govern the Electronic Transaction which took place at that time.
- 6.4 My Mobile reserves the right to change or to discontinue any aspect or feature of this Website at any time including, but not limited to content, availability and access requirements.
- 6.5 My Mobile will take reasonable steps to ensure that You have access to all archived versions of this Agreement, the Rules of Auction and other Records.

7. How the Auction Services Work

- 7.1 Before You Register and participate in any of the Available Auctions, You should use the Play for Fun facility to familiarise yourself with how the Auction Services work.
- 7.2 Registration
- 7.2.1 Prior to Bidding on the Auction Services You are required to undergo RICA Registration and My Mobile Registration.
- 7.2.2 After you register, My Mobile will create a User Account for You.
- 7.3 Purchasing Bids
- 7.3.1 When you have a User Account You will be invited to purchase Bids by choosing one or more of the Payment Methods.
- 7.3.2 Each Payment Method for the purchase of Bids involves a different Electronic Transaction. You will be required to confirm your choices through an opt-in process.
- 7.3.3 When You confirm your Electronic Transaction by opting-in, you are

purchasing Bids in the form of prepaid credits which are credited (delivered) to Your User Account, almost immediately.

7.3.4 The date on which My Mobile sends You this confirmation of each receipt of credits into your User Account will be the effective date of the Electronic Transaction.

7.3.5 Your receipt of this confirmation will be deemed the time and date of the Electronic Transaction.

7.3.6 Each time You wish to purchase Bids or participate in the Auction Services you will be required to log in with Your Username and Password.

7.4 Bidding and Winning

7.4.1 You can use Your Bids to participate in any of the Available Auctions on the Website.

7.4.2 Every time you Bid on an Item or purchase a Saying, the number of your Bids decreases, reducing the amount of prepaid credit in your User Account.

7.4.3 If you are the successful Bidder, You Win the Item that is up for Auction and the Winnings are credited to Your User Account.

7.4.4 As with the purchase of Bids, you will receive confirmation of your Winnings through a pop-up on the Website which will be the deemed time and date of delivery of the Goods and / or Services.

7.4.5 Winnings accumulated in Your User Account can be claimed in the form of airtime credited to your account with your MNO or in the form of new Bids that allow you to continue participating.

7.4.6 WINNINGS DELIVERED BY POST IN THE FORM OF VOUCHERS MAY NOT BE EXCHANGED OR SUBSTITUTED FOR CASH.

7.4.7 WINNINGS DELIVERED BY POST CAN ONLY BE SENT TO ADDRESSES IN THE REPUBLIC OF SOUTH AFRICA. IT IS THE USER'S RESPONSIBILITY TO PROVIDE THE CORRECT ADDRESS.

7.4.8 DUE TO THIRD PARTY DEPENDENCIES, MY MOBILE SHALL NOT BE LIABLE NOR PROVIDE ANY WARRANTY FOR THE SAFE DELIVERY OF

WINNINGS:

- 7.4.8.1 To physical addresses in South Africa.
- 7.4.8.2 Via Electronic Communications to Users' Mobile phones; or
- 7.4.8.3 For technical errors which cause incorrect recharging of prepaid airtime accounts, unless it can be proved that that My Mobile acted fraudulently or with gross negligence or misconduct.
- 7.5 **Conduct of Auctions**
- 7.5.1 Auction Types and Sayings are published on the Website on an on-going basis 24 x 7 x 365.
- 7.5.2 Auction Commencement and Auction End times vary for each Available Auction on an on-going basis. When one auction ends, another begins.
- 7.5.3 ALL BIDS PLACED ON AN ITEM AFTER AN AUCTION ENDS EXPIRE AND WILL NOT BE CREDITED BACK TO YOUR USER ACCOUNT.
- 7.6 **EXPIRED BIDS CANNOT BE REFUNDED. Closing Your User Account**
- 7.6.1 Subject to the terms of this Agreement, the Rules of Auction and My Mobile's legal duty to retain records You have the right to terminate Your User Account with My Mobile.
- 7.6.1.1 To close your User Account, You must request go to on www.trada.net.
- 8. Time, Place and Validity of Electronic Transactions**
- 8.1 In accordance with ECT, Data Messages are deemed received only when receipt is confirmed by a response from one or more of the Bearer Media, by publication on the Website and User Accounts or by email. Data Messages are deemed sent as and when reflected in My Mobile's server logs.
- 8.2 Data Messages are deemed as having been sent from and received at My Mobile's usual place of business and as having been sent from and received at Your usual place of residence respectively.
- 8.3 A data message sent from Your Mobile Number will be deemed as having been sent

by You personally or a person who had authority to act on Your behalf.

8.4 ALL EVENTS BASED ON TIME INCLUDING, BUT NOT LIMITED TO, THE DETERMINATION OF THE WINNING USER ARE BASED ON THE RECORDS IN MY MOBILE'S DATABASE AND ON MY MOBILE'S CLOCKS. MY MOBILE'S DECISION REGARDING TIMING AND WINNERS IS FINAL AND IS NOT SUBJECT TO DISPUTE.

9. Returns Policy

9.1 Your Right to Cool-off

9.1.1 You may cancel an Electronic Transaction resulting from any Direct Marketing without reason or penalty within five (5) Business Days after the Electronic Transaction was (i) concluded or (ii) after the Goods or Services were delivered to You. In most cases, these two dates will be the same because My Mobile's Auction Services occur in real time. In certain cases, such as the delivery of PayPal Vouchers, the dates may differ and will need to be determined on a case-by-case basis.

9.1.2 To cancel an Electronic Transaction, you must:

9.1.2.1 Address an email to: help@smartcalltech.co.za

9.1.2.2 The notice of cancellation must contain the following information:
Cellphone number

9.1.3 My Mobile will refund any payment received from You in terms of the transaction within fifteen (15) Business Days after receiving notice of the cancellation.

9.1.4 My Mobile will not levy an administration fee for processing Your right to cancel an Electronic Transaction in terms of clause 9.1.

9.2 Unused PayPal Bids

9.2.1 Unused Bids purchased though PayPal may be refunded after the five (5) day cooling-off period has ended.

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- 9.2.1.1 All requests for a PayPal Bid refund must be submitted via email to support@trada.net.
- 9.2.1.2 An administration fee of fifty South African Rand (ZAR 50) will be levied to process each refund request.
- 9.2.1.3 PayPal refunds will only be deposited into the account from which the payment was made.

10. Privacy Policy

- 10.1 All confidential and personally identifiable information obtained from or about You will be maintained and secured in accordance with My Mobile's Privacy Policy, available at www.smartcalltech.co.za

11. Security and Acceptable Use of the Website, Email and Bearer Media

- 11.1 The Website includes functionality that enables communication between You and My Mobile by email and other communication technologies and which facilitates Your participation in the Auction Services via the Bearer Media.
- 11.2 The Auction Services include a secure payment gateway provided by PayPal and secured by GoDaddy with technologies appropriate to online financial transactions including, but not limited to, 256-bit Secure Sockets Layer (SSL) encryption and authentication services verifying that My Mobile controls the Website.
- 11.3 The Auction Services employ GSM, the most popular standard for mobile phones and mobile security in the world.
- 11.4 YOU SHOULD NEVERTHELESS BE AWARE THAT EVEN THOUGH MY MOBILE EMPLOYS TECHNOLOGIES AND PAYMENT SYSTEMS THAT ARE SUFFICIENTLY SECURE WITH REFERENCE TO INTERNATIONAL STANDARDS, SSL AND GSM ARE INHERENTLY INSECURE. YOU, AS THE USER, ARE REQUIRED TO ACTIVELY PROTECT YOUR OWN SECURITY AND THAT OF THE AUCTION SERVICES.
- 11.5 You hereby agree to generally acceptable website, email and mobile technology etiquette. In this regard you will be deemed to have read the My Mobile Email Legal

Notice and other Legal Notices published on the Website and incorporated into this Agreement by reference.

- 11.6 You hereby agree to further acquaint yourself with the risks associated with the use of Internet, mobile technologies and the Bearer Media and to abide by generally acceptable security standards. My Mobile has provided guidelines that are available at www.smartcalltech.co.za; www.trada.net, but YOU, AS THE USER, NEED TO BE AWARE THAT THE SECURITY OF YOUR COMMUNICATIONS CANNOT BE GUARANTEED.
- 11.7 My Mobile is committed to complying with legislation and ensuring the availability of its Website and related functionality to the public at large. The acceptable use provisions of this Agreement seek to support these objectives. As such, You agree not to use the Website and / or My Mobile's Auction Services in a manner that:
- 11.7.1 Is unlawful, incites criminal acts, is harmful or interferes with the confidentiality, integrity and availability of My Mobile's systems and networks or those of third party service providers;
 - 11.7.2 Interferes with the use or enjoyment of other Persons' access to or use of the Website, email and / or Bearer Media functionality;
 - 11.7.3 Infringes Intellectual Property rights;
 - 11.7.4 Results in the publication of threatening or offensive material that is disrespectful of the rights of others;
 - 11.7.5 Results in unsolicited communications (spam);
 - 11.7.6 Introduces unwanted scripts, bots, backdoors or any kind of security risk;
 - 11.7.7 Leads to a compromise of Your User Name or Password;
 - 11.7.8 Constitutes any form of social engineering; or
 - 11.7.9 Is a violation of privacy.
- 11.8 YOU REMAIN PERSONALLY LIABLE FOR THE CONSEQUENCES OF CONTRAVENTION OF THESE SECURITY PROVISIONS AND / OR FAILURE TO COMPLY WITH LAW.

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- 11.9 My Mobile reserves the right to restrict or to refuse access to Users whose behaviour repeatedly disrupts the Auction Services, who either act unlawfully in contravention this Agreement and the Rules of Auction or who fail to meet reasonable security standards appropriate to the circumstances.
- 11.10 My Mobile reserves the right to disable, block or close the User Account of any User at any time and without having to give reasons or explanations for doing so.
- 11.11 IF YOU, AS THE USER, ARE FOUND TO HAVE CONTRAVENED THE SECURITY AND ACCEPTABLE USE PROVISIONS OF THIS AGREEMENT, THE TERMS AND CONDITIONS, RULES OF AUCTION OR ANY RELEVANT REGULATORY REQUIREMENTS YOU WILL FORFEIT YOUR WINNINGS OR ANY FUNDS DUE TO YOU.
- 11.12 Should You become aware of any unacceptable use of the Website, Auction Services, email and / or Bearer Media functionality, please contact support@trada.net
- 11.13 Should Your mobile phone and /or SIM card be lost or stolen, please report this to the relevant authorities such as the police and Your MNO.
- 12. Dormant and Inactive User Accounts**
- 12.1 MY MOBILE RESERVES THE RIGHT TO CHARGE AN ADMINISTRATION FEE ON DORMANT AND INACTIVE ACCOUNTS. THE CHARGE WILL BE IN THE FORM OF FIVE (5) BIDS PER MONTH TO REDUCE THE USER'S BID BALANCE.
- 12.2 MY MOBILE RESERVES THE RIGHT TO REMOVE AND DELETE ANY USER ACCOUNT ON WHICH THE BID BALANCE HAS BEEN ZERO (0) FOR A PERIOD OF THREE (3) MONTHS OR LONGER.
- 13. English Language**
- 13.1 THE AUCTION SERVICES ARE CURRENTLY CONDUCTED ONLY IN ENGLISH.
- 13.2 IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU PROPERLY UNDERSTAND THIS AGREEMENT, THE RULES OF AUCTION AND THE LEGAL NOTICES.
- 13.3 Neither My Mobile nor its personnel, consultants, advisers, partners or affiliates shall be liable for losses or claims arising from Your inability to understand English.

14. Intellectual Property

- 14.1 The Website comprises Intellectual Property. This may include, but not be limited to My Mobile Business Names, My Mobile Marks, domain names, copyright, trade marks, designs and patents protected under South African law and international treaties. Unless otherwise indicated My Mobile reserves all rights in and to the Intellectual Property owned by or licensed to My Mobile.
- 14.2 You may make a temporary copy of part of or the entire contents of the website on Your computer or mobile device for the purpose of viewing it. You may print limited hard copy versions for personal use provided that any copyright, trade mark or other intellectual property notices are not removed and the material is appropriately attributed to My Mobile. Subject to the limited license granted to You by My Mobile, You may not in any form or by any means, without the prior written consent of My Mobile:
- 14.2.1 Commercially exploit reproduce, distribute, display, transmit, publish or broadcast any Website content;
 - 14.2.2 Claim ownership of all or any part of the Website content;
 - 14.2.3 Modify or repost the Website content;
 - 14.2.4 Create a link to the Website from another website; or
 - 14.2.5 Copy, incorporate, store, frame or embed all or any part of the
 - 14.2.6 Website content on another Website or retrieval system.
- 14.3 My Mobile Business Names and Marks referenced on the Website are the registered or unregistered Intellectual Property of My Mobile. Any unauthorised use of these assets is strictly forbidden.
- 14.4 Third party Intellectual Property assets, including but not limited to, patents, names, goods and services referenced on the Website are the Intellectual Property of the respective third parties. Any unauthorised use of these assets is strictly forbidden.

15. Information and Record Retention

- 15.1 My Mobile is committed to complying with legal, business and evidential requirements for information and Record retention.

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- 15.2 My Mobile will use reasonable endeavours to ensure the security including, but not limited to, the confidentiality, integrity and availability of any information that You submit to My Mobile. Notwithstanding the above it is Your responsibility to keep records and backups of Your information and to ensure appropriate levels of security.
- 15.3 In certain circumstances, such as where law or consumer protection organisations require it, My Mobile is under an obligation to provide information to third parties. Any personal information you provide will be processed in line with the My Mobile Privacy Notice published on the Website as a Legal Notice. www.smartcalltech.co.za
- 15.4 Records, including, but not limited to, the Bidders Record and Vendors Roll relating to the Auction Services are retained in compliance with the CPA and CPA Regulations. These are either published on the Website or available on request.
- 16. Access to Information**
- 16.1 To request a Record please email support@trada.net or access the My Mobile Promotion of Access to Information Manual available on the Website.
- 17. NCA**
- 17.1 Although this Agreement is not a credit agreement as contemplated in the NCA, the process of purchasing Bids may require credit referencing.
- 18. FICA, RICA and CPA**
- 18.1 For the purposes of section 26(2) of the CPA Regulations that require compliance with FICA in identifying a User, this requirement shall be deemed to have been met through the equivalent RICA process. The equivalent process deemed necessary to suit the electronic platform of the Auction Services.
- 19. Pricing of Services**
- 19.1 All advertised prices include VAT.
- 19.2 All Promotions for Goods and Services include the full retail price of the Goods and Service. There are no hidden costs. No additional bearer costs are associated with downloading, browsing or receiving the Goods and / or Services.
- 20. Monitoring, Interception and Access to Information**

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- 20.1 To comply with law and in line with international standards and best practice relating to the use of information technology in its business, My Mobile monitors and intercepts live communications such as Bearer Media, email and website activity in compliance with RICA.
- 20.2 Subject to the provisions of ECT, South African and international privacy principles, My Mobile will, where necessary, and, if required by law, access static information created, received, communicated and stored by My Mobile as part of its business.
- 20.3 Subject to the provisions of RICA and ECT, You agree to the monitoring, interception and access to information relating to the use of the Website and Auction Services.

21. Governing Law

- 21.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

22. Communication

- 22.1 You agree that My Mobile may from time to time communicate with you by SMS, email and other means in respect of, but not limited, to the My Mobile Service Offerings, which include both Goods and Services as defined in CPA.
- 22.2 You will always have the choice to:
- 22.2.1 Inform us in writing that you do not wish to continue receiving communications;
or
- 22.2.2 Block any communications by registering on the DNC Registry as contemplated in CPA.

23. Complaints

- 23.1 YOU AGREE TO INITIALLY SUBMIT ALL COMPLAINTS RELATING TO THIS AGREEMENT, THE RULES OF AUCTION, THE AUCTION SERVICES AND LEGAL NOTICES TO MY MOBILE IN ORDER TO AFFORD US AN OPPORTUNITY TO RESOLVE THE COMPLAINT BEFORE YOU PROCEED TO ANY RELEVANT AUTHORITY.
- 23.1.1 In this regard, please direct all complaints to support@trada.net

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- 23.2 For more information on the complaints process, please see the Consumer Protection Rights Notice. [www.smartcalltech.co.za]

24. Enquiries

- 24.1 All enquiries must be made by email to support@trada.net
- 24.2 Depending on the nature of the enquiry My Mobile will endeavour to deal with enquiries within forty eight (48) hours of receiving them. My Mobile does not, however, warrant that enquiries will be responded to within this timeframe.

25. Alternative Dispute Resolution

- 25.1 SUBJECT TO CLAUSE 23 IN RESPECT OF COMPLAINTS AND WITHOUT RESTRICTION OF YOUR RIGHTS TO APPROACH A COMPETENT COURT OR FORUM OF YOUR CHOICE IN TERMS OF A DISPUTE, YOU AGREE TO CONFIDENTIAL ARBITRATION PRIOR TO PROCEEDING TO COURT OR ANY OTHER SUCH FORUM.
- 25.2 YOU AGREE THAT ANY DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH THE RULES OF THE AFSA BY AN ARBITRATOR OR ARBITRATORS APPOINTED BY THE FOUNDATION AND THAT SUCH PROCEEDINGS SHALL BE HELD IN JOHANNESBURG IN ENGLISH.
- 25.3 YOU EXPRESSLY ACKNOWLEDGE THAT THE ARBITRATION PROCEEDING AGREED TO IN CLAUSE 25.1 AND 25.2 PREVENT YOU FROM ENTERING INTO A CLASS ACTION LAWSUIT AGAINST MY MOBILE AND / OR A MY MOBILE BUSINESS AFFILIATE IN RESPECT OF ANY DISPUTE ARISING FROM THIS AGREEMENT, THE RULES OF AUCTION, THE AUCTION SERVICES AND LEGAL NOTICES.
- 25.4 Nothing herein shall preclude either Party from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

26. Enforceability

- 26.1 Subject to the provisions relating to incorporation by reference under section 11 of ECT, this Agreement constitutes the entire agreement between My Mobile and You with regard to the subject matter thereof and no addition to, variation, modification or

consensual cancellation of this Agreement shall be of any force or effect unless recorded in a written document and signed by or on behalf of the duly authorised representatives of the Parties.

- 26.2 Any data message, as defined in ECT, or a copy, printout or extract of such a message signed by an authorised My Mobile officer will be absolute proof of the contents of the copy, printout or extract of such a message.
- 26.3 Failure or delay on the part of any Party in exercising a right in terms of this Agreement shall not be deemed as a waiver of rights. Neither shall any single or partial exercising of a right prevent further exercising thereof, nor the exercising of any other right.
- 26.4 Should any clause or term of this Agreement be invalid, unenforceable or illegal, the remaining terms and provisions of this Agreement shall be deemed capable of being separated from them and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

27. Limitation of Liability

- 27.1 TO THE FULLEST EXTENT PERMITTED IN LAW, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT USE OF THIS WEBSITE AND THE AUCTION SERVICES IS AT YOUR SOLE DISCRETION AND RISK.
- 27.2 Direct damages limited
- 27.2.1 My Mobile's liability to You for direct damages arising from this Agreement will be limited to five thousand South African Rand (ZAR 5,000).
- 27.3 Indirect damages excluded
- 27.3.1 Neither You nor My Mobile will be liable for any indirect, incidental, special or consequential damages or losses arising from this Agreement.
- 27.4 Exclusions
- 27.4.1 The limitation of liability provided for above will not apply to proprietary rights, confidential information or damages if a party is found to have acted fraudulently or with gross negligence or misconduct.

28. Uncontrollable Events

28.1 MY MOBILE SHALL NOT BE HELD RESPONSIBLE FOR ANY UNCONTROLLABLE EVENTS NOR FOR OUTAGES ON ITS SYSTEMS, THE INTERNET OR ANY MOBILE SITES.

28.2 ANY AUCTIONS OR BIDS LOST OR PERCEIVED TO BE LOST DUE TO THESE OUTAGES WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES.

28.3 My Mobile provides no guarantee for nor warrants the constant and uninterrupted availability of its Website and technical systems.

29. Links to external Third Party Websites

29.1 My Mobile may provide links from the Website to external third party websites. Any such link is provided for Your use and convenience and does not constitute an endorsement, recommendation or certification by My Mobile of the external link. Likewise, the presence of links should not in any way be construed as a suggestion that the external link has a relationship with My Mobile. My Mobile is not responsible for the content or practices of any such website accessed from the Website through these external links.

30. No Warranty

30.1 This Website has not been customised for any specific industry or individual need and is provided to the public as a whole with the result that the information is provided without warranty of any kind, expressed or implied, including, but not limited to, warranties of reliability, fitness for purpose, timeliness, accuracy, completeness or non-infringement of third party rights.

30.2 The availability of the Website and Auction Services are dependent upon numerous third parties and service providers. My Mobile will endeavour to take all reasonable care to ensure the accuracy of information and the availability of the Website, but makes no representations, warranties or guarantees. As such, the Website is provided on an "as is" and "as available" basis.

31. Indemnity

31.1 MY MOBILE WILL NOT BE LIABLE FOR ANY ACT OR OMISSION OF A THIRD PARTY.

32. Skill, Diligence and Care

- 32.1 My Mobile will exercise reasonable skill, due diligence and care as may reasonably be expected from a similar website and electronic Internet auction service provider.

33. ECT Required Information**My Mobile Limited**

Name	My Mobile Limited
Legal status	Privately held company
Physical address and the address for receipt of legal service of documents	Charter Place 23 / 27 Seaton Place St Helier Jersey JE1 1JY
Postal address	Charter Place 23 / 27 Seaton Place St Helier Jersey JE1 1JY
Phone numbers	+44 (0)1524 835 835
Facsimile number	+44 (0)1534 835 888
Website address	http://www.trada.net
Email address	enquiries@UVLtrading.com
Company registration number	1346104
VAT registration number	4780246692
Place of registration	Jersey
Directors and office bearers	Richard Michael Kearsney

 Brian Hamilton Morris

Membership of self-regulatory / accreditation bodies	http://www.waspa.org.za http://www.dmasa.org
Codes of conduct subscribed to	http://www.waspa.org.za/code/waspa_coc_11.0.pdf http://www.dmasa.org/dmasa/dma_load.php?str=1/10/17
URL to code of conduct	http://www.waspa.org.za/code/waspa_coc_11.0.pdf
Full price of goods and services	http://www.trada.net
Manner of payment	EEB, LBB, credit cards
Terms of agreement and URL to access terms	http://www.trada.net
Times for dispatch of goods and performance of services	http://www.trada.net
Manner and period to access transaction records	http://www.trada.net
Return and refund policy	http://www.trada.net
Alternative dispute resolution code subscribed to	http://www.waspa.org.za
Access to alternative dispute resolution code	http://www.waspa.org.za/code/waspa_coc_11.0.pdf
Security procedures and privacy policy	http://www.trada.net
Minimum duration of agreements	NA
Cooling-off rights	5 business days http://www.trada.net