



# Membership Terms and Conditions

These T&C's are effective as of: 01 October 2016 ("Effective Date")

FURNITURESPOT



## 1 What are these Terms and Conditions

These are the rules that govern your relationship with FurnitureSpot and the other members of the FurnitureSpot community and your use of the FurnitureSpot Platform. Whether you're signing up as a Buyer or a Maker (or both) by clicking the "I Accept" button, you agree to be bound by these rules in all your dealings with FurnitureSpot and the other members of the Community. If you don't agree, or if you are not eligible to become a member (for example, if you're under 18 years of age) do not click "I Accept" and do not use the FurnitureSpot Platform.

Please read these terms and conditions carefully. If you have any questions or wish to clarify any matters, please contact our team at [hello@furniturespot.co.za](mailto:hello@furniturespot.co.za).

Some of the terms that we use in these terms and conditions are intended to have specific meanings. Those terms and their meanings, together with the rules relating to the interpretation or reading of these terms and conditions, are set out in clause 29 below.

## 2 What other documents are relevant

Please read our Privacy Policy which sets out how we collect, use, and store information about our members. The Privacy Policy also governs your visit to [www.furniturespot.co.za](http://www.furniturespot.co.za) and is incorporated by reference into these terms and conditions. In the event of any conflict between the Privacy Policy and these Membership Terms and Conditions - and assuming that there isn't a way to read those documents that is consistent - these membership terms and conditions will take precedence.

Members who wish to participate in the FurnitureSpot Community as Makers will be required to complete an application form. When their application is accepted, the terms and conditions included in the application form, together with any special conditions imposed by FurnitureSpot, will form part of their agreement with FurnitureSpot (the "Makers Agreement"). To the extent of any inconsistency between those terms and conditions and these membership terms and conditions, the Makers Agreement, the Makers Agreement will take precedence.

Together, these documents form your entire agreement with FurnitureSpot

## 3 What is FurnitureSpot and the FurnitureSpot Community?

FurnitureSpot is a service that provides Makers and Buyers with opportunities to meet - so that Makers can make their custom goods and services available to Buyers, and Buyers can order and purchase them - or commission bespoke products.

FurnitureSpot provides the FurnitureSpot Services, so that Buyers can be confident that Makers will only receive payment when a Project is completed and, if appropriate, milestones payments will be made on completion of project milestones and Makers can be confident that they will receive agreed payments in full.

Members of the FurnitureSpot Community can post information about the goods and services they wish to sell or purchase and, where Makers and Buyers find each other and decide that they want to



work together, FurnitureSpot provides a platform for managing the contract between them and ensuring that Makers receive their payments, and Buyers are supplied with the products that they ordered.

#### 4 What is FurnitureSpot's role?

FurnitureSpot:

- provides the FurnitureSpot Platform (including functionality that allows Makers to promote their goods and services and to pitch for Projects and Buyers to seek proposals from Makers to complete Projects, as well as a private communications platform for Buyers and Makers to coordinate and manage their Projects;
- screens Makers prior to approving them as Makers on the FurnitureSpot Platform in order to verify the accuracy of their Maker Profiles;
- provides a payment management service which gives Makers the confidence that they will be paid for the work that they agree to do and Buyers confidence that the work will be delivered prior to payment being released to a Maker;

#### 5 About Projects

Buyers can search, screen and request information from Makers via the FurnitureSpot Platform consistent with these terms and conditions.

Makers are free to decline Projects at their discretion.

Makers may only accept Projects that do not represent a conflict of interest, that they are qualified to undertake, and in relation to an area in which they have skills and experience.

Buyers must clearly articulate the intended use of any product or service which is created pursuant to a Project Brief. This is because Makers are required, under both the Project Agreement and relevant law, to guarantee that the goods or services they provide will be fit for the specific purpose for which they are provided. If the Maker is not aware of the purpose, they cannot give this guarantee.

##### 5.1 Project Agreements

Prior to a Maker commencing any work, the Maker and the Buyer will enter into a Project Agreement.

Makers are expected to adhere to an agreed schedule for the production of the goods or services, which will be set out in the Project Agreement. Buyers understand that the more unique or complex a Project is, the greater the risk that there may be delays or changes along the way. They also acknowledge that a Maker's capacity to deliver may be impacted by other Projects that they are working on, availability of supplies, weather events etc. Makers are expected to continuously update Buyers on delays as and when the delay is comes to light or is expected.

Makers must not assign any Project Agreement to any other person or firm, whether employee of the Maker or not, without the prior written permission of both FurnitureSpot and the Buyer.

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## 5.2 Managing projects

You must log in to the Furniturespot Platform to manage all Projects and to maintain an electronic record of all communications between Makers and Buyers in relation to each Project Agreement.

Information that is recorded about each Project Agreement is held in a logically separate area of the Furniturespot Platform and only be available to the Buyers and Makers who are parties to the Project Agreement.

Specifically, but without limitation, all clarifications and agreements around scope, features, descriptions, deliverables, milestones, time frames, price, materials, requests for changes or revisions, measurements, colours, quantities, anticipated use or any other matter relevant to the Potential Project, Brief or Project Agreement must be recorded in on the Furniturespot Platform.

We strongly recommend that you maintain a record of all communications. Accordingly, if Makers and Buyers meet in person, a record of the meeting should be posted to the Furniturespot Platform, as should copies of any text messages and notes of any phone conversations.

If there is a dispute, the records maintained on the Furniturespot Platform including the Project Brief, any proposals, all correspondence including all descriptions, features, messages, and any communications will serve as the record for resolution of the dispute. A COMMUNICATION THAT IS NOT SAVED IN OR COPIED TO THE FURNITURESPOT PLATFORM CANNOT BE SUBMITTED AS EVIDENCE IN THE APPLICABLE DISPUTE RESOLUTION PROCESS AFTER A DISPUTE IS REPORTED.

## 5.3 Makers are independent contractors

Any Projects undertaken through the Furniturespot Platform shall be performed by a Maker as an independent contractor. Makers are not and shall not be deemed to be employees or agents of Furniturespot or any Buyer and are not entitled to any benefits provided to their employees. Furniturespot will not make deductions from any of the payments due to Makers for income tax, superannuation or any similar purposes.

## 6 What obligations do Makers have?

Furniturespot requires that Makers act with the utmost professionalism, honesty and courtesy in all their dealings with Furniturespot and with other members of the Furniturespot Community. This guiding principle underpins the Furniturespot Community and Furniturespot reserves the right to terminate any Maker's membership of the Furniturespot Community if they fail to meet these guiding standards.



## 6.1 Makers must have the rights to perform the services that they offer

By offering goods or services on the Furniturespot Platform, Makers represent and warrant for the benefit of Furniturespot and any Buyer who seeks to enter into a Project Agreement with them that:

- they have the qualifications, skills and experience outlined in their Profile and in any communications to the Buyer;
- they will not be in breach of any contract with, or other right held by, any third party - for example (but not limited to) any past or present employer, the person who originally created or designed the product or service, the owner of any intellectual property, any supplier or other interested party;
- all their written communications relating to Projects, transactions, or potential transactions between Buyer and/or any other User must be conducted through the Furniture Platform. All such communications must be in English and may not contain any requests to circumvent the Furniture Platform. Maker shall immediately notify Furniturespot if another User communicates in writing with Maker other than through the Furniture Platform. When engaged in communications concerning Projects, transactions, or potential transactions with other Users, Makers shall regularly review and respond promptly to communications from such Users;
- Makers shall regularly review and respond promptly to communications from such Users;
- they will not provide any false or misleading information;
- that the goods and services that they provide will have the features described and will be capable of use in the ways described and anticipated;
- that the goods and services they offer will comply with the requirements of any applicable laws, standards, regulations or codes;
- that the goods and services they offer will be safe;
- that they comply with all relevant laws, standards, regulations and codes in the making of goods or the provision of services, including but not limited those relating to the employment of staff, occupational health and safety, the payment of taxes, the importation of goods etc.;
- that they are solely responsible for delivery. Furniturespot strongly recommends that insurance is obtained whenever a Work Product is to be transported. As soon as the Work Product is ready for transport, the Maker will notify Buyer. As soon as the Buyer has received the Work Product and the Work Product meets desired standards (including but not limited to, measurements, colour, no damage) the Buyer notifies Furniturespot. Accordingly, every week on a Friday Furniturespot transfers the amount to be paid to a Maker.

## 6.2 What promises must Makers make about the material that they upload to the Furniturespot Platform?

In addition to, and without limiting anything else in these terms and conditions:

- Makers agree that all information and content that they post, including but not limited to information that they post in response to a request from Buyers (including but not limited to those seeking expressions of interest to undertake a Project) will be true, accurate and complete in all material respects. Makers must update the information that they post whenever it changes, and must use their best judgment when posting information, remarks or other content regarding other members of the Furniturespot Community, Furniturespot, any suppliers or customers, or any third party.



- Makers acknowledge that they may be held legally responsible for damage suffered by other members of the Furniturespot Community, Furniturespot, or any third party as a result of any defamatory or libellous comments, remarks, information or content that is uploaded by them, or for any breach of any person's intellectual property rights.

### 6.3 The Maker must ensure that there are no conflicts of interest

Makers represent and warrant for the benefit of Furniturespot and any Buyer that they enter into a Project Agreement that:

- they will not be breaching any express or implied agreement with any third party (including, but not limited to, any supplier or employer) by entering into the Project Agreement; and
- entering into the Project Agreement will not result in the Maker being subject to any conflict of interest.

## 7 What obligations do Buyers have?

Furniturespot requires that Buyers act with the utmost professionalism, honesty and courtesy in all their dealings with Furniturespot and with other members of the Furniturespot Community. This guiding principle underpins the Furniturespot Community and Furniturespot reserves the right to terminate any Buyer's membership of the Furniturespot Community if they fail to meet these guiding standards

### 7.1 Buyers Posting information and content

In addition to, and without limiting anything else in these terms and conditions:

- Buyers agree that all information and content that they post, including but not limited to information that they post in relation to a (potential) Project will be true, accurate and complete in all material respects and not infringe any other person's intellectual property rights. Buyers must update the information that they post whenever it changes, and must use their best judgment when posting information, remarks or other content regarding other members of the Furniturespot Community, Furniturespot, any suppliers or customers, or any third party.
- Buyers agree that all their written communications relating to Projects, transactions, or potential transactions between Maker and/or any other User must be conducted through the Furniture Platform. All such communications must be in English and may not contain any requests to circumvent the Furniture Platform. Buyer shall immediately notify Furniturespot if another User communicates in writing with Buyer other than through the Furniture Platform. When engaged in communications concerning Projects, transactions, or potential transactions with other Users,
- Buyers shall regularly review and respond promptly to communications from such Users. Buyers acknowledge that they may be held legally responsible for damage suffered by other members of the Furniturespot Community, Furniturespot, or any third party as a result of any defamatory or libellous comments, remarks, information or content that is uploaded by them, or for any breach of any person's intellectual property rights.

### 7.2 Buyers must make the payments they promise to make

When a Buyer enters into a Project Agreement they are entering into a binding Agreement to pay a Maker for the work that the Maker agrees to do for them.

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All payments for Projects must be made using the Furniturespot payment processes. If Buyer becomes responsible under this Agreement to make any payments to Furniturespot and fails to pay such amounts when due, no Work Product will be produced.

## 8 Playing fair

### 8.1 Projects initiated on the Furniturespot Platform must be transacted on the Furniturespot Platform

Unless Furniturespot has otherwise agreed in writing, if a Buyer has initiated a Potential Project or Project Brief on the Furniturespot Platform and that Potential Project (or some future iteration of it) is undertaken by a Maker, it must be undertaken as a Project Agreement using the Furniturespot Platform. This is the case even if the Maker and Buyer involved already had a commercial relationship or were already known to each other.

### 8.2 Don't circumvent our Payment Process

You agree not to circumvent the payment methods offered by the Furniturespot Platform. Without limitation (and as an example only) this means that:

- Users must not initiate Briefs, Potential Projects or seek or solicit proposals from Buyers or Makers identified through the Furniturespot Platform to undertake transactions outside the Furniturespot Platform;
- Discuss, request, propose or enter into any arrangement that involves an invoice or payment amount lower than that actually agreed between Buyer or Maker for a Project Agreement;

You agree to notify Furniturespot immediately if another person improperly contacts you or suggests undertaking Projects or making or receiving payments outside of the Furniturespot Platform.

### 8.3 What happens if you breach this clause

Failure to comply with this clause 8 will entitle Furniturespot to terminate your membership of the Furniturespot Community. We may also seek to recover any Service Fees, as defined in clause 11.1 below, that a Maker would have paid us if this clause had not been breached. Users recognise, agree and acknowledge that this clause to be reasonable in every respect. Further, Furniturespot need not suffer or prove any demonstrated loss before enforcing the rights under this paragraph.

## 9 How do Buyers pay and is it secure?

PayU is the payment gateway Furniturespot uses. PayU enables Furniturespot the right tools to safely accept payments online. Payments to Furniturespot will be safe and secure. PayU protects Buyer's transactions with their robust double firewall, SSL encryption, 3D Secure, and fraud detection. No credit card details are stored on the website. A Buyer can choose from multiple payment methods to make a safe and secure payment via the Furniture platform. Moreover, the website of Furniturespot uses a special protocol to access a secure Web server (HTTPS). This means a session is managed by a security protocol, which is typically SSL, and the transmission is encrypted to and from the Web server.



## 10 How do Makers get paid?

When a Buyer places an order or when a Maker and a Buyer enter into a Project Agreement they will agree a price for the Project. The Buyer is required to make full payment to FurnitureSpot and FurnitureSpot will confirm receipt of that payment prior to the Maker commencing work on the project. As soon as the Work Product is ready for transport, Maker will notify Buyer. As soon as Buyer has received Work Product and Work Product meets desired standards (including but not limited to, measurements, colour, no damage) the Buyer notifies FurnitureSpot. Accordingly, every week on Friday FurnitureSpot transfers the amount to be paid to Maker minus the FurnitureSpot commission. Our commission rate is 15% + 5% payment processing fees on all products/services sold through our platform. We don't charge a commission on the delivery fee.

FurnitureSpot will notify the Maker on receipt of Buyer payments and the Maker shall be entitled to cease or suspend work on a Project in the event that any payment is not been made or has been delayed.

Buyers should let the Maker and the FurnitureSpot team know promptly if your expectations aren't being met. Makers are responsible for ensuring that Buyer's expectations are met.

FurnitureSpot will collect payments on acting as an Agent on behalf of the Makers, hold them on behalf of the Buyers and release the payments in accordance with the Project Agreements.

## 11 How does FurnitureSpot get paid?

### 11.1 Service Fee

When a Buyer enters into a Project Agreement with a Maker to acquire goods or services from the Maker, the Buyer must make a payment to the Maker using the FurnitureSpot payment process. FurnitureSpot will deduct its Service Fee from that payment which the Maker agrees to pay FurnitureSpot for creating, hosting, maintaining and providing the FurnitureSpot Platform and FurnitureSpot Services, and hold the balance for release to the Maker in accordance with the Project Agreement.

## 12 Our return and refund policy

FurnitureSpot does not have a return policy on custom made orders. In case the Work Product did not meet the agreed standard (including but not limited to, incorrect measurements, colour, and damage) it is the responsibility of the Maker to solve the issue. Always notify FurnitureSpot. Maker pays for delivery when Work Product returns. We are not responsible for any delivery or handling charges for products or for damage or risk of loss in the products at any time.



### 13 How can Buyers and Makers share their experiences with other members of the Community?

Furniturespot provides a feedback and ratings system that is designed to assist the Furniturespot Community. Furniturespot encourages all Users to leave objective balanced feedback about Users with whom they have transacted.

By establishing an Account you acknowledge and agree that the Furniturespot Platform may contain public feedback from Users whom transact on the Furniturespot Platform whether as a Buyer or as a Maker. You acknowledge that feedback results in respect of your Account may consist of comments and ratings left by other Users and that Furniturespot may calculate a composite feedback number based on these individual ratings.

Makers agree to be rated by Buyers with whom they have transacted in connection with the preparation of Project Briefs and Project Agreements and the execution of Projects along several criteria, as determined by Furniturespot from time to time.

Buyers agree to be rated by Makers with whom they have had dealings in connection with the preparation of quotations or responses to Project Briefs and Potential Projects, the preparation of Project Briefs and Project Agreements, and the execution of Projects along several criteria, as determined by Furniturespot from time to time.

Furniturespot provides a feedback and rating system as a means through which Users can express their opinions publicly, and Furniturespot does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to Furniturespot's attention. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if a court or other appropriate forum, finds that your remarks are legally actionable or defamatory. To the maximum extent allowed by law, Furniturespot disclaims any legal responsibility for any feedback or comments posted or made available on the Furniturespot Platform by any Users, even if that information is defamatory or otherwise legally actionable.

### 14 The Lawyers made us do it!

The following sections of these terms and conditions are important. Whilst all of the terms and conditions are binding on all Users of the Furniturespot Platform, as a general rule the provisions above focus on how the Furniturespot Platform operates and the rights and benefits that Users have, where the following provisions set out who is eligible to be a member of the Furniturespot Community and the obligations that Users of the Furniturespot Platform have in relation to intellectual property, user information, personal information, the use and publication of content on the platform, the termination of your relationship with Furniturespot and other important matters.

#### 14.1 Joint and several liability



Except as otherwise set out in this agreement, a reference to any party to this agreement, where that party is made up of more than one person, includes each of them jointly with each other person to whom the reference applies and each of them individually, any agreement, covenant, undertaking, representation or warranty under this agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

## 15 Who is eligible to join the Furniturespot Community?

### 15.1 Are you eligible to join?

If you are joining the Furniturespot Community on behalf of a company or other legal entity or as the representative of a person who is not otherwise eligible to enter into this agreement, the terms "Buyer", "Maker", "you" and "your" refer both to you personally and to the legal entity or person you are representing.

To become a Member you need to be a Competent Person as defined in the Protection of Personal Information Act 4 of 2013, and be able to enter into a valid contract with Furniturespot and potentially with other members of the Furniturespot Community - and the South African law limits the ability of persons under the age of 18 to enter into contracts. If you are not yet 18, you will need to ask a parent or guardian to confirm that they will support you to ensure that any person who contracts with you is able to enforce that contract against them if you don't meet your obligations.

### 15.2 Suspension / Removal

If you, or any legal entity that you have been associated with, have previously been a Member of the Furniturespot Community and your (or its) Membership was revoked, suspended or terminated by Furniturespot for a breach of these terms and conditions or as a consequence of your conduct in connection with a Project Agreement you are not eligible to become a member of the Furniturespot Community unless Furniturespot consents to your joining (or rejoining, as the case requires).

### 15.3 Authorised users and logins

All Members are required to use their username and password to access the Member's only areas of the Furniturespot Platform. You agree that you will take all reasonable precautions to ensure that you are the only user of your Account, and that:

- not record your user id or password in a way which could cause that confidentiality to be breached;
- not allow anyone to access or use your user ID or password;
- log out of the Furniturespot Platform at the end of each session;
- notify Furniturespot immediately if you suspect that the security of your user ID or password has been compromised or if your account on the Furniturespot Platform has been accessed by an unauthorized person;
- advise Furniturespot immediately if your contact details change; and
- comply with any instructions for using the Furniturespot Platform which may be posted from time to time.

### 15.4 Terms of Access

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Without limiting any of your other obligations under these terms and conditions, by using your username and password, and accessing areas of the Furniturespot Platform that are not available without a username and password, you agree that:

- you will use the Furniturespot Platform only for the purpose of accessing information and undertaking activities that you are properly authorised to access;
- you will at all times use the Furniturespot Platform strictly in accordance with these terms and conditions in addition to any other legal obligations that you may be required to comply with;
- we, at our discretion, may permit anyone to use the Furniturespot Platform (including accessing account information and making transactions) provided they use a valid username and password, whether such use was authorised by you or not; and
- you will provide us with such assistance as we may require in making such security checks and verifying the identity of individuals as and when Furniturespot considers necessary

#### 15.5 What hardware, software and third party accounts do you need?

In order to access the Furniturespot Platform and the records that Furniturespot will create in connection with your activities on it, you must have:

- a valid email address;
- a computer which is capable of accessing the Internet; and
- current version of the software that we identify from time to time as our minimum system requirements.

#### 15.6 You must maintain your Account Details

All Members of the Furniturespot Community have an Account. It is your responsibility to keep your Account details up to date. This includes an obligation to ensure that your contact details are maintained so that Furniturespot can communicate with you. We are not responsible for any communications that are lost as a consequence of your failure to keep these details up to date.

#### 15.7 Communicating with Furniturespot

All communications between you and Furniturespot are recorded by Furniturespot.

If you have entered into a Project Agreement all communications in relation to that Project Agreement and any communications between Furniturespot, the other party or parties to the Project Agreement(s) and you will be held for a period of at least 5 years even if you cease to be a member of the Furniturespot Community. All other communications will be dealt with in accordance with applicable privacy laws and our Privacy Policy.

You give Furniturespot permission to send communications to you.

You consent to Furniturespot keeping records electronically

It's your responsibility to keep your contact details up to date with us - via the Furniturespot Platform.



## 16 Who owns and operates Furniturespot?

Furniturespot is owned and operated by Furniturespot (Pty) Ltd (bearing registration 2016/311780/07) which has its registered office at 54 5<sup>th</sup> street Parkhurst, 2193 Johannesburg, South Africa. All references to "Furniturespot" in these Terms and Conditions is a reference to Furniturespot Pty Ltd.

### 16.1 Furniturespot does not deliver Projects

Furniturespot is not a party to the dealings between any Makers and Buyers. Furniturespot doesn't introduce Makers to Buyers, or guarantee that Buyers will commission Project from Makers. Furniturespot merely makes the Furniturespot Platform and the Furniturespot Services available and undertakes initial limited screening and verification of Makers to enable Buyers to identify and determine the suitability of Makers to undertake their Potential Projects for themselves, and to provide Makers with the opportunity to submit proposals to undertake Potential Projects.

Furniturespot doesn't direct, nor does it have any power or control over, any Project. Furniturespot has no control over the quality, safety, morality or legality of any aspect of the products or services that Makers refer to on the Furniturespot Platform, the truth or accuracy of the Makers' Profiles, the ability of Makers to make, complete or sell goods or services or the ability of Buyers to pay for goods or services.

Furniturespot will take only those steps stipulated herein to verify that the Makers have the qualifications that they say they have on their Profiles and that the work that they display on the Furniturespot Platform is their own work, but Furniturespot may not be able to confirm the qualifications of all Makers, cannot verify whether Makers have complied with local or international laws or whether the information that Makers provide is correct, complete and accurate.

Furniturespot undertakes limited pre-screening of Makers and will take prompt action to remove any Makers who do not continue to meet the terms and conditions of their appointment as Makers, and Furniturespot does not pre-screen any content or information provided by Buyers. Accordingly, Furniturespot cannot ensure that a Maker or a Buyer will actually complete a transaction, other than:

- To the extent that it can confirm to a Maker that a Buyer has advanced some or all of the Project Fee (as applicable) pending confirmation that the Project is complete or relevant milestones are met; or
- By agreeing to withhold part of the Project Fees paid by a Buyer until the Buyer has confirmed that the Project is complete or any dispute about the Project is resolved.

Furniturespot does not transfer legal ownership of any goods from a Maker to a Buyer. Furniturespot cannot guarantee the true identity, age, and nationality of a user.

### 16.2 Furniturespot's liability is limited

Furniturespot facilitates Makers and Buyers entering into Project Agreements under which Makers will build and deliver Projects in accordance with the specifications that the Makers and Buyers have agreed. To the maximum extent allowed by law, Furniturespot is not liable to any Buyer or any other person if a Maker does not complete their obligations under the Project Agreement.

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## 17 How can you use content on the Furniturespot Platform?

All content included in the Furniturespot Platform, including but not limited to text, graphics, video, interfaces, logos, button icons, images, data compilations, software, and the compilation thereof is the property of Furniturespot or its content and software suppliers and is protected by South African and international laws.

Unauthorised use of any intellectual property or information, or the Furniturespot Platform, is prohibited. Except as expressly provided in these terms and conditions, Furniturespot does not grant any express or implied right or license of any kind to you concerning any patents, copyrights, trademarks, trade secrets, or other intellectual property rights, and grants you a limited, revocable, nonexclusive, non-transferable license to view, store, bookmark, download and print the pages within the Furniturespot Platform solely for the personal, informational, and non-commercial use of Makers. Makers may print individual pages and sections of the Furniturespot Platform for personal or internal use only, provided that such print outs retain all applicable copyright or other proprietary notices. Furniturespot reserves all rights not expressly granted in these terms and conditions.

Except as otherwise stated in these terms and conditions, you may not:

- loan, share, publish, republish, copy, reproduce, disclose, transmit, display, sell, license, lease or distribute any portion of the Furniturespot Platform or any data thereon to any third-party, or use the Furniturespot Platform as a basis for a directory or database prepared for commercial sale, commercial use, or distribution;
- remove any copyright, watermark, trademark or other proprietary notices contained in the Furniturespot Platform;
- disassemble, decode, decompile or otherwise reverse engineer any software used in providing, accessing, storing, serving, or viewing the Furniturespot Platform (the “Software”);
- access, download, transfer or manipulate data or databases comprising the Furniturespot Platform or any portion of it using protocols or interfaces other than those provided by Furniturespot as part of the Furniturespot Platform (including, but not limited to, using programming scripts, robots, spiders, crowd-sourced human intelligence, or any other automated method to automatically obtain the contact information of subscribers and any programming scripts or third-party software or crowd-sourced human intelligence which automatically downloads or copies image or textual content from any portion of the Furniturespot Platform);
- hire any type of crowd-sourced or outsourced labour to use the Furniturespot Platform in any way;
- use any automated method of contacting Users through the Furniturespot Platform;
- contact Users for the purpose of promoting or soliciting any goods or services, other than as provided by the Furniturespot Platform and consistent with the purpose of the Furniturespot Platform described these terms and conditions;
- have access to or make any use of the source code for the Furniturespot Platform;
- take any action inconsistent with Furniturespot’s ownership of and rights in the Furniturespot Platform and the Software; or
- violate any law or regulations concerning data protection.

In addition, you agree:

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- not to disrupt or interfere with the security of, or otherwise abuse, the Furniturespot Platform, or any services, system resources, accounts, servers or networks connected to or accessible through the Furniturespot Platform or affiliated or linked websites;
- not to disrupt or interfere with any User's permitted enjoyment of the Furniturespot Platform or affiliated or linked websites;
- not to upload, post or otherwise transmit through or on the Furniturespot Platform any viruses, spam, malware, or other harmful, disruptive or destructive files or materials;
- not to use, frame or use framing techniques to enclose any Furniturespot trademark, logo, content or other proprietary information (including the images found at the Furniturespot Platform, the content of any text or the layout/design of any page or form contained on a webpage);
- not to use meta tags or any other "hidden text" using a Furniturespot name, trademark, or product name;
- not to create or use a false identity on the Furniturespot Platform; not to collect or store personal data about others obtained through the Furniturespot Platform without their consent;
- not to attempt to obtain unauthorised access to portions of the Furniturespot Platform that are restricted from general access;
- not to take any action that will or could impose an unreasonably or disproportionately large load on the Furniturespot Platform or Furniturespot's other infrastructure;
- not to post any material that is false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy or otherwise in violation of any applicable domestic or foreign law;
- not to post any material in violation of another's intellectual property rights; not to take any action that may undermine any feedback or rating systems;
- to comply with all applicable laws that relate to your use of or activities on or in relation to the Furniturespot Platform including but not limited to South African import/export restrictions.

Without limiting any other rights stipulated herein, Furniturespot may terminate your Account if you infringe the copyright or other intellectual property rights of others.

As part of a transaction or Project Agreement, other Users may obtain access to your personal information, including your email address, location and shipping information. Unless the other User gives you permission, you may only use any information flowing therein to facilitate the preparation of a Project Brief, the entry into a Project Agreement or the delivery of a Project. Furniturespot has not granted any User a licence to use information or Furniturespot's intellectual property for unsolicited commercial messages. Without limiting anything else in this agreement, unless you receive the express consent of another User, you must not use any email or physical mailing address obtained from the Furniturespot Platform and all communications between Users must take place within the Furniturespot Platform.

## 18 What are your responsibilities and obligations in respect to content that you upload to the Furniturespot Platform?

### 18.1 Who can upload User Content?

Both Buyers and Makers can upload content to the Furniturespot Platform.



Makers can create a Profile where they can describe the products and services that they offer, provide testimonials, show examples of their work or ideas, and accept invitations from Buyers to provide proposals in response to Project Briefs.

#### 18.2 Who is responsible for User Content

You are solely responsible for any and all User Content that is uploaded to your Account and/or Profile. Under no circumstances whatsoever shall Furniturespot be liable to you or to any other person or entity for your participation in, or use of, the Furniturespot Platform.

#### 18.3 Furniturespot has no responsibility to review or approve User Content

Furniturespot has no responsibility to review or approve User Content. You are prohibited from adding any User Content that is unlawful, infringing or defamatory. You agree to indemnify, defend and hold Furniturespot, our officers, directors, employees, agents and representatives harmless from and against all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise from your User Content. If we are concerned that any User Content may breach these terms and conditions, we may remove or suspend that User Content from view by other Users until the issue is resolved to our satisfaction without any liability to you or to any other person.

#### 18.4 Who owns the intellectual property rights in User Content

Nothing in these terms and conditions seek to vary the ownership of the intellectual property in any material that is uploaded to the Furniturespot Platform. By uploading User Content, you acknowledge that you have obtained the relevant rights thereto, and you grant Furniturespot a licence to display that content on the Furniturespot Platform. Unless you upload content to a private area of the Furniturespot Platform the material can be viewed by any User.

When a Project Brief or a Project relates to an original design, intellectual property in that design will remain the property of the designer. Unless a Project Agreement says otherwise, any Maker who creates an original design will have the rights to reproduce that design or a modified version of it for other purposes.

### 19 There are no guarantees in relation to the Furniturespot Platform or third party services

Furniturespot may, in its sole discretion, remove, cease operating, change the functionality of, or otherwise modify any of the Furniturespot Services or the Furniturespot Platform at any time.

Furniturespot does not guarantee continuous, uninterrupted, ongoing access to the Furniturespot Platform or any of the Furniturespot Platform's features, and operation of the Furniturespot Platform may be interfered with or eliminated entirely by numerous factors outside Furniturespot's control or at Furniturespot's sole discretion.

You understand and agree that Furniturespot disclaims all responsibility and liability for, and you shall not seek to hold Furniturespot liable for, the quality, content, nature, or reliability of other sites accessible by hyperlink from the Furniture Platform, of sites linking to the Furniture Platform, or of sites framing the Furniture Platform (together, "Linked Furniture Platforms"). Linked Furniture Platforms are not under the control of Furniturespot, and Furniturespot shall have no responsibility



for the content of any Linked Furniture Platform or any link contained in a Linked Furniture Platform. The inclusion of any link on the Furniture Platform does not imply any affiliation, endorsement, or adoption by Furniturespot of a Linked Furniture Platform or any information contained therein. When leaving the Furniture Platform for another site, you should be aware that this Agreement may not govern your use of the other site, and therefore you should review the applicable terms and policies, including privacy and data-gathering practices, of that other site

## 20 Who is responsible for legal compliance?

You are responsible for complying with all applicable domestic and international laws when using Furniturespot and in relation to the services that Furniturespot provides or the Furniturespot Platform.

## 21 Can these terms and conditions change?

Yes. Furniturespot can vary these terms at any time by changing them on the Furniturespot Platform and publishing a notice on the Furniturespot Platform setting out the changes.

Unless it is required to make the change as a consequence of the operation of any law, no change will impact your rights or obligations in relation to any Project or Project that is in progress at the time that the change becomes effective.

If you do not agree to any change, you may cease to be a member of the Furniturespot Community.

## 22 Termination

Other than as set out below, any User can cease to be a Member of the Furniturespot Community at any time for any reason. If you are a Buyer or a Maker your elected termination will be effective upon notice to Furniturespot [and the deletion of your Profile]. If you are a User who is neither a Buyer or a Maker you need simply cease using the Furniturespot Platform and “opt out” of communications.

You cannot delete or remove your Account whilst you are a party to a Project Agreement which has not been completed, however, you can request that your Profile be hidden from view and cease to accept communications from Users other than other parties to your Project Agreement.

Furniturespot reserves the right to suspend your Profile or cancel any User’s membership of the Furniturespot Community at any time, for any reason, including, but not limited to:

- If we suspect or consider it’s likely that you have breached these terms and conditions;
- on forming the view in our absolute discretion that our brand, operations (including the Furniturespot Platform, any affiliated sites, social media, blogs or other material) or business (including any business conducted by our partners or affiliates) may be adversely affected or harmed as a result of your continued registration as a Maker or a Buyer;
- If you are a Maker, and you fail to deliver a Project or any part thereof in terms of a Project Agreement;
- If you are a Buyer and you fail to make a payment when it is due; or



- In response to the outcome of Dispute Resolution Services relating to any Project, Potential Project, Brief or your interactions with other Users.

## 23 Indemnity

You agree to indemnify and hold Furniturespot and (as applicable) its parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

## 24 Do any provisions of this agreement continue if I cease to be part of the Furniturespot Community?

Yes. In the event that this agreement is terminated, your obligations under any active or past Project Agreement will survive.

## 25 Taxes

Furniture Spot is not currently a registered VAT vendor.

It is specifically agreed and required of Makers, should they be a registered VAT vendor, to include as part of their proposal on any Project Brief, all amounts inclusive of VAT.

It will be the sole responsibility of the Maker to ensure that compliance with any and all tax laws have been adhered to.

## 26 What laws govern this agreement?

These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

In the event of any dispute arising between you and Furniturespot, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

Nothing in this clause 26 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## 27 Miscellaneous

### 27.1 Approvals and consents

“The contents of this document must only be used for Furniturespot and may not be distributed unlawfully. Older versions are not deemed official. Only the latest version is acceptable.”



Unless this agreement expressly provides otherwise, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions. Where this agreement refers to a matter being to the "satisfaction" of a party, this means to the satisfaction of that party in its absolute discretion.

#### 27.2 Assignments and transfers

A User must not assign or transfer any of its rights or obligations under this agreement, or attempt to do so, without the prior written consent of each of the other parties. Furniturespot is entitled to transfer any rights and obligations to any third parties at its sole and absolute discretion.

#### 27.3 Entire agreement

This agreement and the policies and procedures set out on the Furniturespot Platform from time to time contain everything the parties have agreed in relation to the use of the Furniturespot Platform and membership of the Furniturespot Community.

#### 27.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy and failure by a party to exercise, or delay by a party in exercising a right, power or remedy does not prevent its exercise. Except where expressly stated to the contrary in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights available to that party whether those rights are provided for under this agreement or by law.

#### 27.5 No adverse construction

No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

#### 27.6 Severability

Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

#### 27.7 Time of essence

Time is of the essence for the performance by each party of its obligations under this agreement.

#### 27.8 Waivers

A waiver or relaxation of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

#### 27.9 Release



You release Furniturespot (and Furniturespot's officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes with one or more Users, or an outside party.

## 28 Disclaimer

- 28.1 The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- 28.2 Whilst Furniturespot takes reasonable measures to ensure that the content of the Website is accurate and complete, Furniturespot makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by Furniturespot's representatives, Furniturespot shall not be bound thereby.
- 28.3 Furniturespot disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.
- 28.4 Any views or statements made or expressed on the Website are not necessarily the views of Furniturespot, its directors, employees and/or agents.
- 28.5 In addition to the disclaimers contained elsewhere in these Terms and Conditions, Furniturespot also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Furniturespot, its employees, agents or authorised representatives. Furniturespot thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.
- 28.6 Furniturespot is not responsible for any remarks, information or other content posted or made available on the Furniturespot Platform by any User, even if such content is defamatory or otherwise legally actionable. Furniturespot is not responsible for and does not monitor or censor content for accuracy or reliability (although it reserves the right to remove any content at any time without giving any reason).

## 29 Glossary and interpretation

### 29.1 Glossary



We've used a number of definitions in these terms and conditions to make them easier to read. When any of the following terms are used in these terms and conditions, unless it's very clear that the intention was different, they will have the following meanings:

“Account” means a User’s account, as Maker or Buyer, as the case may be, on the Furniturespot Platform, which is associated with a User’s Profile, their communications using the Furniturespot Platform and all transactions and interactions on the Furniturespot Platform;

“Buyer” means any member of the Furniturespot Community who wishes to buy any product through the posting of a Project Brief that a Maker offers for sale over the Furniturespot Platform, or commission a Maker to make a product or provide a service by using the Furniturespot Platform to seek expressions of interest for a Potential Project;

“Maker” means any member of the Furniturespot Community who Furniturespot approves as a Maker;

“Furniturespot Community” means you and anyone else who is eligible and agrees to be bound by these Terms & Conditions;

“Makers Agreement” means the agreement between Furniturespot and each Maker which sets out the terms and conditions attaching to the relationship between the Maker and Furniturespot, the payment of Service Fees by the Maker to Furniturespot and other relevant matters;

“Furniturespot Services” means the services to be provided by Furniturespot, including:

- limited pre-screening of Makers,
- providing the Furniturespot Platform,
- providing opportunities for users to seek proposals for Project Briefs;
- providing opportunities to Makers to quote on Project Briefs;
- providing functionality that allows members of the Furniturespot Community who have participated in Projects to rate each other and provide feedback on Project outcomes,
- assisting parties to prepare and manage Project Agreements,
- providing the payment gateway services, including management of the collection and release of Project payments,

“Furniturespot Platform” means all the Furniturespot Business services that are provided through [www.furniturespot.co.za](http://www.furniturespot.co.za) including website, mobile and app interfaces.

“Furniturespot Service Fee” means the amount that Makers pay Furniturespot for the Furniturespot Services pursuant to the terms of the Makers Agreement.

“Member” means a User who has an Account and is authorised to access the Members only areas of the Furniturespot Platform. Members may be Makers, Buyers or both;

“Potential Project” means a project that a Buyer wishes to undertake which may be the subject of a Project Brief but is not yet the subject of a Project Agreement;

“Project Brief” a project that a Buyer envisages and which a Maker agrees to turn into a reality on the terms and conditions set out in a Project Agreement.

“Maker Profile” means the area on the Furniturespot Platform where a Maker can record information about themselves, capability and their product gallery;



“Project” means the project to be undertaken in accordance with a Project Brief under a Project Agreement;

“Project Agreement” means an agreement made between a Buyer and a Maker under which the Buyer and the Maker agree the final version of a Project Brief and a Maker agrees to make, facilitate, arrange or provide the goods or services that are required to fulfil the Brief for an agreed price;

“Third Party Links” means any link to any website not owned or operated by Furniturespot, including, but not limited to a Maker's website or a website containing images or information relevant to the services a Maker offers, goods or items that a Maker has made in the past or offers for sale, a Project, Potential Project or Brief;

“User” means any person who participates in the Furniturespot Community (whether a Maker, a Buyer or simply someone who likes to browse the Furniturespot Platform);

“User Content” any and all content that you upload, post or send to the Furniturespot Platform, whether in your capacity as a Buyer or as a Maker, including for example, written text, tags, data files, photographs, designs, maps, measurements, specifications, plans, feedback or ratings, or Third Party Links that you upload to any area of the Furniturespot Platform.

“Work in Progress” means work that has been done or is being done by a Maker for a project;

“Work Product” means the goods supplied on completion of a Project

## 29.2 Interpretation

In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- a reference to "Rand" or "R" means South African Rand and all amounts payable under this agreement are payable in South African Rand;
  - an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
  - where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
  - a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to either gender also indicates the other gender;
  - a reference to the word "include" or "including" is to be interpreted without limitation;
  - a reference to the word "owing" means actually or contingently owing, and "owe" and "owed" have an equivalent meaning;
  - a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, part, schedule, annexure or attachment of or to this agreement;
  - a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
  - the schedules, annexures and attachments (including hyperlinked forms) form part of this agreement;
  - headings are inserted for convenience only and do not affect the interpretation of this agreement;
- and



- a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

### 29.3 Business day; References to and calculations of time

In this agreement, unless the context otherwise requires,

- a reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place the laws of which govern the construction of this agreement.
- a reference to a time of day means that time of day in the place whose laws govern the construction of this agreement;
- where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.