

Terms and Conditions

Introduction

The Makers Mart Team welcomes you! As with most things in life, Makers Mart must abide by certain rules to make things work well for everyone.

- 1 Terms of use
- 2 Registering as a Creator
- 3 Makers Mart Service Provision
- 4 Fees
- 5 As a Creator
- 6 As a Buyer
- 7 Transaction between the Creator and Buyer
- 8 Creator's control panel
- 9 General
- 10 Using the Makers Mart Website
- 11 Entering into this Agreement
- 12 Use of you information
- 13 Privacy
- 14 Disclaimer and Limitation of Liability
- 15 Release and Indemnity
- 16 Disputes
- 17 Entire agreement
- 18 Remedies cumulative
- 19 Relationship of parties
- 20 Further assurances
- 21 Non-waiver
- 22 Governing law
- 23 Notices

1. Terms of use

1. Makers Mart is a multi-vendor retail Website which provides an innovative digital platform to connect entrepreneurial makers, designers and artisans (“**Creator(s)**”) of unique original goods and services to consumers (“**Buyer(s)**”) in search of these unique goods and services. The Website is accessible at www.Makersmart.co.za (“**the Makers Mart Website**”).
2. Makers Mart’s terms and conditions which are contained in this Agreement direct the registration and use of the Website by Creators, Buyers and Visitors which Terms and Conditions are binding and enforceable (“**Agreement**”).
3. By registering on the Website as either a Creator or Buyer you acknowledge that you have read, accepted and agreed to the Terms and Conditions and are therefore bound by them.
4. Makers Mart may, in its sole discretion, modify and/or revise these Terms and Conditions at any time.

2. Registering as a Creator

1. To register, create a store and to sell your goods and/or services on the Makers Mart Website, you must be 18 (eighteen) years or older and you always warrant that:
 1. your registration data is truthful, current, complete, and maintained;
 2. Makers Mart has the right to suspend and/or terminate your account if it suspects that your registration data is untrue, inaccurate, not current or is incomplete;
 3. you may never use a third party’s account without permission;
 4. you are solely responsible for the activity and pricing on your account;
 5. you must keep your account username and password secret and secure;
 6. you must notify Makers Mart immediately of any breach or suspected breach of security or illicit use of your account and/or information contained therein;
 7. you will be held liable for any illicit use made of your account and any losses suffered by Makers Mart or any third party as a result thereof;
 8. Makers Mart will not for any reason whatsoever be liable for any losses caused by any illicit use of your account;
 9. Makers Mart reserves the right to use your registration data subject to the Makers Mart Privacy Policy which can be found at www.Makersmart.co.za/privacy-policy;
 10. Makers Mart shall have the right to rely, without further inquiry, on provision of the user identification and password as adequate authentication for the use of the Makers Mart Website.
2. Makers Mart is not directly involved in any sale and/or purchase of any goods and services on the Makers Mart

Website, other than providing an online platform for facilitating the sale of and purchase of goods and services, and;

1. does not act as an agent or maker of any such goods offered for sale and/or sold on the Makers Mart Website;
2. has no control over whether, the goods and services offered for sale on the Makers Mart Website are legitimately saleable;
3. cannot guarantee, the accurateness of the descriptions of any goods and services on the Makers Mart Website;
4. has no control whatsoever over the Creator or Buyer to perform their respective responsibilities of the sale and delivery;
5. cannot guarantee that a Buyer will pay for the goods and services that he/she has ordered from the Creator on the Makers Mart Website;
6. cannot guarantee the delivery of any goods and services to the Buyer by the respective Creator;
7. cannot confirm that each Buyer and Creator are who they claim to be;
8. cannot, confirm anything relating to any credit card details supplied to us by a Buyer or Creator under this Agreement, including without limitation, that the:
 1. credit card details of any Buyer or Creator are correct;
 2. credit limit has not been exceeded;
 3. credit card has not been reported stolen;
 4. Buyer or Creator is entitled to authorised use of the credit card; or
 5. credit card is otherwise being lawfully used; and
3. Makers Mart will not be involved in any dispute between any Buyer and Creator arising out of, or in connection with, the completion of any sale and/or purchase of any goods and/or services on the Makers Mart Website,
4. Makers Mart does not and will not act as an agent for either the Creator or the Buyer, by the placement and offering for sale the goods on the Makers Mart Website, or the acceptance of such offer.

3. Makers Mart Service Provision

1. The Makers Mart Website provides services (“**the Services**”) which allows:
 1. an active and registered user of the Makers Mart Website to create a store on the Makers Mart Website to list, promote, market and sell goods and/or services (“**the Creator**”); and
 2. an active and registered user or a guest user of the Makers Mart Website to browse, find, register and purchase the Creator’s goods and/or services via the Makers Mart Website (“**the Buyer**”).

2. The Makers Mart Website allows the Creator to:
 1. Upload, add, price, and publish the Creator's goods and/or services for sale;
 2. edit and manage product and/or service attributes and pricing; and
 3. advertise and market the Creator's goods and/or services.
 4. Makers Mart provides a facility to create a secure username and secret password for both Creators and Buyers to access the Makers Mart Website.
3. Makers Mart may restrict and/or terminate the Services it provides to a Creator and/or a Buyer at any point in time if Makers Mart, in its sole and absolute discretion, elects to do so and without having to furnish any reasons for doing so.
4. Makers Mart accepts no responsibility or liability for the content of user-to-user (for example between Buyer and Creator) communications on the Services.
5. The Services are "as is" and no refunds will be provided for fees.
6. Right to use the Services:
 1. Subject to the terms and conditions of this Agreement and limited solely to the extent necessary to use the Services, Makers Mart hereby grants you a limited, revocable, non-exclusive, non-transferable right to use the Services and the Makers Mart Website solely for the purposes depicted in this Agreement.
7. All rights not expressly granted to you are reserved by Makers Mart. Except as expressly permitted by Makers Mart, you shall not:
 1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way;
 2. modify, make, reverse engineer, modify or imitate works based on the Makers Mart Website and/or the Services;

4. Fees

1. You are responsible for all transaction fees and other fees ("**the Fees**") you have agreed to and which are payable by virtue of your use of the Makers Mart Website and Services.
2. Makers Mart will charge the Creator a commission being a percentage of the sale price excluding VAT for each sale whether or not such sale is completed and which commission may be reviewed prior to acceptance.
3. Makers Mart's Fee Policy is subject to change and can be found at [www.Makersmart.co.za/become-a-creator].
4. Upon a Creator concluding a sale with a Buyer, all commissions and bank fees shall automatically be deducted from the purchase price.

5. Payments to Creators will be made on a weekly basis by Makers Mart. A statement of account will be available to the Creator upon request.
6. Makers Mart will provide at least fourteen (14) calendar days' notice of any changes to the Fees by posting any such changes on the Makers Mart Website.
7. Makers Mart may, at its sole discretion, change some of or all of the Services and/or the Fees at any time. With the introduction of any new service, the associated Fees will come into effect at the introduction of the new service.
8. The Creator will be responsible for paying all of the Fees and applicable taxes in respect of the selected services provided on the Makers Mart Website.
9. Makers Mart's obligations hereunder are on the provision of fulfilment of all payment obligations to Makers Mart. In the event that any payment is not made in full, Makers Mart shall have the right to suspend the Services;
 1. Any dispute and/or claim regarding the calculation of the Fees must be brought to Makers Mart's attention via e-mail to [info@makersmart.co.za], and must include the details forming the basis for such dispute and/or claim. Failure to follow this process shall serve as sufficient basis for Makers Mart to reject such claim without further liability.
10. The Creator and/or the Buyer may close its account at any time by notifying Makers Mart via the Makers Mart Website.
11. Makers Mart reserves the right in its sole discretion to alter or remove or withdraw any of the Services offered by Makers Mart.
12. Unless otherwise stated, all of the Fees are quoted in South African Rands and are inclusive of VAT.
13. The Creator is provided a right to sell its goods and/or services on the Makers Mart Website by paying the relevant fees. At no stage will be the Creator have any right to ownership of the Makers Mart Website and/or its web pages, which remain the property of Makers Mart.
14. Makers Mart further reserves the right in its sole discretion to place third party advertisements on the Makers Mart Website and/or its web pages without the Creator's consent and without payment to the Creator.

5. As a Creator

1. You may post the goods and services that you wish to offer for sale on the Makers Mart Website.
2. You agree that Makers Mart and/or its nominated agent may undertake any necessary credit checks on you and/or your credit card and/or your banking account where applicable.
3. You agree and warrant to the Buyer and to Makers Mart that your information and/or your goods and/or your services:
 1. are accurate and not false, misleading, deceptive or fraudulent;
 2. do not breach any Intellectual Property Rights of Makers Mart and/or a third party;

3. are made in compliance with all applicable laws, government regulations and/or guidelines;
 4. are not forged, threatening and/or offensive or otherwise constitutes harassment;
 5. do not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third-party owner;
 6. do not contain any viruses, worms, Trojan horses or other invidious programs or data, whether attached to or embedded in other programs or data or not;
 7. will not defame (libel or slander) another person or transmit misleading or inaccurate information of any kind, whether of a personal or commercial nature; and
 8. do not contain child pornography, bestiality or any other obscene or offensive material.
4. In addition to Clause 5.3, you represent and warrant to Makers Mart and separately to the successful Buyer that:
1. you are the legal owner of the goods and services you are offering for sale on this Website and you have the legal capacity to conclude the sale and to pass the title in the goods and services to the successful Buyer;
 2. you will not hyperlink to, or include descriptions of goods and services that you are not offering for sale on the Makers Mart Website
 3. the goods and/or services you offer for sale and sell, on the Makers Mart Website:
 1. are reasonably fit for the purpose or purposes for which goods and/or services of that kind are commonly bought as it is reasonable to expect having regard to matters including, without limitation, the description of those goods and/or services and their price;
 2. correspond with the description that you have posted on the Makers Mart Website;
 3. if sold in bulk, will correspond with any samples thereof;
 4. are not defective;
 5. are free of any charge or encumbrance such that the Buyer will be able to enjoy quiet and peaceful possession of those goods;
 6. will be offered for sale, and sold, in compliance with the laws of the Republic of South Africa and especially that of the Consumer Protection Act No. 68 of 2008 that became effective on 31 March 2011; and
 7. are legally able to be offered for sale, and sold on the Makers Mart Website, and

otherwise, that the offer and sale of those goods and services is not in contravention of any law.

4. the services you offer for sale and sell, on the Makers Mart Website:
 1. will be rendered with due care and skill; and
 2. any materials supplied in connection with any services will be reasonably fit for the purpose for which they have been supplied; and
 3. if the Buyer has made it known to you the particular purpose for which the services are required or the result the Buyer wishes any services to achieve, then those services and any materials supplied in connection with those services will be reasonably fit for that purpose or are of such nature and quality that they might be reasonably expected to achieve that result;
5. In the information provided about the goods and/or services the Creator offers for sale and sells on the Makers Mart Website, the Creator must set out the terms and conditions for the sale of those goods and/or services, including the following:
 1. payment terms;
 2. terms of delivery;
 3. returns policy;
 4. taxes, duties and costs (including, without limitation, VAT, or other consumption taxes, customs and other import duties and tariffs) payable by the Buyer; and
 5. unless stated to the contrary, any value will be construed to refer to South African Rands;
 6. and the Creator agrees that such terms and conditions will include any matters prescribed by Makers Mart under this Agreement.

6. As a Buyer

1. To purchase goods and/or services through the Makers Mart Website, you must register and create a personal user account or make use of the Makers Mart Website as a “guest”.
2. You agree and warrant to each Creator and separately to Makers Mart that your information:
 1. is accurate and not false, misleading, deceptive or fraudulent;
 2. does not breach any Intellectual Property Rights of a third party;

3. is made in compliance with all applicable laws, government regulations or guidelines;
 4. is not forged, offensive, threatening or otherwise constitutes harassment;
 5. does not contain confidential information or trade secrets of a third party unless consent has been obtained from the third-party owner;
 6. does not contain any computer viruses or other undesirable programs or data, whether attached to or embedded in other programs or data or not;
 7. will not defame (libel or slander) another person or transmit misleading or inaccurate information of any kind, whether of a personal or commercial nature;
 8. you have the legal capacity to purchase any goods and/or services and, will not otherwise be breaching any law in purchasing those goods and/or services;
 9. you will not make an offer to purchase any goods and/or services on the Makers Mart Website unless you are able, and have sufficient, available capacity to pay for those goods and/or services;
 10. the purchase of any goods and/or services on the Makers Mart Website is absolutely at your own risk;
3. You agree that you will utilise the Buyer Payment options made available to you by Makers Mart, namely;
1. the use of the third- party payment provider; or
 2. credit card payments (this facility may only be available at a future time);
 3. an Electronic Fund Transfer (EFT) into Makers Mart's account.

7. Transaction between the Creator and Buyer

1. When you place an order on the Makers Mart Website, you are entering into a direct transaction and personal relationship with an individual Creator which relationship is facilitated by Makers Mart and the Makers Mart Website.
2. Makers Mart encourages the Creator and Buyer to work independently through the transaction to completion.
3. Once the transaction is completed, the Buyer must pay the Creator utilising one of the available Payment options provided by Makers Mart:
 1. Payment must be made into Makers Mart's bank account(s), however Makers Mart is purely retaining the funds for the relevant Creator until such time that the funds are transferred by Makers Mart to the Creator, as is more fully explained in Clause
4. All sales are contractually binding on both the Creator and Buyer.
5. The Creator is obligated to ship the order or otherwise complete the transaction with the Buyer in a prompt manner, unless there is an exceptional circumstance, such as:
 1. the Buyer fails to meet the terms of the Creator's listing, or

2. the Creator cannot authenticate the Buyer's identity (The Buyer is obligated to deliver appropriate payment for items purchased, unless there is an exceptional circumstance).
6. You may rate a Creator using Makers Mart's rating system:
 1. the Creator agrees that feedback, comments and/or rating scores may be provided of and/or about them;
 2. you are only permitted to rate a Creator if you have interacted and/or transacted with that Creator;
 3. you undertake that the rating will be fair, reasonable and in no way malicious. Comments and ratings cannot be edited once submitted. Therefore, please be cautious when adding your comment, as you are unable to edit it once you have submitted it. You could also be held liable for damage(s) to the Creator if legal proceedings are taken against you for your rating.
 4. You may not abuse the rating system. Abuse of the system includes using accounts of your friends or your own secondary accounts to lower the rating of another user or raise your own rating.
 5. Threatening, abusive, racially vilifying, discriminatory or profane language is also abuse of the system and is not allowed.
 6. Makers Mart promotes and supports free speech and will only remove feedback comments in exceptional circumstances.
 7. Makers Mart will not be held responsible for the rating the Creator is given, and for any comment remaining on the Makers Mart Website.
7. In the case of all disputes between a Creator and Buyer, refer to clause 16.

8. Creator's control panel

1. By using the Makers Mart Website you may make numerous selections about your account's presentation, control, marketing, and distribution of your content via the Makers Mart Creator Control Panel ("**the Control Panel**"):
 1. You may change your selections regarding each of the above to the extent permitted by the Control Panel.
 2. In all cases, your last submissions reflected in the Makers Mart Website database shall be conclusive in the event of any dispute.
2. Creators may edit, update or alter their personally identifiable information at any time via the Control Panel and/or by following the instructions located in the Makers Mart FAQs and/or Privacy Policy.

9. General

1. Makers Mart has an absolute discretion to change the terms of this Agreement at any time. If Makers Mart does so, the details of any changes will be effective immediately and will be accordingly updated on the Makers Mart Website.

2. By accepting this Agreement, you also agree to accept and be bound by any changes made by Makers Mart under this clause 9. In any event, your continued use of the Services after any changes to the terms and conditions of this Agreement have taken effect in accordance with Clause 9.1, will be deemed to be your acceptance of those changes.
3. You agree to promptly inform Makers Mart of any breach by you of the terms of this Agreement and of any conduct of another user that you think may be a breach of this Agreement, whether the conduct has ceased, is continuing, or may occur in the future.
4. You agree that Makers Mart may monitor your conduct if Makers Mart believes that you are not complying with the terms of this Agreement. If Makers Mart does so, Makers Mart will respect your confidentiality, unless:
 1. doing so would or could implicate Makers Mart in criminal behaviour, a civil wrong, or any other claim by a person for which Makers Mart may have to pay compensation;
 2. the law compels, requires, or makes it prudent and desirable for Makers Mart to divulge or disclose the information it holds or knows or any documents it may possess; or
 3. Makers Mart considers it necessary or desirable to make disclosures to preserve or enforce its interests or rights.
5. If Makers Mart believes, whether it may or may not have conducted any monitoring, that you are not, or may be in danger of not complying with any of the provisions of this Agreement, then Makers Mart may send you a written warning asking you to rectify your conduct (although Makers Mart will not be obliged to do so).
6. If you:
 1. infringe or are suspected of infringing the Intellectual Property Rights of Makers Mart and/or any other person;
 2. are suspected of having, or are found by conviction, settlement insurance or escrow investigation or otherwise, to have engaged in any fraudulent or other criminal activity in connection with the Makers Mart Website or any other website;
 3. have an overdue payment on your Makers Mart account; or
 4. otherwise breach this Agreement;then Makers Mart may, in its sole and/or absolute discretion:
 1. withhold from you, your use of any or all of the services and access to your information;
 2. delete or remove, without incurring any liability to you, any or all of your information and block in-coming and out-

- going data or message transfers to or from you;
3. restore the Services if and when you can demonstrate clear and complete adherence to the terms of this Agreement on a permanent and consistent basis; and
 4. terminate the Agreement that Makers Mart has entered into with you, and cancel Makers Mart's obligations to provide the Services, if Makers Mart is not satisfied that you will clearly and completely adhere to the terms of this Agreement, on a permanent and consistent basis, if the Services are restored to you.

10. Using the Makers Mart Website

1. In using the MakersMart's Website, you must not:
 1. illegally copy, store, use, alter, modify, impair, interfere with or attempt to interfere with, or distribute any software or other data relating to the Makers Mart Website;
 2. alter, damage, destroy, erase, interfere with or attempt to interfere with, or infect Makers Mart's files, data and/or other computer systems and network resources or those of other users or any other person, or access, copy, modify, remove or impair the reliability, security or operation of, any data or files or other information stored in these systems or network resources;
 3. impair the electronic communications to or from, or interfere with or obstruct the lawful use of, or otherwise cause any unauthorised computer functions to Makers Mart's computer systems or those of other users or any other person;
 4. offer, sell, export any goods and/or services if this breaches any law applicable to you; and
 5. engage in any practice or conduct that is unlawful under any laws applicable to you;
 6. copy, modify, or distribute rights or content from the Makers Mart Website, Services or tools or Makers Mart's copyrights and trademarks;
 7. harvest or otherwise collect information about users (including email addresses), trades listed or sales activities conducted on the Website without the express permission of Makers Mart.
2. Any links or references (direct or indirect) to other websites on the Makers Mart Website are provided for your convenience only and do not, and are not an express or implied endorsement by Makers Mart, of those websites, or the goods and/or services contained on those websites.
3. The information and material contained on the Makers Mart Website has been prepared in accordance with the laws of the

Republic of South Africa for use in the Republic of South Africa only. It may not comply with the laws of any other country. Makers Mart makes no representation that the information and material contained on the Makers Mart Website complies with the laws (including any intellectual property laws) of any country other than the Republic of South Africa. If you choose to access the Makers Mart Website from outside of the Republic of South Africa, you do so at your own risk and will be responsible for ensuring compliance with the laws of the country in which you are located.

4. Using information about other Makers Mart users –
 1. You agree to use Makers Mart’s user information only in accordance with the terms of this Agreement as well as any applicable laws and regulations (including, without limitation, data protection laws) and only for:
 1. Makers Mart-transaction-related purposes that are not unsolicited commercial communications; and
 2. other purposes a user expressly agrees to.
 2. You agree to respect other users’ privacy and disclose your privacy and security policies to them. By law, you must give other users a chance to remove themselves from your database and a chance to review the information you have collected about them.

11. Entering into this Agreement

1. You represent and warrant to Makers Mart that:
 1. if you are an individual that you are eighteen (18) years of age or over and of full legal capacity and thus capable of entering into this Agreement and performing your obligations under this Agreement; or
 2. if you are a juristic entity that:
 1. you are duly incorporated and have been issued with a certificate of commencement of business and have the necessary powers and/or authority to own and/or sell property; and
 2. entering into this Agreement does not violate your business’ Constitution and/or any other governing document; and
 3. you have the necessary powers and/or authority and have taken all corporate and other actions required to enter into this Agreement and to authorise the entering into this Agreement and performing your obligations under this Agreement.
2. Transactions in case of a minor:

1. If you are under eighteen (18) years of age or if you are not legally permitted to enter into a binding and enforceable agreement, then you may not register as a user or make use of the services offered by Makers Mart, unless you are duly supervised by and you have obtained the consent of your parent or legal guardian or spouse.
2. If your parent or legal guardian or spouse supervises you and gives his/her consent, then such person hereby agrees to be bound by the terms of this Agreement and furthermore agrees to be liable and responsible for you and for all your obligations or duties in terms of the Agreement entered into between yourself and Makers Mart.
3. Makers Mart strictly reserves its rights to refuse its Services or to terminate and/or suspend your account or cancel orders should Makers Mart, in its sole discretion, find that you have failed for whatsoever reason to comply with the provisions of this Agreement, without prejudice to any other rights that Makers Mart may have at law.
4. To the extent that you utilize the Services, Makers Mart shall deem it that you were/are supervised by and that you have obtained the necessary consent of your parent or legal guardian or spouse or curator or trustee. The onus to prove that you were not supervised or did not obtain the requisite consent shall rest with you.

12. Use of your information

1. You hereby grant Makers Mart and free of charge, the right to use your intellectual property, trademark, logo and content ("**your Branding**") in any particular marketing and/or promotional campaign initiated by Makers Mart in all forms of media both physical and digital.
 1. In this regard you agree to:
 1. permit Makers Mart to utilize your Branding in marketing materials and on the Makers Mart Website; and
 2. permit Makers Mart to identify you as a customer of Makers Mart.
2. You are not authorized to use the Makers Mart trademark or logo ("**the Makers Mart Branding**") in any manner without the express written consent from Makers Mart. Subject to Clause 12.1 and 12.2 above, Makers Mart agrees to use your information only in accordance with the terms of this Agreement as well as the privacy terms contained in clause 13 below and further hereby acknowledges and agrees as follows:
 1. You shall retain all right, title and interest, including all intellectual property rights, in and to any of your content and your Branding and nothing in this Agreement shall confer any license or right of ownership in such material; and

2. Makers Mart shall retain all right, title, and interest, including all intellectual property rights, in and to any of the Services, Makers Mart Branding, the Makers Mart Website, and technology provided by Makers Mart and any other property and/ or material belonging to Makers Mart and nothing in this agreement shall confer any license or right of ownership in such material.

13. Privacy

1. This privacy statement discloses the privacy practices for the Makers Mart Website. Our detailed privacy policy can be found at www.Makersmart.co.za/privacy-policy.
2. Makers Mart has agreed to notify you of:
 1. what personally identifiable information of yours or that of a third-party personal identification is collected from you via the Makers Mart Website;
 2. the organization collecting the information;
 3. how the information is used;
 4. with whom the information may be shared;
 5. what choices are available to you regarding collection, use and distribution of the information;
 6. the kind of security procedures that are in place to protect the loss, misuse or alteration of Information under our control;
 7. how you can correct any inaccuracies in the information.

14. Disclaimer and Limitation of Liability

1. Notwithstanding, and in addition to any other provision in this Agreement, you agree that Makers Mart will not be liable to you or any other person for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered, by any person however arising (including where the cause cannot be determined), or whether it arose directly or indirectly from any authorised or unauthorised use of, access to, reliance on, or any inability to use or access the Makers Mart Website, the Services, or as a consequence of such use, access, reliance, or inability to access, including, but not limited to any loss relating to one or more, or a combination, of the following:
 1. a failure, or error in the operation, of all or any part of the Makers Mart Website, Makers Mart's computer systems, network resources, the Services, or any other computer systems or network resources to which they may be connected or upon which they may rely, or the taking offline of any of those computer systems or network resources for any reason;
 2. any circumstances which produce or have the consequence of producing a degradation, fall-off, or complete severance of access to the Makers Mart Website or network resources or any other computer systems or network resources to which they may be connected by any person;

3. in relation to purchases or sales on the Makers Mart Website, that were not processed or accepted due to technical difficulties or for any reason whatsoever;
 4. whether Makers Mart or another person could have foreseen such a loss or type of loss, or were negligent or reckless, whether or not the loss was suffered in connection with a business or commercial enterprise, including, but not limited to, any economic or consequential loss or damage, any and all damage to, or loss of, any equipment, property, data, or other information possessed by you or any other person, any loss of profits, and any losses relating to contracts, business, revenue, goodwill, or any anticipated savings;
 5. any personal losses or hardship, stress and anxiety, nervous shock, or other personal suffering or condition;
 6. any errors or omissions in any documentation or other literature provided by Makers Mart, any errors or omissions in any data, on the Makers Mart Website, or any breach of contract or negligence on the part of Makers Mart, its employees, agents or authorised representatives;
 7. any reliance on, the information and material contained on the Makers Mart Website about any goods and/or services or any other information or material whatsoever, or any information and material contained on, and the privacy of, websites linked to the Makers Mart Website;
 8. any conduct, act or omission, whether negligent, reckless, or otherwise, whether within any actual, ostensible, or apparent authority or not, at all on the part of our employees, agents, or authorised representatives;
 9. for anything relating to the Makers Mart rating system;
 10. any decision to hold an inquiry or not hold an inquiry into an alleged breach on the part of one of the users.
2. To the extent permitted by law, all terms, conditions and warranties or representations, or representation whether express, implied, statutory, common law or otherwise relating to the services or anything in these terms and conditions, are excluded unless expressly included in this Agreement.

15. Release and Indemnity

1. Notwithstanding, and in addition to any other provision in this Agreement, you agree to release from, and indemnify Makers Mart, its directors, its shareholders, its employees, its agents and/or its representatives against, any claims, losses, liabilities, suits, demands, proceedings, costs or expenses

(including legal costs on a full indemnity basis) directly or indirectly related to, or, arising out of:

1. your use of the Services;
2. your offering for sale and the sale of and/or your purchase of any goods and/or services as a result of using the Services;
3. the reproduction, broadcast, transmission communication or making available of any information or material (including credit card details) by Makers Mart or any of its users (other than you) made available by use of the services;
4. any one or more of the circumstances described in Clause 15.1.
5. any alleged breach of a person's rights (including, but not limited to, defamation or misleading or deceptive conduct) by a communication, broadcast or transmission made available by means of the Services; or
6. any claim by any person arising out of, or in connection with any cessation (temporary or permanent) of the supply of the Services in accordance with this Agreement.

16. Disputes

1. You and Makers Mart must follow the procedure set out below for resolving any dispute in connection with or arising out of this Agreement, in accordance with this clause 16 before starting any proceedings (except proceedings seeking urgent relief).
2. The procedure for resolving a dispute is as follows:
 1. first, either you or Makers Mart must give written notice to the other about the nature of the dispute ("**Notice**") and you and Makers Mart will seek to negotiate a settlement within 14 (fourteen) business days of receipt of the Notice;
 2. second, to the extent that those negotiations fail, you and Makers Mart will seek, within a further 5 (five) business days, to reach agreement on the appointment of a mediator for resolving the dispute, and
 3. failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator(s) appointed by the Foundation.
3. You shall be liable for all costs incurred by Makers Mart in the enforcement of any rights which it has in terms of this Agreement or in the recovery of any monies due to Makers Mart, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted in connection with the satisfaction or enforcement of such judgement against you.

4. User disputes:
 1. Makers Mart encourages all users to report user-to-user disputes to local law enforcement, or a certified mediation or arbitration entity, as applicable.
 2. Makers Mart, for the benefit of users, may but will not be obliged to assist in resolving user disputes.
 3. To the extent that Makers Mart attempts to resolve a dispute, Makers Mart will do so in good faith based solely on Makers Mart's policies.
5. Makers Mart will not make judgments regarding legal issues or claims.

17. Entire agreement

1. This Agreement, the Privacy Policy and any other agreement entered into between Makers Mart and the user constitutes the entire Agreement between the user and Makers Mart.
2. Unless the context indicates otherwise, this Agreement incorporates all other Agreements between the parties. Should there be any conflict between any other agreement and this Agreement, the provisions of this Agreement shall prevail.

18. Remedies cumulative

1. All rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. A notice dealing with amendments or variations or updates of this Agreement will be posted on the Makers Mart Website. It is your duty and responsibility to familiarize and understand the amendments or variations or updates. By continuing to use Makers Mart's services, you are deemed to have accepted the amendment, variation or update as binding on you.

19. Relationship of parties

1. Nothing in this Agreement shall be deemed to constitute any party as the agent, partner or joint venture of another party.

20. Further assurances

1. A party shall take all such steps, execute all such documents and do all such acts and things as may be reasonably required by another party to give effect to any of the transactions contemplated by this Agreement.

21. Non-waiver

1. Other than as specified in this Agreement, neither the failure of a party to enforce at any time any of the provisions of this Agreement nor the granting of any time or other indulgence shall be construed as a waiver of that provision or of the right of that party thereafter to enforce that or any other provision.

22. Governing law

1. This Agreement will be governed by the laws in force in the Republic of South Africa and each party unconditionally submits to the jurisdiction of the court of the Republic of South Africa in relation to any legal action, suit or proceedings arising out of or with respect to this Agreement.
2. With reference to

23. Notices

1. You choose your *domicilium citandi et executandi* ("**domicilium**") for the purposes of giving any notice serving any legal process and for any other purpose arising from this Agreement at your addresses, e-mail and telefax numbers as set out in your application for registration on the Makers Mart Website. Any notice to be served by either party to the other must be in writing and will be sent by hand delivery, registered post or email to the relevant party to this Agreement at its respective address as specified on the application for registration on the Makers Mart Website and, in the case of Makers Mart, at the aforementioned address and in the case of mail will be deemed to have been served three (3) business days after posting. In the case of an email, it will be deemed to have been served on receipt of a successful transmission notice. If a notice is served by hand and proof thereof is made available, the notice will then be deemed to be delivered on the actual date and time of delivery.