Buy That Horse

Buy That Horse – Horse Auction Terms & Conditions

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Animal Welfare Policy
Buy That Horse is committed to responsible horse ownership and will report a sick Horse or Horse in compromised condition to the relevant Horse Welfare Organisations with all the details of the
Owner including the address where the Horse is stabled.

Horses may not be sold through the platform if intended for:

a) Bush racing/Racing
b) Slaughter
c) Known abusive environments
d) Individuals previously convicted of animal cruelty

Buy That Horse reserves the right to refuse a sale if welfare concerns arise.

The Seller and Buyer agree that a home check may be conducted prior to and after the sale of the Horse. The Buyer further agrees to permit reasonable follow-up welfare inspections and to provide reasonable updates regarding the condition and wellbeing of the Horse when requested.

2. Buyers Registration Agreement
By registering as a Buyer on the Buy That Horse website, you agree to the following terms and conditions.

To participate in auctions hosted by Buy That Horse, all buyers must complete the registration process and provide accurate and truthful information.

By registering, the Buyer confirms that:
a) All information provided is accurate and complete.
b) They are 18 years or older.
d) They have the legal capacity to enter into a binding contract.

Buy That Horse reserves the right to approve, reject, or cancel buyer registrations at its sole discretion.

3. Horse Agents

Any person acting as a Horse Agent on behalf of the legal Owner of a Horse shall agree to the following terms and conditions:

3.1 Authorisation of Agent
If listing a Horse for sale as an authorised Agent on behalf of the legal Owner, the Agent shall ensure that the Owner has completed and signed an Authorisation of Agent Form and the Seller Contract. The form and contract must be submitted to buythathorsesa@gmail.com prior to the Horse being listed for auction, together with a copy of the Owner's identification document, the Agent's identification document, and any additional documentation reasonably required by Buy That Horse.

3.2 Proof of Authority
The Agent may be required, prior to participating in the Sale, to establish to the satisfaction of Buy That Horse that they are duly authorised to act on behalf of the Owner and must provide any documentation requested by Buy That Horse to substantiate such authority.

3.3 Liability of the Agent
The Agent shall be jointly and severally liable to Buy That Horse for the timeous fulfilment of all obligations of the Owner in terms of these Conditions of Sale.

3.4 Responsibility for Auction Costs
The Agent shall be responsible for all costs associated with placing the Horse in the auction, including but not limited to the administration fee and the sales levy of ten percent (10%) payable to Buy That Horse.

3.5 Agent Commission
The Horse Agent may add a commission of up to ten percent (10%) to the Owner's reserve price in order to cover the Agent's expenses and commission. This commission must be incorporated into the reserve price submitted to Buy That Horse.

A Horse Agent Declaration Form must be completed and submitted to buythathorsesa@gmail.com prior to the Horse being listed.

3.6 Payment of Agent Commission
The Horse Agent shall receive their commission separately from the Owner prior to the Horse being collected by the successful Bidder.

3.7 One Agent per Horse
Only one Horse Agent may represent a Horse listed in the auction.

3.8 Deductions from Final Sale Price
Upon a successful sale, the ten percent (10%) sales levy payable to Buy That Horse and the ten percent (10%) commission payable to the Horse Agent shall be deducted from the final winning bid before the remaining balance is paid to the Owner of the Horse.

3.9 Acceptance of Agents
Buy That Horse reserves the right to accept or reject any Horse Agent at its sole discretion. Only reputable and approved Horse Agents over the age of 18 years will be permitted to participate in the auction.

4. Liability and Indemnity Clause
All persons attending the auction website, viewing properties, handling horses, riding horses, loading, transporting, or participating in any activity related to the auction do so entirely at their own risk.

The Auctioneer, Seller, Organisers, Employees, Agents, Contractors, and Property Owners shall not be liable for:

a) Injury, illness, or death to any person
b) Loss or damage to property or vehicles
c) Veterinary costs arising from pre- or post-sale incidents
d) Any indirect, consequential, or special damages
e) Injury or death caused by the horse post-sale
f) Transport incidents
g) Stable yard incidents
h) Third-party claims relating to the horse

The Horse
5.1 Horse Risk Disclosure
The Buyer acknowledges and accepts that:

a) Horses are live animals and inherently unpredictable
b) Horses may buck, kick, bite, rear, bolt, shy, or behave unexpectedly
c) No warranty is given regarding future soundness, temperament, or performance

5.2 Horse Bidding Price
5.2.1 Buy That Horse Bidding Structure
The minimum starting price that will be accepted for any Horse at the Sale on Buy That Horse Online Auction will be as follows;

a) Horses: R10000-00 (Ten-Thousand-Rand- Only)
b) Donkeys: R3500-00 (Three-Thousand-Five-Hundred-Rand-Only)
c) Mules: R4500-00 (Four-Thousand-Five-Hundred-Rand-Only)

5.3 Age Eligibility of the Horse
No foals under the age of one (1) year shall be eligible for listing or sale on the online auction platform or market place. Furthermore, horses exceeding sixteen (16) years shall not be accepted for listing or sale on the platform.

5.4 Mare Tested In Foal
Any mare sold and represented as “Tested In Foal” may, at the Purchaser’s request, be examined by a qualified veterinarian at the place of purchase within seventy-two (72) hours of the time of sale, at the sole cost and expense of the Purchaser. Should such veterinary examination determine that the mare is not in foal, the Purchaser shall be entitled to cancel the sale and return the mare to the Seller.

Should a sale be cancelled in accordance with these Terms and Conditions, the Seller shall refund the Purchaser the purchase price paid for the horse. Any administration fees, buyer’s premiums, commissions, platform fees, or other charges payable to Buy That Horse shall remain due and payable and shall not be refunded.

5.5 Pre-Purchase Responsibility
a) Buyers are encouraged to conduct independent veterinary examinations 2 days or more prior to bidding
b) Once the auction time runs out on the website, risk passes immediately to the Buyer
c) The Auctioneer and Seller are not responsible for any condition discovered after sale unless fraud can be proved

5.6 Horse Condition and Seller Disclosure Policy
Sellers must provide honest and complete disclosure about the Horse.

This includes but is not limited to:
a) Age
b) Breed
c) Correctly Measured Height
d) Training level
e) Medical history
f) Vices
g) Injuries or past surgeries
h) Behavioural issues
i) Scars or defects

5.7 Seller Responsibility for Accuracy
Seller's listing horses on the Buy That Horse platform is solely responsible for ensuring that all information provided about the horse is accurate, truthful, and complete to the best of their knowledge.

This includes, but is not limited to:

a) Full history
b) Age
c) Breed
d) Height
e) Pedigree
f) Training Level
g) Competition history
h) Temperament
i) Soundness
j) Full medical history
k) Injuries or surgeries
l) Behavioural issues or any vices
m) Scars, defects or abnormalities

Any known behavioural issues, vices, injuries, medical conditions, soundness concerns, previous surgeries, or other material defects relating to the Horse must be fully and honestly disclosed by the Seller at the time of listing and prior to sale.

Failure to disclose any known issue may result in the Horse being removed from the platform, suspension or banning of the Seller from the platform, cancellation of the sale, and/or potential legal action where applicable.

Buy That Horse acts solely as a marketing and advertising platform and does not independently verify, guarantee, or warrant the accuracy of information, representations, or disclosures provided by Sellers.

5.8 Misleading Representation
Sellers must not provide false, misleading, exaggerated, or incomplete information regarding any horse listed on the platform.

This includes:
Providing altered or misleading old photos or videos – photos and videos need to be recent and not altered using AI, filters or any designing programmes
The Seller warrants that the Horse shall not be sedated, excessively lunged, or administered any prohibited, illegal,

performance-altering, calming, or masking drugs or substances for the purpose of concealing any behavioural issues, vices, soundness concerns, medical conditions, or temperament-related issues whilst in the Seller's care, during any viewings, demonstrations, trial rides, vettings, transport, or after the Horse has been sold pending collection by the Buyer.
Misrepresenting the Horse's age, breeding, bloodlines, passport, registration status, ownership, microchip details, or competition record
Failing to disclose any previous or current injuries, surgeries, lameness issues, chronic conditions, or veterinary treatments known to the Seller
Misrepresenting the Horse's suitability for a specific rider level, discipline, age group, or intended purpose
Failing to disclose dangerous behaviours or stable vices including, but not limited to, bucking, bolting, rearing, biting, kicking, weaving, crib-biting, box walking, mounting difficulties, loading issues, or aggressive behaviour toward humans or other animals
Misrepresenting the Horse's competition experience, qualifications, grading, earnings, temperament, or performance history
Using misleading descriptions such as "bombproof," "child-safe," "novice-friendly," or similar terminology where such claims cannot reasonably be substantiated
Failing to disclose whether the Horse requires ongoing medication, maintenance treatments, corrective shoeing, specialist management, sedation for routine procedures, or long-term veterinary care
Providing edited, outdated, staged, or selective media content intended to intentionally misrepresent the Horse's current condition, behaviour, movement, temperament, or level of schooling
Preventing or discouraging a prospective Buyer from arranging an independent veterinary examination, trial ride, inspection, or suitability assessment
Misrepresenting the Horse as sound, healthy, or fit for purpose where the Seller is aware of any issue that may materially affect the Horse's welfare, usability, value, or suitability
Failing to disclose if the Horse has previously been returned, involved in disputes, or sold under materially different representations
Advertising or presenting a Horse that is not legally owned by the Seller or where the Seller does not have lawful authority to market or sell the Horse

5.9 Buyer Responsibility Policy
Buyers are strongly encouraged to:
Arrange a pre-purchase veterinary examination no later than 4 days before the auction date
Review all available information and videos
Ask the seller questions before bidding
Appoint a Client Representative through Buy That Horse to go and view the Horse in person if you cannot go

5.10 Transfer of Risk
Ownership and risk transfer to the Buyer immediately upon the fall of the hammer.

The Buyer assumes full responsibility for:
Veterinarian Bills
Injury or death to/or the Horse
Illness post-sale
Transport cost and arrangements
Insuring the Horse with immediate effect

Neither the Seller nor Buy That Horse shall be liable for any loss, injury, illness, behavioural change, diminished performance, accident, or death occurring after transfer of ownership and risk to the Buyer.

5.11 Transport
All transport arrangements, transport costs, passports, insurance, and associated risks shall be the responsibility of the Buyer

unless the Seller has expressly agreed to provide transport, or the Buyer has appointed Buy That Horse to coordinate and manage the transport and travel arrangements on the Buyer's behalf.

Buy That Horse accepts no liability for:

Transport injuries, illness, stress, or death occurring before, during, or after transport
Transport delays, cancellations, route changes, border delays, or scheduling disruptions
Transport disputes between the Buyer, Seller, and/or third-party transport providers
Transport costs, fuel surcharges, overnight stabling, quarantine costs, toll fees, permits, or additional travel expenses
Insurance cover, mortality cover, transit insurance, or any uninsured losses relating to the Horse during transport
Loss, theft, escape, or damage occurring during loading, transport, unloading, or temporary stabling
Any injury or damage caused by the Horse to persons, vehicles, trailers, property, or other animals during transport
The conduct, negligence, actions, omissions, licensing, or suitability of third-party transport providers
Mechanical failures, vehicle breakdowns, accidents, road conditions, weather conditions, or unforeseen travel interruptions
Sedation, medication, feeding, hydration, handling, or management decisions made during transport
Delays in collection or delivery caused by the Buyer, Seller, transporter, authorities, veterinary requirements, or circumstances beyond reasonable control
The Horse's behaviour, stress response, condition, or suitability for transport
Any veterinary expenses, emergency treatment costs, or hospitalisation arising during or after transport
Any claims for consequential loss, emotional distress, loss of opportunity, competition losses, or financial damages arising from transport arrangements

Where Buy That Horse assists in arranging transport, it acts solely as a facilitator between the parties and/or third-party transport providers and does not operate as a licensed transport carrier unless expressly stated otherwise in writing.

5.12 Veterinary and Health Responsibility
Buy That Horse acts solely as an advertising and marketing platform and does not provide any warranty or guarantee regarding the current or future health, soundness, suitability, temperament, behaviour, rideability, or performance of any Horse listed on the platform.

Buy That Horse does not guarantee:

The current or future health, condition, or soundness of the Horse
The Horse's suitability for any particular discipline, rider, level of experience, purpose, or intended use
The behaviour, temperament, rideability, manageability, or compatibility of the Horse
The future performance, trainability, competition success, or development of the Horse
That the Horse will remain free from illness, injury, lameness, disease, behavioural issues, or medical conditions following the sale

The Buyer acknowledges and accepts that horses are living animals with inherent risks and unpredictable behaviours, and that a Horse's condition, soundness, temperament, performance, and health may change over time due to factors including, but not limited to, age, management, feeding, transport, training, environment, rider influence, stress, illness, injury, and general use. Buyers are strongly encouraged to obtain an independent pre-purchase veterinary examination and conduct all necessary inspections, enquiries, and due diligence prior to placing a bid or concluding a purchase.

5.13 Transfer of Ownership
Ownership and risk transfer to the buyer once:

a) Full payment has been received within 24 hours of the winning bid, and
b) The horse has been released to the Buyer or their Agent.

Transport arrangements and costs are the responsibility of the Buyer.

5.14 Collection and Stabling of the Horse After the Auction
5.14.1 Collection Period
The Buyer shall be required to collect the Horse within two (2) days of the conclusion of the sale, unless otherwise agreed in writing between the parties. Should the Horse remain at the Seller's premises beyond this period, the Buyer shall be fully responsible for all additional livery, stabling, feeding, handling, veterinary, transport, and any other associated costs incurred until collection of the Horse.

5.14.2 Stabling Costs
Stabling costs while in the care of the Seller will be charged as follows if the Horse is not fetched within the first two (2) days to allow for transport arrangements, thereafter it will be charged as follows;

Horse – R300 per day
Thoroughbred Horse Racing Trainers Stabling for Horses on the track – R400 per day
Pony (14.3hh or less) – R200 per day
Donkey – R180 per day
Mule – R200 per day

Where the Horse remains at the Seller's premises beyond the agreed collection period, it shall be the responsibility of the Seller to ensure that all outstanding stabling, livery, feeding, handling, veterinary, and associated costs are settled by the Buyer prior to the Horse being collected or released. Any disputes arising in relation to such costs or arrangements shall be resolved directly between the Buyer and Seller, and Buy That Horse shall bear no liability in respect thereof.

Buyers Located in Another Province
Buyers residing outside the province in which the Horse is located, but within the Republic of South Africa, shall be permitted a maximum period of seven (7) days from the conclusion of the sale to arrange collection of the Horse. Unless otherwise agreed in writing, stabling, livery, feeding, handling, and associated care costs shall become payable by the Buyer from the third (3rd) day following the conclusion of the sale until the Horse is collected.

International Buyers
Buyers residing outside the province in which the Horse is located, but within the Republic of South Africa, shall be permitted a maximum period of seven (7) days from the conclusion of the sale to arrange collection of the Horse.

Unless otherwise agreed in writing, stabling, livery, feeding, handling, and associated care costs shall become payable by the Buyer from the third (3rd) day following the conclusion of the sale until the Horse is collected.

5.14.5 Alternative Stabling Arrangements
If the Buyer fails to collect the Horse within the specified timeframes and the Seller is unable or unwilling to continue providing stabling, the Buyer shall be responsible for arranging alternative stabling and transport at their own cost and risk.

5.15 Horse Liability Disclaimer
Buy That Horse acts solely as an online advertising and auction platform facilitating introductions and transactions between Buyers and Sellers. Buy That Horse does not take ownership, possession, custody, or control of any Horse listed on the platform unless expressly agreed otherwise in writing.

Buy That Horse shall not be held liable for, including but not limited to:

Any misrepresentation, omission, inaccurate disclosure, or false information provided by Sellers
Any veterinary, medical, soundness, health, genetic, or breeding-related conditions affecting the Horse
Any behavioural issues, temperament concerns, stable vices, rideability issues, or suitability concerns relating to the Horse
Any transport-related incidents, delays, injuries, disputes, losses, damages, or costs
Any financial disputes, payment defaults, contractual disputes, refunds, or disagreements between Buyers and Sellers
Any injury, illness, loss, theft, escape, deterioration, or death of the Horse before, during, or after the sale
Any damages, losses, claims, costs, or liabilities arising directly or indirectly from the sale, purchase, transport, handling, ownership, management, or use of the Horse

All users participate in auctions, sales, viewings, inspections, transport arrangements, and related transactions entirely at their own risk.

Buyer Due Diligence
The Buyer acknowledges and accepts that horses are living animals with inherent risks and unpredictable behaviours, and that a Horse's soundness, health, temperament, suitability, and performance may change over time due to factors including, but not limited to, age, management, training, transport, environment, rider influence, injury, illness, stress, and general use.

The Buyer is strongly encouraged to conduct all appropriate enquiries, inspections, and due diligence prior to placing a bid or concluding a purchase, including but not limited to:

Personally viewing and assessing the Horse where reasonably possible
Reviewing all photographs, videos, disclosures, veterinary records, competition records, and information made available
Asking the Seller any questions relating to the Horse's health, soundness, temperament, behaviour, suitability, maintenance, management, and history
Arranging an independent pre-purchase veterinary examination, inspection, or suitability assessment prior to bidding on or purchasing the Horse
Obtaining independent professional advice from veterinarians, trainers, coaches, behaviourists, farriers, or other equine professionals where deemed necessary by the Buyer

The Buyer acknowledges that any decision to place a bid or purchase a Horse is made entirely at the Buyer's own discretion, risk, and satisfaction.

Pre-Purchase Veterinary Examination (Vetting) Clause
The Buyer shall be entitled, at the Buyer's own cost and responsibility, to arrange a pre-purchase veterinary examination of the Horse at the premises where the Horse is currently stabled, provided that such examination is conducted no later than two (2) days prior to the commencement of the auction.

Such veterinary examination may include, but shall not be limited to, a general clinical examination, ridden soundness assessment, flexion tests, blood testing, radiographs (x-rays), ultrasound scans, and any other reasonable diagnostic procedures agreed to by the Seller.

Under no circumstances shall the Horse be removed from the Seller's premises for the purposes of a veterinary examination prior to the auction, in order to minimise unnecessary stress, disruption, transport-related risks, or potential injury to the Horse.

All arrangements relating to the veterinary examination, including scheduling, veterinary costs, specialist fees, transport of

veterinary equipment, and any associated expenses, shall be the sole responsibility of the Buyer.

5.17.1 Copy of the Vetting
Should the veterinary examination reveal any material health, soundness, or medical condition that may substantially affect the Horse's value, suitability, or sale price, the prospective Buyer shall provide Buy That Horse with a copy of the relevant veterinary findings within twenty-four (24) hours of receipt from the attending veterinarian and prior to the commencement of the auction, at no cost to Buy That Horse.

5.17.2 Timing of Vetting
Where a prospective Buyer wishes to conduct a pre-purchase veterinary examination prior to placing a bid in the auction, such examination must be completed no later than two (2) days prior to the scheduled closing of the auction.

Should the prospective Buyer fail to arrange and complete the veterinary examination within the prescribed timeframe, the Buyer shall be deemed to have voluntarily waived the right to conduct a pre-purchase veterinary examination prior to bidding or concluding the purchase.

5.17.3 Independent Veterinarian
All pre-purchase veterinary examinations and related assessments shall be conducted by a suitably qualified, licensed, and registered veterinarian in accordance with the applicable laws and professional regulations of the Republic of South Africa.

The appointed veterinarian must act independently and impartially and shall not have any relationship, interest, involvement, or affiliation with the Buyer, Seller, or Buy That Horse that may reasonably give rise to an actual or perceived conflict of interest.

5.17.4 Outcome of Vetting
The purpose of a pre-purchase veterinary examination is to assist the prospective Buyer in assessing whether the Horse is suitable for the Buyer's intended use, discipline, requirements, and expectations.

The Buyer acknowledges that veterinary findings, opinions, and recommendations may vary between veterinarians and are based on the independent professional judgement of the attending veterinarian at the time of examination.

A Horse failing or not meeting the requirements of a veterinary examination for a particular Buyer's intended purpose shall not constitute misrepresentation, defect, or wrongdoing on the part of the Seller, nor shall it prevent other prospective Buyers from bidding on or purchasing the Horse.

5.17.5 Disputes Arising from Vetting
In the event of any dispute, disagreement, or differing opinion relating to veterinary findings or assessments, the parties may mutually agree to obtain a second opinion from an independent qualified veterinarian.
Any costs, fees, diagnostic procedures, specialist consultations, or additional veterinary examinations arising from such request shall be borne solely by the party requesting the additional assessment, unless otherwise agreed in writing between the parties.

Buy That Horse acts solely as an online advertising and auction platform and shall not act as a veterinary authority, medical adjudicator, or expert witness, nor shall it determine, guarantee, or certify the health, soundness, medical condition, or suitability of any Horse.

5.17.6 Refundable Bidder Deposit Requirements
In order to participate in bidding on the Buy That Horse platform, all Bidders shall be required to pay a refundable Bidder Deposit prior to receiving bidding approval and access to the Auction.

The applicable refundable Bidder Deposits are as follows:

Horses Under R100k: R5,000 refundable Bidder Deposit per approved bidding account
Horses R100k – R250k: R10,000 refundable Bidder Deposit per approved bidding account
Horses R250k+: R25,000 refundable Bidder Deposit per approved bidding account
Donkeys and Mules: R1,000 refundable Bidder Deposit per approved bidding account

Buy That Horse reserves the right to withhold, refund, apply, or forfeit any Bidder Deposit in accordance with the Terms and Conditions of the platform, including but not limited to cases involving non-payment, fraudulent bidding, breach of contract, misconduct, chargebacks, or failure to complete a successful purchase.

6. Consumer Protection Act and Horse Auctions (South Africa)
Code of Conduct
Buy That Horse shall use reasonable efforts to facilitate a professional, transparent, and structured auction process, including:

Transparent bidding procedures
Advertising and marketing based on information and disclosures provided by the Seller
Reasonable disclosure of known information provided to the platform
Clearly communicated auction rules, terms, and conditions

All Horses are sold voetstoots (“as is”) with all patent and latent defects, subject to applicable law and any disclosures expressly made by the Seller prior to the sale.

The Buyer acknowledges and agrees that the Horse is purchased in its existing condition and that the Buyer accepts all risks associated with the purchase, ownership, handling, transport, management, use, soundness, health, temperament, behaviour, and future performance of the Horse.

To the fullest extent permitted by applicable law, and specifically in circumstances where the transaction constitutes a valid auction transaction as contemplated in the Consumer Protection Act 68 of 2008 (“CPA”), the Buyer acknowledges that the implied warranty provisions contained in sections 55 and 56 of the CPA may not apply to the transaction.

This auction is conducted in accordance with the applicable provisions of the Consumer Protection Act 68 of 2008 and all Horses are sold subject to the auction rules and Terms and Conditions of Buy That Horse.

The Buyer is solely responsible for satisfying themselves, within the permitted timeframes, as to the condition, soundness, health, temperament, suitability, and overall desirability of any Horse prior to placing a bid or concluding a purchase.

Any known defects, conditions, disclosures, or material information provided by the Seller to Buy That Horse shall, where reasonably possible, be disclosed or announced prior to the sale.

The Buyer acknowledges that the Consumer Protection Act does not provide protection against poor judgement, unsuitable purchasing decisions, or a Buyer’s failure to conduct proper due diligence prior to bidding.

Accordingly, Buyers are strongly encouraged to:

Personally inspect and assess the Horse where reasonably possible
Ask the Seller all relevant questions prior to bidding
Arrange independent pre-purchase veterinary examinations, inspections, or suitability assessments within the prescribed

timeframes
Obtain independent professional advice where necessary prior to concluding the purchase

Cooling Off Period
In accordance with the applicable provisions of the Consumer Protection Act 68 of 2008, auction sales generally do not provide for a cooling-off period. Upon the fall of the hammer, or upon confirmation of the successful bid, a legally binding and enforceable agreement of sale shall immediately come into existence between the Buyer and Seller. The successful Buyer shall thereafter be obligated to comply with all applicable auction rules, payment obligations, collection requirements, and Terms and Conditions governing the sale.

Auctions Can Be “With Reserve” or “Without Reserve”
Auction With Reserve
The Seller may determine and set a confidential reserve price or minimum acceptable selling price for the Horse
The Auctioneer reserves the right to refuse, reject, or decline any bid that does not meet the reserve price or is considered unreasonable at the Auctioneer’s sole discretion
No binding sale shall come into effect unless and until the reserve price has been met or accepted by the Seller

7.2 Auction Without Reserve
Subject to any applicable reserve price, the Horse shall be sold to the highest accepted bidder upon the conclusion of the auction.
Once bidding has commenced, the Auctioneer and/or Seller shall not be entitled to withdraw the Horse from the auction without lawful cause or as otherwise permitted in terms of the applicable auction rules and legislation.

8. Terms of Use of the Website
8. 1. Website Use
Buy That Horse maintains and operates this website for the purpose of providing information, data, marketing content, advertisements, and audio-visual material relating to horses, equestrian services, and associated auction activities. Access to and use of this website is intended solely for lawful, private, and non-commercial purposes by individuals authorised by Buy That Horse (“Authorised Users”).

By accessing, visiting, browsing, registering on, or otherwise using this website or any part thereof, you acknowledge and confirm that you have read, understood, and agreed to be bound by these Terms of Use, together with any applicable policies, rules, notices, and conditions published by Buy That Horse from time to time.

8.2. Use of Website Material
You agree to access, use, interact with, and utilise all content, information, data, materials, media, services, features, functionalities, and resources made available on or through this website (collectively referred to as “the Material”) strictly in accordance with all applicable laws, regulations, rules, policies, and these Terms of Use.

8.3 You may not, without the prior written consent of Buy That Horse:
Archive, store, download (other than temporary caching incidental to lawful personal use), reproduce, duplicate, copy, distribute, transmit, modify, adapt, display, perform, publish, licence, commercialise, exploit, reverse engineer, or create derivative works from any part of the Material
Offer, market, sell, sublicence, disseminate, or otherwise utilise the Material for any commercial, competitive, unlawful, or unauthorised purpose other than the limited personal use expressly permitted in terms of these Terms of Use.

8.4 You further agree not to:
Circumvent, disable, bypass, remove, interfere with, alter, compromise, or otherwise undermine any security measures, access

controls, content protection mechanisms, technological safeguards, or protective features implemented on or within the website
Upload, introduce, transmit, install, or distribute any code, software, application, script, virus, malware, device, or other material intended to disrupt, manipulate, damage, interfere with, impair, or gain unauthorised access to the website, its systems, functionality, or any Material displayed thereon
Utilise any automated or manual process, including but not limited to data mining, data harvesting, scraping, crawling, extraction tools, bots, spiders, indexing software, or similar technologies, to access, obtain, copy, monitor, extract, compile, or reproduce any information, data, or Material from the website without the prior written consent of Buy That Horse

8.5 Commercial Use Prohibited
Users are strictly prohibited from using, reproducing, displaying, publishing, distributing, transmitting, commercialising, exploiting, disseminating, or otherwise making available any part of the Material for any commercial, competitive, or unauthorised purpose, or from providing access to the Material to any third party whatsoever, without the prior express written consent of Buy That Horse.

8.6 Accuracy of Information
Buy That Horse shall use reasonable efforts to ensure that all Material published, displayed, or made available on this website is accurate, lawful, current, and presented in good faith.

Notwithstanding such efforts, the Material may from time to time contain inaccuracies, omissions, typographical errors, outdated information, or content supplied by third parties over which Buy That Horse has limited control.

Accordingly, Buy That Horse makes no representations or warranties, whether express or implied, regarding the accuracy, completeness, reliability, legality, suitability, or currency of any Material appearing on the website and accepts no liability whatsoever for any inaccuracies, omissions, errors, misstatements, unlawful content, or reliance placed upon such Material by any user or third party.

8.7 Disclaimer of Warranties
All Material made available on this website is provided on an “as is” and “as available” basis, without any representation, warranty, guarantee, or condition of any nature whatsoever, whether express, implied, statutory, or otherwise.

Buy That Horse expressly disclaims all warranties and representations relating to the website and the Material made available thereon, including but not limited to any warranties relating to accuracy, completeness, reliability, legality, suitability, availability, accessibility, timeliness, quality, merchantability, fitness for a particular purpose, title, compatibility, security, uninterrupted operation, or non-infringement of third-party rights.

8.8 Limitation of Liability
To the fullest extent permitted by applicable law, Buy That Horse shall not be liable for any loss, damage, claim, liability, expense, or harm of whatsoever nature, whether direct, indirect, incidental, special, punitive, or consequential, including but not limited to loss of profits, loss of income, loss of business, loss of opportunity, reputational damage, or data loss, arising from or in connection with:

Access to, use of, inability to use, or reliance upon this website or any part thereof
The use of, reliance upon, interpretation of, or inability to access any Material made available on the website
The operation, availability, functionality, interruption, delay, suspension, inaccuracy, malfunction, or performance of the website or any associated systems, software, services, or features

8.9 Amendments
Buy That Horse reserves the right, at its sole discretion, to amend, modify, update, replace, or remove any part of these Terms

of Use at any time without prior notice. Any such amendments or updates shall become effective immediately upon publication on the website.

Continued access to or use of the website following the publication of any amended Terms of Use shall constitute the user's acknowledgment, acceptance, and agreement to be bound by the revised Terms of Use.

8.10 Intellectual Property, Copyright, and Prohibited Use

All content, intellectual property, proprietary information, systems, concepts, branding, business methods, marketing material, templates, contracts, agreements, policies, definitions, educational material, workshops, correspondence, emails, written content, graphics, charts, logos, photographs, videos, audio-visual material, advertisements, designs, databases, software, website functionality, and all other material of whatsoever nature appearing on, created by, used by, or associated with Buy That Horse (collectively referred to as the "Material") are and shall remain the exclusive intellectual property of Buy That Horse and are protected under applicable copyright, trademark, intellectual property, and common law protections.

Any unauthorised copying, reproduction, duplication, imitation, downloading, screenshotting, recording, storing, publishing, distributing, modifying, adapting, translating, reverse engineering, transmitting, displaying, selling, sharing, exploiting, or use of any Material, whether in whole or in part, in any form whatsoever, is strictly prohibited without the prior written consent of Buy That Horse.

This prohibition applies expressly to, but is not limited to:

Photographs and videos
Advertisements and listings
Contracts, agreements, policies, and legal documentation
Definitions, wording, concepts, business methods, and ideas
Educational content, workshops, and training material
Emails, correspondence, templates, and communication formats
Website layouts, branding, graphics, charts, and marketing material
Auction systems, procedures, structures, and operational methods

Any infringement, misuse, imitation, unauthorised reproduction, or misappropriation of the Material shall constitute a material violation of these Terms and may result in immediate legal action being instituted against the offending party, including but not limited to claims for damages, loss of income, interdictory relief, legal costs on the attorney-and-client scale, and any other remedies available in law.

Buy That Horse expressly reserves all intellectual property rights and shall fully enforce such rights permitted by law.

9. Auction Terms and Bidding Policy

9.1 Binding Bids

All bids placed during an auction constitute legally binding and irrevocable offers to purchase the Horse at the amount bid, subject to the applicable auction rules and any reserve price where applicable. Upon being declared the successful bidder, the Buyer shall be legally obligated to complete the purchase in accordance with the auction Terms and Conditions, including all payment and collection obligations.

9.2 Auction Closing

Subject to any applicable reserve price being met or exceeded, the highest valid bid recorded at the official closing time of the auction shall be declared the successful and winning bid.

9.3 Anti-Sniping Rule
Should a valid bid be placed within the final minutes prior to the scheduled closing time of the auction, Buy That Horse reserves the right to extend the auction period for such additional time as may be deemed necessary to facilitate fair and competitive bidding.

9.4 Payment Terms
Successful Buyers shall be required to make full payment of the purchase price within forty-eight (48) hours of the conclusion of the auction, unless otherwise agreed in writing by the parties and/or Buy That Horse. Failure to make payment within the prescribed timeframe may, at the sole discretion of Buy That Horse and/or the Seller, result in:

Cancellation of the sale
Suspension or permanent termination of the Buyer's account and access to the platform
The Horse being re-listed or sold to another purchaser
Forfeiture of any deposit or amounts already paid, where applicable
Legal proceedings being instituted for recovery of damages, losses, outstanding amounts, legal costs, and any other remedies available in law

10. Charges and Fees Policy
Buy That Horse shall charge the following fees in respect of listings and successful sales conducted through the platform:

A non-refundable Listing and Administration Fee of R599.00 per Horse, Pony, Donkey, or Mule listed on the platform
A Sales Commission Levy equal to ten percent (10%) of the final successful selling price on each completed sale

The applicable sales commission shall be deducted from the final winning bid amount prior to payment of the remaining balance to the Seller. Buy That Horse may, from time to time, offer additional premium, specialised, marketing, concierge, transport coordination, or value-added service packages subject to separate terms, pricing, and written agreement.

All payments shall be made strictly through the approved payment methods and payment channels authorised by Buy That Horse. Buy That Horse reserves the right to reject, reverse, suspend, or delay any transaction that does not comply with its payment procedures, fraud prevention measures, or verification requirements. By registering on the platform or placing a bid, all users warrant and confirm that they are at least twenty-one (21) years of age and legally competent to enter into binding agreements in accordance with the laws of the Republic of South Africa

11. Penalty Levy on Withdrawals
Should a Horse enter into the auction be withdrawn prior to the commencement or conclusion of the sale without the submission of a satisfactory veterinary certificate confirming that the Horse is unfit for sale due to illness, injury, or a material veterinary condition, a penalty levy shall become immediately due and payable to Buy That Horse.

Such penalty levy shall be calculated at ten percent (10%) of the reserve price or agreed entry value at which the Horse was entered into the auction. Any veterinary certificate relied upon in support of such withdrawal must be submitted to Buy That Horse prior to the commencement of the auction and shall be subject to review and acceptance by Buy That Horse in its sole discretion.

In addition, a commission levy equal to ten percent (10%) of the reserve price or final selling price, whichever is applicable, shall remain payable to Buy That Horse should the Horse be sold, whether by public auction, private treaty, direct negotiation, or any other form of transaction, by Buy That Horse, the Seller, or any agent, representative, associate, or intermediary acting on behalf of the Seller during the period commencing from the date upon which the Horse is accepted into the auction and continuing for a period of sixty (60) days following the conclusion of the auction.

This commission levy shall remain payable irrespective of whether such sale occurs directly or indirectly because of the Horse's listing, advertising, marketing, exposure, enquiries, bidder introductions, or participation in the Buy That Horse auction platform.

12. POPIA Privacy Policy

Buy That Horse processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") and undertakes to take reasonable steps to protect the confidentiality, integrity, and security of all personal information collected through the platform.

Personal information collected by Buy That Horse may include, but is not limited to:

Full names
Contact details
Identification and verification information
Banking and payment information
Address and registration details
Auction participation and transaction records

Such personal information may be collected, processed, stored, and used for purposes including, but not limited to:

Registration and participation in auctions
Communication between Buyers, Sellers, and Buy That Horse
Verification, fraud prevention, and security purposes
Processing payments and transactions
Compliance with legal, regulatory, tax, and contractual obligations
Record-keeping, dispute resolution, and enforcement of Terms and Conditions

Buy That Horse shall not sell, unlawfully disclose, or improperly distribute personal information to third parties without the consent of the relevant data subject, except where such disclosure is reasonably necessary for the operation of the platform, transaction facilitation, payment processing, fraud prevention, professional services, or where disclosure is required by law, court order, regulatory authority, or legal process.

13. Prohibited Conduct

Users of the Buy That Horse platform shall not:

Provide false, misleading, fraudulent, inaccurate, or incomplete information
Manipulate, interfere with, disrupt, or attempt to improperly influence the auction process, bidding activity, pricing, or outcomes
Create, operate, or utilise fake, duplicate, misleading, or unauthorised accounts
Harass, threaten, intimidate, abuse, defame, or engage in inappropriate conduct toward any other user, Seller, Buyer, representative, employee, or affiliate of Buy That Horse
Attempt to bypass, circumvent, undermine, or avoid the Buy That Horse auction platform, commission structure, payment systems, procedures, or Terms and Conditions
Register for, access, or use the website if under the age of eighteen (18) years
Participate in bidding, place bids, or enter into transactions on the auction platform if under the age of twenty-one (21) years or otherwise legally incapable of entering into binding agreements

Any breach of these provisions may, at the sole discretion of Buy That Horse, result in the suspension or termination of accounts, removal from the platform, cancellation of bids or transactions, forfeiture of fees or deposits where applicable, and/or legal action being instituted against the offending party.

14. Dispute Resolution

In the event of any dispute, disagreement, claim, or controversy arising between a Buyer and Seller in connection with the auction, sale, purchase, condition, transport, ownership, or any related matter concerning a Horse, the parties shall first make reasonable efforts to resolve the dispute directly and in good faith between themselves.

Buy That Horse may, at its sole discretion, elect to facilitate communication or assist with informal mediation between the parties; however, Buy That Horse shall be under no obligation to investigate, adjudicate, determine, or resolve any dispute and shall not act as an arbitrator, legal representative, veterinary authority, or judicial body.

All disputes, claims, and legal proceedings arising from or relating to the use of the platform, the auction process, or any transaction concluded through Buy That Horse shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. The parties hereby consent to the exclusive jurisdiction of the courts of the Republic of South Africa in respect of any such dispute or legal proceedings.

15. Changes to Policies

Buy That Horse reserves the right, at its sole discretion, to amend, modify, update, replace, or remove any website policies, rules, procedures, Terms and Conditions, or related documents at any time without prior notice. Any such amendments or updates shall become effective immediately upon publication on the website, and continued use of the website or platform thereafter shall constitute acceptance of the revised policies and Terms and Conditions.

16. Payment and Account Responsibilities

16.1 Confidentiality

Users are solely responsible for maintaining the confidentiality, security, and proper use of their account credentials, login details, passwords, and access information associated with their Buy That Horse account. All bids, transactions, instructions, communications, and activities conducted through a registered account shall be deemed to have been authorised and undertaken by the registered account holder, whether such use was authorised by the account holder personally. Buy That Horse shall not be liable for any unauthorised access to, misuse of, or activity conducted through a user's account, including but not limited to unauthorised bids, transactions, losses, damages, or claims arising from the failure of the user to adequately secure their account credentials.

16.2 Binding Bids

All bids placed on the Buy That Horse platform constitute legally binding and irrevocable offers to purchase the Horse at the amount bid, subject to the applicable auction rules and any reserve price where applicable.

Where a Buyer submits the highest valid bid at the official close of the auction, and the applicable reserve price has been met or accepted, a legally binding agreement of sale shall immediately come into existence and the successful Buyer shall be obligated to complete the purchase in accordance with the Terms and Conditions of the auction.

Failure or refusal by the successful Buyer to complete the purchase may, at the sole discretion of Buy That Horse, result in:

Suspension, restriction, or permanent banning from the Buy That Horse platform

Liability for any damages, losses, commissions, administrative costs, legal costs, or other expenses incurred because of such breach

Cancellation of the sale and/or the Horse being re-listed or sold to another purchaser

Legal proceedings being instituted against the defaulting Buyer for recovery of damages and enforcement of the Buyer's obligations in law

16.3 Payment Terms

The successful Buyer shall be required to make full payment of the purchase price within forty-eight (48) hours of the official close of the auction, unless otherwise agreed in writing by the parties and/or Buy That Horse.

Failure to make payment within the prescribed timeframe may, at the sole discretion of Buy That Horse and/or the Seller, result in:

Cancellation of the sale
Suspension, restriction, or permanent removal of the Buyer's account and access to the platform
The imposition of additional penalties, administrative charges, interest, damages, or recovery costs
The Horse being re-listed or sold to another purchaser
Legal action being instituted for the recovery of outstanding amounts, damages, commissions, legal costs, and any other remedies available in law

Payment instructions and transaction details shall be provided to the successful Buyer following the conclusion of the auction.

16.4 Buyer Due Diligence
Buyers acknowledge and accept that it is their sole responsibility to conduct all appropriate enquiries, inspections, investigations, and due diligence prior to placing a bid or concluding the purchase of any Horse listed on the Buy That Horse platform.

Buyers are strongly encouraged to:

Carefully review all photographs, videos, advertisements, descriptions, disclosures, and information made available in relation to the Horse
Submit all relevant questions and obtain clarification from the Seller prior to placing a bid
Arrange an independent pre-purchase veterinary examination within the prescribed timeframe where deemed necessary by the Buyer
Personally view and assess the Horse where reasonably possible, or alternatively appoint a Horse Buyers Representative through Buy That Horse to inspect and assess the Horse on the Buyer's behalf

The Buyer acknowledges that any decision to place a bid or purchase a Horse is made entirely at the Buyer's own discretion, risk, and satisfaction.

17. Payments and Bank Details
All payments shall be made strictly into the bank account nominated and designated by Buy That Horse. The Buyer shall be required to provide valid proof of payment to Buy That Horse immediately upon completion of such payment.

Banking details:
Bank: FNB
Account type: Business Account
Account name: Gold Business Account
Account number: 63211528253
Branch code: 250655
Payment reference: Please use your name / invoice number / auction reference so we can identify your payment.
Proof of payment: Please send your POP once payment has been made to buythathorsesa@gmail.com

If the Buyer makes payment by way of a cash deposit into the aforementioned bank account, all bank charges, deposit fees, handling charges, and associated costs arising therefrom shall be borne solely by the Buyer.

No Horse shall be released, collected, delivered, or transferred to the Buyer unless and until the full purchase price and all

associated amounts owing have been received by Buy That Horse and have reflected as cleared and irrevocable funds in the nominated bank account.

18. Non-Paying Bidder Penalty Clause

18.1 Binding Nature of Bids

All bids placed on the Buy That Horse platform constitute legally binding and irrevocable offers to purchase the Horse at the amount bid, subject to the applicable auction rules and any reserve price where applicable. Where a bidder submits the highest valid bid at the official close of the auction, and the applicable reserve price has been met or accepted, the successful bidder shall immediately be deemed to have entered into a legally binding and enforceable agreement of sale for the purchase of the Horse, subject to the Terms and Conditions governing the auction.

18.2 Payment Obligation

The successful Buyer shall be required to make full payment of the purchase price for the Horse within forty eight(48) hours of the official close of the auction, unless otherwise agreed in writing by the parties and/or Buy That Horse.

Failure to complete payment within this timeframe will result in the bidder being classified as a Non-Paying Bidder.

18.3 Penalty for Non-Payment

Should a successful bidder fail, refuse, or neglect to complete the purchase in accordance with the Terms and Conditions of the auction, Buy That Horse reserves the right, at its sole discretion and without prejudice to any other rights available in law, to:

Retain and forfeit any bidder deposit paid by the defaulting bidder
Charge the defaulting bidder a penalty equal to ten percent (10%) of the final bid price or the applicable auction commission due, whichever amount is the greater
Recover any additional damages, losses, commissions, administrative costs, legal costs, storage fees, transport costs, or other expenses incurred by the Seller and/or Buy That Horse arising directly or indirectly from the failed transaction
Suspend, restrict, or permanently ban the bidder from participating on the Buy That Horse platform
Re-list the Horse for sale or conclude a sale with another purchaser without further notice to the defaulting bidder

The rights and remedies contained herein shall be cumulative and shall not limit any other rights or remedies available to Buy That Horse or the Seller in law.

18.4 Additional Remedies

In the event of non-payment, late payment, or any failure by the successful bidder to fulfil their payment obligations in accordance with the Terms and Conditions of the auction, Buy That Horse reserves the right, at its sole discretion and without prejudice to any other rights available in law, to cancel the sale, offer the Horse to the second-highest bidder, or re-list the Horse in a future auction or alternative sale process.

Buy That Horse further reserves the right to suspend, restrict, or permanently ban the defaulting bidder from accessing or participating on the platform and may institute legal proceedings to recover any outstanding amounts, damages, commissions, penalties, administrative costs, losses, or legal expenses arising directly or indirectly from the bidder’s default.

18.5 Liability for Costs

The defaulting or non-paying bidder may be held liable for all reasonable costs, losses, damages, and expenses incurred by Buy That Horse and/or the Seller as a result of the bidder’s failure to complete the purchase, including but not limited to administrative costs, marketing and advertising expenses, auction commission, storage or livery fees, recovery costs, and legal fees on the applicable legal scale where necessary.

18.6 Agreement to Terms
By registering and placing bids on the Buy That Horse platform, bidders acknowledge that they understand and accept the financial and legal consequences of placing a bid.

19. Anti-Shill Bidding Policy
19.1 Fair Bidding Principle
Buy That Horse is committed to maintaining a fair, transparent, ethical, and honest auction environment for all Buyers, Sellers, bidders, and users of the platform.

Any attempt to artificially inflate, manipulate, distort, interfere with, or influence the price, bidding activity, or outcome of an auction through fraudulent, deceptive, collusive, misleading, or dishonest bidding practices is strictly prohibited and shall constitute a material breach of the auction Terms and Conditions.

19.2 Prohibited Conduct
The following conduct is strictly prohibited on the Buy That Horse platform and shall constitute a material breach of the auction Terms and Conditions:

Sellers placing bids on their own Horses, whether directly or indirectly
Any person bidding on behalf of, in the interest of, or for the benefit of the Seller for the purpose of artificially inflating or manipulating the auction price
The creation, operation, or use of multiple accounts, fictitious accounts, or unauthorised accounts for the purpose of influencing bidding activity or auction outcomes
Arranging, encouraging, instructing, or permitting friends, family members, associates, employees, agents, or third parties to place non-genuine bids for the purpose of driving up the auction price or misleading prospective Buyers
Any collusive, deceptive, fraudulent, misleading, dishonest, or manipulative conduct intended to interfere with the fairness, transparency, integrity, or legitimate operation of the auction process
Any activity intended to create a false impression of bidding interest, market value, demand, competition, or auction activity relating to a Horse listed on the platform

Buy That Horse reserves the right, at its sole discretion, to investigate any suspected prohibited conduct and to suspend accounts, cancel bids or sales, remove listings, permanently ban users from the platform, and/or institute legal proceedings where necessary.

19.3 Monitoring and Investigation
Buy That Horse reserves the right, at its sole discretion, to monitor, review, analyse, and audit all bidding activity, user conduct, transactions, communications, and auction participation occurring on the platform for the purposes of maintaining the integrity, fairness, security, and lawful operation of the auction process. Should Buy That Horse detect or reasonably suspect any irregular, suspicious, fraudulent, collusive, manipulative, misleading, or prohibited bidding activity, Buy That Horse reserves the right to investigate such conduct and to request additional identification, verification, supporting documentation, proof of funds, or any other information deemed necessary from the parties involved. Buy That Horse further reserves the right to suspend accounts, reject bids, cancel transactions, remove listings, retain deposits where applicable, or take any other action deemed necessary pending the outcome of such investigation.

19.4 Consequences of Shill Bidding
Should Buy That Horse determine, suspect, or reasonably believe that shill bidding, bid manipulation, collusive bidding, fraudulent conduct, or any other prohibited auction activity has occurred, Buy That Horse reserves the right, at its sole discretion and without prejudice to any other rights available in law, to immediately cancel or suspend the auction, remove the Horse listing from the platform, reject or cancel bids, and suspend, restrict, or permanently ban the offending user or users from

accessing or participating on the platform.

Buy That Horse further reserves the right to withhold any seller payments, commissions, deposits, or proceeds pending investigation, to report any suspected fraudulent or unlawful conduct to the relevant authorities where applicable, and to institute legal proceedings to recover damages, losses, legal costs, and any other remedies available in law.

19.5. Auction Integrity
Buy That Horse reserves the right, at its sole discretion, to reject, invalidate, suspend, reverse, or cancel any bid, bidding activity, auction, transaction, or sale where fraudulent, collusive, misleading, suspicious, irregular, or manipulative bidding behaviour is suspected or detected, in order to protect the integrity, fairness, transparency, and lawful operation of the auction platform.

19.6 Acceptance
By registering as a Buyer, Seller, bidder, or user of the Buy That Horse platform, and by participating in any auction, bidding activity, listing, sale, or transaction conducted through the platform, all users acknowledge, accept, and agree to comply fully with this Anti-Shill Bidding Policy, together with all applicable Terms and Conditions, auction rules, and policies of Buy That Horse.

20. POPIA Compliance (Privacy)
Buy That Horse processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (“POPIA”) and undertakes to take reasonable measures to protect the confidentiality, integrity, and security of all personal information collected through the platform.

Personal information collected by Buy That Horse may include, but is not limited to:
Full names
Contact details
Identification and verification information
Banking and payment information
Auction participation and transaction records

Such personal information may be collected, processed, stored, and used strictly for purposes including:
Participation in auctions and platform activities
Communication between Buyers, Sellers, bidders, and Buy That Horse
Processing payments and transactions
Verification, fraud prevention, security, and risk management purposes
Compliance with legal, regulatory, contractual, and statutory obligations

Buy That Horse shall not sell, unlawfully disclose, or improperly distribute personal information to third parties without the consent of the relevant data subject, except where such disclosure is required for lawful transaction processing, fraud prevention, professional services, operational requirements, or where disclosure is required by law, court order, regulatory authority, or legal process.

21. Dispute Resolution
In the event of any dispute, disagreement, claim, or controversy arising between Buyers and Sellers in relation to any auction, sale, purchase, transaction, Horse, or related matter conducted through the Buy That Horse platform, the parties shall first make reasonable efforts to resolve the matter directly and in good faith between themselves. Buy That Horse may, at its sole discretion, elect to facilitate communication or assist with informal mediation between the parties; however, Buy That Horse shall be under no obligation to investigate, adjudicate, determine, or resolve any dispute and shall not act as an arbitrator, legal

representative, veterinary authority, or judicial body.

All disputes, claims, legal proceedings, and matters arising from or relating to the use of the platform, auction participation, or transactions concluded through Buy That Horse shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
The parties hereby consent to the exclusive jurisdiction of the courts of the Republic of South Africa in respect of any such dispute or legal proceedings.

22. Cookies and Website Data
The Buy That Horse website may utilise cookies, tracking technologies, analytics tools, and similar technologies for purposes including improving website functionality, enhancing user experience, maintaining platform security, analysing website performance, and facilitating the efficient operation of the platform. Such technologies may collect certain technical and usage-related information, including but not limited to:

Browser type and browser settings
Device type, operating system, and technical device information
IP address and general geographic location data
Website usage patterns, browsing activity, session information, and interaction data
Preferences, login information, and user behaviour on the platform

The information collected through cookies and similar technologies may be used for operational, analytical, security, fraud prevention, marketing, and platform improvement purposes. Users may elect to disable or restrict cookies through their browser or device settings; however, doing so may limit certain functionality, features, services, or user experience on the Buy That Horse platform.

23. Third-Party Links
The Buy That Horse website may contain links, references, advertisements, integrations, or access to third-party websites, platforms, services, applications, or external content for the convenience of users. Buy That Horse does not own, control, endorse, monitor, or assume responsibility for the content, accuracy, security, availability, privacy practices, terms, policies, services, or operations of any third-party websites or external platforms.

Accordingly, Buy That Horse shall not be liable for any loss, damage, disclosure of information, security breach, transaction, or consequence arising from a user’s access to, use of, or reliance upon any third-party website or external service. Users are strongly encouraged to review the applicable privacy policies, terms and conditions, and security practices of any third-party websites or services prior to providing personal information, conducting transactions, or interacting with such platforms.

24. Electronic Communications and Transactions Policy
24.1 Application of the Electronic Communications and Transactions Act
This website, together with all electronic communications, electronic transactions, electronic agreements, electronic signatures, electronic records, and auction activities conducted through the Buy That Horse platform, shall be governed by the provisions of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) of the Republic of South Africa.

By accessing, registering on, using, or participating in the Buy That Horse platform, users acknowledge and agree that electronic communications, electronic bids, electronic records, electronic acceptances, electronic agreements, and all electronically transmitted information shall be legally valid, binding, and enforceable to the fullest extent permitted by law. Users further acknowledge and accept that any electronic communication, confirmation, consent, bid, transaction, instruction, or agreement transmitted through the platform may constitute valid and binding legal evidence of such transaction or agreement.

24.2 Electronic Agreements

Users acknowledge and agree that the placement of any bid on the Buy That Horse platform constitutes a legally binding electronic offer in terms of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”). Users further acknowledge that the successful conclusion of an auction and acceptance of the highest valid bid creates a legally binding electronic agreement of sale between the Buyer and Seller.

Electronic registrations, electronic acceptances of Terms and Conditions, electronic communications, electronic bids, and all related electronic transactions conducted through the platform shall be legally valid, binding, and enforceable in accordance with ECTA.

Users further acknowledge and agree that no handwritten signature, physical signature, or original hard-copy document shall be required for any agreement, acceptance, bid, transaction, or obligation concluded electronically through the Buy That Horse platform to be legally valid and enforceable.

24.3 Electronic Signatures

Where a user accepts any Terms and Conditions, registers an account, submits information, places a bid, or performs any action through the Buy That Horse platform indicating acceptance or consent, such conduct may constitute an electronic signature in terms of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”). Such electronic actions, acknowledgements, acceptances, and confirmations shall be deemed to constitute the user’s valid, binding, and enforceable acceptance of the applicable contractual terms, policies, obligations, and agreements governing the use of the Buy That Horse platform.

24.4 Electronic Records

All electronic records, data, communications, and transaction information generated, transmitted, received, or stored through the Buy That Horse platform, including but not limited to user registrations, bid records, auction activity, auction results, payment confirmations, electronic communications, correspondence between users, and platform interaction data, may be stored electronically by Buy That Horse. Such electronic records shall be admissible and may be relied upon as evidence in any legal proceedings, dispute resolution process, investigation, arbitration, or regulatory matter to the fullest extent permitted in terms of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) and applicable South African law.

24.5 Communication by Electronic Means

By accessing or using the Buy That Horse platform, users consent to receiving communications, notices, disclosures, confirmations, and other correspondence electronically in connection with their use of the website, participation in auctions, transactions, registrations, and related services. Such electronic communications may include, but shall not be limited to, auction notifications, bid confirmations, transaction confirmations, invoices, payment notifications, policy updates, account notices, legal notices, customer support communications, and other operational or administrative correspondence. Users acknowledge and agree that such communications may be transmitted or made available through various electronic methods, including email, website notifications, platform alerts, SMS notifications, messaging services, or any other electronic communication channels utilised by Buy That Horse from time to time where applicable. Users further acknowledge that electronic communications shall constitute valid and effective notice for all legal, contractual, and operational purposes.

24.6 Website Availability

While Buy That Horse shall use reasonable efforts to maintain the reliability, security, accessibility, and proper functioning of the website and platform, Buy That Horse does not warrant or guarantee that the website, platform, systems, services, or electronic communications will be uninterrupted, continuously available, secure, error-free, free from defects, or free from delays or technical malfunctions at all times.

Buy That Horse shall not be liable for any loss, damage, claim, liability, expense, failed transaction, missed bid, or consequential loss arising directly or indirectly from website outages, server downtime, technical failures, software malfunctions,

cyber incidents, internet disruptions, connectivity issues, system delays, interruptions in electronic communications, power failures, or any other circumstances beyond the reasonable control of Buy That Horse.

24.7 Jurisdiction
All electronic communications, transactions, bids, agreements, auction activities, and related interactions conducted through the Buy That Horse platform shall be deemed to have been concluded within the Republic of South Africa and shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

25. Force Majeure
Buy That Horse shall not be liable for any delay, interruption, inability to perform, suspension, or failure in the performance of any obligation, service, auction activity, transaction, communication, or operational function where such delay or failure arises directly or indirectly from events, circumstances, or causes beyond the reasonable control of Buy That Horse ("Force Majeure Event").

Force Majeure Events shall include, but shall not be limited to, natural disasters and acts of God including floods, fires, storms, earthquakes, lightning, droughts, and extreme weather conditions; power failures, electrical interruptions, national grid failures, and load shedding; internet outages, telecommunications failures, network disruptions, server failures, and interruptions in electronic communications; cyberattacks, hacking incidents, ransomware attacks, viruses, data breaches, software malfunctions, and system failures; government actions, legislation, regulations, restrictions, court orders, or regulatory intervention; epidemics, pandemics, disease outbreaks, quarantines, and public health emergencies; civil unrest, riots, strikes, lockouts, labour disputes, protests, sabotage, war, armed conflict, terrorism, threats of terrorism, or national emergencies; as well as failures, delays, interruptions, or breaches caused by third-party service providers, payment processors, hosting providers, internet providers, transport providers, or any other external contractors or service suppliers.

Any other event or circumstance beyond the reasonable control of Buy That Horse which materially affects the operation of the platform or the performance of its obligations shall likewise constitute a Force Majeure Event.

25.1 Suspension of Obligations
Should a Force Majeure Event occur, Buy That Horse reserves the right to suspend, postpone, delay, interrupt, modify, or limit the performance of any of its obligations, services, auction activities, transactions, communications, or platform operations for the duration of such Force Majeure Event and for any reasonable recovery period thereafter.

Such suspension, delay, interruption, or modification may include, but shall not be limited to, delays in auction scheduling, temporary suspension or cancellation of auctions, extensions of auction closing times, interruptions or delays in communications, payment processing delays, website downtime, transactional delays, or any other operational disruption arising directly or indirectly from the Force Majeure Event.

25.2 Website and Auction Interruptions
In the event that a Force Majeure Event affects, disrupts, delays, limits, or compromises the operation, accessibility, reliability, fairness, or functionality of the website, auction system, payment systems, or platform services, Buy That Horse reserves the right, at its sole discretion, to pause, suspend, postpone, cancel, extend, restart, reschedule, or otherwise modify any auction, bidding activity, transaction, or platform operation as may be reasonably necessary.

Buy That Horse further reserves the right to extend auction closing times, restart auctions where necessary, invalidate affected bids or transactions, and take any other reasonable operational, technical, administrative, or protective measures deemed necessary to preserve fair, transparent, secure, and orderly auction conditions.

26. Fraud Prevention Policy

26.1 Commitment to Fraud Prevention

Buy That Horse is committed to maintaining a secure, transparent, trustworthy, and professionally managed online auction environment for all Buyers, Sellers, bidders, and users of the platform. Buy That Horse actively implements measures aimed at preventing fraudulent activity, identity misuse, unauthorised access, payment fraud, cybercrime, bid manipulation, deceptive conduct, and any unlawful or unethical activity which may compromise the integrity, fairness, security, or proper operation of the marketplace and auction platform.

26.2 Identity Verification

Buy That Horse reserves the right, at its sole discretion, to require Buyers, Sellers, bidders, and users to undergo identity verification and account authentication procedures prior to participating in auctions, placing bids, listing Horses, conducting transactions, or accessing certain platform services. Such verification measures may include, but shall not be limited to, the submission of identity verification documentation, confirmation of contact details, proof of address, payment verification, banking verification, bidder deposits, proof of funds, or any additional information reasonably required by Buy That Horse for security, fraud prevention, compliance, or risk management purposes. Buy That Horse further reserves the right to approve, decline, suspend, restrict, or terminate any registration, account, bid, or transaction where the identity of a user cannot be satisfactorily verified or where suspicious, misleading, fraudulent, or high-risk activity is suspected.

26.3 Monitoring of Auction Activity

Buy That Horse reserves the right, at its sole discretion, to monitor, analyse, review, record, and investigate all platform activity, bidding activity, transactions, communications, registrations, and user conduct for the purposes of detecting, preventing, investigating, and responding to suspicious, fraudulent, manipulative, unlawful, or prohibited behaviour. Such monitoring may include the identification and investigation of unusual or irregular bidding patterns, the creation or use of multiple accounts linked to the same individual or entity, bidding activity intended to manipulate auction prices or outcomes, attempts to circumvent platform rules or security measures, fraudulent payment activity, identity misuse, collusive conduct, or any other activity considered suspicious or inconsistent with the fair operation of the platform. Buy That Horse may utilise manual reviews, automated systems, data analysis tools, behavioural monitoring technologies, fraud detection systems, verification procedures, and any other reasonable security measures deemed necessary to identify, investigate, prevent, or respond to fraudulent or unlawful activity on the platform.

26.4 Prohibited Conduct

Users are strictly prohibited from engaging in any fraudulent, deceptive, dishonest, unlawful, manipulative, or unauthorised activity on the Buy That Horse platform, including but not limited to the creation or use of fake, misleading, duplicate, or unauthorised accounts; the provision of false, inaccurate, misleading, or fraudulent information; the manipulation of auctions or bidding activity through shill bidding or collusive conduct; attempted payment fraud; identity theft or impersonation of any individual or entity; and any attempt to interfere with, compromise, disrupt, circumvent, or gain unauthorised access to the platform, its systems, security measures, or operational processes.

Any such conduct shall constitute a material breach of the Terms and Conditions and may result in the immediate suspension, restriction, or permanent termination of the offending user’s account, cancellation of bids or transactions, forfeiture of deposits where applicable, and the institution of legal proceedings or reporting to the relevant authorities where necessary.

26.5 Investigation of Fraud

Should Buy That Horse suspect, detect, or reasonably believe that any fraudulent, suspicious, unlawful, deceptive, manipulative, or prohibited activity has occurred or may occur on the platform, Buy That Horse reserves the right, at its sole discretion and without prejudice to any other rights available in law, to suspend, restrict, or terminate user accounts, freeze or limit auction participation, cancel or invalidate bids, suspend or cancel auctions or transactions, and withhold funds, deposits, payments, or proceeds where reasonably necessary pending investigation. Buy That Horse further reserves the right to require any user to provide additional verification, supporting documentation, proof of identity, proof of funds, banking verification, or

any other information reasonably required for security.

26.6 Reporting Fraud
Users who become aware of, suspect, or reasonably believe that any fraudulent, unlawful, deceptive, suspicious, manipulative, or prohibited activity has occurred on the Buy That Horse platform are encouraged to report such conduct to Buy That Horse immediately.
Reports may be submitted to Buy That Horse via email at buythathorsesa@gmail.com .Buy That Horse undertakes to treat all reports seriously and reserves the right to investigate any reported conduct, request additional information or documentation, suspend accounts or transactions where necessary, and take any reasonable action deemed appropriate in order to protect the integrity, security, and lawful operation of the platform.

26.7 Legal Action
Buy That Horse reserves the right to take appropriate action against any individual or entity suspected of engaging in fraudulent, dishonest, or unlawful activity, including but not limited to:

Suspension or permanent termination of user accounts
Cancellation of bids, listings, or auctions
Recovery of financial losses, damages, or associated costs
Withholding or reversing payments where necessary
Reporting suspected fraudulent or criminal activity to the relevant law enforcement authorities or regulatory bodies

Buy That Horse further reserves the right to investigate any activity deemed suspicious or in breach of platform rules and may request additional verification or supporting documentation from users where necessary.

26.8 Limitation of Liability
While Buy That Horse takes reasonable measures to maintain a safe and secure platform and to minimise fraudulent activity, the platform cannot guarantee the prevention of all fraudulent conduct or misrepresentation by users or third parties.

Users participate in auctions and transactions at their own discretion and are encouraged to exercise caution, conduct independent due diligence, and obtain any inspections, verifications, or professional advice they deem necessary before entering into a transaction.

26.9 Acceptance
By registering for, accessing, or participating on the Buy That Horse platform, users acknowledge and agree to comply with this Fraud Prevention Policy, together with all applicable platform rules, policies, terms, and conditions. Users further agree to cooperate fully with any investigation, verification process, or request for information undertaken by Buy That Horse in relation to suspected fraudulent, dishonest, unlawful, suspicious, or prohibited activity conducted on or through the platform.

27. Auction Extension Rule (Anti-Sniping Rule)
27.1 Purpose
The Auction Extension Rule is implemented to promote a fair, transparent, and competitive bidding environment by preventing last-minute bids from unfairly determining the outcome of an auction. The rule is intended to provide all interested bidders with a reasonable opportunity to respond to late bidding activity before the auction closes.

27.2 Automatic Auction Extension
If a bid is placed within the final minutes of an auction, the auction closing time will automatically be extended. Each qualifying bid submitted during the final extension period will result in the auction being extended by an additional predetermined time from the moment the bid is successfully received and recorded on the platform. This process will continue until no further

qualifying bids are placed within the applicable extension period, at which point the auction will close automatically.

Example:
If the extension period is 2 minutes, and a bid is placed with 30 seconds remaining, the auction timer will reset to 2 minutes.

27.3 Continuous Bidding
The auction will continue to extend automatically each time a new qualifying bid is placed within the applicable extension period. The auction will only officially close once the full extension period has expired without any additional qualifying bids being submitted. This process is intended to ensure all bidders have a fair and equal opportunity to participate before the auction concludes.

27.4 Final Bid
The highest valid bid recorded at the conclusion of the final extension period will be declared the winning bid, provided that any applicable reserve price has been met or exceeded. If the reserve price has not been met, Buy That Horse reserves the right to conclude the auction without a sale or to negotiate further in accordance with the platform's policies and applicable terms and conditions.

27.5 Technical Issues
If technical issues occur during the closing period of an auction that may affect fair bidding, Buy That Horse reserves the right to extend the auction closing time, pause the auction, or restart the auction where necessary. These actions may be taken at the sole discretion of Buy That Horse to protect the integrity of the auction process and to ensure fairness for all bidders participating on the platform.

27.6 Platform Discretion
Buy That Horse reserves the right to modify the auction closing time or extension period where necessary to maintain the integrity of the auction process.

27.7 Verifying the Correct Lot No.
It is the sole responsibility of the bidder to ensure that the correct lot, horse, item, or auction listing has been selected prior to submitting a bid. Any bid submitted on the Buy That Horse platform constitutes a final, legally binding offer to purchase and may not be withdrawn, cancelled, reversed, or deleted due to bidder error, oversight, misunderstanding, accidental selection, or any other mistake made by the bidder.

27.8 Acceptance
By registering for or participating in auctions on the Buy That Horse platform, bidders acknowledge, accept, and agree to be bound by the Auction Extension Rule and understand that auction closing times may be automatically extended in accordance with the platform's auction procedures and terms and conditions.

28. Know Your Customer (KYC) Verification Policy
28.1 Purpose of KYC Verification
Buy That Horse reserves the right to implement Know Your Customer (KYC) verification procedures in order to prevent fraud and identity theft, protect buyers and sellers using the platform, maintain the integrity and security of the auction process, and comply with all applicable South African laws, regulations, and compliance requirements.

28.2 Verification Requirements
Buy That Horse may require users to complete identity verification procedures before participating in auctions, listing horses or items, placing bids, or completing transactions on the platform. Verification requirements may include the submission of a certified valid identification document, including a South African identity document or passport, contact information verification,

proof of residential address, payment method verification supported by an official letter from the bank bearing the bank's stamp, and any additional documentation reasonably required by Buy That Horse to verify a user's identity, payment details, or legitimacy of participation on the platform.

28.3 Right to Request Additional Information
Buy That Horse reserves the right to request additional verification information or supporting documentation at any time, including before, during, or after registration, bidding, listing, payment processing, or completion of a transaction, where such verification is considered necessary for security, compliance, fraud prevention, risk management, or platform integrity purposes.

28.4 Failure to Complete Verification
If a user fails, refuses, or is unable to complete any required verification procedures or provide requested documentation within the timeframe determined by Buy That Horse, the platform reserves the right to restrict or suspend the user's account, prevent the user from participating in auctions or transactions, cancel bids, listings, or transactions, and withhold access to certain platform features or services until such verification requirements have been satisfactorily completed.

28.5 Use and Protection of Verification Information
All information and documentation collected for Know Your Customer (KYC) and verification purposes will be processed, stored, and handled in accordance with the Protection of Personal Information Act, 2013 (POPIA), together with the Buy That Horse Privacy Policy and any other applicable South African data protection laws.

Personal information obtained through the verification process will be used solely for identity verification, fraud prevention, security, risk management, regulatory compliance, and any other lawful purpose reasonably related to the operation and protection of the Buy That Horse platform.

28.6 Fraudulent or False Information
Providing false, misleading, inaccurate, forged, or fraudulent information or documentation during the verification process is strictly prohibited and constitutes a material breach of the Buy That Horse platform rules, policies, and terms and conditions. Where such conduct is identified or reasonably suspected, Buy That Horse reserves the right to terminate or suspend the user's account, cancel any bids, listings, auctions, or transactions associated with the user, report the matter to the appropriate law enforcement authorities or regulatory bodies, and take any further legal action deemed necessary to protect the platform, its users, and its business interests.

28.7 Acceptance
By registering an account, accessing the platform, or participating in auctions or transactions on the Buy That Horse platform, users acknowledge, accept, and agree to comply with all Know Your Customer (KYC) verification procedures, identity checks, compliance requirements, and security measures implemented by Buy That Horse from time to time.

29. Definitions
For the purposes of these Auction Rules, Terms of Use, policies, and any related platform documentation, the following terms shall have the meanings assigned to them below, unless the context clearly indicates otherwise.

29.1 Auction
The online sale process conducted through the Buy That Horse platform in which horses are offered for sale and buyers place bids during a specified time period.

29.2 Bid
An offer made by a registered bidder to purchase a horse at a specified price through the auction platform.

29.3 Bidder
Any person who has registered on the Buy That Horse platform and has been approved to place bids during auctions.

29.4 Buyer
The registered bidder who submits the highest bid at the close of an auction and whose bid is accepted as the winning bid.

29.5 Seller / Owner
The person or legal entity that owns the horse and has listed the horse for sale through the Buy That Horse platform.

29.6 Horse
Any horse, pony, mule, or equine animal listed for sale on the Buy That Horse platform.

29.7 Listing
The advertisement and information published on the Buy That Horse platform describing a horse offered for auction.

29.8 Reserve Price
The minimum price set by the seller that must be met or exceeded for the horse to be sold.

29.9 Winning Bid
The highest bid placed at the close of the auction that meets or exceeds the reserve price where applicable.

29.10 Platform
The Buy That Horse website, systems, and related services used to facilitate online horse auctions.

29.11 Auction Close
The time at which bidding ends and the highest bid is declared the winning bid, subject to the auction rules.

29.12 Bidder Deposit
A refundable deposit that may be required from bidders prior to participating in auctions to ensure serious bidding.

29.13 Veterinary Examination (Vetting)
A medical examination of the horse performed by a qualified veterinarian to assess its health and soundness.

29.14 Voetstoots
A legal term meaning that the horse is sold “as is”, without guarantees regarding condition unless otherwise stated.

29.15 Force Majeure
Events beyond the reasonable control of Buy That Horse that may affect the operation of the platform, including natural disasters, power outages, internet failures, or government actions.

29.16 User
Any individual or entity accessing or using the Buy That Horse platform, including buyers, sellers, and visitors.

30. Financial Capacity Declaration
30.1 Declaration of Financial Ability
By registering as a bidder and participating in auctions on the Buy That Horse platform, the bidder declares, warrants, and confirms that they possess the necessary financial means and capacity to complete the purchase of any horse, lot, or item on which they place a bid. The bidder further acknowledges and agrees that all bids submitted on the platform constitute legally

binding and enforceable offers to purchase in accordance with the applicable auction rules, terms and conditions, and platform policies of Buy That Horse.

30.2 Responsibility of the Bidder

The bidder agrees and confirms that they will only place bids where they genuinely intend to purchase the horse, lot, or item should their bid be successful, have sufficient financial resources available prior to bidding to complete the purchase, are able to comply with the payment terms and deadlines specified in the applicable auction rules, are 21 years of age or older, and possess the full legal capacity to enter into legally binding contracts. Placing bids without the genuine intention or financial ability to complete the purchase is strictly prohibited and may result in suspension or termination of the bidder's account, cancellation of bids or transactions, and any further action deemed necessary by Buy That Horse.

30.3 Verification of Financial Capacity

Buy That Horse reserves the right to request proof or verification of a bidder's financial capacity before permitting participation in any auction, bidding activity, or transaction on the platform. Such verification may include, but is not limited to, bidder deposits, proof of available funds, payment method verification, bank confirmation documents, or any other financial documentation reasonably required by Buy That Horse to confirm the bidder's ability to complete a purchase. Failure, refusal, or inability to provide the requested verification or supporting documentation within the required timeframe may result in the bidder being restricted, suspended, or prohibited from participating in auctions or using certain platform features.

30.4 Consequences of False Declaration

If a bidder places bids without the genuine financial ability, legal capacity, or intention to complete the purchase, Buy That Horse reserves the right, at its sole discretion, to cancel bids, transactions, or auction results, retain or forfeit any bidder deposits paid, suspend or permanently terminate the bidder's access to the platform, and recover any damages, losses, administrative costs, legal expenses, or other costs incurred as a result of the failed or abandoned transaction.

30.5 Acceptance

By registering as a bidder, accessing the platform, or placing bids on the Buy That Horse platform, the bidder acknowledges, declares, and confirms that they have read, understood, and agree to be bound by the terms of this Financial Capacity Declaration, together with all applicable auction rules, platform policies, and terms and conditions of Buy That Horse.

31. Auction Catalogue Terms

31.1 Purpose of the Auction Catalogue

The Buy That Horse auction catalogue contains information relating to horses offered for sale on the platform, including, but not limited to, horse descriptions, photographs, videos, breeding and pedigree information, competition history, performance records, and veterinary or health-related information where such information has been provided by the seller or relevant third parties. All catalogue information is provided for general informational purposes only and is intended to assist prospective buyers in conducting their own assessment and making informed decisions prior to placing bids or entering a transaction.

31.2 Information Provided by Sellers

All catalogue information, descriptions, photographs, videos, statements, disclosures, and supporting documentation are supplied by the seller, owner, or their authorised representative unless expressly stated otherwise. While Buy That Horse takes reasonable steps to present catalogue information in a professional and accurate manner, the platform does not independently verify, guarantee, warrant, or certify the accuracy, completeness, reliability, or truthfulness of all information provided by sellers or third parties.

31.3 No Warranty of Accuracy

Buy That Horse does not guarantee, warrant, or represent the accuracy, completeness, reliability, suitability, or correctness of any information contained in the auction catalogue or provided in connection with any horse listed on the platform. All

descriptions, statements, opinions, representations, assessments, photographs, videos, performance records, and other information relating to horses are provided for general guidance and informational purposes only and should not be relied upon as definitive statements of fact.

Buyers acknowledge and accept that errors, inaccuracies, omissions, changes, or misstatements may occur in catalogue information, whether intentionally or unintentionally, and are encouraged to conduct their own independent inspections, investigations, and due diligence prior to placing any bid or completing any purchase.

31.4 Buyer Due Diligence

Buyers are solely responsible for conducting their own independent investigations, inspections, assessments, and due diligence prior to placing any bid or entering into a transaction on the Buy That Horse platform. Buyers are strongly encouraged to carefully review all available catalogue information and supporting documentation, ask the seller or owner any questions they may have regarding the horse, arrange an independent veterinary examination or pre-purchase assessment where desired, and personally inspect or view the horse where reasonably possible before placing a bid.

31.5 Catalogue Updates

Buy That Horse reserves the right to update, amend, supplement, clarify, or correct any catalogue information, listing details, descriptions, photographs, videos, disclosures, or supporting documentation at any time prior to the official closing of an auction. Any such updates, amendments, corrections, or announcements may be communicated through the Buy That Horse website, auction platform, email communication, social media channels, or any other official communication channel deemed appropriate by Buy That Horse.

31.6 Illustrations and Media

Photographs, videos, and other visual media included in the auction catalogue or displayed on the Buy That Horse platform are provided for illustrative and promotional purposes only. Buyers acknowledge and accept that lighting conditions, camera angles, image quality, video quality, editing, filters, screen settings, weather conditions, presentation methods, and other visual factors may affect the appearance, colour, condition, movement, or overall presentation of the horse. Accordingly, buyers should not rely solely on photographs, videos, or other visual media when making purchasing decisions and are strongly encouraged to conduct their own independent inspections, assessments, and due diligence prior to placing any bid or completing a purchase.

31.7 Limitation of Liability

Buy That Horse shall not be held liable for any loss or damages resulting from inaccuracies, omissions, or reliance on information contained in the auction catalogue.

31.8 Acceptance

By participating in auctions on the Buy That Horse platform, buyers acknowledge that they have read and accepted the terms governing the auction catalogue.

32. Platform Terms

32.1 Acceptance of Platform Terms

By accessing or using the Buy That Horse website and auction platform, users acknowledge that they have read, understood, and agree to be bound by these Platform Terms, together with all related policies, rules, and guidelines published on the website from time to time. Users who do not agree to these Terms must immediately discontinue use of the platform and refrain from accessing or participating in any services offered by Buy That Horse.

32.2 Platform Purpose

Buy That Horse provides an online marketplace and auction platform for the listing, marketing, and sale of horses. The platform facilitates communication and transactions between buyers and sellers; however, Buy That Horse does not take ownership,

possession, custody, or control of any horse listed for sale on the platform unless expressly stated otherwise in writing.

32.3 User Accounts
To participate in auctions or list horses on the platform, users are required to register an account with Buy That Horse. By registering an account, users agree to provide accurate, current, and truthful information at all times, maintain the confidentiality and security of their login credentials, and immediately notify Buy That Horse of any unauthorised access to or use of their account. Users remain solely responsible for all activities, actions, and transactions conducted through their accounts, whether authorised by the user or not.

32.4 Acceptable Use of the Platform
Users agree not to use the platform for any unlawful, fraudulent, or unauthorised purpose. Users further agree not to provide false, inaccurate, or misleading information, manipulate auctions, bidding activity, or platform processes, interfere with the functionality, integrity, or security of the platform, or attempt to gain unauthorised access to the platform, its systems, or the accounts of other users.

32.5 Platform Availability
Buy That Horse will use reasonable efforts to ensure that the platform remains operational, secure, and accessible at all times. However, users acknowledge that access to the platform may occasionally be interrupted, delayed, or unavailable due to maintenance, technical failures, internet connectivity issues, system upgrades, or events beyond the reasonable control of Buy That Horse, including force majeure events. Buy That Horse does not warrant or guarantee uninterrupted, continuous, error-free, or secure access to the platform at all times.

32.6 Suspension or Termination of Access
Buy That Horse reserves the right, in its sole discretion, to suspend, restrict, or terminate user accounts where users breach platform rules, fail to comply with auction policies or procedures, engage in conduct that may harm the platform, its reputation, or other users, or where fraudulent, suspicious, or unlawful activity is suspected. Buy That Horse further reserves the right to take any additional action considered necessary to protect the integrity, security, and proper operation of the platform.

32.7 Intellectual Property
All content available on the Buy That Horse platform, including but not limited to the website design, layout, text, graphics, logos, branding, software systems, functionality, and related intellectual property, is owned by or licensed to Buy That Horse and is protected by applicable intellectual property and copyright laws. Users may not copy, reproduce, modify, distribute, publish, display, transmit, exploit, or otherwise use any platform content without the prior written consent of Buy That Horse.

32.8 Limitation of Liability
To the fullest extent permitted by applicable law, Buy That Horse shall not be liable for any direct, indirect, incidental, consequential, or financial losses arising from or related to disputes between buyers and sellers, inaccurate, incomplete, or misleading information provided by users, participation in auctions or transactions conducted through the platform, or any interruption, delay, malfunction, or technical issue affecting the platform or its services. Users acknowledge and accept that participation in auctions and use of the platform is undertaken entirely at their own risk.

32.9 Governing Law
These Platform Terms shall be governed by the laws of the Republic of South Africa. Any disputes arising from the use of the platform shall fall under the jurisdiction of the South African courts.

32.10 Amendments
These Platform Terms and any dispute, claim, or matter arising from or relating to the use of the Buy That Horse platform shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Users consent to the exclusive

jurisdiction of the courts of South Africa in respect of any legal proceedings, disputes, or claims arising from or connected to the platform, its services, or these Platform Terms.

32.11 Acceptance

By registering an account, accessing, or using the Buy That Horse platform, users acknowledge and confirm that they have read, understood, and agreed to be bound by these Platform Terms, together with any related policies, rules, and procedures published by Buy That Horse from time to time.

33. Mandatory Escrow Payment Clause

33.1 Use of Escrow for Transactions

All payments relating to horses purchased through the Buy That Horse auction platform may, at the discretion of Buy That Horse, be required to be processed through an escrow arrangement approved or appointed by Buy That Horse.

For purposes of these terms, an escrow arrangement refers to a payment process whereby funds are held securely by an independent or neutral party until the applicable conditions of the sale, transfer, or transaction have been fulfilled or otherwise satisfied in accordance with the agreed terms of the transaction.

33.2 Purpose of Escrow

The purpose of the escrow process is to promote security, transparency, and confidence in transactions conducted through the Buy That Horse platform by protecting buyers against fraudulent, misleading, or non-compliant listings, ensuring that sellers receive payment once the applicable sale conditions have been fulfilled, facilitating a secure and transparent payment process, and assisting in the prevention, reduction, and resolution of disputes between buyers and sellers.

33.3 Payment into Escrow

The winning bidder shall be required to deposit the full purchase price, or any required payment amount, into the designated escrow account within the timeframe specified in the applicable auction rules or sale terms.

Failure to deposit the required funds within the prescribed timeframe may result in cancellation of the sale, suspension or termination of the buyer’s account, forfeiture of any deposits or fees where applicable, and any additional action deemed necessary by Buy That Horse in accordance with the platform rules and auction policies.

33.4 Release of Escrow Funds

Escrow funds shall only be released to the seller once the applicable conditions of the sale have been fulfilled or otherwise satisfied in accordance with the agreed terms of the transaction. Such conditions may include, but are not limited to, confirmation of payment, completion and signing of all required documentation, transfer of ownership or possession of the horse, fulfilment of any agreed veterinary examinations or inspections, and compliance with any additional requirements agreed between the parties or imposed under the applicable auction rules and platform policies.

33.5 Escrow Fees

Where applicable, escrow service fees, transaction charges, administrative costs, or related payment processing fees may apply to transactions conducted through the Buy That Horse platform. Responsibility for payment of such fees shall be determined in accordance with the applicable auction rules, platform policies, or any written agreement concluded between the buyer and seller.

33.6 Platform Role

Buy That Horse may facilitate or administer escrow payment arrangements in connection with transactions conducted through the platform; however, Buy That Horse does not operate as a bank, financial institution, licensed payment provider, or regulated escrow institution unless expressly stated otherwise in writing. Buy That Horse reserves the right to appoint, engage, or utilise

independent third-party escrow providers, payment processors, or financial service providers where necessary or appropriate for the administration, security, or processing of transactions conducted through the platform.

33.7 Disputes Involving Escrow

In the event of any dispute, disagreement, claim, or allegation arising between the buyer and seller in relation to a transaction conducted through the Buy That Horse platform, escrow funds may be withheld, frozen, or retained pending resolution of the dispute. Such funds may remain held until the dispute has been resolved by agreement between the parties, a mediation or dispute resolution process has been completed, or a final legal determination, court order, arbitration award, or decision has been issued by the appropriate authority or jurisdiction.

33.8 Acceptance

By registering for, accessing, participating in, or conducting transactions through auctions on the Buy That Horse platform, buyers and sellers acknowledge, understand, and agree that escrow payment arrangements may be required in certain transactions in accordance with the applicable auction rules, platform policies, or transaction requirements.

34. Chargeback Waiver Clause

34.1 Binding Nature of Payments

By participating in auctions conducted through the Buy That Horse platform, buyers acknowledge and agree that any payment made in respect of a successful or winning bid constitutes a final, binding, and legally enforceable transaction in accordance with the applicable auction rules, conditions of sale, and platform policies.

34.2 Waiver of Chargeback Rights

Where payment is made by credit card, debit card, electronic funds transfer, or any other electronic payment method, the buyer acknowledges and agrees not to initiate, dispute, reverse, or attempt any chargeback, payment reversal, or payment cancellation in respect of transactions relating to winning bids in auctions, auction deposits, platform fees, escrow payments, administrative charges, or any other auction-related payments agreed to or incurred through the Buy That Horse platform.

Any unauthorised or bad-faith chargeback or payment reversal may constitute a breach of these terms and may result in suspension or termination of the user’s account, cancellation of platform access, recovery proceedings, legal action, and the recovery of any associated costs, damages, or losses incurred by Buy That Horse.

34.3 Legitimate Payment Disputes

If a buyer believes that any payment has been processed incorrectly, unlawfully, fraudulently, or in error, the buyer shall first notify and contact Buy That Horse directly to allow the matter a reasonable opportunity to be investigated and resolved. Buyers further agree to make reasonable and good-faith efforts to resolve any payment-related dispute directly with Buy That Horse before initiating or pursuing any chargeback, payment reversal, banking dispute, cardholder claim, or dispute process with any financial institution, payment provider, or card issuer.

34.4 Consequences of Unauthorised Chargebacks

If a buyer initiates, attempts, or participates in any unauthorised, fraudulent, bad-faith, or improper chargeback, payment reversal, or payment dispute relating to an auction transaction conducted through the Buy That Horse platform, Buy That Horse reserves the right to suspend, restrict, or permanently terminate the buyer’s account and access to the platform. Buy That Horse further reserves the right to recover any losses, damages, costs, fees, commissions, or expenses incurred by the platform, seller, payment provider, or any affected party as a result of such chargeback or payment reversal, including the right to impose reasonable administrative, legal, collection, and recovery fees. Where necessary, Buy That Horse may pursue any legal, contractual, or equitable remedies available under applicable law.

34.5 Recovery of Costs

Buy That Horse reserves the right to recover all reasonable costs, losses, expenses, and damages arising from or associated with any chargeback, payment reversal, disputed transaction, or recovery process initiated in connection with transactions conducted through the platform. Such recoverable amounts may include, but are not limited to, payment processor penalties, banking charges, administrative and recovery costs, collection expenses, commissions, and all legal fees and related expenses incurred in investigating, defending, or recovering outstanding funds.

34.6 Fraudulent Chargebacks

Initiating, attempting, or participating in a chargeback, payment reversal, or disputed transaction following the placement of a valid winning bid, without lawful, legitimate, or reasonable grounds, may constitute fraudulent, unlawful, or bad-faith conduct. Buy That Horse reserves the right to investigate such conduct and, where appropriate, report the matter to payment providers, financial institutions, regulatory bodies, law enforcement authorities, fraud prevention agencies, or any other relevant authority, and to pursue any remedies available under applicable law.

34.7 Acceptance

By registering an account, accessing the platform, placing bids, making payments, or otherwise participating in transactions conducted through the Buy That Horse platform, users acknowledge, understand, and agree to be bound by the terms, conditions, obligations, and restrictions contained in this Chargeback Waiver Clause.

35. International Export Liability Clause

35.1 Responsibility for Export

Where a horse purchased through the Buy That Horse platform is intended for export outside the Republic of South Africa, the buyer shall bear full responsibility for arranging, obtaining, coordinating, and complying with all export, import, transportation, veterinary, quarantine, customs, insurance, regulatory, and legal requirements applicable to the export and import of the horse. Such responsibilities include, but are not limited to, obtaining export permits, import permits, veterinary health certificates, blood testing, quarantine approvals and procedures, transport documentation, customs clearances, international shipping or flight arrangements, and appropriate mortality, transit, or insurance coverage required for the transaction or transport of the horse.

35.2 Compliance with Regulations

The buyer is solely responsible for ensuring compliance with all applicable export, import, veterinary, quarantine, customs, transport, and regulatory requirements imposed by the Republic of South Africa, the destination country, and any relevant governmental or regulatory authority, including but not limited to the Department of Agriculture, Land Reform and Rural Development and any equivalent foreign authorities.

Buy That Horse does not make any representation, warranty, or guarantee that any horse listed or purchased through the platform will satisfy the import, quarantine, health, transport, or regulatory requirements of any foreign jurisdiction or destination country. Buyers are responsible for conducting their own independent enquiries and obtaining all necessary approvals, permits, certifications, and clearances prior to export or import.

35.3 Export Agents and Transporters

Any export agents, shipping companies, quarantine facilities, airlines, transport providers, veterinary service providers, customs agents, brokers, or other third-party service providers engaged in connection with the export, transport, quarantine, handling, or importation of a horse shall operate as independent third parties and not as employees, agents, representatives, partners, or affiliates of Buy That Horse.

Buy That Horse shall not be liable or responsible for any acts, omissions, delays, cancellations, losses, damages, injuries, transport issues, quarantine outcomes, administrative errors, negligence, misconduct, or failures arising from or relating to the services, conduct, or performance of any such third-party provider.

35.4 Risk of Export and Transport
All risks, costs, liabilities, and responsibilities associated with the export, quarantine, handling, shipment, importation, and international transport of a horse purchased through the Buy That Horse platform shall be borne solely and exclusively by the buyer.

Such risks include, but are not limited to, injury, illness, stress, disease, or death occurring during quarantine or transport, delays in export or import procedures, transport-related incidents or disruptions, cancellation or postponement of travel arrangements, failure to obtain required approvals or documentation, rejection or detention by importing authorities, and any loss, damage, expense, or consequence arising from regulatory, transport, veterinary, quarantine, or customs requirements.

35.5 Import Refusal
Buy That Horse shall not be liable or responsible for any loss, damage, expense, delay, cost, claim, or consequence arising where a horse is refused entry into any country or jurisdiction, subjected to extended or additional quarantine procedures, required to undergo further veterinary examinations, testing, treatment, or certification, or returned to the Republic of South Africa or any other jurisdiction for any reason whatsoever.

All risks and consequences associated with import restrictions, quarantine requirements, veterinary regulations, customs decisions, transport disruptions, or actions taken by governmental or regulatory authorities shall be borne solely by the buyer.

35.6 Limitation of Liability
Buy That Horse shall not be liable or responsible for any losses, damages, liabilities, penalties, costs, delays, claims, or expenses arising directly or indirectly from or in connection with the export, importation, quarantine, transport, registration, or international movement of any horse purchased through the platform. This includes, but is not limited to, losses or complications arising from regulatory or governmental requirements, passport discrepancies or errors, breed society or governing body registration delays, transport disruptions, customs procedures, quarantine requirements, veterinary protocols, testing requirements, health certification issues, import restrictions, airline or shipping complications, or compliance with international veterinary, biosecurity, or transport regulations.

35.7 Buyer Due Diligence
International buyers are strongly encouraged to obtain independent professional advice and assistance from suitably qualified veterinarians, export agents, quarantine consultants, customs advisors, insurance providers, and equine transport specialists prior to placing bids on horses intended for export outside the Republic of South Africa.

Buyers are responsible for conducting their own due diligence regarding the suitability of the horse for export, applicable import requirements, quarantine obligations, transport arrangements, veterinary protocols, and all related regulatory and legal requirements applicable in the destination country.

35.8 Acceptance
By registering for, accessing, or participating in auctions conducted through the Buy That Horse platform, buyers acknowledge, understand, and accept all responsibilities, obligations, costs, risks, and potential consequences associated with the export, importation, quarantine, transport, and international movement of horses purchased through the platform.

36. FICA and Identity Verification
In order to comply with the requirements of the Financial Intelligence Centre Act (“FICA”), anti-money laundering legislation, counter-terrorism financing regulations, and any other applicable laws or regulatory obligations, Buy That Horse reserves the right to verify the identity, financial information, and supporting documentation of all users participating in the platform or any auction conducted through the platform.

All buyers, sellers, bidders, consignors, agents, representatives, and account holders may be required to provide identification, verification, financial, and supporting documentation before being permitted to register, bid, sell, receive payments, complete transactions, or access certain platform services.

Such documentation may include, but is not limited to, a valid South African identity document, passport, or other government-issued identification document, proof of residential address not older than three (3) months, proof of banking details or bank account ownership, company registration documentation where applicable, source-of-funds information, and any additional documentation or information reasonably required by Buy That Horse to verify identity, authority, ownership, financial capacity, compliance status, or the legitimacy of any transaction or activity conducted through the platform.

The Auction Platform reserves the right to:
Buy That Horse reserves the right, at its sole discretion, to refuse registration, restrict participation, suspend access, or prohibit the use of the platform where satisfactory identity verification, financial verification, compliance documentation, or supporting information cannot be obtained or validated. Buy That Horse further reserves the right to suspend, restrict, or terminate user accounts, cancel bids or transactions, and withhold the completion or processing of any transaction where false, misleading, fraudulent, inaccurate, incomplete, or suspicious information or documentation has been provided, or where verification and compliance requirements have not been fully satisfied.

All personal information, identification records, financial information, and verification documentation collected for compliance, verification, fraud prevention, regulatory, or operational purposes shall be processed, stored, retained, and protected in accordance with applicable data protection and privacy legislation, including the Protection of Personal Information Act (“POPIA”) of the Republic of South Africa.

Users acknowledge and agree that Buy That Horse may retain identification, verification, transaction, compliance, and audit records for regulatory compliance, fraud prevention, risk management, legal, accounting, investigative, and audit purposes for the minimum period required under applicable law or for any longer period reasonably necessary to protect the legitimate interests of the platform.