

MYOWNAUCTION

WEBSITE LEGAL DOCUMENTS

Publication Copy | Version 1.0
Effective 01 September 2026

Document	Purpose
1. Platform Terms & Conditions	General use of MyOwnAuction and allocation of platform roles
2. Seller / Auctioneer Terms	Rules applying to owners conducting their own auctions
3. Bidder Terms	Registration, bidding and successful-purchaser obligations
4. Standard Rules of Auction	Uniform rules applying to every MOA auction together with its Auction Particulars
5. Privacy Policy	POPIA-compliant processing and disclosure framework
6. Cookie Policy	Website cookies and similar technologies
7. Prohibited & Regulated Items Policy	General prohibited items and controlled categories
8. Complaints & Dispute Procedure	Platform complaints, auction-integrity disputes and transaction disputes

MYOWNAUCTION CC | Registration No. 2003/099769/23 | Holding 182, White River Estates | myownauction.co.za | admin@myownauction.co.za | WhatsApp: +27 72 579 4014

1. Platform Terms & Conditions

These Terms & Conditions govern access to and use of the MyOwnAuction website, electronic auction platform and related services ('MOA'). By accessing MOA, creating an account, listing a Lot, placing a Bid or using any service, you agree to these Terms, the Standard Rules of Auction, the applicable Auction Particulars, the Privacy Policy and any category-specific policy displayed for the relevant Auction.

1.1 Who operates MOA

MOA is operated by MYOWNAUCTION CC, a South African close corporation (Registration No. 2003/099769/23), with registered/physical address at Holding 182, White River Estates. Contact: admin@myownauction.co.za; WhatsApp +27 72 579 4014.

MOA is an internet/electronic auction platform provider. MOA supplies the technology through which independent owners/rightful holders conduct their own Auctions, Bidders register and submit electronic Bids, Bids are recorded and ranked, bidding closes electronically, notices are generated and Auction records are retained.

1.2 MOA is not the Seller's auctioneer

The owner/rightful holder who lists a Lot conducts the Auction for his, her or its own account and is the Seller/Auctioneer. MOA is not appointed as the Seller's auctioneer, sales agent, broker, purchaser or owner of the Lot.

Unless a specific service expressly states otherwise, MOA does not possess, inspect, finance, transport or deliver a Lot and does not receive the purchase price payable by the Purchaser to the Seller. Payment, transfer, collection and delivery take place directly between Seller and Purchaser.

Nothing in these documents excludes any statutory duty imposed on MOA by the Consumer Protection Act 68 of 2008 ('CPA'), its regulations, POPIA, PAIA, ECTA or other applicable law.

1.3 Definitions

Term	Meaning
Auction	A competitive electronic bidding process hosted on MOA for a defined period.
Auction Particulars	The Lot-specific information and settings selected by the Seller/Auctioneer and displayed for that Auction.
Auto Winner	A closing mode in which the highest qualifying Bidder is automatically declared the successful Purchaser at close, subject to reserve and these Rules.
Bid	An electronic bid submitted by a registered Bidder.
Bidder	A person or juristic person registered and authorised to bid.
Lot	The goods, property, business interest or other permitted subject matter offered in one Auction.
Purchaser	The Bidder who becomes the successful purchaser under the applicable closing mode.
Seller/Auctioneer	The owner/rightful holder conducting an Auction for own account, including an authorised representative acting for an owning juristic person.
Seller Confirmation	A closing mode in which bidding closes and the Seller/Auctioneer confirms the successful qualifying Bid under the Rules.
Standard Rules	The uniform MOA Rules of Auction, supplemented by the Auction Particulars.

1.4 Eligibility and registration

Users must be at least 18 years old, legally capable of entering the relevant transaction and must provide truthful, complete and current information. A person acting for a company or other juristic person warrants that he or she has authority to bind it.

MOA may verify identity, age, address, authority, payment method, licences, permits or other information required by law, platform integrity or a regulated category. MOA may restrict or suspend accounts on reasonable grounds relating to fraud, security, unlawful conduct, repeated non-performance or material breach.

1.5 Platform fees

Seller subscription, listing, promotion or other platform fees are displayed before purchase. MOA's ordinary business model is a fixed/platform fee and not a commission calculated on the eventual selling price. A platform fee does not guarantee Bids, a particular price, a completed sale, payment or delivery.

Any cancellation or refund right that cannot lawfully be excluded remains unaffected.

1.6 User content and listing material

Users remain responsible for material they upload. By uploading text, photographs, videos or documents, the User grants MOA a non-exclusive, royalty-free licence to host, reproduce, resize, publish and distribute that material for operating and promoting the Auction and MOA platform.

Users warrant that uploaded content is lawful, accurate, non-infringing and that they have the right to provide it.

1.7 Auction integrity

No User may create false or collusive Bids, bid on behalf of a Seller contrary to law, manipulate ranking, use false identities, interfere with platform security, circumvent restrictions or create a false impression of demand. MOA may preserve evidence, remove unlawful content, restrict accounts and report suspected unlawful conduct.

1.8 Technical interruption

MOA uses reasonable efforts to provide a secure and reliable service but does not guarantee uninterrupted availability. Where a material technical failure affects fair bidding or closing, MOA may extend, suspend, resume or cancel the affected Auction in accordance with the Standard Rules. Any material intervention will be logged.

1.9 Liability

To the fullest extent permitted by law, MOA is not responsible for the Seller's title, the physical condition, authenticity or suitability of a Lot, undisclosed defects, financing, transfer, collection, delivery or performance of the sale between Seller and Purchaser, except to the extent liability arises from MOA's own conduct or cannot lawfully be excluded.

No exclusion or limitation applies where the CPA or another law prohibits exclusion of the relevant liability.

1.10 Electronic communications

Users agree to receive transactional electronic communications necessary to operate their accounts and Auctions. Electronic declarations, acceptances, Bid logs, timestamps, notices and audit records may be retained and relied upon as electronic evidence, subject to applicable law. Marketing communications are managed separately.

1.11 Governing law

South African law governs use of MOA. Nothing in these Terms prevents a User from exercising a statutory right or approaching a competent regulator, ombud, tribunal or court.

2. Seller / Auctioneer Terms

2.1 Sell your own

An ordinary MOA Seller account is for an owner/rightful holder conducting an Auction for his, her or its own account. The Seller is the Auctioneer of the Seller's own Lot.

Where a company or other juristic person owns the Lot, an authorised natural person may operate the account and Auction on behalf of that owner. An ordinary Seller account may not be used as a broker or auctioneer for unrelated third-party property unless MOA has expressly approved a separate compliant workflow.

2.2 Ownership and authority

Before publication, the Seller/Auctioneer warrants that the Seller is the lawful owner/rightful holder entitled to sell the Lot, or is duly authorised to act for the juristic person that owns/rightfully holds the Lot. MOA may require documentary proof.

The Seller/Auctioneer warrants that he, she or it is not prohibited or disqualified by applicable law from conducting the Auction.

2.3 Listing obligations

The Seller/Auctioneer must accurately disclose the Lot description, material specifications, new/used condition, VAT treatment, location, viewing arrangements, known material defects, encumbrances or finance interests, licensing/registration issues, collection/delivery arrangements and any other material fact required by law or reasonably relevant to a Bidder.

The description field describes the Lot. It may not be used to create private terms that contradict the Standard Rules or remove statutory rights.

2.4 Auction settings

Before bidding opens, the Seller/Auctioneer selects the Auction period, reserve status where applicable, starting Bid, VAT status, viewing and collection information and one of the two closing methods: Auto Winner or Seller Confirmation. The selected closing method forms part of the Auction Particulars and must be visible to Bidders.

Once bidding starts, the Seller may not materially alter the Lot, reserve, closing method or contractual basis except through a transparent platform process permitted by law.

2.5 Auto Winner

By selecting Auto Winner, the Seller/Auctioneer instructs MOA in advance to declare the highest qualifying Bidder the successful Purchaser when electronic bidding closes, provided any applicable reserve has been satisfied and no Bid is invalid under the Rules.

The Seller/Auctioneer may not reject an Auto Winner merely because another buyer is preferred or the Seller later wishes to obtain a higher price.

2.6 Seller Confirmation (Non-Auto Winner)

By selecting Seller Confirmation, the Seller/Auctioneer chooses a closing method under which electronic bidding ends at the displayed close but no Bidder is automatically notified as winner. MOA supplies the Seller/Auctioneer with the ranked highest qualifying Bidder information available under the Auction settings.

The highest qualifying Bid receives first priority. The Seller/Auctioneer must confirm or lawfully reject/non-qualify that Bid within the period displayed by MOA. The Seller may not bypass the highest qualifying Bid merely because the Seller prefers a lower Bidder.

If the highest qualifying Bidder fails verification, refuses to proceed, fails to make a required payment/deposit, cannot be contacted within the prescribed transaction period or otherwise defaults, the Seller/Auctioneer may proceed to the next qualifying Bidder in ranking order under clause 2.7.

2.7 Immediate backup-bidder process

MOA may retain and provide a ranked list of the highest qualifying Bidders so that a genuine Auction is not unnecessarily lost because the first successful Purchaser fails to perform.

Where the successful Purchaser defaults or is lawfully disqualified, MOA may mark that outcome in the Auction record and activate the next qualifying Bidder. The next Bidder may be offered the Lot at that Bidder's final recorded Bid. The process continues in ranking order until a transaction is concluded or the available qualifying Bidders are exhausted.

A Seller/Auctioneer may not manufacture a default, collude with a Bidder or use this process merely to favour a lower Bidder. MOA may require the reason for progression to be recorded and may restrict a Purchaser who repeatedly fails to honour successful Auction outcomes.

2.8 Payment and delivery

Unless the Auction Particulars expressly provide otherwise, the purchase price is paid directly to the Seller and collection, transfer and delivery are arranged directly between Seller and Purchaser. The Seller remains responsible for lawful performance of the sale and for category-specific transfer, licensing, permit, tax and delivery obligations.

2.9 Regulated categories

Where a Lot falls into a regulated category, the Seller/Auctioneer must complete MOA's additional declarations, verification and document requirements and comply with all applicable law. MOA may refuse publication until those requirements are satisfied.

3. Bidder Terms

3.1 Bidder registration

A prospective Bidder must register before bidding and must provide the information required by MOA and applicable internet/electronic auction law. This may include full names, identification/passport number, age, physical address, contact details, internet protocol address, login information and details of the means by which payment will be effected.

A Bidder must keep account credentials secure and may not bid through a false, duplicate or unauthorised identity.

3.2 Before bidding

The Bidder must review the Lot description, photographs, disclosed defects, viewing arrangements, Auction Particulars, closing method and Standard Rules. Where viewing is available, the Bidder is encouraged to inspect the Lot before bidding.

3.3 Bids are serious commitments

Every Bid is submitted with the intention to purchase if that Bid becomes the successful Bid under the applicable closing method. A Bidder may not bid to test the platform, inflate a price, assist a Seller, manipulate the Auction or create false demand.

3.4 Auto Winner

Where the Auction page states Auto Winner, the highest qualifying Bidder at electronic close is automatically declared and notified as the successful Purchaser, subject to any applicable reserve and these Rules. The successful Purchaser must then promptly perform the transaction.

3.5 Seller Confirmation (Non-Auto Winner)

Where the Auction page states Seller Confirmation, electronic close does not itself notify a winner. The ranked highest qualifying Bid information is supplied to the Seller/Auctioneer. The highest qualifying Bid has first priority and a Purchaser is notified only when the Bid is confirmed under the Rules.

3.6 Backup bidders

A Bidder whose final Bid ranks below the successful Bid may remain a qualifying backup Bidder for the transaction period stated by MOA. If a higher-ranked Purchaser defaults or is lawfully disqualified, MOA may contact the next qualifying Bidder in ranking order regarding purchase at that Bidder's final recorded Bid.

MOA will not treat a backup Bidder as the successful Purchaser until the backup process has been activated and the required confirmation/acceptance under the applicable workflow has occurred.

3.7 Purchaser default

A successful Purchaser who, without lawful justification, refuses or fails to perform may face the Seller's lawful contractual remedies and MOA account action, including warning, temporary suspension or permanent restriction. MOA may retain a record of default for dispute handling, fraud prevention and platform integrity.

4. Standard Rules of Auction

These Standard Rules apply uniformly to every MOA Auction together with the Auction Particulars displayed for that specific Auction. The Standard Rules and Auction Particulars together constitute the Rules of Auction for that Auction. Mandatory law prevails over any inconsistent term.

4.1 Seller/Auctioneer and platform

The Seller identified in the Auction Particulars is the owner/rightful holder conducting the Auction for own account and is the Seller/Auctioneer. MYOWNAUCTION CC supplies the internet/electronic auction platform.

The Seller/Auctioneer electronically accepts these Rules and certifies the Auction Particulars before publication.

4.2 Auction Particulars

Each Auction will display or make readily accessible the Auction/Lot identifier, Lot description, opening and closing date/time, reserve status where applicable, VAT treatment, condition, location, viewing information, collection/delivery information, closing method and any additional information required for that category.

MOA retains the applicable Rules version and Auction Particulars as part of the Auction record.

4.3 Uniform rules

Sellers may not replace these Standard Rules with private rules. Category-specific declarations or lawful conditions generated by MOA form part of the Auction Particulars where applicable.

4.4 Registration and bidder record

Only a properly registered Bidder may bid. MOA records Bids against a unique electronic Bidder identity and maintains the electronic registration and Bid records required by applicable law.

4.5 Reserve and Seller bidding

Where a reserve applies, reserve status will be disclosed as required by law. Seller/vendor bidding, bidding on behalf of a Seller and any similar practice is prohibited unless specifically lawful and fully disclosed in the manner required by law.

4.6 Bidding

MOA records each accepted Bid and timestamp and ranks Bids according to the published platform logic. A Bid may be rejected or invalidated where it results from fraud, unauthorised access, technical corruption, unlawful collusion or an invalid registration.

No person may collude, shill bid or otherwise manipulate the number or amount of Bids.

4.7 Closing

Electronic bidding closes at the displayed time, subject to any extension rule disclosed in the Auction Particulars and the technical-interruption rule below. The electronic closing event is recorded by MOA.

4.7.1 Auto Winner

Where Auto Winner is displayed, the highest qualifying Bidder at close is automatically declared the successful Purchaser, subject to any applicable reserve. MOA sends the winner notification and records the result.

4.7.2 Seller Confirmation (Non-Auto Winner)

Where Seller Confirmation is displayed, close ends electronic bidding but does not automatically declare a Purchaser. MOA supplies the Seller/Auctioneer with the ranked highest qualifying Bidder information. The highest qualifying Bid receives first priority and the Seller/Auctioneer confirms the successful Bid through the applicable MOA process.

A lower-ranked Bidder may become relevant only after a higher-ranked Bidder has been lawfully rejected/non-qualified or has defaulted under these Rules.

4.8 Backup-bidder sequence

When a successful or first-priority Bidder fails verification, refuses to proceed, fails a required payment/deposit, cannot be contacted within the transaction period or otherwise defaults, the Seller/Auctioneer may proceed immediately to the next qualifying Bidder in ranking order.

The next qualifying Bidder may be offered the Lot at that Bidder's final recorded Bid. The same process may be repeated sequentially. Each progression must be capable of being recorded in the Auction audit trail. The Seller may not skip a higher-ranked qualifying Bidder merely because another person is preferred.

4.9 No mock or manipulated auction

No User may conduct or participate in a mock, collusive or manipulated Auction. A Seller may not use false Bids, fabricated defaults, secret arrangements or the backup-bidder process to disguise a preferential sale or manipulate the Auction result.

4.10 Technical interruption

If a material technical failure affects fair bidding or closing, MOA may extend, suspend, resume or cancel the affected Auction. The intervention and reason will be recorded. MOA will not secretly change Bid amounts or ranking.

4.11 Transaction

Unless expressly stated otherwise, payment, transfer, collection and delivery take place directly between Seller and Purchaser. The parties must comply with the Auction Particulars and all laws applicable to the Lot.

4.12 Records

MOA retains prescribed Auction records for at least three years or any longer period required by law or reasonably necessary for a live dispute, enforcement, fraud/security purpose or other lawful obligation.

4.13 Statutory rights

Nothing in these Rules excludes any consumer, auction or other statutory right that cannot lawfully be excluded.

5. Privacy Policy

This Privacy Policy explains how MYOWNAUCTION CC (Registration No. 2003/099769/23), Holding 182, White River Estates, processes personal information under the Protection of Personal Information Act 4 of 2013 ('POPIA'). The Information Officer is D. Ruthven.

5.1 Information we process

Depending on how you use MOA, we may process names, identification/passport details, age, physical and electronic contact details, account credentials, company/authority information, IP/device/login information, Bid history, listing information, payment-method or MOA-fee information, communications, verification records, licence/permit records and complaint/default records.

5.2 Purposes

We process personal information to register and verify Users; operate and evidence Auctions; comply with auction and other laws; facilitate a transaction between Seller and successful Purchaser; prevent fraud and manipulation; secure the platform; administer MOA fees; communicate with Users; resolve complaints; enforce the Rules; and comply with legal obligations.

5.3 Bidder information

Bidder identity and contact information is not displayed publicly merely because a Bid was placed. MOA may display to the Seller/Auctioneer the Bidder identifiers, Bid amounts and rankings reasonably necessary to administer the Auction.

When a Bidder becomes the successful Purchaser, MOA may provide the necessary identity and contact information to the Seller/Auctioneer and may provide necessary Seller information to the Purchaser for conclusion, performance and enforcement of the transaction.

MOA may retain information about ranked backup Bidders and may disclose necessary information to the Seller as a backup Bidder becomes relevant under the sequential default process. MOA does not need to disclose all sensitive registration information to every Seller.

5.4 Lawful processing

MOA relies on the lawful basis appropriate to each processing activity, including legal obligations, contractual steps/performance, legitimate interests recognised by law and consent where consent is required. Acceptance of mandatory Auction terms is separate from optional direct-marketing choices.

5.5 Recipients and service providers

Personal information may be shared, where lawfully necessary, with the relevant Seller/Purchaser, MOA payment processors, hosting and communications providers, verification/fraud providers, professional advisers, regulators, courts or law-enforcement authorities. Service providers processing information for MOA must be subject to appropriate confidentiality and security obligations.

5.6 Security

MOA maintains reasonable technical and organisational safeguards appropriate to the sensitivity of identity, address, Bid and account data. Access to sensitive data is restricted to authorised persons and MOA expects its operators/service providers to maintain appropriate safeguards.

5.7 Security compromises

Where POPIA requires notification following unlawful access to or acquisition of personal information, MOA will take reasonable steps to contain and investigate the incident and make the required notifications to the Information Regulator and affected data subjects.

5.8 Retention

Auction records required by law are retained for at least the statutory minimum period. Other personal information is retained only for as long as reasonably necessary for its lawful purpose, disputes, fraud/security, legal obligations or legitimate record keeping and is then deleted, destroyed or de-identified where appropriate.

5.9 Your rights

Subject to applicable law, a data subject may request access to personal information, request correction or deletion where applicable, object to certain processing, withdraw consent where consent is relied upon, and lodge a complaint with the Information Regulator.

Privacy requests may be sent to admin@myownauction.co.za. MOA may require reasonable proof of identity before acting on a request.

5.10 Cross-border processing

Where personal information is processed outside South Africa, MOA will apply POPIA's requirements governing transborder information flows and appropriate safeguards.

5.11 Children

MOA's auction service is intended for persons aged 18 or older and children may not register as Bidders or Seller/Auctioneers.

6. Cookie Policy

MOA uses cookies and similar technologies to operate the website, keep Users signed in, secure accounts and Auctions, remember settings, measure website performance and, where enabled, support analytics or marketing.

Type	Purpose
Strictly necessary	Authentication, security, session management and core auction functionality.
Preference	Remember lawful User choices and settings.
Analytics	Measure use and performance so MOA can improve the service.
Marketing	Measure or personalise promotional activity where such tools are enabled.

Where applicable law requires consent for a non-essential cookie or tracking technology, MOA will obtain or provide the required consent/control. Users can also control cookies through their browser, although disabling necessary cookies may prevent core functions from working.

Third-party providers may set cookies or similar technologies where their services are integrated into MOA. Their processing is also subject to their applicable privacy terms.

7. Prohibited & Regulated Items Policy

7.1 General

MOA permits ordinary lawful goods and selected regulated categories. A regulated category is not prohibited merely because additional law applies; MOA may impose additional verification, declarations, licences, permits, minimum Auction periods or category-specific requirements.

7.2 Prohibited

- Stolen goods or goods the Seller is not legally entitled to sell.
- Counterfeit goods or unlawfully infringing goods.
- Illegal drugs, unlawfully possessed controlled substances, unlawful explosives, unlawful weapons or contraband.
- Unlawfully traded wildlife or protected products.
- Fraudulent documents, unlawfully obtained personal data or any item whose advertising, possession, transfer or sale through MOA is unlawful.
- Any Lot for which MOA's current workflow cannot reasonably support the legally required sale or transfer process.

7.3 Livestock and animals

Livestock and animal Auctions are permitted. The Seller/Auctioneer must comply with the Animals Protection Act 71 of 1962 and all applicable animal-health, identification, movement, transport, welfare and sale requirements. The Seller is responsible for obtaining and maintaining any document, certificate or authority required for the particular animals and movement.

7.4 Game and wildlife

Game and wildlife Auctions are permitted where lawful. The Seller/Auctioneer is responsible for applicable national and provincial conservation, permit, veterinary, movement, transport and species-specific requirements. MOA may require supporting permits or administrator approval before publication or transfer.

7.5 Firearms

Firearms may be listed only through MOA's controlled firearm workflow and only after the Seller has presented the dealer licence or other authority required by law for the proposed sale and MOA has accepted the verification for listing purposes.

All bidding, sale, possession and transfer remain subject to the Firearms Control Act 60 of 2000 and applicable licence/permit requirements. MOA approval of a listing does not itself authorise possession or transfer.

7.6 Immovable property

Immovable property is permitted in MOA's dedicated category. MOA applies a minimum Auction period configured for that category and the Seller/Auctioneer must comply with the CPA auction advertising requirements and all applicable property, title, transfer, disclosure, tax and Property Practitioners Act requirements.

Where a statutory minimum is expressed in business days, that statutory minimum prevails over any shorter calendar-day calculation shown by the platform.

7.7 Businesses and going concerns

Businesses and going concerns are permitted in MOA's dedicated category. The Seller must state clearly what is being auctioned, including whether the Lot comprises assets, stock, goodwill, contractual rights, shares/members' interests, immovable property or a combination. All required corporate, tax, VAT, regulatory and third-party approvals remain the Seller's responsibility.

8. Complaints & Dispute Procedure

8.1 Contact

Complaints concerning MOA may be sent to admin@myownauction.co.za with the User's name, Auction heading, relevant dates, description of the issue and supporting material.

8.2 Auction-integrity complaints

A complaint about Bid validity, ranking, Auto Winner, Seller Confirmation, technical interruption, suspected manipulation or a recorded default should be submitted promptly. MOA may preserve and review the electronic audit trail and take platform action where appropriate.

8.3 Seller-Purchaser disputes

The sale of a Lot is concluded between the Seller and Purchaser. MOA may facilitate communication, preserve and lawfully provide platform records, enforce platform Rules, record default and restrict accounts, but MOA is not automatically the adjudicator of the parties' underlying sale dispute.

8.4 Account action

MOA may issue warnings or temporarily/permanently restrict accounts for fraud, manipulation, unlawful listings, abusive conduct or repeated failure to honour successful Auction outcomes. MOA will act reasonably having regard to the seriousness and available evidence.

8.5 Statutory remedies

Nothing in this procedure prevents a User from exercising rights under the CPA, POPIA, PAIA, ECTA or other applicable law or from approaching a competent regulator, ombud, tribunal or court.

Website Statutory Disclosure

The following disclosure should appear on MOA's legal/contact page together with these documents:

Item	Website disclosure
Service provider	MYOWNAUCTION CC
Website	myownauction.co.za
Email	admin@myownauction.co.za
WhatsApp	+27 72 579 4014
Company registration number	2003/099769/23
Registered / physical address	Holding 182, White River Estates
Information Officer	D. Ruthven
PAIA Manual	Publish the completed private-body PAIA Manual and prescribed access process
Governing law	Republic of South Africa