

These terms are legally binding on you, so it's important that you read and understand them.

Below are the general terms that apply to all users of the GEAR GARAGE (Pty) Ltd (Gear Garage) marketplace ("Platform"), as well as those terms that apply specifically to owners ("Lessors") and to renters ("Lessees").

All of the terms stated in these Terms of Service, together with the [Gear Garage Privacy Policy](#) and the User Policies provided on the Gear Garage site ("the Gear Garage Policies") constitute the "Agreement" between you and Gear Garage. Gear Garage may change the terms of the agreement from time to time.

As stated on the Gear Garage website, when you click the appropriate button to continue with your registration that action will constitute acceptance of the Agreement ("Registering", "Signing up"). If you have any questions for us concerning the Agreement or Gear Garage generally, please contact us by post at:

39 INDIBAY 5 CECIL ROAD

HOUT BAY

CAPE TOWN

WESTERN CAPE

7806

Or by email at: [info@geargarage.co.za](mailto:info@geargarage.co.za)

Thank you for registering with Gear Garage.

## Terms of Service

### 1. ACCEPTING THESE TERMS

1.1 These Terms constitute a legally binding agreement between you (hereinafter referred to as the "user") and Gear Garage (hereinafter referred to as the "service provider", "provider", "supplier" or "Gear Garage Service") in relation to our provision of the Gear Garage Service to you.

1.2 Gear Garage is a private company registered as “GEAR GARAGE (Pty) Ltd.” in the Republic of South Africa (registration number 2019/ 113643/ 07) whose principal place of business is 39 INDIBAY, 5 CECIL ROAD, HOUT BAY, CAPE TOWN, WESTERN CAPE 7806, SOUTH AFRICA. Gear Garage's TAX number is 996183165. The companies registered address and *domicilium citandi et exectutanti* are the same and are stated in this paragraph.

1.3 When you register for a Gear Garage account (including when you register through a third party application or service) or otherwise access or use the Gear Garage Service including for the purposes of posting an ad; you are agreeing to and accepting these Terms.

1.4 When you agree to the Terms you agree that:

1.4.1 when using the Gear Garage Service as a Lessor, you promise to us that you will comply with the Lessors' Rules; and

1.4.2 when using the Gear Garage Service as a Lessee, you promise to us that you will comply with the Lessees' Rules;

1.5 For any help with using the Gear Garage Service please see the Gear Garage [Help page](#). If you have any further questions, complaints or comments about the Gear Garage Service, then please contact Gear Garage here [info@geargarage.co.za](mailto:info@geargarage.co.za)

## 2. IMPORTANT NOTICES: NATURE OF THE GEAR GARAGE SERVICE

2.1 Gear Garage's role is as an intermediary only

2.1.1 Gear Garage makes available to you an online platform (the "Gear Garage Service") through which Lessors may make available certain items for rental by Lessees upon approval by the parties.

2.1.2 You understand that Gear Garage is acting as an intermediary only in respect of any transactions entered into between Lessors and Lessees for the rental of items through the Gear Garage Service. Any agreement for the rental of any items through the Gear Garage Service is between the relevant Lessor and Lessee.

2.1.3 While Gear Garage endeavours to provide the Gear Garage Service for the mutual benefit of both Lessors and Lessees and has drawn up rules with that as its aim, Gear Garage cannot be held responsible for, and, to the maximum extent permitted by law, excludes liability for, the conduct of users of the Gear Garage Service.

2.1.4 You acknowledge that in its capacity as an operator of the Gear Garage Service and an intermediary in any transactions carried out through the Gear Garage Service, Gear Garage has the discretion to cancel any listing posted by a Lessor, any request to lease an item submitted

by a Lessee, or any transaction, upon the provision of written notice to the parties involved, if it reasonably believes such listing, request or transaction does not comply with these Terms, the Lessors' Rules or the Lessees' Rules.

## 2.2 Using the Gear Garage Service as a Lessor

2.2.1 When you agree as a Lessor to rent an item to a Lessee, you acknowledge that you are entering into a separate contract with the Lessee and that such contract with the Lessee includes a promise by you to comply with the Lessors' Rules and these Terms.

2.2.2 You also acknowledge that the Lessee is in no way acting under the control, or on behalf of Gear Garage, that your agreement to lease any item to the Lessee is solely with the Lessee, and you agree not to make any claim or assertion that Gear Garage is in any way liable or responsible for any loss or liability suffered by you in relation to any act or omission by the Lessee.

2.2.3 You agree that you are solely responsible for your compliance with the Lessors' Rules, fully liable for any non-compliance with the Lessors' Rules and any compensation due to the Lessee in respect of any such non-compliance, including ensuring that the item offered for rental matches the description in your listing. You further acknowledge that Gear Garage does not have: (i) any responsibility for your compliance with the Lessor's Rules; (ii) any obligation to underwrite any liability you may have for non-compliance, or (iii) any obligation to compensate the Lessee for any breach of your agreement with the Lessee in any way.

## 2.3 Using the Gear Garage Service as a Lessee

2.3.1 When you agree as a Lessee to lease an item from a Lessor, you acknowledge that you are entering into a separate contract with the Lessor and that such contract with the Lessor includes a promise by you to comply with the Lessees' Rules and these Terms.

2.3.2 You also acknowledge that the Lessor is in no way acting under the control, or on behalf of Gear Garage, that your agreement to lease any item from the Lessor is solely with the Lessor, and you agree not to make any claim or assertion that Gear Garage is in any way liable or responsible for any loss or liability suffered by you in relation to any act or omission by the Lessor.

2.3.3 You agree that you are solely responsible for your compliance with the Lessees' Rules, fully liable for any non-compliance with the Lessees' Rules and any compensation due to the Lessor in respect of any such non-compliance, including the loss or damage to the item which you have leased. You further acknowledge that Gear Garage does not have: (i) any responsibility for your compliance with the Lessees' Rules; (ii) any obligation to underwrite any liability you may have for non-compliance, or (iii) any obligation to compensate the Lessor for any breach of your agreement with the Lessor in any way.

### 3. CHANGES TO THE GEAR GARAGE SERVICE AND CHANGE OF TERMS

3.1 Gear Garage reserves the right to alter the Gear Garage Service at any time, including adding, removing or changing features (which may advantage or disadvantage you). Gear Garage will give you reasonable notice of any material changes to the Gear Garage Service.

3.2 We may need to change these Terms for legal or business reasons, and we will give you notice by posting such changes on the [information pages of the Gear Garage Service]. If we intend to make any material changes, we will notify you of these changes by email with reasonable prior notice.

3.3 If Gear Garage changes the Gear Garage Service or the Terms to your detriment, you can end your use of the Gear Garage Service at any time. Please see section 11 for more details on ending your use of the Gear Garage Service.

### 4. USING THE GEAR GARAGE SERVICE

4.1 You need to create an account to accept these Terms. To create an account you confirm that:

4.1.1 you are over 18;

4.1.2 all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time by contacting us at any time.

4.1.3 you will comply with the restrictions on your use of the Gear Garage Service as set out in these Terms; and

4.1.4 in relation to any material submitted to or posted to the Gear Garage Service by you that you have the right to do so and have obtained all necessary licences and or approvals.

4.2 As a condition of your use of the Gear Garage Service, you agree that you will not:

4.2.1 breach any applicable laws;

4.2.2 breach any of the Terms;

4.2.3 breach the Lessors' Rules, when acting as a Lessor;

4.2.4 breach the Lessees' Rules, when acting as a Lessee;

4.2.5 post any threatening, abusive, defamatory, obscene, inappropriate or indecent material;

4.2.6 post or otherwise communicate any false or misleading material or message of any kind;

4.2.7 use the Gear Garage Service to intentionally deceive other users;

4.2.8 infringe the rights of any third-party;

4.2.9 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Gear Garage Service;

4.2.10 distribute spam, chain letters, or promote pyramid schemes;

4.2.11 distribute any viruses or any other technologies that may harm Gear Garage or the interests or property of Gear Garage users;

4.2.12 impose or contribute to imposing an unreasonable load on our infrastructure or interfere with the proper working of Gear Garage;

4.2.13 copy, modify, or distribute any other person's content without their consent;

4.2.14 use any robot, spider, scraper or other automated means to access Gear Garage and/or collect content for any purpose without our express written permission;

4.2.15 harvest or otherwise collect information about other users, including email addresses, without their consent;

4.2.16 copy, modify or distribute rights or content from the Gear Garage Service, services, applications or tools or Gear Garages copyrights and trademarks;

4.2.17 bypass security measures used to prevent or restrict access to Gear Garage; or

4.2.18 sell any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties.

4.3 You agree to completely cooperate and assist Gear Garage against any claims or legal proceedings brought against Gear Garage by any other person as a result of your breach of these Terms.

4.4 Your account is personal to you and may not be transferred to or shared with others. You are responsible for keeping your account and login details secure and are responsible for all activities that are carried out under them. You should choose a strong, unique password, which you do not disclose to anyone else or use with any other service. Gear Garage will not be responsible for any losses suffered by you in circumstances where your account is used by someone else, unless this is caused by Gear Garages negligence.

## 5. RIGHTS IN THE GEAR GARAGE SERVICE

5.1 In consideration of you complying with the Terms, Gear Garage grants you a revocable, non-transferable and non-exclusive license to access and use the Gear Garage Service.

5.2 You acknowledge that your use of the Gear Garage Service grants you no rights in or to the Gear Garage Service or any of the intellectual property rights (including any copyright,

trade mark or patents) owned by Gear Garage or its licensors, other than the right to use the Gear Garage Service in accordance with the Terms.

5.3 You agree not to copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the Gear Garage Service or the computer codes of elements comprising the Gear Garage Service other than for your own personal use. Subject to the above, you may download insubstantial excerpts of this content to your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

## 6. CONTENT POSTED ON THE GEAR GARAGE SERVICE

### 6.1 Your responsibility

6.1.1 You understand that you are solely responsible for any content that you post or otherwise submit to the Gear Garage Service ("Your Content"). You represent that you have all necessary rights to Your Content and that publication of Your Content through the Gear Garage Service will not infringe the rights (including intellectual property rights) of any third party. You agree to compensate Gear Garage for any losses that Gear Garage suffers as a result of any breach by you of any of the promises made by you in these Terms.

6.1.2 You acknowledge the uploading of Your Content will be subject to approval by Gear Garage and that Gear Garage will monitor and may moderate Your Content. If Gear Garage becomes aware that any of Your Content does not, in our reasonable opinion, comply with the Terms, you acknowledge that Gear Garage may remove it, without liability. Although Gear Garage has rules for the posting and uploading of Your Content, the features of the Gear Garage Service may be misused and sometimes Your Content can still be posted that is misleading or deceptive. You should not therefore rely on any other user's content ("User Content") being accurate or complete. You accept that if you do rely on any User Content which has been posted or uploaded, and you do not take steps to verify the information that you are relying on when presented the opportunity to do so by having the other users information provided to you, you do so at your own risk.

### 6.2 Permission to use Your Content

6.2.1 When you post Your Content, you grant us and represent that you have the right to grant us, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable right to exercise any and all copyright, publicity, trademarks, design, database and intellectual property rights to that content, in any media whether now known or to be discovered in the future and on all other sites, services, applications and tools. In addition, you waive your right to be identified as the author of Your Content, to the fullest extent permitted by law.

### 6.3 Gear Garages use of third party information

6.3.1 We may at times use third party data suppliers to provide additional content (including descriptions, product specifications and other content) ("Third Party Material") to supplement Your Content. You may use such information solely in connection with Your Content during the time Your Content is displayed on the Gear Garage Service (such permissions for use, being "Third Party Permissions"). Third Party Material may be subject to copyright, trademark and/or other protections. You agree not to remove any such protected information and/or create any derivative works based on the content of such Third Party Material (other than by including such Third Party Material in your listings). This permission is subject to modification or revocation at any time at our sole discretion, and we shall post on the Gear Garage Service, any such modifications or revocations in respect of any Third Party Permissions.

### 6.4 Continuing obligations

6.4.1 You may not have the opportunity to review all of the Third Party Material before posting Your Content. We are not responsible for the accuracy of such Third Party Material. If you notice inaccuracies in this Third Party Material after Your Content appears on the on the Gear Garage Service please contact us at [info@geargarage.co.za](mailto:info@geargarage.co.za)

### 6.5 Reporting abusive, threatening, or infringing content

6.5.1 If any of the content posted or submitted to the Gear Garage Service by another user makes you feel threatened, or abused, or if you believe any such is offensive or otherwise breaches the Terms, please contact Gear Garage through the following link:  
<https://geargarage.co.za/contact/>

### 6.6 Rights of Gear Garage to remove content from the Gear Garage Service



6.6.1 Without limiting any other remedies, Gear Garage may, without notice or delay: (i) immediately remove (or instruct you to remove) content from the Gear Garage Service; (ii) temporarily or indefinitely prevent you from adding further content to the Gear Garage Service; (iii) cancel a request to lease or an offer to lease a particular item; (iv) prohibit your access to the Gear Garage Service permanently or temporarily, if Gear Garage reasonably believes that:

6.6.1 you have breached any of these Terms;

6.6.2 you are acting inconsistently with the spirit of the Gear Garage Service or our policies (including, without limitation, circumventing temporary or permanent suspensions or harassing the Gear Garage employees or other users);

6.6.3 you have engaged in improper or fraudulent activity, or your actions may cause legal liability or financial loss to Gear Garage or users of the Gear Garage Service;

6.6.4 items are listed against incorrect or inaccurate content;

6.6.5 you have been undertaking Fee Avoidance; or

6.6.6 it is required to do so by applicable law or to protect the interest of the other users of the Gear Garage Service.

## 7. FEES AND COMMISSION

7.1 On each occasion that a transaction between a Lessee and Lessor for the rental of an item made available through the Gear Garage Service:

7.1.1 as a Lessor, you agree to pay to Gear Garage a commission of fifteen percent (15%) of the Rental Fee ("Gear Garage Commission"); and

7.1.2 as a Lessee, you acknowledge that the Lessor has agreed to pay to Gear Garage a commission of fifteen percent (15%) of the Rental Fee ("Gear Garage Commission").

7.2 If, as a Lessee, you submit a request to lease a particular item and that request is approved by the Lessor, you will be charged the full Rental Fee up front. The "Rental Fee" means the daily rate you have agreed to pay to rent the item multiplied by the number of days that you have agreed to rent the item for.

7.3 As a Lessor, you can request the Lessor Fee due to you upon completion of the booking period, with payments being made within 7 working days. The “Lessor Fee” means the Rental Fee LESS the Gear Garage Commission.

7.4a Payments made through the Gear Garage Service are processed by PayFast. You can read their full terms and conditions <https://www.payfast.co.za/end-user-agreement/>.

7.4b Payment processing services for lenders on Gear Garage are provided by PayFast and are subject to PayFast's terms and conditions, which includes the PayFast Terms of Service (collectively, the "PayFast Services Agreement"). By agreeing to these terms or continuing to operate as a lender on Gear Garage, you agree to be bound by the PayFast Services Agreement, as the same may be modified by PayFast from time to time. As a condition of Gear Garage enabling payment processing services through PayFast, you agree to provide Gear Garage accurate and complete information, and you authorize Gear Garage to share necessary information and transaction information related to your particular transaction as facilitated by PayFast.

7.5 You acknowledge that you are solely responsible for payment of applicable taxes (if any) owed by you pursuant to your use of the Gear Garage Service.

7.6 Our fees are payable in South African Rands or in any currency facilitated by the PayFast payment service utilised by Gear Garage, and we may change them from time to time. We'll notify you of changes to our fee policy by posting such changes on the Gear Garage Service and will also send an email to the address registered to your account. We shall give prior notice of promotional events and new services by posting details on the Gear Garage Service and will also send an email to the address registered to your account.

7.7 You also agree that where you have contacted a particular user, or a user has contacted you through the Gear Garage Service, users shall not complete any private gear rental transactions other than using the Gear Garage Service, or engage in any other practice which may avoid or lower the amount of Gear Garage Commission that would otherwise have been payable had the transaction been completed using the Gear Garage Service ("Fee Avoidance"). In the event of engagement by any user(s) in any Fee Avoidance, such user(s) shall indemnify and hold harmless Gear Garage in respect of any losses suffered by Gear Garage as a result of such Fee Avoidance. Or in the event that you attempt to engage a user

you met through the Gear Garage service in a rental transaction that does not use the Gear Garage service, you may have your account with Gear Garage suspended or terminated.

## 8. CANCELLATION AND RETURN POLICY OF LISTINGS AND TRANSACTIONS

8.1 If you, as a Lessee, cancel a request (which has been approved by the Lessor) any time prior to the start of the booking date, you shall receive a partial refund of the Rental Fee otherwise charged, being a eighty five percent (85%) refund, with five percent (5%) going to Gear Garage for bank charges for reversal of the transaction, and the Vendor still collecting 10% of the total booking fee.

8.2 If you, as Lessor, list an item for rental, you may subsequently cancel your listing of that item for rental, without any charge or liability, at any time prior to approving a request from a Lessee to lease an item.

8.3 However, once a Lessor's item has been booked, the item cannot be cancelled or removed until all existing bookings have been completed. If a Lessor does not honour a booking with his/her Lessee, and removes an item/s from the list of an active booking, a cancellation charge to the value of the item/s total rental fee for the booking period will be charged to the Lessor, and taken off his final allocated fee.

8.4 In the event that the Lessor pays a cancellation charge to Gear Garage in respect of a particular cancelled transaction, Gear Garage may credit the account of the Lessee, where Gear Garage, at its sole discretion, deems this appropriate.

8.5 If Gear Garage believes that you intend to cause harm to any items you rent through the platform, or believe you are renting with intent to steal; we reserve the right to cancel your rental immediately and without warning, and charge you an appropriate sum. This sum will be up to but not more than the total value of the items in question. It is at Gear Garage's discretion to determine what an appropriate sum in each instance is.

## 8.6 RETURN POLICY

8.6.1) You further acknowledge that as a Lessee, if you return the item after the Return Deadline (as defined in the Lessee's Rules), we are entitled to charge you up to 100 percent (100%) the full Rental Fee for each additional day that the item is returned after the Return Deadline (for the avoidance of doubt, if the item is returned after the Return Deadline on the scheduled day of return, you shall be charged for a full additional day of rental). The Return

Deadline is the time you agreed to return the item with the lender, or 12pm on the rental return date (whichever time is later)

## 8.7) EARLY RETURN POLICY

8.7.1) Upon early return of gear, a Vendor will need to close the booking on his/her Dashboard, then email the GG team directly so that we can make the amendments on our end. The renter (Lessee) will then be subject to a refund, for the remaining days for which they did not have or use the gear for. Refunds for early returns are subject to the discretion of Gear Garage, and time-stamped proof of early return may need to be submitted in the event that a Vendor does not close the booking early.

## 9. YOUR LIABILITY

9.1 Nothing in these Terms shall limit your liability for fraudulent misrepresentation, or for death or personal injury resulting from your negligence.

9.2 As a Lessor, when listing an item for rental through the Gear Garage Service, you must give true and accurate details of the condition of the item and detail what is included or noticeably absent.

9.3 As a Lessee, by requesting to rent an item through our Services, you are responsible for having sufficient funds available to replace the item should you lose or damage the item. If you do not know how much the item is worth, please contact a member of the Gear Garage team prior to submitting your request and we will assist you. If you do not have funds available for the approximate value of the item, do not request to lease the item.

9.4 In the event of a good faith dispute between the parties in relation to the Estimated Value of a particular item, Gear Garage has the sole discretion to set an appropriate Estimated Value for that item, determined in good faith and taking into account the reasonable representations of the parties.

9.6 If you refuse to pay for any damage caused, or to pay any amount that you owe to Gear Garage or a Gear Garage user, for any reason, within the timeframe given to you by Gear Garage, we will engage the services of debt collectors who will pursue this debt with you on

our behalf. You agree that the charge for their services will be added to the debt they will be collecting from you.

## 10. OUR LIABILITY

10.1 This Agreement describes all of Gear Garages obligations in the event of any loss or damage resulting from your participation in the marketplace. In order to disclaim warranties and to provide for certain limitations on our liability, we are required to provide the following information in this format:

GEAR GARAGE PROVIDES A MARKETPLACE THAT ENABLES CAMERA EQUIPMENT RENTAL SERVICES BETWEEN CAMERA EQUIPMENT OWNERS AND CAMERA EQUIPMENT RENTERS. GEAR GARAGE DOES NOT PROVIDE CAMERA EQUIPMENT RENTAL SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS MARKETPLACE, THE CAMERA MANUFACTURER OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. CAMERA BATTERIES AND FILMS OR MEMORY CARDS). EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GEAR GARAGE HEREBY DISCLAIMS ANY WARRANTY OF ANY KIND WITH RESPECT TO THE CAMERAS AND OTHER PRODUCTS AND SERVICES PROVIDED BY OR THROUGH GEAR GARAGE, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GEAR GARAGE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR SECURE OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, HOWEVER GEAR GARAGE COMMITS ITSELF TO MAKING ITS PLATFORM AND SERVICE AS SECURE AND FUNCTIONAL AS POSSIBLE AND WILL ALWAYS ENDEVEVOUR TO RECTIFY ERRORS AND PUT PROCESSES IN PLACE TO PREVENT FUTURE DEFECTS. USE OF THE SERVICE AND ANY CAMERA EQUIPMENT RENTED THROUGH THE MARKETPLACE IS AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GEAR GARAGE WILL CREATE ANY EXPRESS WARRANTY.

IN NO EVENT WILL GEAR GARAGE BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN GEAR GARAGES INSURANCE AS DESCRIBED IN THIS AGREEMENT, GEAR GARAGES LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, DELICT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE AMOUNT OF THE RENTER'S DEPOSIT AMOUNT. GEAR GARAGE IS NOT LIABLE FOR OUTSTANDING DEBT OWED TO OWNERS. ANY ADDITIONAL FEES OWED TO THE OWNER EXCEEDING THE GEAR GARAGES DEPOSIT AMOUNT WILL BE HANDED OVER TO GEAR GARAGES APPOINTED DEBT COLLECTION AGENCY AND ANY FUNDS RECEIVED THROUGH THIS AGENCY WILL BE PAID OVER TO THE OWNER OF THE CAMERA EQUIPMENT.

10.2 Nothing in these Terms shall limit the liability of Gear Garage for fraudulent misrepresentation, or for death or personal injury resulting from its negligence or the negligence of its agents or employees.

10.3 You have certain rights under the law. These include that we will provide the Gear Garage Service to you with reasonable skill and care. You have certain legal remedies if we breach any of these rights. Nothing in these Terms is intended to affect these legal rights or other rights which you may also be entitled, for example to damages or specific performance. For more information about your legal rights contact your local Citizens Advice Service or visit the National Consumer Commission website at: <http://www.thencc.gov.za/welcome> .

10.4 Under no circumstances shall Gear Garage be liable or responsible for the acts or omissions of any third party who uses the Gear Garage Service (including any third party with whom you enter into a transaction through the Gear Garage Service). Gear Garage is acting as an intermediary only in respect of any transaction concluded by parties introduced to each other through the Gear Garage Service for the rental of any item listed on the Gear Garage Service and accepts no liability for the performance of either party (i.e. Lessee or Lessor) in relation to any such transaction.

10.5 Without prejudice to section 10.3 above, Gear Garage is not responsible for:

10.5.1 losses not caused by our breach;

10.5.2 indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by at the time of entering into this agreement, (for example loss of profits or loss of opportunity);

10.5.3 User Content to the extent that such content is unlawful, threatening, abusive, defamatory, obscene or indecent or otherwise violates or infringes upon the rights of any other person, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law; or

10.5.4 failure to provide the Gear Garage Service or to meet any of our obligations under this agreement where such failure is due to Events Beyond Our Control.

10.5.5 For the purposes of section 10.4.4, "Events Beyond Our Control" means any cause beyond our reasonable control which prevents us from providing the Service or fulfilling any of our other obligations under this agreement and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

10.6 Other than for breaches of implied statutory terms described in paragraph 10.2 above, Gear Garages total liability to you for any loss or damage arising in connection with your use of the Gear Garage Service shall be limited the applicable laws of the Republic of South Africa.

10.7 You acknowledge that we cannot guarantee continuous, error-free or secure access to the Gear Garage Service or that defects in the Gear Garage Service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the operation and availability of the Gear Garage Service.

10.8 Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute.

## 11. ENDING YOUR USE OF THE GEAR GARAGE SERVICE

11.1 You can simply choose to stop using the Gear Garage Service at any time. In addition, you may also contact Gear Garage through the following link: <https://geargarage.co.za/contact/> and request that we deactivate your account.

11.3 You acknowledge that your use of the Gear Garage Service is subject to Gear Garages discretion and Gear Garage may, in the event of your breach of the Terms, at its sole discretion, withdraw your rights to use the Gear Garage Service on the provision of written notice with immediate effect.

11.4 No cancellation fees will be charged to any Gear Garage marketplace users for terminating their account.

## 12. THIRD PARTY RIGHTS

12.1 A person who is not a party to this agreement has no right to enforce any term of this agreement but this does not affect any right or remedy of a third party specified in this agreement or which exists or is available apart from that Act. You may not delegate your legal obligations or transfer any of your rights in whole or in part to any third party without advance written consent of Gear Garage.

## 13. PERSONAL INFORMATION

13.1 By using Gear Garage Services, you agree to the collection, transfer, storage and use of your personal information by Gear Garage, as further described in our [Privacy Policy](#). Among other things, you agree that Gear Garage may use the personal information that you submit to us: (i) to verify your identity; (ii) for performing background and credit checks; (iii) for conducting "know your customer" (KYC) checks; and (iv) conducting "know your transaction" (KYT) checks.

13.2 You also agree to receive direct electronic messaging marketing communications from us unless you tell us that you prefer not receive such communications.

13.3 When you sign-up for the services offered by Gear Garage, you will provide certain information about yourself. You promise to provide complete and accurate information to



Gear Garage. Gear Garage may use third party services to verify the information you provide to us and to obtain additional related information and corrections where applicable and you hereby authorize Gear Garage to request, receive, use and store such information for a reasonable period of time.

13.4 You promise to update the information you have provided to Gear Garage in the event of any changes to your contact information. These updates must be made on the website on a user's dashboard by the user themselves when there is any change in information previously provided. All changes however will be subject to approval by Gear Garage.

Specifically, with respect to your contact information, Gear Garage may deliver notices to you at the most recent email and billing address provided by you, and those notices will be considered valid even if you no longer maintain the email account, the phone number, or receive mail at that address. Also, you are and will be solely responsible for all of the activity that occurs through your account, so please keep your password and account information secure. Gear Garage may use and share your information as described in our [Privacy Policy](#).

## 14. DISPUTES

### 14.1 Disputes between Users

14.1.1 If you have a dispute with one or more Gear Garage users, you release us (and our officers, directors, agents, and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes.

14.1.2 Notwithstanding section 14.1.1, if a Lessee and Lessor are unable to resolve a dispute, Gear Garage will use reasonable efforts to mediate in respect of such dispute and, without prejudice to its rights set out under these Terms, may choose to deduct monies up to the estimated value of a particular item from the account of the Lessee to compensate the Lessor following loss or damage of a particular item that has been rented as part of the transaction.

### 14.2 Disputes between you and Gear Garage

14.2.1 If the unlikely event of a dispute arises between you and Gear Garage, we strongly encourage you to first contact us directly to seek a resolution by going to the Gear Garage

Contact page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

## 15. General

15.1 You acknowledge that Gear Garage may transfer its rights under the Terms (and any related claims) to any third party without having to obtain your prior consent.

15.2 Nothing in the Terms is intended to or shall operate to create an employment, agency, partnership or joint venture of any kind between Gear Garage and any user.

15.3 If you breach the Terms and Gear Garage takes no action against you, Gear Garage reserves its rights to take action against you at a later date.

15.4 The Terms constitute all terms agreed upon between you and us and supersede any prior agreements in relation to the Gear Garage Service. You represent that you have not accepted the Terms in reliance on any oral or written representations made by us that are not contained in the Terms.

15.5 You acknowledge that your right to access and use the Gear Garage Service is also subject to:

15.5.1 applicable law; and

15.5.2 any rules or policies applied by the relevant Appstore from which you access the Gear Garage Service;

15.6 If any part of the Terms are disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

15.7 Except for notices relating to illegal or infringing content, your notices to us may be sent by registered mail to Gear Garages' *domicilium citandi et executandi* or may be sent via email to Gear Garage. We will send notices to you via the email address you provide. Notices sent by registered mail will be deemed received five days following the date of mailing. Notices sent by email will be deemed received the following working day after they were sent.

15.8 Gear Garage user policies provide additional terms of use of the Gear Garage marketplace as well as [Frequently Asked Questions \(FAQ\)](#) where we attempt to explain our policy and terms in plain English and are legally binding and are hereby incorporated into this Agreement. In addition, the Gear Garage [Privacy Policy](#) will apply to all of the activities described in this Agreement and is hereby incorporated into this Agreement. Please review these documents carefully. If you have any questions concerning those Policies, please contact us at [info@geargarage.co.za](mailto:info@geargarage.co.za)

15.9 You agree that you will always use the marketplace in compliance with the terms of this Agreement and any other policies and standards provided to you by Gear Garage. You promise Gear Garage that you have the legal right to enter into this Agreement and to use the marketplace. You promise that your activities with Gear Garage will not violate anyone else's rights. You also agree to comply with all applicable laws and regulations of South Africa.

15.10 The Gear Garage marketplace contains copyrighted material, trademarks, and other proprietary information, all of which is individually and collectively protected by copyright laws and other intellectual property laws in South Africa and internationally. Except as part of the intended use of the Gear Garage marketplace, you must not copy, distribute, make available, publicly perform, display or create any work based on such content, or exploit such content in any way, in whole or in part. Except for content provided by users through the Gear Garage marketplace, Gear Garage and its licensors own all of the content presented through the Gear Garage marketplace. All rights are hereby expressly reserved.

15.11 This Agreement states the entire understanding between you and Gear Garage concerning your participation in the marketplace and supersedes any verbal or written communications between us. You will remain responsible for your obligations hereunder in any event. If any provision of this Agreement is construed to be unenforceable, the remaining provisions will not be affected and will continue in full force and effect. Gear Garage must agree to any modification or waiver of any term of this Agreement in writing. Gear Garages failure to exercise any right under this Agreement will not constitute a waiver of any other right Gear Garage may have. This Agreement and any related claims or disputes would be governed by and construed in accordance with the laws of South Africa.

## 16. NON-COMPETE AGREEMENT

between

GEAR GARAGE (PTY) LIMITED, REGISTRATION NO: 2019/ 113643/ 07.

and

THE USER

(Hereafter “the platform user”)

16.1 The platform user, its shareholders, directors, employees, agents, representatives and assigns hereby irrevocably agree as follows:

16.1.1 That should a Gear Garage customer signify his/her/its intention to rent camera equipment owned by the platform user, the platform user will not under any circumstances utilise the contact thereby established through the platform to persuade or negotiate with the Gear Garage customer to deal directly with it, whether by use of the platform or otherwise and to the exclusion of Gear Garage.

16.1.2 Similarly, should the Gear Garage customer propose that the platform user deal directly with it, the platform user shall be obliged to inform the Gear Garage user that it is contractually bound not to contract independently with the Gear Garage customer based on the provisions of this non-compete agreement.

16.2 Damages

16.2.1 Should Gear Garage suspect or become aware of the fact that the platform user is or may be contravening the provisions of this agreement and the covenant by the platform user that it will not unlawfully compete with Gear Garage by poaching or otherwise seeking to solicit business based on the platform from Gear Garage, the platform user shall be obliged to provide its fullest cooperation to Gear Garage in establishing any breach of the provisions hereof.

16.2.2 Should it be established to Gear Garages reasonable satisfaction that the platform user has breached any of its obligations under this agreement, Gear Garage shall become entitled to any pre-liquidated damages as determined by the applicable legal authority.

By registering I hereby agree to all the terms above and considered these terms as being digitally signed.

## 17. GENERAL LEGAL INFORMATION

17.1 Notwithstanding anything to the contrary, Gear Garage agrees to be bound by and conduct itself in accordance with, the laws of the Republic of South Africa as they relate to the provision of the Gear Garage Service.

17.2 The users of the Gear Garage Service agree to same.

17.3 Gear Garage and users of the Gear Garage Service agree to conduct themselves in accordance with the legislation relevant to the Gear Garage Service, namely:

Electronic Communications and Transactions Act no. 25 of 2002

National Credit Act no. 34 of 2005

Consumer Protection Act no. 68 of 2008

Protection of Personal Information Act 4 of 2013

17.4 Gear Garage and users of the Gear Garage Service acknowledge and accept that the terms of service, privacy policy and agreements with users and those provided for use between users of the Gear Garage Service shall be binding upon these parties and are the primary documents of use and reference.

17.5 The parties, however, acknowledge and accept that all of the documents of use and reference will be superseded by south African legislation including but not limited to those mentioned above, and all parties concerned agree to subjected to any right, command or sanction that may be afforded or imposed by such legislation.

17.6 It is acknowledged and accepted that disputes and legal actions will occur between the parties as between themselves. What this means is that users disputes as they relate to transactions between users will be settled between users, and disputed between users and Gear Garage will be settled as such. Therefore, users acknowledge and accept to be bound by laws of South Africa as they relate to transactions between themselves, and acknowledge and accept to conduct themselves in terms of these laws, and abide by and provisions set my these laws, such as those contained in the Consumer Protection Act of 2008.

## LESSEES'S RULES

You should read these rules carefully before using the Gear Garage Service to rent an item (and therefore become a "Lessee"). By using the Gear Garage Service as a Lessee, you are agreeing to these rules (the "Lessee's Rules") as well as the Terms.

## 1. GEAR GARAGES ROLE

1.1 Gear Garage is a platform for Lessee's to find items to rent from those who wish to lease them ("Lessors"). The Gear Garage Service enables Lessees to enter into transactions with Lessors to rent these items (the "Transaction"). Gear Garage is not a party to this Transaction or in any way responsible for the acts or omissions of either the Lessor or Lessee in relation to the Transaction.

1.2 By signing up to the Gear Garage Service you are acknowledging that:

1.2.1 you are not renting from Gear Garage but from another user of the Gear Garage Service, who has signed up as a Lessor; and

1.2.2 Gear Garage does not guarantee or endorse any items rented through the Gear Garage Service or any content posted by Lessors (such as photographs, language, description used in listings).

## 2. COMMUNICATING WITH LESSORS

2.1 You can communicate directly with Lessors on the Gear Garage Service by using the "Message User" feature. This is a good way to find out more information about the item you are looking to rent. However, you may not use this feature for the following:

2.1.1 sending unsolicited advertising or promotions, requests for donations or spam;

2.1.2 contacting someone after they have requested you not to;

2.1.3 harassing or abusing another user; or

2.1.4 forming an agreement outside the Gear Garage Service for the purpose of Fee Avoidance.

## 3. LEASING AN ITEM

3.1 By requesting to lease an item you agree and warrant that you:

3.1.1 have read and accepted the item description and the Terms before making a request to lease an item; and

3.1.2 have the funds available to (i) cover the required payments to rent the item and the Gear Garage Commission, (ii) pay the full estimated value of the item in the case of loss or damage and (iii) pay the excess amount of an insurance claim by the lessor. The estimated value is defined as a reasonable estimate determined by the lessor unless the lessee disagrees in which case Gear Garage will determine the estimated value as per clause 9.6;

3.1.3 accept liability for the full Estimated Value of the item in case of loss or damage; and

3.1.4 will not engage in Fee Avoidance.

3.2 When leasing an item, you agree that you will return the item to the Lessor before 12pm (noon) on the scheduled date of return (the "Return Deadline").

3.3 If you would like to extend the period for which you lease an item, you may submit an additional request to extend this period, for acceptance by the Lessor, through the Gear Garage Service.

3.4 If you have failed to extend the rental period for a particular item through the Gear Garage Service and, consequently, return the item after the Return Deadline, you acknowledge that Gear Garage may charge you as set out in the 'Your Liability' section of the Terms [section 9].

#### 4. LIABILITY

4.1 As a Lessee, by requesting to rent an item through the Gear Garage Service, you are agreeing to that Estimated Value assigned by the Lessor. If you do not agree with this Estimated Value, do not request to lease the item. If you do agree to this Estimated Value, you are agreeing to be liable for up to the full Estimated Value of that item, in the case of loss or damage while you are renting this item.

4.2 Gear Garage provides a marketplace to allow camera equipment owners and renters to connect in an easy and efficient way. Except as expressly provided in this Agreement, Gear Garage and the applicable camera equipment owner do not accept liability with respect to your use of the Gear Garage marketplace or the applicable camera equipment camera(s). **AS SUCH, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE**

CLAIMS AGAINST GEAR GARAGE AND ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES (THE “GEAR GARAGE PARTIES”) AND THE CAMERA EQUIPMENT OWNER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS MARKETPLACE INCLUDING, WITHOUT LIMITATION, A CAMERA NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN A CAMERA, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR ASSOCIATES AND, IN THE CASE OF THE GEAR GARAGE PARTIES, ANY ACTIONS OR INACTION OF THE CAMERA EQUIPMENT OWNER. YOUR WAIVER DOES NOT EXTEND TO ANY DAMAGES OR LOSSES RESULTING FROM ANY PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.3 I understand and agree that if without lawful cause the camera or camera equipment is not returned on expiry of the rental period, the camera or camera equipment may be regarded as stolen and criminal charges may be laid with the South African Police services without further notification to me.

4.4 I accept the address set out as my *domicilium citandi et executandi* for the service of any legal process. In the event of any legal action being instituted against me for recovery of any amount whatsoever, I shall be liable for all legal costs incurred including, admin costs, 10% receipting fee on each instalment paid. If the matter is defended, I will be liable for legal costs incurred on an attorney/client scale. Once my account has been handed over there will be no further correspondence entered into with Gear Garage. All correspondence will be with Gear Garages appointed debt collection agency. I the undersigned, hereby choose my address as I stated on the Gear Garage website as my *domicilium citandi et executandi* for all purposes under this agreement.

4.5 By my registering on the Gear Garage Market Place I/we digitally agree to all these terms and explanations in the [FAQ section of our website](#) and I/we accept that I/we am/are liable jointly and severally for the payment of all amounts due to Gear Garage in terms of or pursuant to the rental agreement. I confirm that if payment hereunder is paid by credit card or charge card, my electronic signature shall constitute authority to debit my nominated credit card or charge card with the total amount due.



## 5. LEAVING A REVIEW

5.1 When you have leased an item using the Gear Garage Service, Gear Garage encourages you to leave a review, as it helps Lessors build a good reputation, or warn other users about a poor experience.

5.2 You can leave a review by choosing a one to five star rating.

5.3 By leaving a review you acknowledge that:

5.3.1 your review and profile information will be publicly displayed on the Lessor's listing and review pages;

5.3.2 your review will not contain:

5.3.2.1 private information;

5.3.2.2 obscene, racist or harassing language or imagery;

5.3.2.3 advertising or spam; or

5.3.2.4 content that will undermine the integrity of the review system of Gear Garage; and

5.3.3 any attempt to manipulate reviews through threats, intimidation or bribery is considered extortion and is strictly prohibited on Gear Garage.

5.4 Similarly, you accept that a Lessor can leave you a review and you acknowledge that:

5.4.1 your review will be publicly displayed on your review page;

5.4.2 any attempt to manipulate reviews through threats, intimidation or bribery is considered extortion and is strictly prohibited on the Gear Garage Service.

5.5 Gear Garage reserves the right to remove reviews that violate the Terms.

## LESSOR'S RULES

You should read these rules carefully before using the Gear Garage Service to rent an item (and therefore become a "Lessor"). By using the Gear Garage Service as a Lessor, you are

agreeing to these rules (the "Lessors' Rules") as well as the Terms (found here <https://geargarage.co.za/terms-conditions/>)

## 1. GEAR GARAGES ROLE

1.1 Gear Garage is a platform for Lessees to find items to rent from Lessors. The Gear Garage Service enables Lessees to enter into transactions with Lessors to rent these items, but it is important to remember that Gear Garage is not part of that transaction (the "Transaction").

1.2 By signing up to Gear Garage you are acknowledging that:

1.2.1 you are not leasing to Gear Garage but to another user of the Gear Garage Service, who has signed up as a Lessee; and

1.2.2 Gear Garage does not guarantee or endorse any Lessee or content or communication that they post (such as photographs, language, description used in listings).

## 2. COMMUNICATING WITH OTHER GEAR GARAGE USERS

2.1 You can communicate directly with Lessees on the Gear Garage Service by using the "Message User" feature. This is a good way to find out more information about the person who is looking to rent your item. However, you may not use this feature for the following:

2.1.1 sending unsolicited advertising or promotions, requests for donations or spam;

2.1.2 sending unsolicited advertising or promotions, requests for donations or spam;

2.1.3 harassing or abusing another user; or

2.1.4 forming an agreement outside the Terms agreed with us for the purposes of Fee Avoidance.

## 3. LEASING AN ITEM

3.1 By offering to lease an item you agree and warrant that you:

3.1.1 have provided an honest, accurate description about your item, filling in all information required, including but not limited to, accurate up to date photographs, and a reasonable Estimated Value;

3.1.2 provide honest, accurate information in your profile;

3.1.3 will not engage in Fee Avoidance; and

3.1.4 have the funds available to cover the applicable cancellation fee payable to Gear Garage in the case of a late cancellation.

#### 4. LIABILITY

4.1 In addition to the terms provided above, you agree to comply with any and all applicable laws and regulations. More information is available in our [FAQs](#). As part of your participation in the marketplace, it is strongly advised by Gear Garage that users acquire their own insurance so as to prevent being personally liable for damage or loss caused by users of the Gear Garage marketplace. You must inform Gear Garage promptly in the event information as previously provided changes. Except with respect to losses to be paid by Gear Garage as described above, you will be fully responsible for any losses or damages suffered by any party as the result of your activities in the Gear Garage marketplace.

4.2 Gear Garage provides a marketplace to allow camera and camera equipment owners and renters to connect in an easy and efficient way. Except as expressly provided in this Agreement, Gear Garage and the applicable camera or camera equipment renter do not accept liability with respect to your use of the Gear Garage marketplace. **AS SUCH, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST GEAR GARAGE AND ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES (THE "GEAR PARTIES") AND THE CAMERA EQUIPMENT RENTERS FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS MARKETPLACE INCLUDING, WITHOUT LIMITATION, A CAMERA NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, IN THE CASE OF THE GEAR GARAGE PARTIES, ANY ACTIONS OR INACTION OF THE CAMERA OR CAMERA EQUIPMENT RENTER.**

#### 5. WHAT CAN'T BE RENTED ON GEAR GARAGE

5.1 Users come to Gear Garage to find camera equipment and products to lease from other users of the Gear Garage Service. However it must be made clear that rental of ANY products or equipment that are NOT essentially camera products or equipment is expressly

prohibited from being rented through the Gear Garage Service. This is done to protect our users and the spirit of Gear Garage as a business.

## 6. LEAVING A REVIEW

6.1 When you have lent an item using the Gear Garage Service, Gear Garage encourages you to leave a review, as it helps Lessees to build a good reputation, or warn other users about a poor experience.

6.2 You can leave a review by choosing a one to five star rating.

6.3 By leaving a review you acknowledge that:

6.3.1 your review and profile information will be publicly displayed on the Lessee's listing and review pages;

6.3.2 your review will not contain:

6.3.2.1 private information;

6.3.2.2 obscene, racist or harassing language or imagery;

6.3.2.3 advertising or spam; or

6.3.2.4 content that will undermine the integrity of the review system of Gear Garage; and

6.4 Similarly, you accept that a Lessee can leave you a review and you acknowledge that:

6.4.1 your review will be publicly displayed on your review page;

6.4.2 any attempt to manipulate reviews through threats, intimidation or bribery is considered extortion and is strictly prohibited on the Gear Garage Service.

6.5 Gear Garage reserves the right to remove reviews that violate the Terms.