

## LEGAL NOTICE: TERMS AND CONDITIONS OF THE TABALOT WEBSITE AND TABALOT APPLICATION

### 1. THE OWNER OF THE TABALOT WEBSITE AND APPLICATION

- 1.1 The owner of this website [www.Tabalot.com](http://www.Tabalot.com) (the “**Website**”) and the Tabalot application (the “**Application**”) is Tabalot, but regulations require us to provide you with some more information.
- 1.2 Tabalot’s full name is Tabalot (Pty) Ltd (“**Tabalot**”), and our registered office is at Cedar Place cnr. Cedar and Blackwood Road, Bryanston, 2191 and with email address [office@tabalot.com](mailto:office@tabalot.com).
- 1.3 This legal notice sets forth the terms and conditions governing the use of and access to our Website and our Application, including browsing.

### 2 ACCESSIBILITY

- 2.1 A website is accessible when access and use is possible by any person, regardless of their personal limitations or the limitations of their context (environmental, lighting, technological or any other factor over which Tabalot has no control).
- 2.2 At Tabalot we promote the philosophy, where the most important thing is the content. For that reason we take care of the Website and the Application, working to meet the highest level of accessibility.
- 2.3 Kindly note that Tabalot may interrupt access to its Website or its Application for security reasons, maintenance of technological infrastructures or due to power supply interruption. If the interruption is temporary or permanent, users will be informed of the circumstances causing the interruption as best possible.

### 3 ACCESS AND USE OF THE WEBSITE AND APPLICATION

- 3.1 The access, navigation or use of the Website and Application requires that whoever accesses, navigates or uses the Website and Application accepts the terms and conditions of this legal notice.
- 3.2 However, access to certain services is exclusive to our registered users and requires prior registration and acceptance, before starting the service, of Tabalot’s [Terms and Conditions of Use](#) which will replace, complete or modify those set forth in this legal notice, as well as acceptance of Tabalot’s [Privacy Policy](#) .
- 3.3 The processing of personal data will be in compliance with the Protection of Personal Information Act (POPIA), South Africa's data protection legislation
- 3.4 It is important to remember that Tabalot does not own or in any form acquire ownership of any of the items published on our platform and, therefore, is not a selling or trading party in the transactions by users. Tabalot is a facilitator of selling and trading items.

### 4 DATA PROTECTION AND COOKIES

- 4.1 Tabalot, as the owner of the Website and the Application, is committed to complying with the Protection of Personal Information Act (POPIA) and other applicable data protection regulations in force at any given time. We ensure the lawful processing, protection, and correct use of users' personal data, as well as their rights regarding such data.

4.2 Tabalot fully complies with the requirements of the Protection of Personal Information Act (POPIA), as well as other relevant legislation, including the Electronic Communications and Transactions Act (ECTA). Tabalot ensures that personal data is handled in a secure and transparent manner, in accordance with the privacy rights of users.

4.3 For more information, please see our [Privacy Policy](#)

## 5 MODIFICATIONS

Tabalot reserves the right to modify at any time this legal notice, as well as the design, configuration, technical specifications, contents and services of the Website or the Application, and its access, at any time, unilaterally and without prior notice to the user.

## 6 LINKS

6.1 In the event that the domain name contains links or hyperlinks to other Internet sites, Tabalot does not and shall not exercise any control over such sites, links or hyperlinks (“third party websites”) and the content thereof. Under no circumstances shall Tabalot, creator of the Website and the Application, assume any responsibility for the contents of any link belonging to a third-party website.

6.2 Tabalot shall not guarantee the technical availability, quality, reliability, accuracy, comprehensiveness, truthfulness, validity and constitutionality of any material or information contained in any such hyperlinks or other Internet sites.

6.3 The inclusion of these external connections to third party websites does not imply any type of association, merger or participation with the connected entities with Tabalot.

## 7 GENERAL

7.1 The User agrees to use the Website, Application, and any associated content, products, and services in a manner consistent with the intended purpose of the Website and in compliance with applicable South African laws and regulations, including but not limited to the Electronic Communications and Transactions Act, the Protection of Personal Information Act (POPIA), and any other relevant legislation. The User further agrees to adhere to these terms and conditions, the Terms and Conditions of Use, the Privacy Policy, and the Cookie Policy, and to act in good faith, with respect for good customs, public order, and ethical standards.

7.2 Tabalot reserves the right to take appropriate legal action for any breach of these conditions of access and use, including but not limited to civil or criminal actions available under South African law, for improper use of the Website or Application.

7.3 The User shall be liable to Tabalot, as well as to any third parties, for any damages, losses, or harm arising from any violation of applicable laws, regulations, or the terms and conditions when accessing, using, or browsing the Tabalot Website or Application.

## **8 THE TABALOT REPORTING CHANNEL**

- 8.1 We welcome you to the reporting channel (hereinafter, the “Reporting Channel”) that Tabalot provides you with to facilitate the confidential and speedy/swift communication of any conduct contrary to the internal regulations and the legally applicable regulations with the aim of preventing, detecting and giving an appropriate response to those contrary behaviors and with the desire to manage the company with the highest ethical standards of action.
- 8.2 Through the Reporting Channel you can report any irregularity, legal breach or reprehensible conduct contrary to Tabalot’s ethical standards, as set out in our internal regulations and in the applicable legislation.
- 8.3 You can access the Reporting Channel through the following email: [office@tabalot.com](mailto:office@tabalot.com)
- 8.4 This Reporting Channel guarantees the confidentiality of the informant and the formalization of communications in a completely anonymous way, thus preventing any member of the organization from knowing the identity of the informant unless he/she/they reveals it, as well as facilitating the prohibition of retaliation.
- 8.5 This Reporting Channel complies with the technical and procedural requirements of the applicable regulations on the protection of persons reporting breaches of regulations and the fight against corruption, as well as with the applicable provisions on the protection of personal data.
- 8.6 The information provided through the Reporting Channel is received and managed by the person or persons in charge of the information system at Tabalot so that, where appropriate, the corresponding measures can be adopted.
- 8.7 Last update: 18 March 2025

## **9 Tabalot Terms and Conditions of Use**

- 9.1 These Terms and Conditions of Use (hereinafter, “Terms and Conditions”) establish the conditions under which users are offered access to Tabalot websites, services and applications (hereinafter, “the Service”).
- 9.2 The service is a platform that allows:
  - 10.2.1 users to publish offers for the sale and purchase of a wide variety of items they own;
  - 10.2.2 users to communicate between themselves offering items to users interested in purchasing the items offered; and,
  - 10.2.3 the geographical location of users, in order to complete the transaction.
- 9.3 Use of the Service confers the status of user to the person doing so (hereinafter referred to as “the User”) and implies full acceptance of these Terms and Conditions. If the User does not agree with all or part of these Terms and Conditions, the User must refrain from installing and using the Service.
- 9.4 By accepting these Terms and Conditions, the User declares:
  - 9.4.1 that the user has read, understands and comprehends the terms and conditions set out herein;
  - 9.4.2 that the user assumes all the obligations set forth herein; and

9.4.3 That they are of legal age and have the legal capacity to use the Service in accordance with South African law, including the Protection of Personal Information Act, No. 4 of 2013 ("POPIA").

9.4.4

- 9.5 Acceptance of these Terms and Conditions by the User is a prior and indispensable step to using the Service. Tabalot reserves the right to update and/or modify the Terms and Conditions at any time and for any reason at its sole discretion. Tabalot will provide notice of any material change to the Terms and Conditions or to any Service or other feature of the Services. By accessing or using the Services after Tabalot has notified the User of a modification or update, the User agrees to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to the User, the User must immediately cease using the Services.

## **10 Service holder**

The owner and proprietor of the Service is Tabalot (Pty) Ltd (hereinafter "Tabalot"), with registered office at Cedar Place cnr Cedar and Blackwood Road, Bryanston, 2191 and with email address [office@tabalot.com](mailto:office@tabalot.com).

## **11 Need for registration**

- 11.1 In order to use the Service, the User must first register and accept these Terms and Conditions, the Privacy Policy, and the Cookies Policy.
- 11.2 The data entered by the User must be accurate, current and truthful. The registered User shall be responsible at all times for the safekeeping of their password, and shall therefore be liable for any damages that may arise from its improper use, as well as the transfer, disclosure or loss of the same, and must immediately inform Tabalot if they have reason to believe their password has been used in an unauthorised manner or is likely to be used in an unauthorised manner. In any case, the User is considered responsible for the access and/or use of the Service in relation to their account, and shall be liable in any case for such access and/or use.
- 11.3 By accepting the Terms and Conditions, the User consents to their data becoming part of Tabalot's database and the processing of such data shall be in accordance with the provisions of the [Privacy Policy](#).

## **12 Rules for the use of the service**

- 12.1 The User undertakes to use the Service in accordance with the law, general principles of morality and decency, public order and these Terms and Conditions. The User also undertakes to make proper use of the Service and not to use it for illegal or criminal activities, which infringe the rights of third parties or violates any laws or the rule of law. The User undertakes:
- 12.1.1 not transmit, introduce, disseminate and/or make available to third parties any type of material and information (items, objects, data, content, messages, drawings, sound and image files, photographs, software, etc.) that are contrary to the law, morality, public order and these Terms and Conditions. By way of example and in no way limiting or excluding from this list, the User undertakes:
- 12.1.2 not to introduce or disseminate content or propaganda of a racist, xenophobic or pornographic nature, or that advocates gender violence or bias, homophobia, terrorism, armed conflict, incitement to hatred or which violates human rights.

- 12.1.3 Not to disseminate, transmit or make available to third parties any type of information, element or content that violates the fundamental rights and public freedoms recognized in the Constitution, applicable legislation and in international treaties.
- 12.1.4 Not to disseminate, transmit or make available to third parties any type of information, element or content that constitutes unlawful or unfair advertising.
- 12.1.5 Not to transmit unsolicited or unauthorised advertising, publicity material, “junk mail”, “chain letters”, “pyramid schemes”, or any other form of solicitation, except in those areas (such as commercial spaces) that have been exclusively designed for this purpose.
- 12.1.6 Not to introduce or disseminate any false, misleading, ambiguous or inaccurate information and content in a way that misleads or is likely to mislead the recipients of the information or induce them into a transaction on a false basis.
- 12.1.7 Not to impersonate other Users of the Service or transfer the account access data or password to a third party without the consent of Tabalot.
- 12.1.8 Not to disseminate, transfer or make available to third parties any type of information, element or content without the authorization of the holders of the intellectual and industrial property rights that may apply to such information, element or content.
- 12.1.9 Not to disseminate, transfer or make available to third parties any type of information, element or content that violates any right to confidentiality of communications or infringes upon personal data protection laws, including the Protection of Personal Information Act (POPIA).
- 12.1.10 **Not to disseminate, transfer or make available to third parties any unlawful photographs or any representation or images of minors not permitted by law.**
- 12.1.11 Not to publish advertisements for items that require a prescription or that must be dispensed under the supervision of a doctor (doctor, dentist, optometrist, optician, pharmacist or veterinarian), or items that may influence the health of the individual (that have contraindications, interactions or side effects of whatsoever nature) or perishables of any kind.
- 12.1.12 To have a health authority approval to publish advertisements related to any health activity (with the need to present the registration of the professional who endorses such information).
- 12.1.13 Not to create valuations of transactions that have not taken place.
- 12.1.14 Not to report repeatedly in a false manner or incorrectly.
- 12.1.15 Not to use Tabalot services incorrectly. For example, not creating user accounts to benefit from shipping service promotions or to avoid paying for professional subscriptions.
- 12.1.16 Not to systematically extract or reuse part or all of the content of the Tabalot Services without our express written consent. In particular, the use of search and data mining tools or robots for the extraction (whether on one or several occasions) of substantial parts of the Tabalot Services for reuse is not permitted without the express written consent of Tabalot (Pty) Ltd.

**13.2** The User agrees to indemnify and hold harmless Tabalot from any claims, fines, penalties, or sanctions that Tabalot may incur as a result of the User’s non-compliance with any of the above rules of use. Tabalot also reserves the right to seek compensation for any damages resulting from the User’s failure to comply with these Terms and Conditions, including any legal costs incurred on an attorney-and-own-client scale.

## **13   Infringement by Users**

Tabalot reserves the right to deny use of the Service, either temporarily or permanently, from any User who violates any of the rules set out in these Terms and Conditions, the law or, which is contrary to general accepted morality and decency.

## **14 Exclusion of liability**

- 14.1 Tabalot does not own any of the items for sale or sold through its platform and is not a party to the sale and purchase transactions carried out exclusively between buyers and sellers, nor does it review or validate the products offered by Users through the Service, for which reason Tabalot shall not be liable, neither directly, indirectly, nor as a subsidiary, for damages of any nature arising from the use and contracting of the content and activities of Users and/or third parties through the Service, or for the lack of legality, reliability, usefulness, truthfulness, accuracy, completeness and timeliness of the same.
- 14.2 By way of example, and under no circumstances limited to, Tabalot shall not be liable for damages of any kind arising from:
- 14.2.1 The use made by Users of the Service or the status, origin, possible inaccuracy or possible falsity of the data provided by Users or of the items offered through the Service.
  - 14.2.2 The content, information, opinions and statements of any User or third parties or entities that are communicated or displayed through the Service (including the sending of descriptions and images via chat).
  - 14.2.3 The use that Users may make of the materials of the Service, whether prohibited or permitted, in infringement of intellectual and/or industrial property rights, confidential information, of the contents of the Service or of third parties.
  - 14.2.4 The carrying out of acts of unfair competition and unlawful advertising.
  - 14.2.5 The possible loss of User data due to causes not attributable to the Service.
  - 14.2.6 Access by minors to the content included in the Service.
  - 14.2.7 The unavailability, errors, access failures or lack of continuity of the Service.
  - 14.2.8 Failures or incidents that may occur in communications, erasure or incomplete transmissions.
  - 14.2.9 Non-operability or problems with the email address provided by the User.
- 14.3 Tabalot shall only be liable for the Services it directly provides to the User and shall not be liable for any actions, transactions, or interactions between Users or between Users and third parties through the platform, except as expressly required under applicable South African law, including the Consumer Protection Act (CPA) and any other relevant legislation

## **15 Content and services linked through the Service**

- 15.1 The Service may include technical linking devices, directories and search tools that allow the User to access other Internet pages and portals (hereinafter "Linked Sites").
- 15.2 The User acknowledges and accepts that access to the Linked Sites shall be at the User's sole risk and responsibility and exonerates Tabalot from any liability for any possible infringement of the intellectual or industrial property rights of the owners of the Linked Sites.
- 15.3 The User exonerates Tabalot from any responsibility for the technical availability of the Linked Sites, the quality, reliability, accuracy and/or veracity of the services, information, elements and/or content that the User may access. In these cases, Tabalot shall only be liable for the content and services provided on the Linked Sites to the extent that it has actual knowledge of the unlawfulness and has not deactivated the link with due diligence. In the event that the User considers there is a Linked Site with unlawful or inappropriate content, they may notify Tabalot, without this notification entailing in any case the obligation to remove the corresponding link.

- 15.4 The existence of Linked Sites does not imply any formal agreement or partnership between Tabalot and the managers or owners of the Linked Sites. It also does not constitute a recommendation, endorsement, or promotion by Tabalot of the statements, content, or services provided on such Linked Sites. Tabalot has no knowledge of the content and services offered on the Linked Sites and, therefore, accepts no liability, either directly or indirectly, for any damages caused by the unlawfulness, quality issues, failure to update, unavailability, errors, or other deficiencies in the content and/or services of the Linked Sites, or for any damage not directly attributable to Tabalot.

## 16 Intellectual Property

- 16.1 The intellectual property rights over the works, protected services and any content or elements with intellectual property rights that are used in the Service (the "Contents of the Service") belong to their lawful owners. By using the Service, the User does not acquire any intellectual property rights or any license to use such elements, except as expressly stated in these **Terms and Conditions**.
- 16.2 The Contents of the Service are the texts, photographs, graphics, images, icons, technology, software, databases and other audiovisual or sound contents, as well as their graphic design and source codes used in the Service. This list is for illustrative and exemplary purposes only and is not exhaustive.
- 16.3 The text, images, graphics, sound files, animation files, video files, software, and the appearance of the Tabalot website ("the elements") are protected by intellectual property rights, including but not limited to copyright and trademarks, in terms of the *Copyright Act, 1978 (Act No. 98 of 1978)* and the *Trade Marks Act, 1993 (Act No. 194 of 1993)*. These elements may not be copied, distributed for commercial use, modified, or inserted on other websites without the prior express authorization of their rightful owners.
- 16.4 The Users declares by acceptance of these Terms and Conditions that they are the exclusive owner of all rights to the works, protected services and any other elements protected by intellectual property that they make available on the Service (hereinafter, the "Content").
- 16.5 The User grants Tabalot, free of charge and exclusively, the rights of public communication, reproduction, distribution, and transfer over the Content, in all forms of exploitation existing at the time of acceptance of these Terms and Conditions, for the entire duration of the rights being assigned, and for the universal and all-territorial scope thereof, in accordance with the *Copyright Act, 1978 (Act No. 98 of 1978)* and the *Intellectual Property Laws Amendment Act, 2013 (Act No. 28 of 2013)*.
- 16.6 Tabalot does not represent or have any business relationship with the brands, legal entities, organizations or NGO's, that Users may advertise on the Service.
- 16.7 All intellectual property rights (including, without limitation, copyright, trademarks, database rights and design rights [whether registered or no]) ("IPRs") in any publication, copy, text, artwork, photographs or other materials which we have created and/or in any way altered for you shall belong to us absolutely. To the extent that any such IPRs do not automatically vest in us, you hereby assign to us all such IPRs.
- 16.8 Where necessary you shall, at our request, sign and execute all such documents and do all such acts as we may reasonably require to vest the IPRs in us and to enable us to protect and enforce them. In respect of any materials other than that referred to in above, which you supply to us ("Materials").
- 16.9 You grant us a non-exclusive, irrevocable, perpetual and royalty free licence to use such Materials for any purpose. You undertake that neither you nor any other person will assert any moral rights in or relating to the IPRs referred to above against us or any third party.

- 16.10 You shall at all times indemnify us fully against all actions, suits, claims, demands, costs, charges, damages, losses and expenses (including legal expenses on an indemnity basis) suffered or incurred by us due to, or arising out of, the publication by us of any advertisement for you in accordance with your instructions and/or specifications including (without limitation) any claim for defamation or the infringement of any third party's IPRs.

## **17 Publication of advertisements**

- 17.1 There are a number of considerations which must be adhered to by the User when placing advertisements, including the following:
- 17.1.1 Publishing advertisements with sexual images is not permitted.
  - 17.1.2 Publishing advertisements related to sex, eroticism or fetishism, as well as those advertisements related to massages or companionship services are not permitted.
  - 17.1.3 Advertising pyramid schemes, Ponzi schemes, or soliciting investment for such fraudulent schemes is prohibited. These actions are in violation of the *Consumer Protection Act, 2008*, which prohibits deceptive business practices.
  - 17.1.4 Only one immovable property or item may be advertised per advertisement. The advertisement must reflect the property's correct location, as required by the *Property Practitioners Act, 2019 (Act No. 22 of 2019)*, which governs real estate transactions in South Africa, and the *Consumer Protection Act, 2008*, which mandates the accuracy and transparency of advertising.
  - 17.1.5 Publishing images or descriptions that do not correspond to the item offered is not permitted.
  - 17.1.6 Publishing of unlawful images of minors is not permitted.
  - 17.1.7 Posting of advertisements relating to the sale and purchase of any livestock or living animals is not permitted.
- 17.2 The User must take into consideration the standard rules of publication when publishing their advertisements.
- 17.3 The User interested in purchasing an item understands that when they undertake to purchase an item, for an established price, they are entering into a contract of sale with another User.
- 17.4 The User understands that when purchasing certain items, the transaction may be subject to taxation, and hereby holds Tabalot completely free from liability in the event they do not comply with this obligation.
- 17.5 Users who publish a rental advertisement fully indemnify Tabalot in case of non-compliance with any or all of their obligations towards a Lessee arising from a rental agreements concluded.

## **18 Placement of advertisement**

- 18.1 We are only able to display one advertisement per vehicle/items/products/property/services/etc at any one time on the Website.
- 18.2 If you order a subsequent placement of the advertisement which is already advertised on the Website, then the subsequent advertisement will replace the previous advertisement for that vehicle.



- 18.3 The time period for the first advertisement will automatically expire when it is replaced by the subsequent advertisement.
- 18.4 We will not be liable to reimburse you, should the first advertisement not be displayed for the duration of the period for which payment was made.
- 18.5 Only one vehicle may be featured in an advertisement.
- 18.6 In the event that an advertisement has been rejected, we will attempt to send an email to you providing details of who you need to contact in order to find out why your advertisement has been rejected.

## **19 Pricing and Payments**

- 19.1 All advertisements must be fully paid for, prior to publication, at the advertising rates specified by us at that time. We shall not be under any obligation to publish any advertisement that has not been paid for in advance.
- 19.2 Payment for advertisements can be done online through our Website.
- 19.3 Where payment is made online through our Website, you will be directed to a dedicated commerce provider who will take payment via a secure server (SSL) connection ensuring the safety of your online payment. Payment can be made using **Paygate/Visa or MasterCard**. Whilst every effort is made to ensure the safety of your card transaction, we cannot and do not accept liability for any loss or damage incurred as a result of using the online secure payment mechanism.
- 19.4 We shall have the right to change our advertising rates at any time. Such revised rates shall apply to any advertisement placed with us after publication of the revised advertising rates.

## **20 Your undertakings**

You warrant that;

- 20.1 All information and materials provided to us is complete, accurate, legal, non-defamatory, decent, honest and truthful and complies with the South African Code of Advertising Practice as well as all current relevant legislation;
- 20.2 The publication of the advertisement by us will not breach any contract, infringe any third party intellectual property rights or any other rights; nor render Tabalot (Pty) Ltd to any proceedings, and/or be detrimental to the reputation of Tabalot (Pty) Ltd;
- 20.3 In respect of any advertisement which contains a copy or photographs or video by which any living person is or can be identified, you have obtained the necessary authority of such living person and complied with the Data Protection Act 1998 (as amended from time to time).

We may suspend, or terminate with immediate effect, our agreement with you in circumstances in which:

- 20.4 You fail to comply or we suspect that you are not complying with the provisions of clause 5.a: and/or

- 20.5 Any competent law enforcement or compliance authority instructs, advises or makes a recommendation or orders to us to take down any of your advertisements and/or suspend the delivery of services to you.

## **21 Our Rights and Obligations**

- 21.1 We shall provide the service with reasonable care and skill in a professional and timely manner and the advertisement shall be designed in accordance with the agreed specification.
- 21.2 Where your advertisement is to appear on the application, you acknowledge and accept that it is technically impossible to guarantee that the application will be continuously available online or the corruption free or error free transfer of the advertisement to the application.
- 21.3 We do not monitor or control and shall not be responsible for the content of your advertisement. Accordingly, you shall be responsible for any losses, expenses or other costs incurred by us as a result of an untrue statement or inaccurate information, photograph or video.
- 21.4 We reserve the right to refuse publication of an advertisement without giving any reason. Further, it is within our sole discretion to classify, edit and/or delete an advertisement at our sole discretion. Where possible, we will attempt to inform you of any such changes.
- 21.5 We may at any time vary the technical specifications of the application (or any part thereof) for operational reasons. We may at any time remove any or all of the material and/or statements appearing in the advertisement from the advertisement which in our opinion are unlawful or constitute a breach of this agreement.
- 21.6 In the event that we do not accept an advertisement, we will, if possible, inform you accordingly. In the event that we reject the advertisement, no charge will be incurred by you. Further, no contract will be deemed to exist between you and us until such time as the advertisement has been accepted for posting on the application and payment is made.
- 21.7 From time to time we will need to carry out maintenance on our equipment and systems, and we shall use our reasonable endeavours to ensure that in so doing and to the extent possible, minimum disruption to the advertising is caused.

## **22 Media Files and Photographs**

- 22.1 Media files and/or photographs may be checked by us to ensure that the content meets the requirements as set out in these Conditions.
- 22.2 If your media file and/or photograph includes infringing material and amongst others contains nudity, profanity, pornography, drug use, violence, attacks on individuals or groups (including sexist, racist, defamatory or homophobic material), obscene material, copyright protected material including music or radio audio, material that could be considered dangerous or encourage others to be dangerous, we reserve the right to remove it from the Website.
- 22.3 Media files and photographs should only advertise the relevant item being sold.

## **23 Amendments**

- 23.1 Any amendments to your advertisement, can be done via the online edit functionality in the website.
- 23.2 If you are experiencing any difficulties in relation to amendments or you wish to enquire whether changes can be made, please email your enquiry to [office@tabalot.com](mailto:office@tabalot.com) providing your advertisement reference number.

## **24 Cancellation and refunds**

All advertisements will be processed immediately and payments are non-refundable once the advertisement appears on the application. Please note that advertisements may take up to 24 hours to appear on the application.

## **25 Liability**

- 25.1 We shall not be liable to you for any:
  - 25.1.1 consequential, indirect or special loss or damage;
  - 25.1.2 loss of goodwill or reputation;
  - 25.1.3 loss of business and/or opportunity;
  - 25.1.4 loss of profits;
  - 25.1.5 loss of revenue; and/or
  - 25.1.6 economic and/or other similar losses; and in each case such liability is excluded whether it is foreseeable, known, foreseen or otherwise and whether such losses are direct, indirect, consequential or otherwise

arising out of or in connection with any total or partial failure to publish an advertisement on the application; loss of copy, artwork, photographs or other material; in contract, delict (including, without limitation, negligence), statutory duty or otherwise arising out of or in connection with your agreement with us.

- 25.2 Our total liability to you in contract, delict (including, without limitation, negligence), statutory duty or otherwise (unless otherwise excluded) shall not exceed the advertising rates paid by you for the relevant advertisement in the timeframe during which the event, giving rise to the liability, occurred.
- 25.3 In the event of any error or omission in an advertisement resulting from our negligence, we may at our sole discretion either amend the relevant part of the advertisement, refund you or adjust the advertising rates. No refund, amendment or adjustment to the advertising rates will be made where, in our sole opinion, the error, misprint or omission does not materially detract from the advertisement or where it arises as a result of incorrect or inadequate information provided by you.
- 25.4 We shall not be liable to you for any delay in performing and/or any failure to perform our obligations if the delay or failure is due to any cause beyond our reasonable control (including, without limitation, any act of God, strike, infrastructure failure, fire, or power failure).

## 26 Company advertising (car dealers and estate agents)

- 26.1 In addition to the above and with specific reference to dealer advertising, such dealer hereby agrees to have complied with the Business Advertisement Disclosure Order 1977 which came into effect on 1 January 1978 as well as any other relevant legislation, including the Consumer Protection Act, 2008.
- 26.2 The Business Advertisement Disclosure Order requires that all advertisements by individuals or entities seeking to sell goods in the course of business clearly disclose that they are acting as a business, whether on their own behalf or for another person. Customers must be able to identify whether an advertisement pertains to a sale by a dealer, estate agent, or a private seller. Failure to comply with this disclosure requirement constitutes an offence under applicable South African law.
- 26.3 It is your responsibility to ensure that, where applicable, your advertisement states that you are a dealer or an estate agent. Hence, the placing of an order for dealer advertising to be included on the application shall amount to an acceptance of these conditions. Any dealer or estate agency advertising on the application implicitly warrants that they are duly registered and hold the necessary licenses to trade.

## 27 Visibility services

- 27.1 Users may increase the visibility of their advertisements on Tabalot by contracting advertising preference services ("bump it up services"). These are optional services that Users can take advantage of to improve the positioning of the advertised items on the Website.
- 27.2 Featured advertisements are a service offered by Tabalot to make advertisements more visible on the wall. There are different types of featured advertisements, which can be consulted [here](#).
- 27.3 It is not possible to remove, move or change the type or duration of a highlight that has already been applied to an advertisement, regardless of whether the advertisement is removed by our moderation team or is affected by a technical issue.
- 27.4 If a featured advertisement is removed or marked as sold and the contracted period has not yet ended, the excess visibility time will be lost.
- 27.5 To request an invoice for the purchase of Bump It Up visibility services, Users may obtain more information at the following link: Request Bump It Up Invoice. Tabalot will require the applicant's full details in order to issue the invoice, as required for lawful processing under the Protection of Personal Information Act (POPIA).
- 27.6 The prices and durations of the available featured advertisement highlights may vary as this depends on several factors, such as the type of item being promoted, its demand, or the area in which the user wishes to promote it.
- 27.7 Users are always informed of the visibility service chosen before finalising the purchase.
- 27.8 Visibility services that have been applied to an advertisement or a profile cannot be reimbursed regardless of the publication status of the advertisement or whether the profile is active or inactive.
- 27.9 In the event of a failure in the application of a visibility service contracted through the website, due to a technical incident, the deadline for requesting a refund is 14 calendar days from the purchase of the featured advertisement.

- 27.10 Tabalot may charge for editing or reactivating an advertisement in certain versions of the application or the website. In such case, the User will always be duly informed of the cost of the service before confirming the purchase. The User will always have the possibility to refuse the service without incurring any costs.
- 27.11 If the location of a profile is changed, advertisements that have been featured since before the change is made will appear on the wall and remain in the carousel (section in the application that shows a selection of products) and the featured collection of the location that was set when they were contracted.
- 27.12 The purchase of Bump It Up visibility services does not exempt from compliance with the publication rules established to operate on Tabalot.
- 27.13 The prices related to the Bump It Up visibility service include the Value Added Tax of 15%. In those cases where Value Added Tax is not applicable, Tabalot undertakes to adjust the amount of the invoice accordingly.
- 27.14 Our payments for visibility services are processed via PAYGATE, a DPO company. PAYGATE handles payments made through the Tabalot platform and stores information related to credit cards, debit cards, PayPal, and any other payment methods supported by Tabalot for these transactions. Tabalot ensures compliance with the Protection of Personal Information Act (POPIA) in handling and protecting user data.
- 27.15 For more information about the Bump It Up visibility service, please check our website.

## 28 Payment platform in the subscription service

- 28.1 Tabalot does not provide electronic payment services nor does it act as intermediary in the provision of payment services. In order to use the subscription service on our platform, you must enter into an agreement with **PAYGATE**.
- 28.2 To engage and utilize the subscription service from Tabalot, you must register as a user of **PAYGATE**, proceeding to the corresponding reading and acceptance of its [terms and conditions](#), and [privacy policy](#).
- 28.3 By accessing and making any purchase with the operation of the subscription services from Tabalot you confirm that you have carefully read, understood and agree with the Terms & Conditions of use and privacy policy from Tabalot and **(PAYGATE)** respectively.

## 29 Payment methods

- 29.1 Below we explain how you can pay for the services you buy from Tabalot. Our payment methods can be used only through the website and app.
- 29.2 Tabalot does not provide electronic payment services nor does it act as intermediary the provision of such payments.
- 29.3 By accessing and making any payment transaction on Tabalot using the integrated payment services of PayGate, the user confirms that he/she has carefully read, understood and accepted the [terms and conditions of use](#) and [privacy policy](#), and other legal terms and conditions and requirements of **PAYGATE** as well as those of Tabalot.

29.4 Any claim or dispute that may arise in relation to the payment services provided by **PAYGATE** should be handled through our customer service.

29.5 For more information on payment methods, please [click here](#).

### **30 Payment by credit card**

23.1 You can pay the cost of Tabalot services you want to purchase by the use of your personal or duly authorized credit card or company card or debit card.

23.2 Tabalot reserves the right to request any and/or further information to verify that the ownership or legitimate use of the card or payment method corresponds to you, the User.

### **31 Role of Tabalot**

The Tabalot application acts as an intermediary between the seller and the buyer. Tabalot does not own any of the items for sale or sold through its platform and is not a party to the sale and purchase which transaction carried out exclusively between buyers and sellers. Tabalot does not review or validate the products offered by Users through the Service, and therefore Tabalot shall in no case be liable, either directly or indirectly, or as a subsidiary, for damages of any kind arising from the use and contracting of the content and activities of Users and/or third parties through the Service, nor shall it be liable for the lack of legality, reliability, usefulness, veracity, accuracy, completeness and timeliness of the items/products which are the subject of the sale and purchase transaction.

### **32 Nullity and ineffectiveness of clauses**

If any clause of these Terms and Conditions is declared by a competent court with jurisdiction, wholly or partly invalid or unenforceable, such invalidity or unenforceability shall only affect that clause or that part of it which is invalid or unenforceable, and these Terms and Conditions shall otherwise remain in full force and effect, and such invalid clause or part of it shall be deemed not to be included.

### **33 Applicable law and competent jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance the law of South Africa ("South African law"). In the event of a dispute between Tabalot and the User, the User may bring their action before the South African courts corresponding to Tabalot's domiciled.

### **34 Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002**

Full name: Tabalot Proprietary Limited

Country of incorporation: South Africa

Physical address for receipt of service: Cedar Place cnr Cedar and Blackwood Road, Bryanston, 2191

Vat nr: .....

Telephone number: [064 775 1995](tel:0647751995)

Registration number: 2022/885803/07

Website URL: <https://www.tabalot.com>

Email address: [office@tabalot.com](mailto:office@tabalot.com)

Licenser: .....

Number: .....

**These terms and conditions include, but are not limited to:**

- Privacy Policy: Detailing the collection, use, and protection of personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA).
- Promotion of Access to Information Act 2 of 2022: Governing the access to information in South Africa.
- Children's Online Privacy Protection Act: Where applicable, ensuring the protection of children's personal information online.

**General**

- 34.1 The Terms set out the entire agreement between you and us related to the subject matter hereof, and supersedes any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law, including the Consumer Protection Act, 2008 and the Electronic Communications and Transactions Act, 2002.
- 34.2 If any provision of these Conditions is deemed by a competent authority to be invalid, unlawful or otherwise unenforceable then such provision shall be severed from the remaining Conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 34.3 We reserve the right to modify these Conditions from time to time and any such modifications shall be effective immediately from the time you are notified thereof. Display of the modified Conditions on the Website shall be deemed to be notice to you of such modifications. You agree to review the Conditions regularly to ensure that you are aware of any modifications.

**35 TABALOT PRIVACY POLICY**

- 35.1 Tabalot is committed to respecting the privacy of users and the protection and security of your personal data. Therefore, it is very important for us to inform you about the way we collect, treat and protect the personal data provided to us through our website, social networks and application, in compliance with the Protection of Personal Information Act, 2013 (POPIA)
- 35.2 The use of the Tabalot website and application is not intended for children under the age of 18 and, therefore, they should refrain from providing any personal information. In this regard, Tabalot recommends the use of its website and its application to persons over 18 years of age. To this end, Tabalot reserves the right to check the age of users of its website and its application at any time.
- 35.3 The localized and territorial specific amendments referred to herein below shall apply to consumers in those territories. In some cases, such territories may set different rules due to the applicable local laws, rules and regulations. In this event, the local specific amendment will govern any legal proceeding in the event of a conflict of law.

**36 Who is responsible for the processing of personal data?**

- 36.1 The processing of data is carried out by and on behalf of Tabalot (Pty) Ltd (hereinafter, "Tabalot"), which collected your data, with registered office at Cedar Place cnr Cedar and Blackwood Road, Bryanston, 2191.
- 36.2 If you wish to contact us to resolve any questions, please write an email to [office@tabalot.com](mailto:office@tabalot.com).

- 36.3 Please note that when you make a comment on social networks through our website or application, the person responsible for the Data you provide through them will be the corresponding social network and not Tabalot, and you must contact said social network to exercise, where appropriate, your data protection rights, which you can consult in the section “What are your personal data protection rights” of this Privacy Policy.

## **37 When and how do we collect your personal data?**

- 37.1 Tabalot collects and processes personal data both from users who have registered on our website and on our application, as well as users who, without having registered, browse or consult them.
- 37.2 Tabalot obtains and uses the IP data and other identifiers provided by the device from which you browse our website or application, as well as the Data you provide when registering as a Tabalot “User”, alongside the Data obtained as a result of your browsing, requests, publications, conversations, searches, purchases, ratings from other users, participation in competitions and the Data derived, where appropriate, from the linking of your registration on our website or application with your Google account.
- 37.3 Additionally, if you give us your consent, Tabalot will also process the location of your device to inform you of the items that are closest to you, thus allowing you to enjoy our services in a complete way.

## **38 What kind of personal data do we collect?**

- 38.1 The categories of data we collect depend on your activity and interaction with Tabalot through the website, application and social media. Tabalot will only collect personal data that is necessary for the purpose of giving effect to the aims and objectives of the Tabalot website and application as set out in these terms and conditions.

- 38.2 The following categories of data may be collected:

### **38.2.1 Basic data:**

**Collected data:** Name and surname, e-mail, telephone number, password.

- 38.2.2 **Registration data** (Information collected when you use the Tabalot website and applications for informational purposes only – Information relating to your use of the website)

**Collected data:** In accordance with the choice of cookies provided (if and when applicable), when you use our Platform for informational purposes only (e.g., you do not register on the Platform, shop through the Platform or otherwise submit your data), your Internet browser automatically collects, and transfers to us, certain basic information related to your use of the Platform. Such registration data may include the type and version of your browser, your operating system and interface, the device being used, language preference, the website from which you are visiting us (referring URL), the page(s) you visit on our Platforms, the date and time of your visit, part of your Internet Protocol address (IP), your actions taken on the Platforms, and the name of your access provider.

- 38.2.3 Please also note that certain features of our website and app use location-based browsing in order to provide you with the most relevant information in each case, as well as to offer you certain services. Although location-based browsing is always a user’s choice, in cases where



you reject location-based browsing, the Tabalot website and/or application will not be able to offer you location-based functionalities or provide you with location-based content.

**38.2.4 Social network data** (Information collected when you use Tabalot's social media for informational purposes only – Information processed by third-party social media providers)

**Collected data:** The very use of our Platforms does not generally involve data processing activities (including data transfers) in connection with third party media platforms and/or social networks (such as Facebook and Instagram, "External Platforms"). However, if you accept the provided targeting cookie (if and when applicable) or if you use the sharing buttons that allow you to share Tabalot content with your friends through these External Platforms, the External Platforms may (subject to their own legal imperatives) collect and otherwise process personal data about you for the purpose of providing you with personalized advertising. For more information on the scope and purposes of the data processed by the External Platform provider, including your rights and settings options to protect your privacy, please refer to the privacy notice of the respective External Platform provider.

**38.2.5 Application data** (information collected when you interact with Tabalot's reports, help me or other forms in the application)

**Collected data:** The information you share with us when you interact with us through application forms. Also, when you apply for a job offer.

**39 For what purposes, on what legitimate basis and for what reasons of conservation do we process your personal data?**

39.1 In the event that you have not registered on our website and/or in our application, Tabalot will process the IP of your device for the following purposes:

39.1.1 **BASIS OF LEGITIMACY:** Legitimate interest to improve our commercial offer.

39.1.1.1 **PURPOSE:** Identify the origin of the download of our application in order to improve the commercial offer.

39.1.2 **STORAGE PERIOD:** Tabalot will treat and keep the origin of the download of our application for the purposes indicated previously, as long as you do not object to such processing.

39.1.3 **BASIS OF LEGITIMACY:** Express consent by accepting the cookies policy.

39.1.3.1 **PURPOSE:** Access your location while browsing our website or using our application to show you the products nearest you.

39.1.3.2 **STORAGE PERIOD:** Tabalot will treat and keep the location of your device for the purposes indicated previously, as long as you do not disable the geolocation of your device.

39.2 In the event that you have registered on our website and/or in our application, the purposes for which we will treat your Personal Data are:

39.2.1 **BASIS OF LEGITIMACY:** The basis of legitimacy that enables Tabalot to process your data for the present purpose is your registration request and with it your consent.

39.2.1.1 **PURPOSE:** Manage your registration and user preferences within the registered user area, as well as to provide you with our website and/or application services that you have requested.

39.2.1.2 **STORAGE PERIOD:** The data collected to enable you to register on our website or application will be retained until you cancel your account.

39.2.2 **BASIS OF LEGITIMACY:** The legitimate basis for such processing is Tabalot's compliance with certain legal obligations, as well as the legitimate interest in protecting our services and products.

39.2.2.1 **PURPOSE:** To ensure the proper use of our services and products, preventing unlawful use or contrary use of our policies and values, including the possibility of unsubscribing you as a registered user.

39.2.2.2 **STORAGE PERIOD:** The data collected to manage your user preferences will be retained as long as you do not object to such processing.

39.2.3 **BASIS OF LEGITIMACY:** Legitimate interest in improving our commercial offer.

39.2.3.1 **PURPOSE:** To show you adverts tailored to your consumption and browsing habits obtained from the use of our application or website

39.2.3.2 **STORAGE PERIOD:** Data collected and processed to ensure the proper use of our services and products will be retained until the corresponding verification action has been carried out.

39.2.4 **BASIS OF LEGITIMACY:** Tabalot will carry out such these practices giving attention to the relationship maintained with you, taking into account that such communications will always be about our products and services.

39.2.4.1 **PURPOSE:** To send you, by any means, including electronic means, commercial communications in relation to the products and services offered by Tabalot, communications that may be addressed to you based on your consumption, browsing or use habits of our Website and/or Application.

39.2.4.2 **STORAGE PERIOD:** The data collected to show you targeted advertising will be used as long as you do not object to such processing.

39.2.5 **BASIS OF LEGITIMACY:** Express consent to participate in the contests we promote

39.2.5.1 **PURPOSE:** Manage your participation in the contests we organize in accordance with our legal bases

39.2.5.2 **STORAGE PERIOD:** The data collected to send you commercial communications about our own services will be kept until you unsubscribe as a registered user or object to such processing.

39.2.6 **BASIS OF LEGITIMACY:** Processing that Tabalot will carry out under the protection of our legitimate interest, in order to prevent fraud or unlawful acts

39.2.6.1 **PURPOSE:** To collect and analyze the content of the chats in which you interact with other users, in order to verify you are making lawful use of our services.

39.2.6.2 **STORAGE PERIOD:** The storage period for this processing is 5 years.

39.2.7 **BASIS OF LEGITIMACY:** Tabalot carries out such processing as a consequence of your acceptance of the general terms and conditions of the contract made at the time of requesting the delivery service of the item or services requested.

39.2.7.1 **PURPOSE:** To monitor delivery of the items and/or services purchased through our website and/or application.

39.2.7.2 **STORAGE PERIOD:** Those data collected to carry out the services will be kept as long as you do not unsubscribe as a registered user and do not oppose such usage.

39.2.8 **BASIS OF LEGITIMACY:** The legitimate basis for carrying out this processing is the acceptance by you of our general terms and conditions at the time of contracting this service.

39.2.8.1.1 **PURPOSE:** To manage and control subscriptions or payment for positioning or visibility.

39.2.8.1.2 **STORAGE PERIOD:** The data obtained as a result of your contracting our services will be retained until the civil liability arising from said service expires.

39.2.9 **BASIS OF LEGITIMACY:** the legitimate basis for this treatment being the legal obligation of Tabalot in accordance with the regulations for the protection of consumers and users.

39.2.9.1 **PURPOSE:** To manage complaints and queries about the items and/or services purchased through our website and/or application.

39.2.9.2 **STORAGE PERIOD:** Those data obtained as a result of complaints or queries that you may direct to us will be kept until the corresponding complaint or query has been resolved, or for a period of 5 years to ensure its reliability.

39.2.10 **BASIS OF LEGITIMACY:** This processing will only be carried out if you give us your consent to do so.

39.2.10.1 **PURPOSE:** If you have given us your express consent to this effect, we will communicate your data to third party companies outside of Tabalot in order to show you advertising adapted to your consumption and browsing preferences for our own items and services, as well as those of third parties.

39.2.10.2 **STORAGE PERIOD:** The data relating to your browsing or consumption habits that we may have obtained from third parties will be kept as long as you do not revoke the given consent.

39.2.11 **BASIS OF LEGITIMACY:** Notification of income and tax data by legal obligation.

39.2.11.1 **PURPOSE:** In the event that you reach a certain amount of revenue or sales we are required to collect and report such revenue and tax data under the DAC7 Directive.

39.2.11.2 **STORAGE PERIOD:** The data will be kept for a period not exceeding 10 years in accordance with the Directive.

39.3 When you unsubscribe as a registered user of Tabalot, Tabalot will delete all the information it has about you, save that, Tabalot will keep purely statistical data on the use of its resources and tools by users.

## **40 With whom do we share your personal data?**

40.1 In order to fulfill the purposes indicated in this privacy policy, it is necessary for us to provide access to your personal data to third parties that support us in the services we offer you, among which are: financial entities, tax and fraud prevention entities, government agencies, technology service providers, transport and logistics service providers and partners, marketing and advertising companies, and customer service and complaint or claim management companies.

40.2 In this regard, we only select service providers that offer adequate guarantees through internal processes defined by both Tabalot's legal and privacy departments, guaranteeing at all times the transparency and privacy of your personal data, **in accordance with the Protection of Personal Information Act, 2013 (POPIA).**

40.3 Under no circumstances does Tabalot share user data with third party companies, inside or outside South Africa, for purposes other than the provision of the service without your explicit consent.

40.4 For reasons of availability or efficiency of the service, some of our suppliers are located in territories outside South Africa that cannot provide a level of data protection comparable to that of the European Union, such as the United States. In such cases, we shall transfer your data with appropriate safeguards and always keep your data secure:

**40.4.1 Security questionnaires and verification of technical and organizational measures implemented by the company.**

## **41 Know your data protection rights.**

41.1 You may exercise your rights of access, rectification, deletion, opposition, limitation to the processing and portability of your data, as well as the revocation, at any time, of the consents, if any, provided to Tabalot (Pty) Ltd by attaching a photocopy of your ID card or equivalent valid identification document. Address your inquiry to Tabalot (Pty) Ltd in order to exercise the aforementioned rights via email: [office@tabalot.com](mailto:office@tabalot.com).

## **42 How to contact Tabalot for privacy requests**

42.1 For any questions or comments regarding this Privacy Policy or how Tabalot collects and uses your Data, you may also contact our office, and email: [office@tabalot.com](mailto:office@tabalot.com).

42.2 This Privacy Policy was last updated in March 2025. We will inform you timeously of any material

changes to this Privacy Policy.

## **43 Changes to the Privacy Policy**

- 43.1 Tabalot may change the information contained in this Privacy Policy from time to time. If we do so, we will notify you in various ways through the Application (for example, through a banner, a pop-up or a push notification), or we will notify you at your email address when the change in question is significant to your privacy, so that you can review the changes, assess them and, if appropriate, object or unsubscribe to any service or functionality. This ensures your informed consent in line with POPIA.
- 43.2 You should review this Privacy Policy from time to time in case there are minor changes or we introduce any interactive improvements, taking advantage of the fact that you will always find it as a permanent point of information on our Web and our Application.

## **44 Community Guidelines**

Tabalot is a community of people. A wonderful and dynamic community, by the way. To help ensure that it is a safe place where all people are respected, certain behaviors are not allowed. It may seem obvious, but there is no harm to remember to be aware of our community guidelines.

## **45 Disallowed behaviors**

- 45.1 When you communicate with other people through Tabalot chat, it is forbidden to:
  - 45.1.1 Use language which may be construed as insulting or make jokes which may cause offense, hurt or embarrassment to the receiver.
  - 45.1.2 Harass or threaten.
  - 45.1.3 Make references that may hurt the sensibilities of others; Racism, issues of gender or homophobia, for example, are totally unacceptable.
  - 45.1.4 Make sexual comments or advances.
- 45.2 We remind you that your username and profile picture must also comply with the rules established by Tabalot. For example, you can't use the name "Tabalot" or the Tabalot brand logo. You may not use a phone number as a name. In this case, they will be replaced by a default username and profile picture.
- 45.3 For the safety of all Tabalot users, it is not allowed to send external links to Tabalot through the chat.
- 45.4 Failure to follow the Community Guidelines of Tabalot may result in the deactivation of your account. If you do not agree with any of the resolutions or decisions taken by Tabalot, contact us using the button below to review your case.

## **46 Notify us of disallowed behavior**

- 46.1 Your input contributes a lot to the Tabalot community. Do not hesitate when you detect or suffer any of the behaviors mentioned above. Remember you have mechanisms to communicate it to us.

Our team will assess each case and, where necessary, act on it.

## **47 What content is not allowed on Tabalot?**

- 47.1 To make sure that our wonderful Tabalot community remains a safe place for anyone to buy and sell unique products, there are certain listings that are not allowed. It may seem obvious, but it never hurts to remember it.
- 47.2 Content must comply with our [Terms and Conditions of Use](#). Otherwise, the advertisement will be disabled and no one will be able to see it. Also, please note that we do not allow the posting of illegal products. When users repeatedly ignore the rules, we may deactivate their account. The law is the law and applies equally to all in our community. In certain instances we may be obliged to report wrongful or illegal conduct to the relevant authorities.
- 47.3 We reserve the right to define and regulate, from time to time, which items are allowed on Tabalot and which are not. If we find that certain items violate our terms, we may remove these items even if they are not itemized on the list of exclusions.
- 47.4 Here follows a list of products that you cannot publish on Tabalot. Please note that we continually update this list:

### **47.4.1 Duplicate Advertisements**

- 47.4.1.1 It is prohibited to publish the same product more than once on our platform while it is active, or to upload the same product to more than one account. This is to ensure fairness and compliance with the Consumer Protection Act, 2008, which aims to protect consumers and maintain integrity within the platform.

### **47.4.2 Prohibited Products**

- 47.4.2.1 Parts or simulations of the human body, body fluids or human remains.
- 47.4.2.2 State-owned equipment or products received with government assistance.
- 47.4.2.3 Blocked mobile devices.
- 47.4.2.4 External wallets to store cryptocurrencies.
- 47.4.2.5 Pre-sale or reservations of products out of stock.
- 47.4.2.6 Promotion of the pre-sale or reservation of products outside the application.
- 47.4.2.7 Emulators or other software that allows a program to run on a device for which it was not designed.
- 47.4.2.8 **Decoders, Raspberries or Kodi Technology programmed for illegal use.**
- 47.4.2.9 Items related to or recovered from natural disasters, crime scenes, accidents, or tragedies.
- 47.4.2.10 SIM or prepaid cards for mobile phones and phone numbers.

47.4.2.11 Sale of stolen items.

47.4.2.12 Radar or frequency jamming devices.

47.4.2.13 Gold or silver ingots.

47.4.2.14 Promotional products or samples whose sale is prohibited.

47.4.2.15 Picklocks or master keys.

#### **47.5 Unhealthy Products**

47.5.1 Used products that require sterilization (e.g., used breast pumps, needles, unsealed and/or used menstrual cups, and items to inject into the body).

47.5.2 Unwashed or dirty items, clothes, towels, bedding or linens.

47.5.3 Unsealed and/or used cosmetic or perfumery items.

47.5.4 Surgical material.

47.5.5 Medical instrumentation for professional use.

47.5.6 Used underwear.

### **48 Virtual Goods**

48.1 Digital content or other non-physical items.

48.2 Digital software or digital licenses.

48.3 Any type of tickets, tickets or season tickets, including events and transport.

48.4 Gift cards.

48.5 Game currencies and web currencies.

48.6 Digital books.

48.7 Shares or participations.

48.8 Subscriptions to channels, websites or other memberships.

48.9 Cryptocurrencies.

### **49 Counterfeiting and Intellectual Property**

49.1 Any product that has been replicated, reproduced or manufactured illegally.

- 49.2 Infringement of intellectual or industrial property rights, including patents, trademarks, copyrights, counterfeits or trade secrets.
- 49.3 Software redistribution services for which a license is required.
- 49.4 Modified electronic products.
- 49.5 Photocopies of books, booklets or opposition syllabi.
- 49.6 Equipment or materials used to manufacture counterfeit items.

## **50 Consumables**

Food and beverages.

## **51 Drugs and Medical Products**

- 51.1 Electronic cigarettes or *vapers*, electronic cigarette parts and accessories.
- 51.2 Tobacco and related products.
- 51.3 Medications that require a prescription or prescription.
- 51.4 Illegal or recreational drugs.
- 51.5 Over-the-counter medications and supplements.
- 51.6 Preservatives, lubricants, stimulant gels and retardant gels.
- 51.7 Urine drug tests.
- 51.8 Prostheses or implants that require surgery or go inside the body.
- 51.9 Products that must be applied by a health professional.
- 51.10 Self-diagnostic medical devices.
- 51.11 Anti-flea and antiparasitic collars for animals.

## **52 Incongruous Advertisements**

- 52.1 Inaccurate images or that do not correctly show the product offered.
- 52.2 Content that is false, dishonest, ambiguous, incorrect or misleading.
- 52.3 **Incongruous prices.** Prices that do not realistically relate to the product offered.

## **53 Animals and Animal Products**

- 53.1 Any living animal (including coral).



- 53.2 Any article of ivory and its derivatives.
- 53.3 Skins and hides of endangered or protected species.
- 53.4 Animal horns and bones.
- 53.5 Garments made with skins of animals in danger of extinction.
- 53.6 Training collars, bark collars and electric shepherds.
- 53.7 Animals prepared taxidermically, except collectible insects, duly authorized and permitted for sale in terms of the relevant laws.

## **54 I Search/Buy**

Search advertisements (I buy, search), which amount to soliciting for purposes other than the product/item being sold.

## **55 Imagery**

- 55.1 Visual content relating to an individual under the age of 18 in a compromised situation, which denotes any form of sexual gratification and or sexual overtones.
- 55.2 Items listed using stock images, and/or supplier photos.

## **56 Links and Advertising**

- 56.1 Links to drive traffic to other websites or applications.
- 56.2 Advertisements whose sole purpose is to promote a user's profile or promote several products/services at once.
- 56.3 Unsolicited advertising or promotions, pyramid selling, requests for donations or "spam".

## **57 Weapons and Other Dangerous Objects**

- 57.1 Hunting knives or pocket knives with a blade greater than 10 cm.
- 57.2 Automatic knives or knives with one-handed opening systems (rotating, folding, spring, etc.)
- 57.3 All firearms, ammunition and accessories.
- 57.4 Self-defense weapons.
- 57.5 Products recalled by a manufacturer or government agency.
- 57.6 Airsoft, pellet or other similar toy weapons.
- 57.7 Hunting traps and capture cages.
- 57.8 Long-range or potentially dangerous lasers.

- 57.9 Tear gas.
- 57.10 Stun guns or tasers.
- 57.11 Specifically, designed tools used in theft or robbery.
- 57.12 Hazardous materials such as carcinogens, fuels, explosive precursors, ozone-depleting chemicals, poisons, radioactive materials and articles containing or releasing such substances.

57.12.1 This includes, but is not limited to, any type of fuel, butane and/or propane cylinders.

## **58 Adult Content**

- 58.1 Sexual content of any kind (images and/or description). Therefore, it is not allowed to publish advertisements related to sex, eroticism or fetishism, nor related to sexual massage, companionship and/or prostitution.
- 58.2 Nudes of individuals with visible genitalia, nipples, anus or buttocks.
- 58.3 Adult toys and related accessories used for sexual purposes.

## **59 Prohibited Services**

- 59.1 Services that are themselves illegal or that may include illegal activity.
- 59.2 Real or virtual currency exchange, save that collectible coins are allowed.
- 59.3 Betting services.
- 59.4 Aesthetic treatment services that must be performed by licensed health professionals
- 59.5 Non-registered health professionals without a registration number.
- 59.6 Black magic services, tarot reading, voodoo or similar.
- 59.7 Electronic device modification services.
- 59.8 Granting of loans.
- 59.9 Financing services.
- 59.10 Gambling services.
- 59.11 Services for the sale or purchase of accounts or followers of social networks, YouTube channels, websites, domains, etc.
- 59.12 Affiliate services, pyramid schemes or similar.
- 59.13 Trader, tipstering and sports betting advisory services.

- 59.14 Services to level up in digital games.
- 59.15 Driver/taxi services.
- 59.16 Rental services of tobacco machines.
- 59.17 Home meeting services such as Tupperware, Tuppersex or Thermomix.
- 59.18 Insurance services and real estate advisors.
- 59.19 Services for processing housing, timeshare or registration contracts.
- 59.20 Government-regulated services.
- 59.21 Mileage rescheduling services.
- 59.22 Job offers without title, specification and working conditions.
- 59.23 Couple accompaniment services.
- 59.24 Services for carrying out tasks, final projects, thesis.
- 59.25 Hunting services.

## **60 Offensive Material**

- 60.1 Any form of discrimination, intolerance and/or racial insult.
- 60.2 Content that promotes, supports, commemorates or endorses hatred or violence towards a group of people based on race, sexual orientation, religious affiliation, disability or other forms of discriminatory intolerance.
- 60.3 Products that incite violence against people, animals or things.