

# Legal Notice

## Disclaimer

**No warranties** - While **Bid4Cars** makes every reasonable effort to ensure that the Website is available 24/7 and that the **Website Data** and other information we make available to you via the **Bid4Cars Website** is reliable, complete and up-to-date or, where applicable, is compiled from sources we believe to be reliable and accurate, complete and up-to-date, the **Bid4Cars Website** and all its content, together with the Services, are provided "as is". Save as set out in these Terms, **Bid4Cars** makes no representations and provides no warranties or guarantees of whatever nature regarding the **Bid4Cars Website**, its availability, content and/or the Services. In particular, **Bid4Cars** does not warrant or guarantee -

- the accuracy, completeness, validity, timeliness or reliability of the **Website Data** or its fitness for use in any jurisdiction; or
- the error free use, secure use and/or availability of the **Bid4Cars Website**.

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**Indemnity** - Without prejudice to any of the rights of **Bid4Cars** at law or under these Terms, you will have no claim against and hereby indemnify **Bid4Cars**, its directors, employees, agents, representatives or Affiliated Companies against any loss or damages of whatever nature and howsoever arising which **Bid4Cars** or any third party may suffer or incur arising out of your use of the **Website Data**, the Services and/or the **Bid4Cars Website**, including without limitation:

- any breach by you of these Terms, including your use of the **Bid4Cars Website** for any purpose that is unlawful under South African law, International law or the law of any jurisdiction applicable to you;
- any action taken by **Bid4Cars** pursuant to your instructions or instructions that purport to emanate from you in the manner described above;
- any loss of business, profits, opportunity and/or data; and
- any action taken or decision made by you in reliance on the **Website Data**.

**Bid4Cars** will not be liable to you or any third party and you hereby waive whatever claims you may have against **Bid4Cars**, its directors, employees, agents, representatives or Affiliated Companies for any expense, loss or damage of whatever nature that you may suffer or sustain as a result of or arising from:

- any errors, omissions or corruption of information including any errors that may occur as a result of changes in applicable legislation and/or any inaccuracy or error occurring in respect of your Offer or any Registration or Application Form;
- any unavailability of the **Bid4Cars Website** or Services for whatever reason, including the failure or delay by any third party service providers to render any service necessary to ensure the availability of the **Bid4Cars Website**;
- any virus or any illicit or malicious computer system program that attaches itself to and infects, corrupts or destroys other programs or systems;
- any unauthorised access by third parties to the **Bid4Cars Website** or **Website Data** or the interception of communications between us;
- any failure, errors or delay in receiving or acting on your Instructions or stopping or cancelling any transaction;
- any failure, errors or delay in making available or transmitting Registration Confirmations or Contract Conclusion Confirmations to you.

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