

## CASH-CARS

### “LET US MAKE YOU THE BEST OFFER” TERMS AND CONDITIONS

#### 1. SUBMISSION OF CONTENT AND USE OF THE PORTAL

- 1.1 You agree to use the Portal for lawful purposes only. Without derogating the generality of the foregoing, if you should choose to access or use this Portal from locations other than the Republic of South Africa, you do so at your own initiative and you are responsible for compliance with applicable local laws.
- 1.2 You are prohibited from posting or transmitting, by means of reviews, comments, suggestions, ideas, questions or other information through the Portal, any content which is, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable content of any kind, including but not limited to:
  - 1.2.1 any content that encourages conduct that would constitute a criminal offence or give rise to civil liability, or otherwise violate any applicable local, provincial, national, or international law; or
  - 1.2.2 any content that constitutes an invasion of privacy; or
  - 1.2.3 any content that is an infringement of any intellectual property right; or
  - 1.2.4 any content that contains software viruses; or
  - 1.2.5 any content that constitutes a political statement, commercial solicitation, or "Spam"
- 1.3 Although **Cash-Cars** does not purport to review (nor is it under any obligation to do so) any submitted content, it reserves the right to remove any content from the Portal that it deems, in its sole discretion, to be an infringement of Clause 1 or harmful in anyway whatsoever. Should you breach this clause or any other clause in these Terms and Conditions, **Cash-Cars** may immediately terminate and/or suspend your access to all or parts of the Portal, without any further notice to you.
- 1.4 You warrant that:
  - 1.4.1 you own or otherwise control all rights to the content that you may submit to the Portal;
  - 1.4.2 that any use of such content will not cause injury or harm to any person or entity; and
  - 1.4.3 you will indemnify **Cash-Cars** or its affiliates, directors, officers and employees, for all claims resulting from the submitted content.
- 1.5 By submitting reviews, comments and/or any other content (other than your personal details) to **Cash-Cars** for posting on the Portal, you automatically grant **Cash-Cars** and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sublicense, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed for the full term of any copyright that may exist in such content. Subject to this license being granted, you retain any and all rights that may exist in such content.
- 1.6 The following activity on or through the Portal is expressly prohibited:
  - 1.6.1 Any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Portal, or the content contained therein, without the prior written authority of **Cash-Cars**; and
  - 1.6.2 The collection or use of any listings, descriptions, or price lists from the Portal, for the benefit of a competing merchant that supplies products comparable to those offered on the Portal; and

- 1.6.3 Any use or action that imposes an unreasonable or disproportionately large load of traffic on the Portal, or otherwise interferes with its proper and timely functioning.
- 1.7 responsible for maintaining the confidentiality and security of your User Name and Password for access to the Portal, and you accept full liability for all activities that occur under your User Name.
- 1.8 The services offered on the Portal is only available persons 18 years or older. By registering with us, you warrant that you are 18 years or older.
- 1.9 You agree, in terms of Section 42(2)(d) of the Electronic Communications and Transaction (ECT) Act 25 of 2002 that the services begin with the your consent before the end of the seven day period referred to in Section 44(1) of the ECT Act.

## **2. THE USE OF THIRD PARTY CONTENT**

- 2.1 **Cash-Cars** hosts information, pricing, opinions and other content supplied by third parties ("Third Party Content") on the Portal. **Cash-Cars** has no editorial control over such content.
- 2.2 You will be responsible for all information concerning your vehicle which appears on the **Cash-Cars** Portal. **Cash-Cars** will not be liable for any incorrect information, including but not limited to the fee for the products and services.
- 2.3 Opinions, statements, offers or any other information that may constitute Third Party Content, is that of the respective User and not of **Cash-Cars**, its affiliates or any of their directors, officers, employees or agents. **Cash-Cars**, its affiliates, or any of their directors, officers, employees, agents, do not guarantee the accuracy, completeness, and/or usefulness of any Third Party Content. All Third Party Content is provided as is.
- 2.4 It is your responsibility to evaluate Third Party Content available on and through the Portal. **Cash-Cars** and its affiliates, and their directors, officers and employees are not liable for any loss, damage or harm caused by your reliance on Third Party Content obtained on or through the Portal. Before making any decision or placing any reliance on Third Party Content provided on or through the Portal, you should take all further reasonable steps to ensure and verify the accuracy of such content. This notice must be displayed in its entirety should you wish to publish any Third Party Content obtained from the Portal
- 2.5 **Cash-Cars** does not review (nor is it under any obligation to do so) or control any third-party web Portals that link to or from the Portal. **Cash-Cars** is not responsible for the content of any Third Party Portal linked to or from the Portal.

## **3. PURCHASE OF GOODS BY MEANS OF THE OFFER ME PORTAL**

- 3.1 It is EXPRESSLY noted that the "*LET US MAKE YOU THE BEST OFFER*" function merely allows members registered on the Portal to return values detailing what they would offer if they were transacting with the owner/driver of the vehicle in order to generate an indicative "value in the market" for the specific vehicle. There are no actual offers made by any party and NO GOODS are sold or purchased at any time on the "*BEST OFFER*" portal.

## **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1 All content included on this web Portal, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ("the Content"), is the property of **Cash-Cars** or its content suppliers and protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on this web Portal is the exclusive property of **Cash-Cars** and is protected by South Africa and international copyright laws.

- 4.2 Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of **Cash-Cars** or the copyright owner.
- 4.3 You are expressly prohibited to "mirror" any content, contained on the Portal, on any other server unless with the prior written permission of **Cash-Cars**.
- 4.4 You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Portal so long as the link does not portray **Cash-Cars**, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any **Cash-Cars** logo or other proprietary graphic or trademark as part of the link without the express permission of **Cash-Cars**, its affiliates or content suppliers.
- 4.5 All trademarks are the exclusive property of **Cash-Cars**.
- 4.6 The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary Content is illegal and could subject you to criminal prosecution as well as personal liability for damages.

## 5. LIMITED LIABILITY

- 5.1 The information, content, services, products and materials published on the Portal, including without limitation, text, graphics and links are provided on an "as is" basis. **Cash-Cars** makes no representations or warranties of any kind, express or implied, as to the operation of the Portal or the accuracy, correctness or completeness of the information, contents, materials, or products included on the Portal as **Cash-Cars** is a mere conduit for providing users and vendors with a means of reaching each other. Without limiting the generality of the foregoing:
  - 5.1.1 **Cash-Cars** does not warrant that the Portal, will be error free, or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality; and
  - 5.1.2 Whilst **Cash-Cars** has taken reasonable measures to ensure the integrity of the Portal and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Portal are free of viruses, Trojans, bombs, time-locks or any other date or code which has the ability to corrupt or affect the operation of your system.
- 5.2 To the full extent permissible by applicable law, **Cash-Cars** disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. **Cash-Cars** will not be liable for any damages of any kind arising from the use of **Cash-Cars** Portal, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

## 6. PRIVACY

- 6.1 **Cash-Cars** respects privacy of its Users. Without limiting the foregoing :
  - 6.1.1 **Cash-Cars** is dedicated to maintain the privacy of its online visitors and users. On this Portal, **Cash-Cars** does not collect personally identifiable information from individuals unless they provide it to us voluntarily and knowingly and consumers wishing to obtain a value on their vehicle will not have their details of information displayed to any user at any time.
  - 6.1.2 Any information collected is used solely by **Cash-Cars** and its business partners who are involved in the operation of this Portal for internal purposes. **Cash-Cars's** client lists are

never sold to third parties, and we will not share personally identifiable information with third parties unless the person who has submitted the information has authorized us to do so, or if we are required to by law.

## **7. JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to the principles of conflicts of laws. You hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa (Witwatersrand Local Division) in respect of any disputes arising in connection with this web Portal.

## **8. TERMINATION**

- 8.1 **Cash-Cars** may terminate your account at any time for any reason, including any improper use of this Portal or your failure to comply with these terms and conditions.
- 8.2 Such termination shall not effect any right to relief to which **Cash-Cars** may be entitled.
- 8.3 Upon termination of these terms and conditions, all rights granted to you will terminate and revert to **Cash-Cars**.

## **9. OTHER PROVISIONS**

- 9.1 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 9.2 These Terms and Conditions, including any documents referenced herein, represents the entire agreement between you and **Cash-Cars** regarding your relationship with **Cash-Cars** and use of the Portal and supersedes any prior statements or representations.
- 9.3 **Cash-Cars** may at any time modify these Terms and Conditions and your continued use of this Portal will be conditioned upon the Terms and Conditions in force at the time of your use.