

# **Wheels4Africa Terms and Conditions**

Please read these terms and conditions carefully before using the Wheels4Africa website. By continuing to use the website you indicate that you have read and accepted these terms and conditions.

## **GENERAL**

### **1. DEFINITIONS**

- 1.1. "User" means any person using this website for whatever purpose, including a Seller or a Purchaser as defined below.
- 1.2. Seller means any person who registers as such and/or using this website for the purposes of selling a vehicle or a vehicle component.
- 1.3. Purchaser means any person using or browsing this website for the purpose of purchasing a vehicle or a vehicle component.
- 1.4. "You" refers to a User of Wheels4Africa.
- 1.5. "Us", "we", "the website" refers to Wheels4Africa.

### **2. ROLE OF WHEELS4AFRICA**

- 2.1. Wheels4Africa is a platform for Sellers to advertise vehicles or vehicle components and for prospective Purchasers to find vehicles or vehicle components that are for sale.
- 2.2. Wheels4Africa is not a party to any sale agreement between a Seller and Purchaser.
- 2.3. Wheels4Africa does not sell or purchase vehicles or vehicle components itself.
- 2.4. Wheels4Africa's role is only to provide an electronic platform for the introduction of prospective Purchasers to Sellers. Wheels4Africa does not facilitate any sale agreements.

### **3. ACCESS TO THE WEBSITE**

- 3.1. Access to the website is permitted on a temporary basis and Wheels4Africa reserves the right to withdraw or amend the service provided on the website without notice.
- 3.2. From time-to-time Wheels4Africa may restrict access to some parts of the website, or the entire website.
- 3.3. Wheels4Africa will not be liable to Users if the site is unavailable at any time or for any period, for any reason.

### **4. INTELLECTUAL PROPERTY**

- 4.1. All intellectual property, including trademarks, names and logos, whether registered or not, which are embodied in the website's content, are the proprietary marks of us. Marks identifying third parties are owned or licensed by those third parties or their associated companies.
- 4.2. Nothing in these terms and conditions in any way confers on you any licence or any right under any intellectual property.
- 4.3. Wheels4Africa owns and/or controls all rights, including the copyright, in the content of the website as well as our database of vehicles and the photographs of vehicles contained on the website.
- 4.4. Except as expressly permitted by these terms and conditions, you may not copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract, by way of "scraping" or otherwise, or re-utilise any of the contents of the Website or authorise any person, or procure any other person to do so. You may not cache any of the contents for access by third parties nor mirror or frame any of the content of the Website nor incorporate it into another website or authorise or procure any other person to do so, without our express written permission.

- 4.5. Any intellectual property embodied in the information provided by a Seller who is advertising a vehicle or vehicle component and utilised on the Website is hereby assigned to us.
- 4.6. A User undertakes not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the website including any algorithm used by Wheels4Africa.
- 4.7. All intellectual property rights (including, without limitation, copyright, trademarks, database rights and design rights [whether registered or not]) 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 intellectual property rights do not automatically vest in us, you hereby assign to us all such intellectual property rights.
- 4.8. 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 intellectual property rights in us and to enable us to protect and enforce them.
- 4.9. 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 intellectual property rights referred to above against us or any third party.

## **5. COPYRIGHTS**

- 5.1. Wheels4Africa and the content of the Website are the property of Wheels4Africa.co.za and are protected by South African and

international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website and/or the services offered by the website, is the property of Wheels4Africa.co.za, unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.

- 5.2. Except as stated in the terms and conditions, none of the content 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 with the prior written permission of Wheels4Africa. Should such consent be provided, Wheels4Africa reserves the right to withdraw such consent at any stage, in its sole and absolute discretion.
- 5.3. A User may not “mirror” any content contained on the website or any other server unless the prior written consent of Wheels4Africa has been provided. Should such consent be provided, it may be withdrawn by Wheels4Africa at any stage, in its sole and absolute discretion.
- 5.4. Wheels4Africa will not permit copyright infringing activities and infringement of intellectual property rights on the Website, and Wheels4Africa may, at its sole discretion, remove any infringing content if it is of the view that such content infringes on another's intellectual property rights or Wheels4Africa's own intellectual property rights.
- 5.5. The User is granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page or other applicable page of Wheels4Africa, so long as the link does not misrepresent Wheels4Africa and does not portray Wheels4Africa, its affiliates, products or services in a false, misleading, derogatory, or otherwise offensive manner. A User may not use Wheels4Africa's logo or other proprietary graphic or

trademark as part of the link without the express written permission of Wheels4Africa, its affiliates or content suppliers.

- 5.6. All trademarks, copyrights and any other intellectual property rights, in and to any of the content of the Wheels4Africa website are the exclusive property of Wheels4Africa.

## **6. CONFIDENTIALITY**

- 6.1. Confidential Information means any documents or information created, received or obtained from one User by another alternatively Wheels4Africa, together with information relating to Wheels4Africa as well as non-public information pertaining to Wheels4Africa's business (including, without limitation pricing information, any related entities, the identity of Users, and any content marked confidential or reasonably construed as being confidential due to its nature) which must remain strictly confidential.
- 6.2. A User may not disclose, solicit, make available or misappropriate any confidential information, trade secrets or other proprietary information that belongs to any third party without that party's prior written permission, or in violation of any express or implied duty or contractual right.
- 6.3. Where a User is legally required to disclose the confidential information, such User shall inform the third party who disclosed the confidential information of the requirement as soon as reasonably practicable and liaise with that party prior to disclosing any of that party's confidential information.
- 6.4. A User shall notify Wheels4Africa immediately upon becoming aware of a suspected or actual breach of this obligation.

- 6.5. Wheels4Africa will not disclose or make available to any third party, directly or indirectly, any User's confidential information, except where we have the User's permission, where the confidential information is already in the public domain (through no breach of these terms and conditions), in furtherance of a User's use of the services offered by Wheels4Africa, to enforce these terms or if legally compelled to do so, or in accordance with our Privacy Policy.

## **7. SECURITY**

- 7.1. Wheels4Africa shall make all reasonable attempts to prevent hacking, phishing, the placing of viruses on the website or any other harmful practice but it is the User's responsibility to ensure that they are adequately protected against such risks.
- 7.2. Should Wheels4Africa suspect that you are attempting to create damage in any manner to the software or computers of Wheels4Africa or Users of Wheels4Africa or attempting to conduct criminal activity through use of the website, you shall be blocked from using the website.

## **8. CHANGES TO THE TERMS AND CONDITIONS**

- 8.1. Wheels4Africa reserves the right to change, modify, add to or remove portions of this website from time to time.
- 8.2. Wheels4Africa shall bring any changes to the attention of Users, but it is the responsibility of Users to read and familiarise themselves with the updated terms and conditions.
- 8.3. Continued use of the website after such changes have taken place shall indicate that the User is aware of and accepts such changes.

## 9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1. Use of this website is entirely at own risk.
- 9.2. Wheels4Africa only provides a platform for Sellers to advertise vehicles or vehicle components, and for prospective Purchasers to view such advertisements. Its obligations and responsibilities do not extend further than this.
- 9.3. Wheels4Africa is not a Seller of the vehicles or vehicle components that are advertised on the site and therefore does not accept any liability of any sort for any vehicle or vehicle component advertised on the website.
- 9.4. Wheels4Africa, by provision of its services, introduces Sellers and prospective Purchasers. It is in no way a party to any sale agreement between a Seller and prospective Purchaser and therefore accepts no liability should a sale agreement be unsuccessful.
- 9.5. Wheels4Africa cannot guarantee that by placing an advert on the website a vehicle or vehicle component will be sold, nor can it guarantee the availability of a vehicle or vehicle component for sale.
- 9.6. The information appearing on the Website is for information purposes only and does not constitute advice. You should not rely on any such information or content to make (or refrain from making) any decision or take (or refrain from taking) any action.
- 9.7. Through the Website, we present advertorial content and information submitted and created by private and trade dealers and other third parties. We exclude all liability for any illegality arising from or error, omission or inaccuracy in such content and/or information.
- 9.8. We give no warranties, conditions, guarantees or representations, expressed or implied, as to:

- 9.8.1. The completeness or accuracy of information or any advice that may contained on the Website or any website to which it is linked;
- 9.8.2. The content of the advertisements for vehicles appearing on the Website, including but not limited to, the ownership, quality, authenticity of any photographs, compliance with description or fitness for purpose of any such vehicles;
- 9.8.3. The completeness of the results of any search conducted on the Website or that the vehicles revealed by such search are the only vehicles on our database which might meet the requirements of your search.

## 10. NO AGREEMENT

Nothing contained herein creates or is intended to create an agreement between Wheels4Africa and a User of this website.

## 11. DOMICILIUM ADDRESS

- 11.1. The *domicilium citandi et executandi* of Wheels4Africa is as follows:

**XSoft (Pty) Ltd.**

4 Uitkamp Street,

De Bron,

Cape Town, 7530

support@xsoft.co.za

Contact Link: [https://www.wheels4africa.co.za /contact-us/](https://www.wheels4africa.co.za/contact-us/)

Phone Number (Call Centre / Customer Services): 087 822 1744

- 11.2. The *domicilium citandi et executandi* of the Seller will be the address as provided by the Seller when registering on the website.



11.3. Both the Seller and Wheels4Africa may change its *domicilium* to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of change of *domicilium*.

11.4. All notices to be given in terms of these Terms will:

11.4.1. be given in writing;

11.4.2. be delivered or sent by email; and

11.4.3. be presumed to have been received on the date of delivery.

11.5. Notwithstanding the above, any notice actually received by the Party to whom notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

## **12. SEVERABILITY**

Should any provision of these terms and conditions be deemed invalid in a court of law, such invalidity shall not have an effect on validity and enforceability of the remaining provisions.

## **SELLERS**

### **13. ADVERTISEMENTS BY SELLERS**

13.1. Sellers can place advertisements for vehicles or vehicle components on the website for a fee as determined from time to time.

- 13.2. When placing advertisements, a Seller must include contact details which will be placed on the website in order for prospective Purchasers to contact the Seller.
- 13.3. Prior to submission of an advertisement, a Seller must register with Wheels4Africa.
- 13.4. After placement, prospective Purchasers can view the advertisements on the website.

#### **14. CONTENT OF ADVERTISEMENTS**

- 14.1. The Seller is responsible for the content of the advertisements, including the accuracy thereof.
- 14.2. Only one vehicle, or vehicle component, is to be featured in an advertisement.
- 14.3. The Seller undertakes that any advertisement submitted to Wheels4Africa is truthful and provides an accurate description of the vehicle or vehicle component.
- 14.4. The Seller shall not include any content in an advertisement which is in any way offensive, derogatory, defamatory, obscene or amounts to hate speech or, if posted, could result in criminal or civil action being taken against Wheels4Africa for the posting thereof.
- 14.5. Advertisements shall include contact details whereby a prospective Purchaser can contact a Seller.
- 14.6. Wheels4Africa reserves the right to refuse to post any advertisement which it deems to be in contravention of this clause.

#### **15. PLACEMENT OF ADVERTISEMENTS ON THE WEBSITE**

- 15.1. Advertisements shall be submitted by Sellers to Wheels4Africa so that they can be checked for compliance with these terms and conditions.
- 15.2. Wheels4Africa shall inform the Seller whether the advertisement is accepted or rejected, and if rejected, what the reasons for such rejection are.
- 15.3. After acceptance of the advertisement has been communicated to the Seller, the Seller must pay the fee for placement of the advertisement on the website.
- 15.4. No advertisements will be placed on the website until payment has been received by Wheels4Africa.

## **16. DATA PROTECTION**

- 16.1. By submitting an advertisement to Wheels4Africa, a Seller requests the placement of the advertisement on the website. This means that the advertisement together with the Seller's contact details, including but not necessarily limited to telephone number and personal or company details (where applicable), can be viewed by all persons with internet access throughout the world. A Seller consents to the publication of his/her/its data in this way.
- 16.2. Wheels4Africa warrants that it shall comply with the provisions of the Protection of Personal Information Act No. 4 of 2013 as may be amended from time to time in so far as its agreement with a Seller relates to or involves the processing of Personal Data (as defined in the Act).
- 16.3. You acknowledge and agree that by placing an advertisement with us, we may collect certain Personal Data relating to you and/or your employees, and/or consultants and/or contractors (as applicable). This Personal Data may be used for a number of purposes as further detailed in our Privacy Policy on the Website. We advise that you familiarise yourself with such policy. Amongst others, this information may be used

for fraud prevention purposes, assisting with police investigations and/or enquiries and/or complying with statutory and regulatory obligations.

## **17. COSTS AND PAYMENT**

- 17.1. In return for placing advertisements on the website, Wheels4Africa will charge Sellers a fee per advertisement placed.
- 17.2. Payment shall be affected via electronic funds transfer, debit order or credit card through payment gateways, where applicable, provided via an independent third-party payment service provider, in the discretion of Wheels4Africa.
- 17.3. It is the responsibility of the Seller to familiarise themselves with third – party payment service providers, their procedures, policies and security protocols. Wheels4Africa accepts no liability for any loss incurred through use of a third – party payment service provider.

## **PURCHASERS**

### **18. VIEWING OF ADVERTISEMENTS**

- 18.1. Purchasers can view advertisements for vehicles or vehicle components on the website.
- 18.2. Should a Purchaser be interested in making a purchase, the Purchaser must contact the Seller by means of the contact details displayed on the website.
- 18.3. Purchasers must take note that the information provided on the website for a vehicle or vehicle component is not meant to be a definitive

authority but is rather a guide. Purchasers must do their own due diligence.

- 18.4. While Wheels4Africa will try to ensure that information provided on a vehicle or vehicle component is as accurate as possible, it cannot guarantee total accuracy and as such cannot be held liable for any inaccurate information.

## **19. USE OF CONTENT BY PURCHASERS**

- 19.1. You agree that you will only use, reproduce and print material comprising the results of searches conducted on the Website for personal and lawful purposes. In particular, you may not use the contact details provided by advertisers of vehicles to contact such advertisers other than in connection with a genuine enquiry relating to the purchase by you of the vehicle in question.
- 19.2. The content of and information appearing on the Website may be altered, amended or updated from time to time and may at times be out of date. It is not Wheels4Africa's responsibility to keep information up to date and as such, we accept no liability for any harm or loss suffered to due to out-of-date information. It is the Purchaser's responsibility to do due diligence.