



Terms & Conditions

Access to the Website is subject to the following terms & conditions

Upon accessing the Website or engaging with any aspect thereof and/or not necessarily registering, you will be deemed to have accepted all of the terms & conditions that apply to its use, the information contained on the Website and to the facilities and services provided by it. Accordingly, please take the time to read through these terms & conditions before continuing to use the Website. If you do not agree to obey these terms & conditions you must stop using the Website immediately.

We reserve the right to alter these terms & conditions at any time and it is your obligation to check if changes have been made. Your use of the Website after changes are posted on-line shall constitute acceptance of the changes in and to the terms & conditions.

In these terms & conditions:

"**we/us/our**" means Grandfox (Pty) Ltd trading as CarWiz, a private company incorporated in South Africa with limited liability, and where applicable our associated companies;

"**Website**" means this website including all aspects, facilities and services of any nature whatsoever related thereto;

"**you"/"your**" means the user of the Website including users who have registered with us and where applicable, advertisers.

1. Access to the Website

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service provided on the Website without notice. From time to time, we may restrict access to some parts of the Website, or the entire Website, to you. We will not be liable if, for any reason, our site is unavailable at any time or for any period.

2. Content

You agree that you will only use, reproduce and print material comprising the results of searches conducted on the Website for personal and non-commercial 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.

The Website content and information may contain technical inaccuracies and typographical errors. We exclude all liability for any illegality and/or any loss or damage incurred arising from such inaccuracies and typographical errors.

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of and information appearing on the Website may be altered, amended or updated from time to time and may at times be out of date. We will not be held to any previously existing representations, terms, conditions or other information subsequently altered on the Website. We accept no responsibility for keeping the information and content on the Website up to date nor do we accept any liability for any failure to do so.

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.

Through the Website, we present advertorial content and information submitted and created by 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.

We give no warranties, conditions, guarantees or representations, expressed or implied, as to:

- The completeness or accuracy of information or any advice that may contained on the Website or any website to which it is linked;
- 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;
- 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.

3. Contractual issues

We will not be bound to any allegations from you that a contract or legally binding arrangement has been entered into between you and us arising from communications addressed to us on the Website. We reserve the right to insist upon written contracts as and when we deem appropriate within our discretion. As such, any information contained on the website cannot be regarded by you as an offer capable of acceptance resulting in a legally binding contract.

4. Liability

The information and material displayed on the Website is provided without any guarantees, conditions or warranties as to accuracy. To the extent permitted by law, we, our employees, agents, representatives, contractors and third parties connected to us hereby expressly exclude:

1. All conditions, warranties and other terms which might otherwise be implied by statute;

2. Any liability for any direct, indirect or consequential loss or damage whatsoever and howsoever incurred by you in connection with:

- Our failure to fulfil any of our obligations in terms hereof;
- The Website or resulting from the use, the inability to use, the Website;
- The search results obtained from the Website;
- Any websites linked to the Website and any material posted on it.

We exclude all representations and warranties relating to the access to and use of the Website, whether they are statutory or otherwise, as far as is possible by law.

We will need to carry out routine maintenance and servicing of our servers and equipment from time to time. While we will seek to keep disruption to a minimum, we cannot guarantee that the Website will be continuously available on-line. We therefore provide the Website on an "as is" and "as available" basis.

We make no warranty that the Website (or websites which are linked to the Website) is free from computer viruses or any other malicious or impairing computer programs. It is your responsibility to ensure that you use appropriate virus checking software.

We are not liable for any failure to perform any of our obligations under these terms & conditions caused by matters beyond our reasonable control.

5. Intellectual Property

All intellectual property including trademarks, names and logos, whether registered or not, embodied in the Website content, are the proprietary marks of us. Marks identifying third parties are owned or licensed by those third parties or their associated companies. Nothing in these terms & conditions in any way confers on you any licence or right under any trade marks, names or logos.

All rights, including copyright, in the content of the Website and the photographs of any vehicles displayed on the Website from time to time and all rights in our database of vehicles, are owned and/or controlled by us.

Except as expressly permitted by these terms & 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. In particular, 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.

Any intellectual property embodied in the information provided by an advertiser and utilised on the Website is hereby assigned to us.

6. Links to other websites

The Website contains hypertext links to websites that are not operated by us. We do not control such websites and are not responsible for their content. Our inclusion in the Website of hypertext links to such websites does not imply any endorsement of the material contained on the websites or of the owners.

7. Links to the Website

You may establish a hypertext link to the home page of the Website, but not otherwise without our written consent, provided no implied endorsement or sponsorship of you is created thereby.

8. Registration details

To gain access to certain services on the Website you will need to register (free of charge). As part of the registration process, you will be given a username and password. You agree that the information supplied with your registration will be truthful, accurate and complete.

You furthermore agree that you will not attempt to register in the name of any other individual, company or organisation nor will you adopt any username which we deem to be offensive. All information supplied by you as part of the registration process will be protected and used in accordance with the terms of our Privacy Policy.

9. Security

We reserve the right to institute criminal proceedings against you should you attempt to maliciously utilise the Website by gaining unauthorised access to any page on the Website or by delivering or attempting to deliver any unauthorised or harmful code to the Website.

10. General

We reserve the right to assign or subcontract any or all of our rights and obligations under these terms & conditions to a third party.

You may not without our prior written consent, assign or dispose of any rights or obligations arising under these terms & conditions. We may revise these terms & conditions at any time by amending this page. You are expected to check this page from time to time and take notice of any changes we make, as they are binding on you. Some provisions contained in these terms & conditions may also be superseded by provisions or notices published elsewhere on the Website.

If any of the provisions of the terms & conditions shall be held to be invalid or unenforceable, it shall not affect the enforceability of any of the remaining provisions.

These terms & conditions together with our privacy policy and cookie policy contain the entire agreement and understanding between you and us relating to the Website, its content and use and

supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either you or us.

The laws of the Republic of South Africa will apply in respect of any legal issue or litigation arising directly or indirectly from the terms & conditions; the use or inability to use the Website and or information contained on the Website.

Advertising Terms & Conditions

By placing an advertisement with us, you are deemed to have read and accepted these Conditions. These Conditions and the contract to which they form part shall be governed by South African law.

1. Non Transferable

You may not assign or transfer any or all of your rights and/or obligations arising from these Conditions without our prior written consent.

2. Payment

- 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.
- Payment for advertisements can be done online through our Website by buying tokens to be used for all advertising activity on the website.
- Tokens are refundable for 15days after purchase, after that they are non-refundable and must be used on the website.
- 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 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.
- We shall have the right to change our advertising rates at any time. Such revised advertising rates shall apply to any advertisement placed with us after publication of the revised advertising rates.

3. Processing Your Advertisement

- We aim to process advertisements supplied online or to our sales team within 24 hours of receipt and placements of these advertisements on the Website the following working day.
- As soon as an advertisement has been approved, a confirmation email will be sent to you confirming that the advertisement has gone live onto the Website. 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.

4. Warranties

If you use our site to sell your car, you warrant that any photos you upload of your car have been taken by and/or are owned by you. You grant us a non-revocable, worldwide, perpetual, royalty free, non-exclusive, sub-licensable and fully transferable licence to use, reproduce, display, sell, modify and edit those photos. You waive any moral rights you may have in any photos uploaded. You warrant and represent that you have all rights necessary to grant us these rights. You warrant that any photos and information provided regarding a vehicle for sale is true and accurate and that you have the right to sell the vehicle.

You warrant and agree that any and all materials which you contribute to or send us via our site must;

1. be accurate (where they state facts);
2. be genuinely held (where they state opinions); and
3. comply with all applicable rules and regulations and South African law.

You warrant and agree that any and all materials which you contribute to or send via our sites must not:

1. be unlawful, harmful, threatening, slanderous, defamatory, libellous, obscene, harassing or racially, ethnically offensive or otherwise objectionable to us;
2. be a breach of a third parties property, right or intellectual property rights;
3. facilitate or promote illegal activity;
4. be or contain anything which is technically harmful (including, without limitation, distributed denial of attack service, a computer virus, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
5. infringe the intellectual property rights or other rights of any third party;
6. promote unlawful violence, discriminate based on race, gender, colour, religious belief, sexual orientation, disability; or
7. be fraudulent or misleading.

You warrant and agree that you understand that:

1. brand new cars can be put on the carwiz platform as specials or when responding to a lead.
2. demo cars that are no older than 12months old and with no more than 10 000 kilometres of mileage can be put on the carwiz platform as specials or when responding to a lead.
3. Any cars that do not meet the above requirements are not allowed to be put on the carwiz platform as either specials or when responding to a lead.

We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, is defamatory or breaches their right to privacy, including, trolling, cyber bullying and harassment. We also have the right to disclose your identity and other information you have provided to us where we are under a duty to disclose or share your personal information with a third party in order to comply with any legal obligation or to enable the Police or Trading Standards to investigate potential illegal activity.

You shall hold harmless and indemnify us and our affiliates, officers, third parties, agents and employees from any claim, action or proceedings arising from or related to any third party claims made against us due to you uploading content or posting comments on our site, including but not limited to any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.

You are solely responsible and liable for any interaction with a third party via our site.

You are solely responsible for maintaining and protecting your content and your account on our site. You are solely responsible and liable for securing and backing up your content.

We have the right to remove any posting you make on our site if, in our sole opinion, your post does not comply with our content standards.

You warrant that;

- 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;
- 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 Grandfox (Pty) Ltd to any proceedings, and/or be detrimental to the reputation of Grandfox (Pty) Ltd;
- 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:

- You fail to comply or we suspect that you are not complying with the provisions of clause 4; and/or
- 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.

5. Receiving offers on our sites

We do not buy or sell cars. We enable car dealers and other partners to provide you with offers for the lease or purchase of cars through our sites (“Offers”). If you decide to buy or lease a car from a car dealer, you will be entering into an agreement with that party. We are not a party to that agreement. Any arrangements made between you and third parties which may be introduced to you through the site are at your sole risk and responsibility. You must carefully check the terms of any arrangements or contracts with third parties. All communications between you and any of our dealers or partners are subject to the terms and conditions of that dealer or partner, and we accept no responsibility or liability for any deal, car purchase, payment or disputes that may arise between you and the dealer or partner.

Where you are using the site in order to find a car for purchase by showing an offer to you through our sites, the dealer is not committed to sell or lease a car for that price, and by viewing or accepting an offer through our sites, you are not committed to buying or leasing a car from that dealer. We cannot guarantee that you will receive any offers, or whether any offers will be issued. We are not obliged to review offers, but may do so as part of our ongoing commitment to customer service or if you ask us to. We, or the dealer, may choose to edit or remove offers at any time.

6. Our Rights and Obligations

- 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.
- Where your advertisement is to appear on the Website, you acknowledge and accept that it is technically impossible to guarantee that the Website will be continuously available online or the corruption free or error free transfer of the advertisement to the Website.
- 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.
- 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.
- We may at any time vary the technical specifications of the Website (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.
- 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 Website and payment is made.

- 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.

7. Media Files and Photographs

- Media files and/or photographs may be checked by us to ensure that the content meets the requirements as set out in these Conditions.
- 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.

8. Amendments

- Any amendments to your advertisement, can be done via the online edit functionality.

9. Liability

- We shall not be liable to you for any
 - consequential, indirect or special loss or damage;
 - loss of goodwill or reputation;
 - loss of business and/or opportunity;
 - loss of profits;
 - loss of revenue; and/or
 - 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 Website; 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.

- 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.
- 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.

- 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).

10. Data Protection

Please refer to our privacy policy and cookie policy for further information.

11. General

- These Conditions and any order form (where relevant) contain the entire agreement between us and you and supersede all prior agreements.
- 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.
- We reserve the right to assign or sub-contract this agreement and any of our rights and/or obligations to a third party.
- 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.
- The agreement which incorporates these Conditions shall be governed by and construed in accordance with South African Law and the parties irrevocably submit to the exclusive jurisdiction of the South African Courts.