

Website Terms and Conditions

Please read these terms and conditions carefully before using the Website and/or services of Weelee. By using our Website and/or our services, you agree to be bound by these terms and conditions. **While you should carefully consider all of this document, please pay particularly close attention to provisions that appear in this bold, red font. These terms may: (i) limit the risk or liability of Weelee or a third party to you, (ii) create a risk or assumption of liability on your part, (iii) impose an obligation on you to indemnify Weelee or a third party, or (iv) be an indication of an acknowledgement of a fact by you.**

1. Interpretation:

In these terms and conditions, unless the context indicates a contrary intention, words and expressions defined in these terms and conditions shall bear the meanings assigned to them and cognate expressions bear corresponding meanings –

- 1.1 “Offer” means an offer made by an Offeror to the Seller to purchase a Vehicle for utilizing the Website;
- 1.2 “Offeror” means a registered person wishing make Offers for Vehicles from Sellers on the Website;
- 1.3 “person” means any person, company, close corporation, trust, partnership or other entity;
- 1.4 “Purchase Price” means the purchase price payable for the Vehicle, being the highest Offer made in respect of a that Vehicle at the expiry of the offer period for that Vehicle, which amount is inclusive of VAT and when accepted by the Seller;
- 1.5 “Purchaser” means the Offeror with the highest Offer and which is accepted in respect of a specific Vehicle at the expiry of the offer period for that Vehicle;
- 1.6 “Sale Agreement” means the agreement concluded between the Seller and the Purchaser pursuant to the Seller accepting the Offer;
- 1.7 “Seller” means a person loading its Vehicle on the Website for the purposes of receiving Offers;
- 1.8 “VAT” means value-added tax as levied from time to time in terms of the Value-Added Tax Act, 1991, as amended;
- 1.9 “Vehicle” means the vehicle(s) loaded by the Seller on the Website;
- 1.10 “Website” means www.weelee.co.za; and
- 1.11 “Weelee” / “we” / “our” means Weelee (Pty) Ltd, registration number 2013/207927/07).

2. General

- 2.1 These terms and conditions govern your use of the Website and/or our services.
- 2.2 **The services provided via the Website are available only to South African citizens and residents and in respect of vehicles that are registered in South Africa only.**
- 2.3 The Website acts as a platform to enable a Seller to procure Offers for its Vehicle from registered Offerors with a view to selling the Vehicle to the Offeror with the highest Offer for the Vehicle.
- 2.4 The highest Offer at the expiry of the Offer process, will be presented to the Seller for acceptance. The Seller is not obliged to accept the highest Offer (or any Offer), unless the Seller is a vehicle dealer and has set a reserve price, which reserve price has been exceeded.
- 2.5 Unless otherwise agreed to between the Seller, Offeror and/or Purchaser:
 - 2.4.1 Weelee is not conducting an auction and neither takes requests for, nor ever guarantees, a minimum Offer or reserve price. Weelee merely provides a platform for Offeror's to view

Vehicles advertised by Sellers and to allow Offerors the opportunity to make Offers for Vehicles if they wish to;

- 2.4.2 loading the Vehicle on the Website and obtaining an Offer, is free of charge. The Offer does not constitute a valid and binding sale until such time as the Offer has been accepted by the Seller; and
- 2.4.3 should the Seller accept the Offer, the details of the Purchaser be disclosed to the Seller. No fee is payable by the Seller. Weelee receives a fee from the Purchaser on acceptance of the Offer.

3. True and Correct Information

Should you upload a Vehicle to the Website and make it available to Offerors, you hereby acknowledge that an Offer being made by an Offeror will be made based on the information provided by you. Accordingly, you hereby unconditionally warrant and confirm that all information provided by you is true accurate and correct.

4. Sale

- 4.1 Unless otherwise agreed to between the Seller, Offeror and/or Purchaser, a valid sale agreement will be entered into between the Seller and the Purchaser immediately once the Seller accepts the Offer and the Seller will be deemed to have sold, and the Purchaser will be deemed to have purchased, the relevant Vehicle in accordance with the provisions of the Sale Agreement – click [here](#) to review the terms and conditions of the Sale Agreement. **Please note: The sale will be subject to the Purchaser inspecting the Vehicle and the Vehicle being as described on the Website.**
- 4.2 When you click to accept an Offer, legal obligations arise. You must not accept any Offer through this Website unless you understand and agree all our terms and conditions. Once an Offer is accepted, it is deemed that you have read and understood the terms and conditions of the Sale Agreement – click [here](#) to review the terms and conditions of the Sale Agreement. If you have any queries please contact us before accepting any Offer or conducting any transaction for any service through this Website.
- 4.3 Unless otherwise agreed to between the Seller, Offeror and/or Purchaser, an Offer from a Purchaser shall be open for acceptance by the Seller as follows. If such Offer is received on a -
 - 2.4.4 Monday, Seller must accept by no later than 17h00 on the Tuesday;
 - 2.4.5 Tuesday, Seller must accept by no later than 17h00 on the Wednesday;
 - 2.4.6 Wednesday, Seller must accept by no later than 17h00 on the Thursday;
 - 2.4.7 Thursday, Seller must accept by no later than 17h00 on the Friday;
 - 2.4.8 Friday, Seller must accept by no later than 17h00 on the following Saturday; and
 - 2.4.9 Public Holiday, by no later than 17h00 on the next business day,provided that **if the Offer from the Purchaser is not accepted by the relevant time, it shall lapse and cease to be of any further force or effect.**
- 4.4 The Purchaser and the Seller will be solely responsible for arranging a time and place, acceptable to the Seller, to:
 - 3.2.1 meet and inspect the Vehicle;
 - 3.2.2 pay the Purchase Price;
 - 3.2.3 complete all necessary documentation, including the relevant NATIS form to the extent that the Vehicle is not financed; and
 - 3.2.4 hand over of the Vehicle, together with all service books and spare keys.

4.5 The Purchaser will be responsible for attending to the transfer of ownership, registration, roadworthy certificate and/or settling any outstanding finance amounts (**limited to the amount of the Offer, amounts owing by the Seller to any financier over and above this amount must be settled by the Seller**), at the Purchaser's cost.

5. Indicative Valuation

5.1 Subject to a Seller entering true and accurate information relating to the relevant Vehicle on the Website, the Seller shall receive an *estimated value* range for its Vehicle. **The estimated value range is merely an indicative value of the Vehicle and is to be used for information purposes only - this is in no way a minimum Offer guarantee.** Due to the fact that many Offerors may be making Offers on the Vehicle, the highest Offer may be at a higher value or lower value than the values in the indicative range, and **will still be subject to the Purchaser inspecting the Vehicle and the Vehicle being in accordance with the Seller's description thereof, as disclosed through the Website. The valuation of a Vehicle utilizing the Website does not in any way whatsoever constitute an Offer to purchase the Vehicle.**

5.2 Unless the contrary is agreed to between the Seller, Offeror and/or Purchaser, the Seller may decide in its sole discretion whether to accept an Offer to sell its Vehicle utilizing the Website, but **note that once an Offer is accepted, a legally binding contract of sale is created between the Purchaser and the Seller and the Seller shall be obliged to sell the Vehicle to the Purchaser on the terms and conditions contained in the Sale Agreement.**

6. User Rights

6.1 Activities or actions of users that are designed to make our service dysfunctional or to otherwise frustrate our commercial endeavours are strictly prohibited.

6.2 The Website shall not be used for, including but not limited to, speculative, false or fraudulent purposes. The Website and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

6.3 Users may not, without our written consent, extract parts of our service and data and / or reuse it. In particular, users are prohibited without the written consent of Weelee from performing data mining, using any robots or similar data gathering and extraction programs to extract any substantial parts of our service and/or data for reuse.

6.4 Linking, integration or associating any other links to our service without the prior written consent of Weelee are prohibited.

6.5 The presentation and functionality of the Website's service can, depending on type of access - for example, via desktop or mobile application - differ. The right to use the Website's service and its functions is only within the current framework based on the current technology available.

7. No Agency and Limitation of Liability

7.1 **Weelee is only responsible for providing the platform to procure Offers for Vehicles.**

7.2 **Weelee does not make any guarantee or promise that any Offer will be made in respect of any Vehicle. Weelee will make the Seller's advertisement of the Seller's Vehicle available to all prospective Offerors for consideration.**

7.3 **The Sellers, Offerors and Purchaser(s) are independent third parties and nothing contained herein shall be deemed to constitute a partnership, joint venture or the like between them nor to constitute the Sellers, Offerors and/or Purchaser as the agents of Weelee for any purpose. The Sellers, Offerors and/or Purchaser shall not by reason of their actions or omissions incur any liability to Weelee and the Sellers, Offerors and/or Purchaser shall not be**

entitled to authorise, represent or to hold out to any third party that the relationship between Weelee and any of them is that of a partnership, joint venture or the like. Each of the Seller, Offerors and/or Purchaser undertakes not to make any representations which might induce the belief that the relationship of agency, joint venture, partnership or employment exists between any of them and Weelee.

7.4 Weelee shall not be liable for any technical defects, in particular for the continuous and uninterrupted availability of the Website, for the correct reproduction of the user-entered content as well as the valuation estimate provided online or via email.

7.5 Weelee shall not be liable to any person for any loss, of whatsoever nature and howsoever caused any of the Seller's, Offerors' and or the Purchaser's actions, including but not limited to, the Seller and/or the Purchaser breaching any provision of the Sale Agreement entered into between them, the Vehicle not being described accurately on the Website, the failure by the Purchaser to pay the Purchase Price of the Vehicle (in whole or in part), any failure by the Seller and/or Purchaser to transfer the Vehicle, deregister the Vehicle, pay traffic outstanding traffic fines and/or any other acts or omissions by the Seller and/or the Purchaser which may in any way detract from the provisions of the Sale Agreement, including the settling of any outstanding finance on the Vehicle and/or corresponding with any finance house in respect thereof.

7.6 Due to the nature of the Internet, access to the Website may occasionally be interrupted or restricted beyond our control. In addition, we reserve the right to interrupt access for purposes of repairs, maintenance or the introduction of new services.

7.7 Weelee shall not be liable for any damages caused to any user through the use of the Website and/or by any third party, including the Seller, the Offerors and/or the Purchaser, as well as the accuracy and/or completeness of the information or content thereon. The use of the Website is at the user's own risk.

8. No Warranty

8.1 The contents of this Website are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

8.2 The owner of this Website, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

8.3 The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

9. POPI Consent / Data Protection Policy

9.1 The protection of personal data and privacy of users of our Website is taken very seriously by us. To ensure maximum protection, we comply with all legal requirements of data protection law in South Africa.

9.2 Please refer to our privacy policy [here](#).

9.3 **Please note that by using the Website you are agreeing to our privacy policy, which includes your consent to our sharing some of your personal information with third parties for purposes of marketing certain automotive market related products, and others, to you. If you do not agree to this, please email us now by clicking [here](#). If you do give your consent in this respect,**

you may require any third party marketing to you from information they received from us to desist at any time.

9.4 If you do not agree to our Privacy Policy, please do not use the Website.

10. Website Rights

10.1 All logos, logos, texts, images and other data on our Website are subject to copyright. The use of our Website does not entitle you to further commercial use of this information. The modification, further processing and use in media of any kind is not permitted. Any further commercial use is possible only with prior written consent from us.

10.2 The unauthorised use of our information and the logos or trademarks of third parties that are represented on our Website, violate our rights or the rights of others and is not permitted.

10.3 We reserve the right to:

9.3.1 modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

9.3.2 change these terms and conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether these terms and conditions have been changed. If you do not agree to any change to these terms and conditions then you must immediately stop using the Website.

10.4 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

10.5 Your continued use of the Website following the posting of any amendments to these terms and conditions will mean that you accept those amendments.

11. Third Party Links

In an attempt to provide increased value to our users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

12. Security Policy

12.1 All transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, so that that nobody can impersonate Virtual Card Services or i-Pay to obtain confidential information.

12.2 Virtual Card Services and i-Pay are committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services' and i-Pay's internet servers are protected by firewalls and intrusion detection systems.

12.3 We do not have access to credit or banking details.

12.4 Each of Virtual Card Services and i-Pay continually review and enhance its security in line with technological changes.

13. Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

14. Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is your obligation to periodically check these Terms and Conditions at the Website for changes or updates. Your continued use of this Website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

15. Applicable Law and Jurisdiction

The law of the South African Republic shall apply to all legal transactions or other legal relations with us.

16. Severability

Should any of these terms and conditions wholly or partly not legally be effective or lose their legal validity later, then this shall not otherwise affect the validity of the terms and conditions. The statutory provisions shall replace the invalid provisions. The same applies if the terms and conditions have an unforeseen omission.