

Website Terms and Conditions

<https://www.ldvauto.co.za> (the 'Website') is owned and operated by Africa Automotive Holdings (Pty) Ltd trading as LDV South Africa.

Visitors to the website (hereinafter known as "users" which shall include the user's beneficiary, heirs, successor-in-title and assigns, and if the user is a juristic person shall include its shareholders, directors, employees, agents, service providers and representatives) are bound by this user agreement and any ancillary provisions referred to in the agreement. If you disagree with this user agreement, you should discontinue using the website. By continuing to use LDV South Africa, your actions constitute acceptance of the unmodified user agreement. By accepting this user agreement, it is understood that you have read and agreed with the content therein.

The website is provided as-is, and the use of the website is at your own discretion. Neither LDV South Africa (including its Owners, Shareholders, Directors, Employees, Agents, Service Providers, Representatives or Suppliers, and for the purposes of these terms and conditions are collectively referred to as LDV South Africa) are to be held responsible for the damages or losses relating to or resulting from the use of the website or the products and services sold through using it.

Disclaimers

LDV South Africa does not make any warranties of any nature whatsoever in relation to the website and/or services provided including any warranty that the website or website server is virus-free and does not contain harmful components. It also does not maintain that the functions, content, and technology available from the website are uninterrupted and/or are free from errors. LDV South Africa is able to suspend access to the website without notice at any time and accepts no liability for any consequences thereof.

The information, ideas, or opinions expressed on the LDV South Africa website are not to be regarded as professional advice or the opinion of the company's representatives. We encourage users to seek professional advice before taking any action related to the information, ideas, or opinions on the website.

All risk and/or liability incurred from the use of the website rests solely with the user and not with LDV South Africa, its representatives nor any of its agents. We cannot be held responsible for any damages or losses that arise from making use of this website, the services, or the content provided within, including damage to computers. All malfunctions can be reported to us directly.

If LDV South Africa is found, despite the above-mentioned disclaimers, to be liable for any reason to you or any third party, the liability is limited to 500 ZAR (five

hundred South African Rands). Under no circumstances is LDV South Africa held accountable for any indirect damages, special damages, consequential damages, or loss of profits and/or data.

Intellectual Property Rights

All of the content, trademarks, and data on this website, including but not limited to software, databases, plain text, graphics and icons, hyperlinks, private information, designs and agreements are the property of and are licensed to LDV South Africa and are thus protected from copyright infringement by both local and international legislation.

LDV South Africa, the website, might hold images, names, or other content that can be seen as trademarks, logos, or copyrighted material of third parties. These may not be copied or used without their strict permission. To obtain permission, please feel free to contact LDV South Africa or the third party directly.

Content & Minors

LDV South Africa is not able to screen or edit the content that is available on the website and does not accept liability for incorrect, illegal, defamatory, or obscene and/or offensive content and/or images. You are, however, encouraged to inform us of this content so that we can remedy the situation.

Hyperlinks that lead from this website or external website are provided as-is and LDV South Africa does not necessarily agree with or sponsor the content on these webpages.

This is not an adult website and, as such, there is no explicit age limit that has been placed on our users.

Security

Any person, company, or organisation that attempts to deliver or insert any damaging code to this website or attempts to gain unauthorised access to any page on this website will be prosecuted and civil damages shall be claimed should LDV South Africa suffer any losses or damages.

You will also allow LDV South Africa to take all reasonable and legal steps to ensure the security and integrity of the website and its back-office application, as well as its staff and agents.

Prohibited conduct

Regarding hyperlinks, framing, spiders and crawlers: no business, person, or website may link to any page on this website, or use any tools or technology to search for or gain information from this website without consenting to the terms and conditions, and without written permission from LDV South Africa itself. This prohibits robots, crawlers, spiders, and any other site search or retrieval tools from scraping and indexing the website and any of its content, as well as reformatting, framing (iframe) any of the pages of the website in any way.

General usage

Users agree to make use of the website in accordance with the user agreement and all applicable laws and regulations. Users also agree that they will not engage in any of the following prohibited conduct when using the website:

- Submitting false, inaccurate, or misleading information on the website or conducting business in a false, inaccurate, and misleading fashion
- Attempting to deliver or delivering any damaging code to this website
- Attempting to gain unauthorized access to any page on this website
- Tampering with, attempting to hack, modify or otherwise corrupt the functionality, security, and integrity of LDV South Africa.
- Threatening, stalking, defrauding, inciting, harassing, or advocating for these activities in relation to any other person, user, or business and otherwise interfering with another person's use of LDV South Africa.
- Writing or encouraging defamatory content, creating content that is trade libelous, and unlawfully threatening and harassing entrants.
- Attempting to or successfully violating any third-party right including a breach of confidence, copyright, trademark, patent, trade secrets, moral or privacy right as well as any other intellectual property or proprietary right
- Changing, modifying, appropriating, reproducing, distributing, translating, and creating derivative works or adaptations of other business's content including publicly displaying, selling, trading or in any way exploiting the website or its content unless authorised by LDV South Africa.

Attempting to reverse engineer any portion of the website

Attempting to or successfully removing any copyright, trademark or other proprietary rights notices on the website or on any materials printed or copied from the website

Mining, recording, or processing information about other users or businesses listed on the website

Attempting to take any action which may impose an unreasonable or disproportionately large load on the technological infrastructure of LDV South Africa.

Gaining or attempting to gain unauthorised access to the LDV South Africa website, its network connections, or computer systems using hacking, password mining or any other illegal methods

Using the website or its content to transmit computer viruses, defects, worms, trojan horses, or any other malicious computer code that could affect routine programming or be destructive in nature including interfering with and intercepting personal information, interrupting site usages, systems, and processes

Affecting the proper working of the website by using devices, software, codes, or any type of exploitation

Making excessive demands for traffic

Attempting to or successfully removing, circumventing, disabling, or otherwise interfering with any security-related features of the website including those that prevent or restrict the copying of website content or features that enforce limitations on the use of the website

Taking any actions that might render LDV South Africa liable to anyone or cause LDV South Africa to lose in whole or in part the services or any ISP, supplier or third party.

Using the website is an acknowledgement that any misuse or damage of LDV South Africa website violates the aforementioned provisions. LDV South Africa may incur liability and/or suffer from damages and, as such, your access to the website will be subject to limitation, suspension or immediate cancellation.

You will also be subject to damages and other similar penalties, including criminal prosecution where applicable, and you will be held liable for any and all damages that LDV South Africa should suffer. This will include attorney's fees on an attorney and own client scale and without limiting the generality of the foregoing, you will be required to reimburse LDV South Africa any and all costs, expenses and fines levied as a result of your activities.

Terms and termination

This user agreement will commence from the date on which it is published on LDV South Africa and will continue indefinitely, being amended by LDV South Africa as and when it is necessary for the entire duration of the operational use of the website. LDV South Africa has the right to terminate this user agreement and the website at any time.

Changes to the user agreement

LDV South Africa may in its sole discretion, change the user agreement or any part therein contained with or without notice to users. It is the responsibility of the users to ascertain whether or not the agreement has been amended in order to ensure that they are satisfied with the changes made. If you are not satisfied with the user agreement, you may refrain from using the website.

Governing law and jurisdiction

The website of LDV South Africa, including its terms and conditions, as well as any disputes arising from the terms and conditions, will be governed in accordance with the laws of the Republic of South Africa. Your continued use of the website constitutes your consent and submission to the jurisdiction of the South African courts, regarding all proceedings, transactions, applications or the link instituted by either party or third parties arising from any of these terms and conditions.

Electronic communication

When visiting or interacting with the website or sending emails to LDV South Africa, you consent to receiving communications from LDV South Africa electronically. You thus agree to all agreements, notices, disclosures, and other communications sent by LDV South Africa, including but not limited to, the requirement that such communications should be in writing.