

### ***You agree to these Terms by using this site***

Your access to, and use of, the site is subject to the following Terms of use and all applicable laws and regulations. By accessing and using the site, you accept, without limitation or qualification, these Terms of use. If you do not agree and accept, without limitation or qualification, these Terms of use, please exit the site.

### ***Ownership of content***

The site and all of its contents including, but not limited to, all text and images ("Content") are owned and copyrighted by Barloworld Motor Retail South Africa a division of Barloworld South Africa (PTY) LTD or others with all rights reserved unless otherwise noted. Any Content that is a trademark, logo, or service mark is also a registered and unregistered trademark of Barloworld Motor Retail South Africa a division of Barloworld South Africa (PTY) LTD or others. Your use of any Content without the written permission of the Content owner, except as provided for in these Terms of use, is strictly prohibited. You are also advised that Barloworld Motor Retail South Africa a division of Barloworld South Africa (PTY) LTD Ltd will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

### ***Your use of the site***

Barloworld Motor Retail South Africa a division of Barloworld South Africa (PTY) LTD grants you permission to use the site as follows:

you may not use images of people or places on the site without Barloworld Motor Retail's written permission; you may not distribute, modify, copy (except as set forth above), transmit, display, reuse, reproduce, publish, license, create derivative works from, transfer, sell or otherwise use Content without Barloworld Motor Retail's written permission;

you are prohibited from using the site to post or transmit any infringing, threatening, false, misleading, abusive, harassing, libellous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law – Barloworld Motor Retail will fully cooperate with any law enforcement authorities or any court order requesting or directing Barloworld Motor Retail to disclose the identity of anyone posting or transmitting any such information or materials; and you are prohibited from using the site to advertise or perform any commercial solicitation.

### ***Privacy***

Any personal data (for example, your name, address, telephone number or e-mail address) you transmit to the site by electronic mail or otherwise will only be used by Barloworld Motor Retail for internal research purposes, unless you have explicitly stated that you would like to receive emails containing news, promotions and competitions. Any communication or material you transmit to the site, such as questions, comments, suggestions or the like, will be treated as non-confidential and non-proprietary. We will not provide your information to third parties.

### ***Disclaimer of warranties***

All content is subject to change and is provided to you "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Without limiting the foregoing, Barloworld Motor Retail neither warrants nor represents that your use of any Content will not infringe the rights of any third parties nor that the Content will be accurate, complete or up-to-date. Additionally, with reference to any discussions, chats, postings, transmissions, bulletin boards, and the like that may be on the site, Barloworld Motor Retail assumes no responsibility or liability arising from any infringing, threatening, false, misleading, abusive, harassing, libellous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law, contained in any such locations on the site.

### ***Exclusion of liability***

Your use of the site is at your own risk. Neither Barloworld Motor Retail, nor any of its affiliates, officers or directors, nor any of its agents or any other party involved in creating, producing, or delivering the site, are liable for any direct, indirect, punitive, incidental, special, consequential or other damages arising out of or in any way connected with the use of this site or content whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

Please note that some jurisdictions may not allow the exclusion of certain damages, so some of the above exclusions may not apply to you.

### ***Links to third party sites***

The site may contain links to sites owned or operated by parties other than Barloworld Motor Retail. Such links are provided for your convenience only. Barloworld Motor Retail does not control, and is not responsible for, the content or privacy policies on, or the security of, such sites. Without limiting the foregoing, Barloworld Motor Retail specifically disclaims any responsibility if such sites:

infringe any third party's intellectual property rights;

are inaccurate, incomplete or misleading;

are not merchantable or fit for a particular purpose;

do not provide adequate security;

contain viruses or other items of a destructive nature; or

are libellous or defamatory.

### ***Governing law***

You agree that any dispute arising from any agreement that may arise either explicitly, by implication or tacitly as a result of your accessing this site, shall be governed in all respects by the laws of the Republic of South Africa.