



## Terms and Conditions for the use of the Goldwagen Website

1. These terms and conditions govern the use of the Goldwagen Website. By accessing this Website and using (browsing) same, you indicate your assent to the terms and conditions contained in this agreement, and you agree to be bound by these terms and conditions.
2. If you do not agree with any of the terms and conditions set out hereinafter, you should not continue to use this Website, nor may you display, use, download and/or otherwise copy or distribute any of the content of this Website.
3. The headings to the clauses of this agreement are for reference purposes only. Words importing any one gender shall include the others. Words importing the singular shall include the plural and vice versa. A natural person includes a juristic person and vice versa.

### 4. Definitions and Interpretations

In this agreement, except in a context indicating that some other meaning is intended, the following terms shall bear the following meaning:-

**4.1 Data:** means electronic representations of information in any form that can be generated, sent, received and stored by electronic means and includes a stored record;

**4.2 Goldwagen Website:** means the Goldwagen Website, comprising a collection of related Web Pages containing content such as images, videos and/or digital assets, accessible on the World Wide Web, created by Goldwagen and identified by its web address, namely <http://goldwagen.com>, and Website shall have a cognate meaning

**4.3 Intellectual Property Rights ("IPR")** means WAG's proprietary interest in and/or legal use of any patent, trademark, trade name, copyright, design, domain name, know-how, source codes, systems, application, specifications, procedures, processes, manufacturing or marketing information and methodology relating to the Goldwagen Website, and whether or not:

- \* patented or patentable (whether by renewal or otherwise); or
- \* registered or registrable as a design, device, trade name or domain name (whether by renewal or otherwise); or
- \* protected by copyright or otherwise protected or protectable by law; or registered or registrable as a trademark;

**4.4 Personal Information:** means any information of an identifiable User, collected electronically through the Goldwagen Website and include the following:-

4.4.1 Information relating to the race, gender, sex, pregnancy, marital status, nationality, ethnicity or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, beliefs, culture, language, and birth of the User;

4.4.2 Information relating to the education or the medical, criminal or employment history of the User or information relating to financial transactions in which the User has been involved;

4.4.3 Any identifying number, symbol, or other particular assigned to the User;

4.4.4 The address and banking details of the User;

4.4.5 the personal opinions, views or preferences of the User, except where they are about another individual or about a proposal for a grant, an award or a prize to be made to another User;

4.4.6 Correspondence sent by the User that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

4.4.7 The views or opinions of another individual about the User;

4.4.8 The views or opinions of another individual about a proposal for a grant, an award or a prize to be made to the User, but excluding the name of the other individual where it appears with the views or opinions of the other individual; and

4.4.9 The name of the User where it appears with other personal information relating to the user or where the disclosure of the name itself would reveal information about the User

4.5 **User:** means the individual who accesses the Goldwagen Website;

4.6 **WAG:** means Worldwide Automotive Group (Enterprises) (Pty) Limited (Registration No.: 2004/007403/07)

4.7 **Web Browser:** means a computer program that provides an easy method of accessing and viewing information stored as web documents on different Web Servers;

4.8 **Web Server:** means a store of Web Pages that can be accessed by a Web Browser;

4.9 **Web Page(s)** means an electronic or digital document accessible with a Web Browser.

## 5. PERMISSION TO USE THE WEBSITE

5.1 Unless otherwise stated, WAG and/or its licensors own the IPR in the Website and material comprising the content of the Website. Subject to the permission below, all WAG's IPR are reserved.

5.2 You may view, download for storing purposes only, and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

## 6. STANDARD USE OF THE GOLDWAGEN WEBSITE

6.1 You may not use this Website in any way that causes, or may cause damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

6.2 You may not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

6.3 You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website.

You may not use this Website to transmit or send unsolicited commercial communications. You may not:-republish material from this Website (including republication on another website); sell,

rent or sub-license material from the Website; show any material from the Website in public; reproduce, duplicate, copy or otherwise exploit material on this Website for commercial purposes.

## 7. COOKIES

Cookies are packets of Data that are sent from the Website's Web Server to you, the User's Web Browser, storing this Data on the User's Web Browser, allowing WAG's Goldwagen's Website Web Server to identify the User for future return visits to the Website. It is recorded that no Personal Information will be stored in a Cookie, and that information retained in the cookie can only be accessed by WAG Goldwagen's Web Server.

## 8. THIRD PARTY SITES

8.1 WAG may provide hyperlinks to websites not controlled by WAG. These hyperlinked third party websites may also contain cookies that will collect the User's Personal Information when he accesses a linked third party website via Goldwagen's Website. WAG disclaims any liability for the use of the aforesaid sites.

8.2 The provision of hyperlinks to third party sites does not imply any endorsement, agreement and/or support of the content, products and/or services of such third party websites by WAG. WAG does not editorially control the content, products and/or services on third party sites, and shall not be liable, in any manner whatsoever for the access to, the inability to access, the inability to use and content available on or through target sites.

## 9. WARRANTIES IN RESPECT OF THE GOLDWAGEN WEBSITE AND LINKED THIRD PARTY WEBSITES

9.1 By visiting Goldwagen's Website and by viewing, accessing or otherwise using any of the services and/or information created, collected, compiled or submitted to Goldwagen Website, you, the User understand and agree that your use of Goldwagen Website is entirely at your own risk.

9.2 WAG does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of Goldwagen Website, that the Website's functions will be uninterrupted and error-free, to the accuracy of information and contents of the Website, and that the Web Server is free from viruses and other harmful components.

9.3 The aforesaid provisions apply mutatis mutandis in respect of any third party websites linked to the Goldwagen Website.

## 10. LIMITATION OF LIABILITY

10.1 You understand and agree that WAG and any of its subsidiaries, affiliates, related entities, and the owners, directors, employees, suppliers, agents and/or representatives of any of the aforesaid shall in no event be liable for any loss and/or damages of whatsoever nature, direct and/or indirect and/or consequential as a result of, including but not limited to:-

10.1.1 Accessing and/or using (or your inability to access and/or to use) the Goldwagen Website;

10.1.2 Accessing and/or using (or your inability to access and/or to use) linked third party websites;

10.2.3 The disclosure of Personal Information and the use thereof by Goldwagen (where applicable);

10.2.4 Any reliance placed by you on content and/or functionality on the Goldwagen Website and/or third party website

## 11. PRIVACY POLICY - PERSONAL INFORMATION

11.1 WAG recognises the right to privacy of the User of the Goldwagen Website in respect of their online activities pertaining to a User's Personal Information, collected electronically through the Goldwagen Website, and used and disclosed to WAG. This policy accordingly sets out how WAG will electronically, through the Goldwagen Website request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage Personal Information sourced from an identifiable User.

11.2 WAG may request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage any Personal Information collected from Users, but will not use, disclose, share or sell any Personal Information on the User without the express written permission of the User, unless WAG is permitted or required to do so by law or unless same is used, disclosed, shared or sold to entities interrelated to WAG.

11.3 WAG may electronically request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage the following Personal Information of User:-

11.3.1 Name and surname;

11.3.2 Identity Number;

11.3.3 Postal area code;

11.3.4 Street address;

11.3.5 Postal address;

11.3.6 Title;

11.3.7 Contact numbers;

11.3.8 Non personal browsing habits and click patterns;

11.3.9 E-mail address;

11.3.10 IP address and/or selected User name and password.

11.4 WAG request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage the abovementioned information for the following proposed purposes:-

11.4.1 To communicate requested information to the User;

11.4.3 To authenticate the User;

11.4.4 To provide the User, where applicable with access to restricted pages on its Website;

11.4.5 To compile non personal statistical information about browsing habits, click patterns and access to the Goldwagen Website.

11.5 It is recorded that WAG will not use the Personal Information for any other purpose than the disclosed purpose except with the express written permission from the User, and/or unless WAG is permitted or required to do so by law;

11.6 WAG will for as long as the Personal Information is used, and for a period of not less than one year thereafter, keep record of the Personal Information and for the specific purpose for which the Personal Information was collected;

11.7 WAG will not disclose any of the Personal Information held by it to any third party, unless specifically authorised by the User to do so in writing alternatively unless WAG is required or permitted by law;

11.8 WAG will, for as long as the Personal Information is used and for a period not less than one year thereafter, keep a record of any third party to whom the Personal Information was disclosed, and the date on which this information was disclosed and the purpose for which it was disclosed;

11.9 WAG will delete and/or destroy all Personal Information that has become obsolete;

11.10 WAG may use this Personal Information to compile profiles for statistical purposes and may freely trade with such profiles as statistical data as long as the profiles or statistical data cannot be linked to any specific User by a third party

## 12. ALTERNATIVE DISPUTE RESOLUTION

Subject to any urgent and/or any interim relief, all disputes regarding the collection, storage, use, maintenance, compilation, sharing, disclosing and selling of any Personal Information collected electronically via the Goldwagen's Website from Users shall be referred to arbitration in terms of the Expedited Rules of the Arbitration Foundation of South Africa, and such arbitration proceedings shall be conducted in Pretoria in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on the scale between attorney and client. The Expedited Rules of the Arbitration Foundation of South Africa may be downloaded from the Arbitration Foundation of South Africa's Website, [www.arbitration.co.za](http://www.arbitration.co.za).

## 13. COMPLAINTS CONCERNING GOLDWAGEN'S WEBSITE

A User may lodge complaints concerning the Goldwagen Website with WAG at [webmaster@goldwagen.com](mailto:webmaster@goldwagen.com).