



**TERMS AND CONDITIONS FOR SAX AUTO TRADING PROPRIETARY
LIMITED.**

REGISTRATION NUMBER: 2024/636364/07.

(Herein after referred to as “the Service Provider”)

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SAX AUTO TRADING (PTY)LTD.

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1. PARTIES

1.1. The parties means –

1.1.1. **Sax Auto Trading (Pty) Ltd** with registration number: 2024/636364/07.

1.1.2. Any juristic person or natural person that subscribes to the use of this website.

1.2. The Parties agree as set out below.

2. INTERPRETATION

2.1. In this agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

2.1.1. **"Access Codes"** means all usernames, passwords, one time pin for the purpose of controlling or gaining access to the website or any of its products.

2.1.2. **"Agreement"** means the terms and conditions incorporated herein, including all annexures (if any) hereto;

2.1.3. **"Customers/Users"** means any juristic person or natural person that has subscribed to the use of this website and has been approved by the service provider.

2.1.4. **"Effective Date"** means the date on which the Condition Precedent is fulfilled or waived, as the case may be;

2.1.5. **"intellectual property"** shall mean all present and future intellectual property rights, in whole or in part, including but not limited to patents, trademarks (whether registered, pending or unregistered in any form and/or nature whatsoever whether now used or adopted in the future), service marks, designs, design rights, all rights of copyright whether existing now or in the future including initial drawings, sketches, flow charts, designs and computer programs relating thereto, together with all related know-how, source codes, inventions, trade secrets, confidential information and all other rights of a similar character whether registered or capable of registration and all applications and rights to apply for protection of any of the same, and wherever the rights arise in the world;

2.1.6. **"Parties"** means the parties to this Agreement referred to in clause 1.1

2.1.7. **"POPI"** means the Protection of Personal Information Act, No. 4 of 2013 together with its Regulations, as amended from time to time;

- 2.1.8. **"South Africa"** means the Republic of South Africa.
- 2.1.9. **"Service provider"** means Sax Auto Trading (Pty) Ltd with registration number 2024/636364/07, registered in terms of the laws of South Africa;
- 2.1.10. **"Website"** means the website/s of Sax Auto Trading (Pty) Ltd services.
- 2.2. In this Agreement -
- 2.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 2.2.2. an expression which denotes -
- 2.2.2.1. any gender includes the other genders;
- 2.2.2.2. a natural person includes a juristic person and *vice versa*;
- 2.2.2.3. the singular includes the plural and *vice versa*;
- 2.2.2.4. a Party includes a reference to that Party's successors in title and assigns allowed at law; and
- 2.2.2.5. a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- 2.3. Any reference in this Agreement to –
- 2.3.1. **"business hours"** shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;
- 2.3.2. **"days"** shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.3.3. **"laws"** means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and **"law"** shall have a similar meaning;

- 2.3.4. **"launching date"** means the date that the customer's advert goes live on the service provider's website.
- 2.3.5. **"person"** means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality; and
- 2.3.6. **"writing"** means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, No 25 of 2002.
- 2.4. The words **"include"** and **"including"** mean "include without limitation" and "including without limitation". The use of the words **"include"** and **"including"** followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7. Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8. A reference to any statutory enactment shall be construed as a reference to that enactment as at the launching Date and as amended or substituted from time to time.
- 2.9. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10. If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.11. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

- 2.12. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.13. Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, the service provider reserves the right to alter these terms & conditions at any time and it is the Customers obligation to check if changes have been made. When the Customer use of the Website after changes are posted on-line shall constitute acceptance of the changes in and to the terms & conditions.

3. INTRODUCTION

- 3.1. Any User of this Website is expressly subject to the terms and conditions of this agreement incorporated in this agreement.
- 3.2. Upon accessing the Website or engaging with any aspect thereof and/or not necessarily registering, the user will be deemed to have accepted all 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 the User does not agree to adhere to the terms and conditions contained herein, the User may cease the use of the Website immediately.

4. ACCESS TO THE WEBSITE.

- 4.1. When the User is granted access permission to the Website on a temporary basis, and the Service Provider reserve the right to suspend, withdraw or amend the service provided on the Website without prior notice to the User. Some or all the parts of the Website may be restricted for maintenance or security reasons. The service provider will not be liable for any damages that may be suffered during the down time of the Website.
- 4.2. To gain access to certain services on the Website the User will need to register (free of charge). The User will be given a username and password. The User undertakes that the information provided is truthful and accurate and allows the Service provider to verify the information.
- 4.3. All information supplied by the User as part of the registration process will be protected and used in accordance with the terms of our Privacy Policy.

5. PROHIBITED ACTIVITIES.

- 5.1. The User shall not alter, modify, or transmit the intellectual property on the Website unless the Service Provider has agreed to such modification, transmission the intellectual property.
- 5.2. The User shall not use the intellectual property for commercial purposes such as the contact details of the advertiser of the vehicle/s for other purposes not related to the transaction of the use of this Website without a prior consent of the Service Provider.
- 5.3. The User is prohibited from using the Website or search data or any services in manner that may compromise the safety and security, resources, information and accounts of other Users.
- 5.4. The username and password may not be offensive or otherwise derogatory in nature. Do not submit any content that is illegal or promotes illegal activities, including content that infringes on intellectual property rights, privacy rights, or any other rights of third parties.
- 5.5. Do not include personal information about others, such as names, addresses, phone numbers, or email addresses, without their explicit permission.

6. WARRANTIES AND REPRESENTATIONS

- 6.1. The Service Provider hereby gives the following warranties and representations to the User, which warranties and representations are given as at the point of access of this Website—
 - 6.1.1. This Agreement constitutes a legal and binding agreement;
 - 6.1.2. the information contained in this Website does not constitute a legal advice. The User is at liberty to seek legal advice or conduct any necessary investigation at their own expense before taking any further actions on this Website.
- 6.2. The Service Provider does not tacitly of implied warranties as to:
 - 6.2.1. 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;
 - 6.2.2. 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.

- 6.3. Each warranty and representation referred to in clause 6.1 ("**Warranty**") –
- 6.3.1. is a separate Warranty and will in no way be limited or restricted by reference to or inference from the terms of any other Warranty or by any other words in this Agreement;
 - 6.3.2. is, insofar as it is promissory or relates to a future event, deemed to have been given as at the date of fulfilment of the promise or future happening of the event, as the case may be;
 - 6.3.3. is given as at the effective Date; and
 - 6.3.4. shall be deemed to be material and to be a material representation inducing the appointed company to enter into this Agreement.
- 6.4. Without prejudice to any rights of the Service Provider arising from any other provision of this Agreement, the Service Provider indemnifies and holds the User harmless from and against the entirety of all actions, applications, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, interdicts, judgements, orders, decrees, directives, rulings, damages, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, tax, liens, losses, compensation (including compensation paid or payable to any of the representative of the holding company, expenses and fees, including reasonable fees and expenses of attorneys, counsel, accountants, consultants and experts which the appointed company, directly and/or indirectly, may suffer resulting from, arising out of, or relating to –
- 6.4.1. a failure of any of the Warranties or any undertakings contained in this Agreement to be true and correct;
 - 6.4.2. any other liability to the extent that such other liability arises from a claim by a third party for any act, omission, activity, or operation on or before the effective Date.
 - 6.4.3. As part of its User offering, the Service Provider offers a valuation service which is based and reliant for effectiveness on the accuracy of your input about any given vehicle. The service is not intended to be definitive of the vehicle's value, the determination of which remains entirely in your discretion. It is intended to assist the User as a reliable guide only. As such, Service Provider does not accept any liability whatsoever for any loss or harm you may allege to have suffered in consequence of using the prescribed evaluation.
- 6.5. Certified Used Vehicles

- 6.5.1. You acknowledge and agree that your use of the Sax Auto Trading (Pty) Ltd Approved Certified Used Vehicle product, or any associated services, features, or tools, is entirely at your own risk.
- 6.5.2. Sax Auto Trading (Pty) Ltd shall not be liable for any claim, loss, damage, or cost (direct, indirect, or consequential) arising from your reliance on, use of, or inability to use the Certified Used Vehicle Product or any derivative offering linked thereto.

6.6. Sell It for Me Service

Advert Duration:

- 6.6.1. * Lite Package – 1 week to 3 weeks
- 6.6.2. * Premium Package - Up to 90 days

7. INTELLECTUAL PROPERTY

- 7.1. All the intellectual property to patents, trademarks (whether registered, pending or unregistered in any form and/or nature whatsoever whether now used or adopted in the future), service marks, designs, design rights, all rights of copyright whether existing now or in the future including initial drawings, sketches, flow charts, designs and computer programs relating thereto, together with all related know-how, source codes, inventions, trade secrets, confidential information and all other rights of a similar character whether registered or capable of registration and all applications and rights to apply for protection of any of the same, and wherever the rights arise in the world;
- 7.2. The intellectual property as defined in paragraph 7.1. may not, 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, the User 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 the Service Provider’s express written permission.

8. MULTIPLE ADVERTISEMENT

The Service Provider is limited to display one advertisement per vehicle at any one time on the Website, subject to the following conditions;

- 8.1. If the User places a duplicate of an advertisement which is already advertised on the Website, then the subsequent advertisement will replace the previous advertisement for that vehicle.
- 8.2. The time period for the first advertisement will automatically expire when it is replaced by the subsequent advertisement.
- 8.3. There shall be no reimbursement by the Service Provider, should the first advertisement not be displayed for the duration of the period for which payment was made due to unforeseen circumstances that may arise.

9. PAYMENT

- 9.1. 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.
- 9.2. Payment for advertisements can be done online through our Website.
- 9.3. Where payment is made online through the Website, the User 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 the User card transaction, the Service Provider cannot and do not accept liability for any loss or damage incurred as a result of using the online secure payment mechanism.
- 9.4. The Service Provider reserves the right to change the advertising rates at any time. Such revised advertising rates shall apply to any advertisement placed with us after publication of the revised advertising rates.

10. PROCESSING ADVERTISEMENT

- 10.1. Only one vehicle may be featured in an advertisement.
- 10.2. The Service Provider undertakes 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.
- 10.3. As soon as an advertisement has been approved, a confirmation email will be sent to the User, confirming that the advertisement has gone live onto the Website.
- 10.4. In the event that an advertisement has been rejected, the Service Provider will attempt to send an email to the User providing details of who the User need to contact in order to find out the reasons the advertisement has been rejected

11. LINKS TO THE WEBSITE

The Website may from time to time contains hypertext links to third party websites. The authenticity of the contents contained in the hyperlink has not been verified by the Service Provider and can therefore not be held liable for any damages arising from the latter. The contents expressed on the Website of hypertext links to such websites does not imply any endorsement of the material contained on the websites or of the owners.

12. BREACH

- 12.1. In the event of any of the Parties ("**Defaulting Party**") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 5 (five) days after receipt of a written notice from another Party ("**Aggrieved Party**") calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, and in either case to claim and recover damages from the Defaulting Party.

13. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002.

Access to the website is classified as a form of "electronic transaction" in terms of the Electronic Communications and Transactions Act 25 of 2002 (ECT Act) and as such you are entitled to the below mentioned disclosures in terms of Chapter 7 of the ECT Act:

Service Providers registered name: **Sax Auto Trading (Pty) Ltd**

Registration number: **2024/636364/07**

Street address: **337 Rivonia Boulevard**

Rivonia

Office No: 068

Johannesburg

Main Business: Advertising / Marketing of motor vehicles and related products

Website address: <https://www.saxautotrading.com/>

Official email address: info@saxautotrading.com

Membership of self-regulatory or accreditation bodies:

Governing terms of use: These terms including our privacy policy and cookie policy

Manual in terms of the Promotion of Access to Information Act 2 of 2000: See Website

Management: The executive committee of Sax Auto Trading (Pty) Ltd as determined from time to time.

Costs associated with the access: No cost associated with exploring the service.

Dispute resolution: No specific dispute resolution process

Complaints process: If you have any complaints or would like more information, please e-mail customer service at info@saxautotrading.com.

14. BENEFIT OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

15. GENERAL

15.1. Whole Agreement

15.1.1. This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

15.1.2. This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

15.2. Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

15.3. No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15.4. No Waiver or Suspension of Rights

No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

15.5. Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall affect such of the provisions of this Agreement as expressly provide that they will not operate after any such expiration or termination or which of necessity must not continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

15.6. No Assignment

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior signed written consent of the other, save as otherwise provided herein.

16. MANDATE CONCLUSION

- 16.1. This Agreement is entered into by and in between the Parties on the dates and at the places indicated below.
- 16.2. The persons using the Website in a representative capacity warrant their authority to do so.