

POWERED BY KAP 



## Website Terms of Use



## WEBSITE TERMS OF USE

NO.	01
REVISION NO	1.00.002
AUTHOR	KAP Corporate
APPROVED BY	KAP Automotive
APPROVAL DATE	28-Jun-2022

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### Revision History

Rev No	Rev Date	Significant Changes
01	08-12-2020	New Template
02	28-Jun-2022	Reviewed and amended



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### 1. Introduction

These are the general terms of the relationship between

- **you** – the website visitor
- and **us** – *KAP Automotive (PTY) Ltd*, also known as *KAP Automotive Division* – the website owner.

They cover any use of the website. You agree to be legally bound by the terms by visiting and using this website. Please do not use the website if you do not agree to the terms.

### 2. Definitions and interpretation

#### 2.1 Definitions

In the agreement:

**terms** mean the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the website)

**we, us, or our** means our organisation, the owner of the website and includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability

**you or your** means any visitor to this website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor.

#### 2.2 Interpretation

If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our terms of service, privacy policy, or security policy apply to specific sections of the website.

### 3. Use of this website

#### 3.1 License

We grant you a limited licence to use this website on these terms. We may cancel your licence at any time for any reason. Your license is automatically cancelled if you do not get our written permission before using this website in a way these terms do not allow.

#### 3.2 Breach

If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your license, block you from using the website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

#### 3.3 Framing and linking

You may not frame this website or any of its pages. You may only link to the home page of this website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property, unless we have given you written permission to do so.

#### 3.4 Virtual agents

You may not use any technology (including spiders, crawlers, bots and similar virtual agents) to search or gain any information from this website, unless we have given you permission to do so.



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#### 4. Capacity

You promise that you are entitled to visit this website and agree to the terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- are not 18 yet but have permission from your parent (or legal guardian) to do so.

#### 5. Accurate information

You promise that you will only give accurate information to us and this website.

#### 6. Intellectual property

##### 6.1 Ownership

Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third party licensor. All moral rights are reserved.

##### 6.2 Trademarks

Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

##### 6.3 Restrictions

Except as expressly permitted under the agreement, the website may not be:

- modified or used to make derivative works;
- rented, leased, loaned, sold or assigned;
- reverse engineered or copied; or
- reproduced or distributed.

#### 7. Limits to our liability

##### 7.1 Own risk

We provide the website “**as is**”. We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

##### 7.2 Indemnity

You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys’ fees) related to your use of this website.

##### 7.3 Faults

We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.

##### 7.4 Direct damages limited

If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.



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### 7.5 Indirect damages

We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.

### 7.6 Other websites

We are not responsible for anyone else's website.

## 8. General

### 8.1 Entire agreement

The terms are the entire agreement between the parties on the subject.

### 8.2 Changes to the website

We may change or stop publishing this website without notice and will not be responsible for any consequences.

### 8.3 Changes to the terms

We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.

### 8.4 Facts about the website

If an administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.

### 8.5 Waiver

We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.

### 8.6 Severability

Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.

### 8.7 Law and jurisdiction

South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.