



Since 1924

INTRODUCTION

1. This website can be accessed at www.sandtonmg.co.za ("Website") and is owned by Day 1 Motor Retail Proprietary Limited also referred to as MG Sandton ("we", "us", and "our"). These Terms and Conditions ("Terms") are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including without limitation each user who registers and account on the Website.
2. These Terms govern your access to and use of our Website. Please read them carefully, as they affect your legal rights and obligations.
3. By accessing or using the Website, you agree to comply with these Terms, along with our Privacy Policy. Each time you use the Website, you reaffirm your acceptance of the Terms. If you do not agree to these Terms, you must discontinue your use of the Website immediately.
4. You must be at least 18 years old to use this Website. If you are under 18, you may only use the Website with the involvement of a parent or guardian.
5. These Terms contain provisions that appear in similar text and style to this clause and which:
 - 5.1. may limit risk or liability;
 - 5.2. may create risk or liability for you;
 - 5.3. may compel you to provide an indemnity; and/or
 - 5.4. serves as an acknowledgement, by you, of a fact, and

your attention is drawn to these terms because they are important and should be carefully noted.

6. We will assume that the actions of any user are performed in accordance with the authority granted to them by their organisation. You agree that you will comply with all internal and external requirements (including authorities, policies, and instructions) that apply to the organisation that you represent.
7. We have the right to restrict access to the Website if there is reason to believe that your use of the Website contravenes these Terms, is excessive or negatively affects the experience of other users.

DEFINITIONS

For the purposes of these Terms:

1. **"Applicable Law"** means any statute, law, ordinance, regulation, rule, code, directive, judgment, decree, treaty, or any other requirement or rule of any international, national, federal, state, provincial, or local government authority, agency, court, or other governmental body having jurisdiction, as may be in force from time to time, and that is applicable to the performance of the obligations under these Terms or the use of the Services;
2. **"Intellectual Property"** means any know-how (not in the public domain), invention (whether patented or not), design, trade mark (whether or not registered), or copyright material (whether or not registered), processes, process methodology (whether patented or not), and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property;
3. **"Intellectual Property Rights"** means in relation to any Intellectual Property, all and any: (i) proprietary rights thereto; or (ii) any other right, title, authority or entitlement held by any party in respect thereof, whether under license or otherwise;
4. **"Personal Information"** means information relating to data subject, including, but not limited to:
 - 4.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 4.2. information relating to the education or the medical, financial, criminal or employment history of the person

- 4.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 4.4. the biometric information of the person;
- 4.5. the personal opinions, views or preferences of the person;
- 4.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 4.7. the views or opinions of another individual about the person; and
- 4.8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

THIRTY PARTY SERVICE PROVIDERS

- 1. To provide our Services, we may engage third-party service providers who offer various functionalities, data processing, or other related services. By using our Services, you acknowledge and agree that the terms, conditions, and policies of these third-party service providers will apply to you as if they were directly provided by us. These third-party terms, including but not limited to, their privacy policies, usage restrictions, and other obligations, will flow through and bind you to the extent necessary for you to receive the Services.
- 2. While we take reasonable steps to ensure that any third party service provider we engage adheres to appropriate data security and privacy standards, we do not control these third parties and cannot guarantee the security of your data once shared with them. Accordingly, MG Sandton will not be liable for any loss, damage, or unauthorised access to your data resulting from a breach or negligence by any third party.

USER CONDUCT AND OBLIGATIONS

1. You agree to use the Website responsibly and comply with all Applicable Laws when accessing and using the Website. You may not use or allow other users to use the Website:

1.1. in any way that violates any Applicable Laws;

1.2. for the purpose of, or resulting in any illegal, threatening, abusive, annoying or offensive activities, including:

1.3. stalking, harassing, bullying, insulting, intimidating or humiliating any person;

1.4. any activity that involves child sexual exploitation or abuse; or

1.5. harming or attempting to harm any person in any way;

2. to encourage the attempt, or commission of a criminal offence;

3. to utilise any automated means (such as bots, spiders, or scrapers) to access or monitor the Website and collect content for any purpose without our express written permission;



Since 1924

4. to transmit any harmful code, send or upload any material that contains viruses, malware, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
5. to attempt to gain unauthorised access to any part of the Website;
6. to modify, adapt, decipher, decompile, disassemble, create derivative works or reverse engineer any software or code related to the Website;
7. to post or transmit any unlawful, defamatory, abusive, indecent, threatening, harmful, obscene, racially offensive, or pornographic material;
8. to send, receive, upload, download, use or re-use any material which does not comply with these Terms;
9. to disseminate any unsolicited or unauthorised advertising or promotional material, such as spam, chain letters, or pyramid schemes;
10. to impose an unreasonable load on our system or interfere with the proper working of the Website;
11. to infringe any third-party rights, or collect information about others without their consent;

12. to bypass measures used to prevent or restrict access to the Website; or
13. to access without authority, interfere with, damage or disrupt:
 - 13.1. any part of the Website;
 - 13.2. any equipment or network on which the Website is stored or hosted;
 - 13.3. any software used in the provision of the Website; or
 - 13.4. any equipment or network or software owned or used by any third party.
14. We reserve the right to terminate or suspend your access to the Website at any time, without notice, for violating these Terms or for any other reason.
15. Any claims that we have for breach of the Terms will not be affected by any termination or suspension of a user.

DISCLAIMER

1. The content on our Website is provided for general information only. You may not rely on information on this Website. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.
2. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
3. To the extent permitted by Applicable Law, we do not warrant, and we disclaim all liability for:
 - 3.1. the completeness, accuracy, availability, timeliness, security, or reliability of our Website (including any information or content made available via our Website);
 - 3.2. any harm to your computer system, loss of data, or other harm that results from your access to or use of our Website;



Since 1924

- 3.3. the deletion of, or the failure to store or transmit, any feedback maintained by our Website; and
- 3.4. whether our Website meets your requirements or is available on an uninterrupted, secure, or error-free basis.
4. In order to ensure the security and reliable operation of the Website for all users, MG Sandton reserves the right at its discretion to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and systems.
5. Third Party Content
 - 5.1. The Website may include, from time to time, links to third-party websites or services, and/or advertisements from third parties ("Third Party Content"), which we have not verified, and we cannot be held responsible for determining its accuracy and reasonableness.
 - 5.2. We do not control, endorse, or assume responsibility for any Third Party Content and your reliance or use of Third Party Content is at your own risk.
 - 5.3. You acknowledge that Third Party Content may contain representations, statements or information which does not represent the views, opinions or beliefs of MG Sandton, or our associates, directors or employees.

COMMUNICATIONS

1. We may send alerts, notifications, and other communications to you via email, SMS, or other electronic means. You consent to receive communications from us in this manner. You can manage your communication preferences through the Website by opting out.

IMITATION OF LIABILITY

1. Your use of our Website is at your sole risk. Our Website is provided on an "as is" and "as available" basis. We disclaim all warranties and representations (express or implied, oral or written) with respect to our Website, whether alleged to arise by operation of law, by reason of custom or usage in the trade, by course of dealing or



Since 1924

MG Sandton

otherwise, including any warranties of merchantability, fitness for any purpose, non-infringement, and condition of title.

2. To the maximum extent permitted by law, MG Sandton and its affiliates, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, reputational, or punitive damages arising from or related to your use of the Website, even if you advise us or we could reasonably foresee the possibility of any such damage. This includes, but is not limited to, loss of profits, data, goodwill, or any other intangible losses, even if we have been advised of the possibility of such damages.
3. We will not be liable to you or any third party for any incidental, special, indirect, consequential, exemplary, or punitive damages whatsoever, arising out of or related to these Terms or our Website (including any information and content made available via our Website), however caused, regardless of the theory of liability (contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability, or other theory), even if we have been advised of the possibility of such damages.
4. MG Sandton will not be liable for any loss or damage caused in whole or part by:
 - 4.1. your actions or omissions;
 - 4.2. your use of or reliance on the Service or any information provided through the Service.
 - 4.3. unauthorised access or use of your account or information;
 - 4.4. any errors or omissions in the Service or the information provided; and
 - 4.5. the termination of your use of the Service due to a breach of these Terms.
5. We are not responsible for losses caused by unforeseeable things or circumstances outside our control, including a change in law, regulation, market conditions, political or economic circumstances, or where we act to comply with these Terms or any Applicable Law, or disruption to the Services.

INDEMNIFICATION

A trading division of **DAY I Motor retail (PTY) Ltd**, Reg: 2016 / 299735 / 07, Vat Number:4460193461

Cnr of South and Dartfield road, Sandton, 2031, info@mgsandton.co.za

General Manager Michael Pieterse.

Directors V. Vermaak, G. Vermaak, M. Vermaak



Since 1924

MG Sandton

1. You agree to indemnify, defend, and hold harmless MG Sandton, its affiliates, partners, officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or in any way connected with your access to or use of the Website, your violation of these Terms, or any third-party claims related to your use of the Service and/or any losses suffered due to breach of Applicable Law.

A trading division of **DAY I Motor retail (PTY) Ltd**, Reg: 2016 / 299735 / 07, Vat Number:4460193461

Cnr of South and Dartfield road, Sandton, 2031, info@mgsandton.co.za

General Manager Michael Pieterse.

Directors V. Vermaak, G. Vermaak, M. Vermaak