

WEBSITE TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

These website terms and conditions (“Website Terms”) apply to the entire contents of the website under the domain name www.masterparts.com and online.masterparts.co.za (collectively, the “Website”) and to any correspondence by e-mail between us and you. Please read these Website Terms carefully before using the Website. Use of the Website includes accessing, browsing or registering to use the Website. By using the Website you confirm that you accept these Website Terms and that you agree to comply with them. If you do not accept these Website Terms, please do not use the Website. Any rights not expressly granted in these Website Terms are reserved.

Information About Us

Masterparts (Pty) Ltd (“Masterparts”, “we”, “us” or “our”) is a company registered in South Africa under company number 1965/002391/07 and with its registered address at 26 Christian Avenue, Epping 7460, Cape Town.

Other Applicable Terms

These Website Terms refer to our Acceptable Use Policy, which also applies to your use of the Website. Our Acceptable Use Policy sets out the permitted uses and prohibited uses of the Website. When using the Website, you must comply with these Website Terms and the Acceptable Use Policy.

Accessing the Website

The Website is made available free of charge. Although you may access most areas of the Website, certain areas of the Website may only be available to you if you hold an account with us and/or we grant you access. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Website Terms and other applicable terms and conditions and that they comply with them.

Registration

If we issue you with a username and password to access a part of the Website, each registration is for a single user only. We do not permit you to share your username or password with any other person nor with multiple users on a network. Responsibility for the security of any passwords issued rests with you. Passwords must be treated as confidential and should not be disclosed to any third party. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Website Terms. If you know or suspect that anyone other than you knows your password, you must promptly notify us at it@masterparts.com.

Downloading Content from the Website

You are not permitted to print or download any part of or extracts from the Website, including without limitation photographs and graphical images (“Content”). Notwithstanding the foregoing, any Content that is downloaded may only be used for your own use provided that:

- (a) you do not use any Content for commercial purposes (without obtaining prior written consent from us or our licensors);
- (b) no Content is modified in any way;
- (c) no graphics, illustrations, photographs, video or audio sequences are used separately from any corresponding text; and
- (d) our status (and that of any identified contributor) as the author of the Content is always acknowledged and our copyright and trademark notices and this permission notice appear in all copies.



No part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written consent. If you fail to comply with the above provisions, your right to use the Website will automatically terminate and you must immediately destroy any downloaded or printed extracts from the Website. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of these Website Terms.

Uploading Content to the Website

Whenever you make use of a feature that allows you to upload content to the Website, or to make contact with other users of the Website, you must comply with the Content Standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we may suffer as a result of your breach of warranty. Any content you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Website. The views expressed by users of the Website do not necessarily represent our views or values. We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the Content Standards set out in our Acceptable Use Policy.

Links to Other Websites

Where the Website contains links to other websites and resources provided by third parties, these links are provided solely for your information and convenience. If you use these links, you will leave the Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them or any material found there or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

Linking to the Website

If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- (a) you create the link in a way that is fair and legal and does not damage our reputation or take advantage of it;
- (b) you do not create a frame or any other browser or border environment around the Website;
- (c) you do not remove, distort or otherwise alter the size or appearance of the Masterparts trading name or logo;
- (d) you do not in any way imply that Masterparts is endorsing any products or services other than its own;
- (e) you do not misrepresent your relationship with Masterparts nor present any other false information about Masterparts;
- (f) you do not otherwise use any Masterparts trading name or trademarks displayed on the Website without express written permission from Masterparts;
- (g) you do not link from a website that is not owned by you;
- (h) the website from which you are linking must not contain content that is distasteful, offensive or controversial, must not infringe any intellectual property rights or other rights of any other person, must comply with all applicable laws and regulations and must otherwise comply in all respects with our Acceptable Use Policy.

We expressly reserve the right to withdraw linking permission at any time and without notice. You shall fully indemnify Masterparts and its directors, officers and employees for any loss or damage suffered for breach of these provisions. If you wish to make any use of content on the Website other than that set out above, please contact us.



Disclaimer

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date. We may make changes to the material on the Website or to the products, services and prices described in it at any time without notice. The material on the Website may be out of date and we make no commitment to update such material. The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, conditions implied by law) which, but for this legal notice, might have effect in relation to the Website. We do not warrant or guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

Limitation of Liability

Masterparts, its affiliates and any other party involved in creating, producing, maintaining or delivering the Website and the directors, officers, employees, shareholders and agents of any of them, exclude all liability and responsibility for any loss or damage of whatsoever nature (including without limitation any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption) and howsoever arising (whether in contract, tort (including negligence), breach of statutory duty or otherwise), even if foreseeable, that may result to you or a third party from or in connection with the use, inability to use or results of use (including without limitation your downloading of any material) of the Website or any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods and/or services by us to you, which will be set out in our Terms of Sale. Nothing in these Website Terms excludes or limits our liability for fraud or fraudulent misrepresentation arising from our negligence or any other liability that cannot be excluded or limited by applicable law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied. If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

Intellectual Property Rights

The copyright and other intellectual property rights in the Website and all material published on the Website (including without limitation photographs and graphical images) are owned by Masterparts or its licensors.

Governing Law and Jurisdiction

These Website Terms shall be governed by and construed in accordance with South African law. Disputes arising in connection with these Website Terms shall be subject to the exclusive jurisdiction of the South African courts. Masterparts shall be entitled, but not obliged, to institute any legal proceedings against you in any Magistrate's Court having jurisdiction notwithstanding that the amount for which the action is instituted is beyond the jurisdiction of that Court.

Changes to these Website Terms

We may revise these Website Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in these Website Terms may also be superseded by provisions or notices published elsewhere on the Website.

