

WEBSITE TERMS

1. **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 the customer portal at online.masterparts.co.za (collectively, the "Website"). 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.

2. **Information About Us**

The Website is operated by Masterparts (Pty) Ltd ("Masterparts", "we", "us" or "our"). We are registered in South Africa under company number 1965/002391/07 and we have our registered address at 26 Christian Avenue, Epping 7460, Cape Town.

3. **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.

4. **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 sales@masterparts.co.za.

5. **Prohibited Uses**

You may use the Website only for lawful purposes. You may not use the Website: (a) in any way that breaches any applicable laws or regulations; (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; (c) for the purpose of causing harm to any person or property; (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards below; (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or (f) to knowingly transmit, send or upload any data or material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful

WEBSITE TERMS

programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You also agree not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of these Website Terms and not to access without authority, interfere with, damage or disrupt any part of the Website, any equipment or network on which the Website is stored, any software used in the provision of the Website or any equipment or network or software owned or used by any third party.

6. 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.

7. Uploading Content to the Website

Whenever you make use of a feature that allows you to upload content to the Website or contact other users of the Website, you must comply with the Content Standards below. You warrant that any such contribution does comply with those standards and you will be liable to us and indemnify Masterparts and its directors, officers and employees for any claim, liability, loss, damage or cost arising from 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 violates their intellectual property rights or 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 below.

8. Content Standards

These content standards apply to any and all material which you contribute to the Website ("Contributions") and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole. Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable laws and regulations including without limitation the laws and regulations in South Africa and in any country from which they are posted. Contributions

WEBSITE TERMS

must not: (a) contain any material which is defamatory of any person; (b) contain any material which is obscene, offensive, hateful or inflammatory; (c) promote sexually explicit material; (d) promote violence; (e) promote discrimination based on inter alia race, sex, religion, nationality, disability, sexual orientation or age; (f) infringe any copyright, database right or trade mark of any other person; (g) be likely to deceive any person; (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; (i) promote any illegal activity; (j) be threatening, abuse or invade another's privacy or cause annoyance, inconvenience or needless anxiety; (k) be likely to harass, upset, embarrass, alarm or annoy any other person; (l) be used to impersonate any person or to misrepresent your identity or affiliation with any person; (m) give the impression that they emanate from us, if this is not the case; or (n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

9. **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.

10. **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 we endorse any products or services other than our own; (e) you do not misrepresent your relationship with us nor present any other false information about us; (f) you do not otherwise use any Masterparts trading name or trademarks displayed on the Website without express written permission from us; (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 mutatis mutandis with these Website Terms. 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 claim, liability, loss, damage or cost arising from 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.

11. **Interactive Services**

We may from time to time provide interactive services on the Website. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered. We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on the Website, however, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Website and we expressly exclude our liability for

WEBSITE TERMS

any loss or damage arising from the use of any interactive service by a user in contravention of our Content Standards, whether the service is moderated or not.

12. **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 disclaimer, 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.

13. **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 or for death or personal injury 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.

14. **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.

WEBSITE TERMS

15. **Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of these Website Terms through your use of the Website. When a breach of these Website Terms has occurred, we may take such action as we consider to be appropriate. Failure to comply with these website Terms constitutes a material breach of the terms upon which you are permitted to use the Website and may result in us taking all or any of the following actions: (a) immediate, temporary or permanent withdrawal of your right to use the Website; (b) immediate, temporary or permanent removal of any posting or material uploaded by you to the Website; (c) issue of a warning to you; (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; (e) further legal action against you; and/or (f) disclosure of such information to law enforcement authorities. We exclude liability for actions taken in response to breaches of these Website Terms. The responses described in these Website Terms are not limited, and we may take any other action we consider to be appropriate.

16. **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.

17. **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.