

Terms and Conditions

Please read these terms and conditions carefully as they affect your legal rights.

1 . Introduction

These terms and conditions are applicable to you, the User of this website (including any sub-domains, unless otherwise stated within their terms and conditions,) and **Mortimer Motors group**, the owner of this website.

Your agreement to comply with these terms and conditions is deemed to occur upon first use of this website. If you do not agree to be bound by these terms and conditions, please stop using this website immediately.

1. By continuing to use this website you consent that you are of at least eighteen (18) years of age and legally capable of entering into a binding contract.
 - a. If you are either below the age of eighteen (18) or not legally capable of entering into a binding contract, you must have a legal guardian, or individual legally capable of entering into this contract on your behalf.

If you do not meet this requirement we ask that you stop using this site.

2 . Interpretation and definitions

1. User, or Users refers to any third party that accesses this Website and is not either (i) employed by **Mortimer Motors group** and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to **Mortimer Motors group** and accessing the Website in connection with the provisions of such services.
2. Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and any other form of information capable of being stored on a computer that appears on or forms part of this Website.
3. Computer refers to any device including, but not limited to, computers, smart phones, tablets, and smart TV's.

3 . Intellectual property and copyright notice

1. Copyright © 2020 **Mortimer Motors group**
2. All content included on the Website is the property of **Mortimer Motors group**, our affiliates or other relevant third parties.
3. By continuing to use this website you acknowledge that any and all Content on this Website is protected by copyright, trademarks, database rights and other intellectual property rights.

4 . Acceptable use

1. You may, for your own personal, non-commercial use only, do the following:
 - a. view pages from our website in a web browser;
 - b. download pages from our website for caching in a web browser;
 - c. print pages from our website, provided that such printing is not systematic or excessive;
 - d. stream audio and video files from our website using the media player on our website;
 - e. use our website services by means of a web browser;
2. You must not otherwise reproduce, modify, copy, distribute for commercial purposes any Content without the written permission of Mortimer Motors group.

5 . Prohibited use

1. You may not use the Website for any of the following purposes:
 - a. in any way which causes, or has the potential to cause, damage to the Website or performance of the Website;
 - b. interfering with the Website in such a way that interferes with other users' enjoyment of the Website
 - c. in any way that interferes with the security, accessibility, or integrity of the Website;
 - d. hack or otherwise tamper with the Website;
 - e. probe, scan or test the vulnerability of the Website without the express permission of the owner (**Mortimer Motors group**);

- f. circumvent any authentication or security systems or process on or relating to the Website;
- g. using the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any form of *spyware*, *computer virus*, *Trojan horse*, *worm*, *keystroke logger*, *rootkit*, or other malicious computer software;
- h. impose an unreasonably large load on the Website resources (including, but not limited to, bandwidth, storage capacity and processing capacity.);
- i. decrypt, intercept or decipher any communications sent by or to the Website;
- j. conduct any systematic or automated collection of User data from the Website (including without limitation scraping, data mining, data extraction and data harvesting,) on or relating to the Website without our express written consent;
- k. access or otherwise interact with the Website using any automated means (including, but not limited to robots, and spiders,) except for the purpose of search engine indexing;
- l. use our website except by means of our public interfaces;
- m. use data collected from the Website to facilitate any and all forms of direct marketing (including without limitation email marketing, SMS marketing, telemarketing, direct mailing or any derivatives,);
- n. in any way that is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- o. making, transmitting or storing electronic copies of Content protected by copyright without the express permission of the owner

6 . Jurisdiction

1. These terms and conditions shall be governed by and construed in accordance with South African Law.
2. Any disputes relating to these terms and conditions shall be subject to the jurisdiction of South Africa.

7 . Links to other websites

1. This Website may contain links to other sites. Unless otherwise expressly stated, these sites are not under the control of **Mortimer Motors group** or its affiliates.
2. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of damage or loss arising out of the use of such sites.
3. The inclusion of a link to another site from this Website does not imply any form of endorsement of the site itself or of those in control of them.

8 . Availability of the Website and disclaimers

1. Any online facilities, tools, services or information that **Mortimer Motors group** makes available through the Website (the service,) is provided “as is” and on an “as available” basis. We give no warranty that the service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. **Mortimer Motors group** is under no obligation to update the information on the website.
2. Whilst **Mortimer Motors group** uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other forms of malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computer.
3. **Mortimer Motors group** accepts no liability for any disruption or non-availability of the Website.
4. **Mortimer Motors group** reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

9 . Breaches of these terms and conditions

1. Upon breach of these terms and conditions without prejudice to our rights stated under these terms and conditions, if you have breached these terms and conditions

in any way, or we reasonably suspect that you have breached these terms and conditions in any way, we may:

- a. send you one or more formal warnings;
 - b. temporarily suspend your access to the Website;
 - c. permanently prohibit your use of the Website;
 - d. block any and all computers using your IP (Internet Protocol) address from accessing our website;
 - e. commence legal action against you;
2. If we suspend, block or prohibit your use of the Website or any part of the Website, you must not take any action to circumvent such suspension, prohibition or blocking.

10. Limitation of liability

1. Nothing in these terms and conditions will:
 - a. Limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
 - b. Limit or exclude our or your liability for fraud or fraudulent misrepresentation.
 - c. Limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
2. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
3. To the maximum extent permitted by law, **Mortimer Motors group** accepts no liability for any of the following:
 - a. Any business losses, such as, but not limited to, profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software;
 - c. Any special, indirect or consequential loss or damage.

11. General

1. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
2. These terms and conditions along with the Cookies Policy and Privacy Policy contains the whole agreement between the parties relating to its subject matter and

supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

3. If any court or competent authority finds that any provision(s) of these terms and conditions (or part of any provisions,) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions within these terms and conditions will be not be affected.

12. Pricing

1. **Mortimer Motors group** endeavours to offer you competitive prices on current products.
2. **Mortimer Motors group** reserves the right to alter pricing at any time without any prior notice.
3. The price of each product is displayed with the product. In the event of a sale or special offer, the discounted price will be displayed for the duration of the sale or special offer.
4. **Mortimer Motors group** shall make all reasonable efforts to maintain the correct prices. However, should errors occur and items are offered at incorrect prices, **Mortimer Motors group** will not be obligated to sell goods at said prices.
5. Installations and premiums shown on the website are for display purposes only, and will differ from what may be offered to you.

13. Revisions to these terms and conditions

1. We reserve the right to update these terms and conditions.
2. The revised terms and conditions shall apply to the use of the Website from the date of publication of the revised terms and conditions on the Website.
3. You hereby waive any right you may otherwise have to be notified of, or consent to, revisions of these terms and conditions.
4. If we send you notice of any changes to these terms and conditions, they will apply from the date you received the notice of the changes, if you do not agree with the revisions you must stop using the Website.

14. Privacy Policy

1. When filling in any form on the Website we request information, including but not limited to, your name, email address, phone number and how we are able to assist.
2. We collect information when you subscribe to a newsletter, fill out a form or enter information on the Website.
3. We use the information collected from our site:
 - a. To personalise user experience and to allow us to deliver content and product offerings in which you are most interested;
 - b. To improve the Website in order to better serve you;
 - c. To allow us to better service you in responding to your requests.
 - d. To administer a contest, survey or other site feature.
4. Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible
 - a. We regularly scan for *malware*.
5. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.
6. We make use of Cookies on our site, to see how we make use of this data please refer to provision 16. *Cookies Policy*
7. You can request to have your information removed by sending a message using the form on the contact page.
 - a. Please note that we may store certain information for record keeping purposes.
8. We do not sell, trade or otherwise transfer your data to outside parties unless we provide you with advance notice. This does not include, as long as they agree to keep this information confidential:
 - a. website hosting partners and other parties that assist in the running of the Website;
 - b. parties that help with the conducting of our business or servicing you.
9. We may release your information when we believe release is appropriate to comply with the law, enforce our site policies or to protect our or others rights, property or safety.
10. Non-personally identifiable visitor information may be provided to other parties for marketing, advertising or other uses.

11. We may, at our discretion, include hyperlinks to third party sites. These third party sites have separate and independent privacy policies, we therefore have no responsibility or liability for the content and/or activities of these linked sites.
 - a. We do aim to protect the integrity of our Website and welcome any feedback about these sites.
12. Any information you share with us, including but not limited to personal information, may be transferred to - and maintained on - computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.
 - a. We will take all steps reasonably necessary to ensure that any data you have shared with us is treated securely and in accordance with this privacy policy.
13. If we are involved in a merger, acquisition or asset sale, your personal information may be transferred. We will provide notice before your personal information is transferred and becomes subject to a different privacy policy.
14. Under certain circumstances, we may disclose your personal information if required to do so by law or in response to valid requests by public authorities (e.g. a court or government agency.)
15. We will retain your personal information only for as long as it is necessary for the purposes set out in these Terms and Conditions.
16. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes and enforce our legal agreements and policies.

15. Service providers

We employ third party companies and individuals to facilitate our Website (“Service Providers”,) to provide our Website on our behalf, to perform Website-related services or to assist us in analysing how our website is used. These third-parties have access to your personal information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

1. Analytics

- a. Google Analytics is an analytics service offered by Google that monitors and tracks the behaviour of users on a Website and then reports said data to us. Google uses the data gathered to track and monitor how the Website is used. This data is shared with other Google services. Google may make use of the collected data to

contextualise and personalise the advertisements of its own advertising network.

You are able to opt-out of having your data shared to Google Analytics by installing the Google Analytics opt-out browser add-on. This will prevent the Google Analytics JavaScript from sharing information with Google Analytics about visits activity.

For additional information on the privacy policies of Google, please visit their Privacy and Terms web page

(<https://policies.google.com/privacy>)

- b. We make use of Facebook Pixels which is a free service offered by Facebook that monitors and tracks the behaviour of users on the Website and then this reports said data to us. Facebook uses this to see how users make use of the website. This data is shared with other Facebook services. Facebook may make use of this data to expand its own advertising network.

You are able to opt-out of Facebook's targeting advertisements on Facebook itself, this may not prevent Facebook from gathering data about your behaviour.

For additional information on the privacy policies of Facebook, please visit their Privacy Terms web page.

(<https://www.facebook.com/policy.php>)

16. Cookies Policy

As is common practice with almost all websites, this site makes use of cookies. Cookies are tiny files that are downloaded to your computer to improve your experience using the site.

1. We use cookies for multiple reasons, and unfortunately due to there not being an industry standard option for disabling cookies without affecting the functionality and features they add to the Website.
 - a. It is recommended that you leave all cookies on this site, as well as if you are unsure whether they provide a service you may use.
2. We make use of trusted third party cookies, the following details the third party cookies you may encounter while on our Website:
 - a. Google Analytics is used, which is one of the most widely used and trusted analytics solutions for Websites. This cookie helps us to understand how

individual users make use of the site and how we can improve the experience of our site. Google Analytics may track certain information, like the amount of time you spend on the site and the pages you visit, so that we can continue producing more engaging content.

17. Mortimer Motors group details

This website is owned by **Mortimer Motors group**.

We have multiple branches, if you wish to contact us please contact your closest branch.

The current contact details can be obtained from the contact page on the website.