

MOTODATA (PTY) LTD

WEBSITE TERMS OF USE

([www.motodata.co.za](http://www.motodata.co.za))

## 1. Introduction

1.1 By using this website ([www.motodata.co.za](http://www.motodata.co.za)), you agree to be bound by these terms of use. These terms of use become effective when you access our website for the first time and constitute a binding agreement between MotoData and yourself, which will always prevail.

1.2 The access to the services offered by this website are provided to you free of charge, except where another agreement between us stipulates the contrary, on an "as is" and "as available" basis. MotoData uses its best efforts to maintain the quality of its services, but you should not assume that the site is error-free or that it will be suitable for the particular purpose which you have in mind when using it.

1.3 The information, ideas and opinions expressed on this site are of a general nature and should not be regarded as financial or other advice. Prior to taking any action based on, or in relation to, information, ideas and opinions expressed on this site you need to obtain professional advice appropriate to your planned action.

1.4 MotoData is the owner of the "MotoData.co.za" domain. No other person or entity has any right to use the aforesaid domain. Should you be contacted by or come across any website (other than this one) purporting to be the official website of MotoData, please report this to MotoData's CEO at: [info@motodata.co.za](mailto:info@motodata.co.za) or +27 (0)11 398 9110

## 2. Limitations of Liabilities and Disclaimers

2.1 You use this website at your own risk.

2.2 MotoData makes no warranties or representations of any kind (express or implied) with regards to the website or its content.

2.3 MotoData shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by you as a result of accessing this website, utilizing any service offered on this website or relying on any information contained on this website for any reason whatsoever including but not limited to any injury, loss or damage suffered as a result of:

2.3.1 errors or discrepancies in the information provided;

2.3.2 relying on the information generated by a calculator or other online tool which is made available on this website. Such calculators and online tools are merely informative and their results are not a representation by MotoData about our products and do not bind MotoData in any manner;

2.3.4 any unauthorized access or amendment of this website by third parties;

2.3.5 any breakdown or failure of any equipment or medium of access to this website;

2.3.6 any failure or unavailability of this website or any third parties' facilities or systems resulting in the inability to access this website or process any transaction referred to or offered on this website;

2.3.7 the destruction or accessing of your data or equipment, or the data or equipment belonging to any third party used by you to access the site; or 2.3.8 any alteration, modification, upgrade or update of this website or any technology, hardware or software modification that may form part of this website.

2.4 You hereby indemnify MotoData against any demand, claim or action for either direct-, indirect-, punitive- or consequential damages or order against MotoData relating to or in connection with your use or accessing of this website whether such demand, claim or action was caused directly or indirectly for any reason whatsoever.

2.5 MotoData reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this website or any part hereof at any time.

2.6 You are entirely responsible for all content that you access, upload, post, email or otherwise transmit via MotoData. We are not liable for loss of any content you transmit and you should keep a backup copy of all such content.

### 3. Privacy

3.1 You give MotoData permission to collect and use your personal information when you use the website. MotoData uses your personal information only for internal purposes like improving the functionality of the site, keeping a database of users and maintaining a record of your access to the site. MotoData shall comply with all applicable laws in relation to the management of personal information.

3.2 MotoData will not share your personal information with any third party without first obtaining your consent, unless MotoData is ordered by a court of law to do so.

3.3 You consent that MotoData may share your personal information with sub-contractors for purposes of management and administration of our website.

3.4. MotoData uses a third party service offered by Google called Remarketing on this website. Remarketing allows us to serve our advertisements to users who visited our website when they visit other websites that are part of Google's advertising network. This helps us connect with these potential customers while they browse other websites. You can learn more about Remarketing on Google's explanatory website: <https://support.google.com/adwords/answer/2454000>.

3.5. Remarketing is an anonymous service and does not identify you personally - it simply identifies the pages visited on our website by recognizing the unique identifying number of the cookie on your computer.

3.6. By using our website, you consent to the use of the Remarketing services as described below.

3.7. If you would like to opt-out of Remarketing, you have a number of options:

3.7.1. Google's Ads Preference Manager: <https://www.google.com/ads/preferences/>;

3.7.2. Listing yourself with self-regulatory associations to which advertising vendors such as Google subscribe; or;

3.7.3. Configuring your browser's settings to manage, disable or clear cookies: <http://www.google.com/intl/en/policies/technologies/managing>

3.8. MotoData uses a third party service offered by Google called Analytics Demographics and Interest Reporting.

Google Analytics Demographics and Interest Reporting allows us to collect data about age, gender and interest and how you use our website, so that we can optimize your website experience.

By using our website, you consent to us using Google Analytics Demographics and Interest Reporting.

You can learn more about Analytics Demographics and Interest Reporting on Google's explanatory website: <https://support.google.com/analytics/answer/2799357>.

3.9. MotoData uses cookies on this website. Cookies are small, risk-free text files which are stored on your computer's hard drive when you visit most websites. These files hold small amounts of data and allow the server to recognize you when you revisit a website.

MotoData uses both session and persistent cookies.

A session cookie (also called a transient cookie) is temporary and will be erased once you close your browser. Session cookies will not gather information from your computer, but they will recognize you as you navigate between pages during your session and will help maintain security during your visit.

Persistent cookies are permanent cookies that have set expiration dates. They are stored on your computer hard drive until they expire or are deleted. Persistent cookies will collect information such as your login details or user preference when you visit certain websites.

Furthermore, cookies can be either first- or third-party cookies.

A first-party cookie is owned and created by the website you are visiting. It stores a small amount of text on your computer. First-party cookies are usually allowed by most Web browsers, but if you should choose to disable these type of cookies, the website you are visiting will not be able to track your activity during navigation.

Third-party cookies are created and owned by a website other than the one you are currently visiting. Usually, these cookies will be from a company providing a service to the owners of the website you are visiting. These type of cookies typically store tracking information and personal preferences.

MotoData will under no circumstance use cookies to track your Internet usage after leaving this site. We will not share your personal information without any prior consent.

We use cookies only to gather your information on our site, also temporarily storing any input information for any of our online tools. Our use of cookies is aimed at providing a constantly improving user journey, done by gathering details on marketing and product preferences. We also use cookies to gauge how effective our website's advertising efforts

Should you choose to opt out of having cookies placed on your computer or other devices, you can find the steps on [WikiHow](#) that explains the process for both desktop and Android.

## 4. Intellectual Property

4.1 MotoData retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the site. You are authorized to view and download one copy to a local hard drive or disk, print and make copies of such printouts, provided that:

4.1.1 the material is for personal use to consider the use of the online services and not for any commercial purposes;

4.1.2 any reproduction of our proprietary material from this site or portion of it must include our copyright notice in its entirety;

4.1.3 you do not distort or otherwise modify the proprietary information in a manner that may be prejudicial to MotoData.

4.2 The logos and trademarks shown on this site are our registered and unregistered trademarks or that of third parties. Nothing on this site should be construed as granting any license or right to use any trademark without our prior written permission and/or that of third parties, as the case may be. You may not, without our prior written permission, use our intellectual property or that of third parties for any other purposes.

4.3 An application to use our intellectual property must be submitted to [info@motodata.co.za](mailto:info@motodata.co.za). Upon receiving your application we will do our best to respond and enter into further discussions with you. If you don't get a written response from us within 5 (five) business days, consider your request as having been rejected.

4.4 If you submit any content to this website, you grant by the submission of such content a transferable, perpetual, worldwide and royalty-free license to use the content in any manner whatsoever. If the intellectual property rights of any content submitted by yourself is owned by a third party, you undertake to notify MotoData immediately of the situation and you indemnify MotoData upon submission against any claims that such third party may bring against MotoData for the use of third-party content submitted to the website by yourself.

## 5. Permission to link to our website

5.1 Nobody may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this site or any subsidiary pages before receiving our prior written approval, which may be withheld or granted subject to the conditions we specify from time to time.

5.2 An application for linking must be submitted to [info@motodata.co.za](mailto:info@motodata.co.za). Once received we will do our best to respond and enter into further discussions with you. If you don't get a written response from us within 5 (five) business days, consider your request as having been rejected.

## 6. Links to third party sites

6.1 The website may contain links to other websites with information and material produced by other parties. While we endeavour to provide links only to reputable websites, we cannot accept responsibility or liability for the information provided on other websites. A link from our site to any other website does not mean that we have scrutinised or endorsed the owners or administrators of the websites or their business or security practices and operations.

## 7. General Matters

7.1 We may amend these conditions from time to time. By accessing this site you are bound to the version of the conditions published here at the time of any visit to this site. You agree to view the current version each time you access the site.

7.2 A certificate signed by the administrator responsible for maintaining this site will be prima facie proof of the date of publication and content of the current version and all previous versions of the conditions.

7.3 Nothing on this site should be treated as an offer but merely as an invitation to do business with us.

7.4 If any provision of these terms of use is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.

7.5 The laws of the Republic of South Africa apply to these terms of use as well as the relationship between yourself and MotoData as far as it concerns the use of our website or any matter that may arise from such use.

7.6 Breach of these conditions entitles us to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and client scale.