



## Website Terms, Conditions and Privacy Policy

The Terms, Conditions and Privacy Policy (“Terms”) govern the use of the Heathmans Kokstad website (“Website”). By checking the “I accept the Terms, Conditions & Privacy Policy” option or by continued use of the Heathmans Kokstad website, the User agrees to be bound by the Terms as set out in this legal notice. If the User does not wish to be bound by these Terms, the User may not access, display, use, download, or otherwise copy or distribute any content obtained from the website.

### Definitions

In these Terms, unless otherwise required or indicated by the context:

- **“Heathmans Kokstad”** shall mean Heathmans Kokstad (Pty) Ltd, a South African private company incorporated and registered in terms of the Companies Act 71 of 2008, with registration number 2017/006605/07 and with its registered address at Heathmans Building, Hamewith Farm, R56 South of Kokstad, Kwa-Zulu Natal, 4700.
- **“Personal Information”** means any information that may be used to identify a specific person (whether it is a natural or juristic person);
- **“System Data”** shall mean usage, transactional and device-related data that is collected automatically by Heathmans Kokstad;
- **“User”** shall mean any person who accesses or uses the website;
- **“User Data”** shall mean any data or content entered or captured by a User by means of the website, including data needed by the website to allow the User to view any content or subscribe to any service;
- **“website”** shall mean the Heathmans Kokstad website that is located at the domain name <https://heathmans.co.za/> where a User can visit and browse the Heathmans Kokstad website;

Heathmans Kokstad is a multi-faceted motor vehicle business including selected used spares, used vehicles, towing, crane truck hire, insurance rebuild vehicles and container sales and hire. This Agreement regulates the use of the Heathmans Kokstad website, which is developed, owned and copy righted by Heathmans Kokstad.

### COVID Notice

Heathmans Kokstad upholds all COVID-19 related legislation and regulations. All visitors to the Heathmans Kokstad premises will need to comply with all COVID-19 legislation and regulations as well as the Heathmans Kokstad policies and procedures in this regard.

For more information on COVID-19 preventative tips, symptoms as well as the latest news and statistics in South Africa, please visit the COVID-19 South African Resource Portal at <https://sacoronavirus.co.za/>.

## **Amendments to the Terms**

Heathmans Kokstad may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted on the Heathmans Kokstad website. Heathmans Kokstad will notify the User of these changes by posting a prominent notice on the Heathmans Kokstad website. The User's continued use of the Heathmans Kokstad website following the posting of changes or updates will be considered notice of the User's acceptance of the updated terms in the Agreement, including any changes or updates.

## **Indemnity and Limitation of Liability**

Subject to the Privacy Policy, contained herein, the Heathmans Kokstad website and all content on the Heathmans Kokstad website, are provided on an "as is" basis, and may include inaccuracies or typographical errors and Heathmans Kokstad, its suppliers, employees, directors, partners, affiliates, and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. Heathmans Kokstad makes no warranty or representation as to the availability, accuracy or completeness of the content, or any third-party content accessible via an internet link.

None of the content, including any information or articles published pertaining to specific aspects of the business of Heathmans Kokstad, must be construed as advice in respect of such aspect. Neither Heathmans Kokstad, its suppliers, employees, directors, partners, affiliates, nor any of the parties' agents can be held liable for any damages, of whatsoever nature, due to such action by any User.

Neither Heathmans Kokstad nor any holding company, affiliate, agent, subsidiary of Heathmans Kokstad or owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the content or the Heathmans Kokstad website or any functionality, or of any linked website to the extent permissible by law.

The User acknowledges and agrees that the Terms are entered into between the User and Heathmans Kokstad and does not govern the relationship between the User and any third party.

## **Complaints and Disputes**

Users can file complaints by means of the "contact us" tab on the Heathmans Kokstad Website. Currently, Heathmans Kokstad does not subscribe to any alternative dispute resolution code or mechanism and a User may approach the courts should the dispute or complaint not be resolved.

## **Disclaimers**

The User's use of the Heathmans Kokstad website is dependent on factors beyond Heathmans Kokstad' control, such as the User's network coverage or network availability as well as or their device's proficiency and/or capacity.

Heathmans Kokstad is not liable for any loss or damages the User may suffer if a factor beyond Heathmans Kokstad' control arises, and you cannot access the Heathmans Kokstad website.

Heathmans Kokstad nor any holding company, affiliate, agent, or subsidiary thereof are responsible for any loss or damages related to User's use of the Heathmans Kokstad website or any Intellectual Property

flowing from their use. This includes, without limitation, any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission.

Heathmans Kokstad is not responsible for any loss or damage where:

- An unauthorised third party discovers and or utilises the User 's access codes;
- Any technical interruption, malfunction, downtime or other failure that affects the Heathmans Kokstad website, a third-party system or any part of any database for any reason;
- Any Personal Information or other data is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any program or virus, the User's own negligence; or any other reason flowing from the use of the Heathmans Kokstad website;
- Any event that Heathmans Kokstad has no control over.

## **COPYRIGHT AND INTELLECTUAL PROPERTY**

*"Intellectual Property"* shall mean without limitation, all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with the foregoing; copyright and copyrightable works, including, but not limited to, all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda and design documents); rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the above items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same.

Content displayed on the website is provided by Heathmans Kokstad, its affiliates or subsidiary, or any other third-party owners of the content ("Content"). All the proprietary works, and the compilation of the proprietary works, belong to the Provider, its affiliates or subsidiary, or any third-party owners of the rights ("Owners"), and the Content is protected by South African and international copyright laws.

Heathmans Kokstad may make any changes to the website, the Content, or to products or services offered through the website at any time and without notice to the User. All rights in and to the Content is reserved and retained by the Owners. Except as specified in the Terms, the User is not granted a license or any other right including under Copyright, Trademark, Patent, or other Intellectual Property Rights in or to the Content.

Certain content available on the Heathmans Kokstad website may include content that belongs to third parties. Heathmans Kokstad may provide links to third-party websites, as a convenience to the User.

User agrees that Heathmans Kokstad is not liable for any of the following:

- The content or the accuracy of any such content belonging to third parties, including, but not limited to any merchants, featured on the Heathmans Kokstad website;
- Any content featured on the third-party websites that are accessed through the links found on the Heathmans Kokstad website.

The User acknowledges that:

- They will not make any representations that they have any rights of any nature in any present and/or future Intellectual Property belonging to Heathmans Kokstad and/or any third parties featured on the Heathmans Kokstad website;
- They will not use Heathmans Kokstad and/or any third-party Intellectual Property that is featured on the present Heathmans Kokstad Website present and/or future Intellectual Property in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any other country;
- They will not do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair Heathmans Kokstad goodwill; and

They will not use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (email) addresses, server names, or search-engine markers or anything that is identical to, contained in whole or in part, or is otherwise similar to Heathmans Kokstad present and/or future Intellectual Property in any country.

The User indemnifies Heathmans Kokstad against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by Heathmans Kokstad as a result of any third-party claims initiated and/or instituted against Heathmans Kokstad relating to the User 's unauthorised use of the Heathmans Kokstad website, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.

Any breach of the terms under this clause entitles Heathmans Kokstad in addition to their normal common law remedies, to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to Heathmans Kokstad.

## **Availability of the Service**

Standard data costs will be charged when a User utilises the Heathmans Kokstad website. These costs are charged by the User's mobile network operator or internet service provider, and Heathmans Kokstad will in no way be held liable for any claim arising from these data costs including any claims of heightened data usage. Any questions related to a User's data costs must be referred to their individual mobile network operator or internet service provider.

The Heathmans Kokstad website service may be interrupted for one or more of the following reasons, including but not limited to maintenance, repairs, upgrades, or network or equipment failures. Heathmans Kokstad may discontinue some or all of its services, including certain features and the support of certain devices and platforms, at any time.

Events beyond the control of Heathmans Kokstad may affect the services offered. Such events may include events of *force majeure*.

## **Breach**

Heathmans Kokstad may suspend or disconnect the User from using the Heathmans Kokstad website if they are in breach of a clause as contained in this Agreement and do not remedy the breach within 5 (five)

days after Heathmans Kokstad has requested them to do so. Heathmans Kokstad may still take other steps available to them, including applying to a court for an urgent interdict against the User.

## **User Feedback**

Feedback provided by the User to Heathmans Kokstad about any aspect or feature of the Heathmans Kokstad website may be used by Heathmans Kokstad without any obligation to the User.

## **Jurisdiction**

The Heathmans Kokstad website is controlled, operated, and administered by Heathmans Kokstad from its offices within the Republic of South Africa.

Any agreement or dispute will be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the KwaZulu-Natal High Court in the event of any dispute.

If any of the provisions of the Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of the Terms, and the remainder of the Terms will continue in full force.

## **General**

These Terms & Conditions contain all the provisions agreed on by the Parties with regard to the use of the content and the Heathmans Kokstad website and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement. No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, by the User shall be effective unless reduced to writing and signed by or on behalf of the Parties.

The invalidity, illegality, or unenforceability of any of the clauses in these Terms will not affect the validity, legality, and enforceability of the remaining clauses.

Heathmans Kokstad may terminate the Heathmans Kokstad website any time, without notice.

## **Distribution and Communication by Email**

Any email communication received from Heathmans Kokstad is privileged and confidential and for the use of the intended User only. If a User receives an email in error, please notify Heathmans Kokstad directly and delete the email and any attachments. Unauthorized use, disclosure or copying of the contents of an email received in error, or any similar action, is prohibited. **WARNING:** From time to time, Heathmans Kokstad spam scanners may eliminate a legitimate email from a User. There is a duty on the User to ensure Heathmans Kokstad acknowledges receipt of the User's instruction.

## **PRIVACY POLICY**

Heathmans Kokstad is committed to protecting the User's privacy. This privacy policy explains the manner in which Heathmans Kokstad shall collect, use, maintain and discloses customer information as well as what the User's access rights to the information and/or data are.

### **Personal identification information**

Heathmans Kokstad may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit the website, complete any online form, and in connection with other activities, services, features or resources Heathmans Kokstad makes available on the website.

*Information that a user may provide:*

When a User accepts the terms and conditions of the Heathmans Kokstad website by using the Heathmans Kokstad website on ongoing basis, Heathmans Kokstad may collect information from the User, including but not limited to one or more of the following fields:

- Personal details such as name, surname, gender;
- Contact details, such as email address and contact number;
- Preferences with respect to the use of website.

*Collecting of service-related information*

The following types of information are collected in the background through the User's use of the website:

- System data relating to the User's device or Internet connection, such as the User's device's operating system, browser or IP address;
- Usage data regarding the User's use of the website;
- Analytics data in aggregate and anonymous format via third party tracking services such as Google Analytics;
- Transactional information regarding payment transactions where applicable, such as payment receipts, from third parties processing any payment made by the User.

### **Cookie's policy**

Heathmans Kokstad website may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. A cookie is a small text file stored by the User's browser (for instance, Internet Explorer or Chrome) on the User's computer or mobile device. Heathmans Kokstad uses cookies to authenticate returning customers and to prevent fraudulent use of User accounts. Cookies can be disabled in the browser settings, but if a User disables them, they will not be able to log into the Heathmans Kokstad website or some parts of the website may not function properly.

## **Security and protection of information**

The User's user and System Data are private and confidential and are treated as such. Heathmans Kokstad takes all reasonable steps to secure and protect your data during hosting and transmission and to ensure that your information is handled in accordance with the Terms.

However, it is possible for Internet-based communications to be intercepted or servers to be hacked. Heathmans Kokstad will not be responsible for any damages the User, or any third party may suffer as a result of the hosting or transmission of confidential or disclosed information that the User makes to Heathmans Kokstad through the Internet, or that the User expressly or implicitly authorises Heathmans Kokstad to make, or for any errors or any changes made to any transmitted information.

To ensure acquaintance with and awareness of the privacy measures and policies of Heathmans Kokstad, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

## **Using and sharing of information**

Heathmans Kokstad may not use and share the User and System Data it collects from the User.

Heathmans Kokstad undertakes not to share any of the User's User or Systems Data that are deemed of a personal or private nature.

Heathmans Kokstad retains the right to transfer the User's information to a new owner if the ownership of all or substantially all of our business should change, in which case the terms of this Agreement will still apply until the Terms are updated or amended by the acquiring party upon notice to the User.

Heathmans Kokstad may release account information or User Data when we believe, in good faith, that such release is reasonably necessary to (a) comply with law, (b) enforce or apply the terms of any of our user agreements or (c) protect our, our Users or any other relevant third parties' rights, property or safety.

## **Using data for research and benchmark purposes**

The User hereby provides consent for their de-identified User and System data to be used for research relating to purchases of the Heathmans Kokstad products. The User also consent to the use of aggregate User and System data for statistical and benchmark purposes.

## **Local Storage**

Local storage is a more secure way for web-applications to store large amounts of data locally in the User's browser without affecting the web-application's performance. Heathmans Kokstad uses local storage to store some of the User Data to improve the application's performance and to allow the User to use the application to some extent, whilst offline when an Internet connection is not available.

When a User logs out of the Heathmans Kokstad website any information stored in local storage is cleared. The User can choose to disable local storage in the settings menu. Please note that disabling local storage will detrimentally affect the User's experience with the Heathmans Kokstad website.

## **Data Protection and use of information**

Heathmans Kokstad may, and the User expressly consents to, the collecting and processing of their User Data and System Data by Heathmans Kokstad to open, administer and operate the User's profile and account; provide any combination of services or analysis linked to Heathmans Kokstad, monitor and analyse the conduct on the User's profile and account for fraud, compliance and other risk-related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.

The User expressly consents that Heathmans Kokstad may process and further process the User Data and System Data within Heathmans Kokstad for the above purposes; disclose their Personal Information to any person who provides services to Heathmans Kokstad or acts as their agent or to whom Heathmans Kokstad has transferred or proposed to transfer any of their rights and duties in respect of a User's account and/or share the User's User Data and System Data with their services providers, locally and outside the Republic of South Africa, as necessary. Heathmans Kokstad demands that any third-party service providers to Heathmans Kokstad agrees to their strict privacy policies if they need to access any Personal Information to carry out their services.

The User acknowledges that Heathmans Kokstad will at all times remain responsible for determining the purpose of and means for processing the User's User Data and System Data; and Heathmans Kokstad is required by legislation to collect certain Personal Information from the User.

The User agrees that they are providing Heathmans Kokstad with their Personal Information voluntarily and freely.

Whenever the User is of the opinion that Heathmans Kokstad fails to comply with the Privacy Policy as set out herein, the User will contact Heathmans Kokstad by sending a request on the "contact us" tab. Heathmans Kokstad will review the User's representations made by email and, if within their sole and absolute discretion advisable, take corrective action and in any event within 7 (seven) days respond to the User informing them about corrective actions taken, if any.

## **How Heathmans Kokstad uses collected information**

Heathmans Kokstad may collect and use Users personal information for the following purposes:

- *To improve customer service:* Information you provide helps us respond to your customer service requests and support needs more efficiently.
- *To improve our website:* We may use feedback you provide to improve our products and services.
- *To send periodic emails:* We may use the email address to respond to your inquiries, questions, and/or other requests.



## **How Heathmans Kokstad protects your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our website.

## **Sharing your personal information**

Heathmans Kokstad will not sell, trade, or rent Users' personal identification information to others. Heathmans Kokstad may only share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with its business partners, trusted affiliates and advertisers for the purposes outlined above.

## **Links to other websites**

Users may find advertising or other content on the website that link to the sites and services of the Heathmans Kokstad' partners, suppliers, advertisers, sponsors, licensors and other third parties. Heathmans Kokstad does not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from the website. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to the website, is subject to that website's own terms and policies.