



BuyerFin Terms & Conditions

Access to the Website is subject to the following terms & conditions

- Upon accessing this website or engaging with any aspect thereof and/or not necessarily registering, you will be deemed to have accepted all of the terms & conditions that apply to its use, the information contained on the website and to the facilities and services provided by it.
- Accordingly, please take the time to read through these terms & conditions before continuing to use the website.
- If you do not agree to these terms & conditions you must stop using the website immediately.
- BuyerFind reserve the right to alter these terms & conditions at any time and it is your obligation to check if changes have been made.
- Your use of the BuyerFind website after changes are posted on-line shall constitute acceptance of the changes in and to the terms & conditions.

In these terms & conditions:

- **"we/us/our"** means BuyerFind, a private entity incorporated in South Africa with limited liability, and where applicable our associated stakeholders;
- **"Website"** means this BuyerFind website including all aspects, facilities and services of any nature whatsoever related thereto;
- **"you"/"your"** means the user of the website including buyers and dealerships who have registered with us and where applicable, advertisers.

1. Access to the Website

- 1.1 Access to the website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service provided on the website without notice. From time to time, we may restrict access to some parts of the website, or the entire website, to you. We will not be liable if, for any reason, our site is unavailable at any time or for any period.

2. Content

- 2.1 You as the registered user agree that you will only use, reproduce and print material comprising the results of searches conducted on the website only for the intended use. In particular, you may not use the contact details provided by buyers of vehicles to contact them for any marketing purpose outside enquiry relating to the registered wanted vehicle.

3. Contractual Issues

3.1 We will not be bound to any allegations from you that a contract or legally binding arrangement has been entered into between you and the seller arising from communications addressed to using contact details obtained from our website.

4. Liability

4.1 The information and material displayed on the Website is provided without any guarantees, conditions or warranties as to accuracy. To the extent permitted by law, we, our employees, agents, representatives, contractors and third parties connected to us hereby expressly exclude:

4.2 Any liability for any direct, indirect or consequential loss or damage whatsoever and howsoever incurred by you in connection with:

4.2.1 Our failure to fulfil any of our obligations in terms hereof;

4.2.2 The Website or resulting from the use, the inability to use, the website;

4.2.3 The search results obtained from the website;

4.2.4 Any websites linked to the website and any material posted on it.

4.3 BuyerFind will not be liable or party to any sale agreement entered into between the seller and the buyer even though our website was used to bring the parties together.

4.4 BuyerFind will not be liable for any failure to perform by any party involved under these terms & conditions caused by matters beyond our reasonable control.

5. Intellectual Property

5.1 All intellectual property including trade marks, names and logos, whether registered or not, embodied in the website content, are the proprietary marks of BuyerFind.

6. Registration details

6.1 To gain access to certain services on the website you will need to register. As part of the registration process, you will be given a username and password. You agree that the information supplied with your registration will be truthful, accurate and complete.

6.2 You furthermore agree that you will not attempt to register in the name of any other individual, company or organisation nor will you adopt any username which we deem to be offensive. All information supplied by you as part of the registration process will be protected and used in accordance with the terms of our Privacy Policy.



7. Our Rights and Obligations

7.1 We shall provide the service with reasonable care and skill in a professional and timely manner and the advertisement shall be designed in accordance with the agreed specification.

7.2 We may at any time vary the technical specifications of the Website (or any part thereof) for operational reasons.

8. Sale

8.1 Unless otherwise agreed to between the seller and buyer, a valid sale agreement will be entered into between the seller and the buyer immediately. The sale will be subject to the buyer inspecting the vehicle and the vehicle being as described by the seller.