

TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions, unless the context states otherwise:

“Company” means Motus Vehicles Distributor;

“POPI” means the Protection of Personal Information Act 4 of 2013;

“Personal Information” means information relating to an identifiable, living, natural person and where applicable, an identifiable, existing juristic person including but not limited to information relating to race, gender, sex, marital status, religion, age, physical address, sexual orientation;

“Processing” means any operation or activity or any set of operations whether or not automatic by means of collection, receipt, recording, storage, updating, modification;

Online services” means Motus Vehicles Distributor’s website and any other service offered by Motus Vehicles Distributor through electronic means including but not limited to online portals, electronic billing platforms and interactive customer tools and shall include the content and information provided or exchanges as part of such services.

“ECTA” means Electronic Communication Transaction Act 25 of 2002;

“User, you/your” means any person who enters or uses the Motus Vehicles Distributor website and online services, notwithstanding the fact that such person only visits the home page of Motus Vehicles Distributor website or online service portals.

“COOKIES” means a text-only string of information that a website transfers to the cookie file of the browser on your computer’s hard disk so that the website can remember who you are;

“Intellectual Property” means patents, trademarks, service marks, registered designs, trade secrets and other confidential information, goodwill, know-how.

2. ACCEPTANCE OF TERMS

Access to and the use of our website which gives a User access to certain of our services and our associated domains (“www.renault.co.za”) and the content, data, services and products made available on or via Website, is subject to the following terms and conditions;

If you agree to use these Terms as an individual you must be at least 18 years old and otherwise of legal age to form a binding contract;

By accessing the website and/or using any services which are accessed using the website, you agree to be bound by these terms;

If you are acting on behalf of a business or institution, you will be responsible for ensuring that (a) you have the authority to bind that business or institution to these terms and your agreement to these terms will be treated as the agreement of the business or institution (b) and any individual or entity to whom you provide access to the Website is made aware and complies with these terms.

By using this website in any way, you shall be deemed to have accepted all the Terms unconditionally and agree to be bound by them.

If you do not agree to the Terms, you must promptly discontinue your access or use.

Motus Vehicles Distributor may, at any time, without notice and at its sole discretion, revise, interrupt, terminate, modify these terms and conditions by updating them, accordingly you should periodically visit this page to review the current terms and condition. Any change will become effective upon publication on this website.

By continuing to use the online services you agree and understand that you will be bound by the amended terms and conditions.

3. MISUSE STATEMENT

Motus Vehicles Distributor reserves the right to prevent access to this Website if you misuse it in any manner. Prevention of access shall be at our sole discretion and in addition to any other rights we may have arising from misuse of the Website.

4. PROPRIETARY RIGHTS

All Intellectual property on our website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licenced to Motus Vehicles Distributor as such, are protected from infringement by domestic and international legislation and treaties. The User acknowledges Motus Vehicles Distributor's proprietary rights in and to such intellectual property and that importantly the website and its content are protected as collective works and/or compilations pursuant to copy rights. Accessing this website does not grant you a licence, right and interest in the above website. Nothing in this Agreement shall operate to transfer rights in and to the intellectual property referred to in clause 4.1 above or give rise to any implied rights in respect of such intellectual property in favour of any User and or third party.

The User is granted a non-exclusive, non-transferable, revocable limited licence to access and use the website and content and in particular the intellectual property rights, provided that such access and us is strictly in accordance with these Terms.

5. ACCURACY OF THE CONTENT

Motus Vehicles Distributor does not guarantee, represent and endorse the accuracy, reliability, completeness, adequacy and currency of the website and the content or materials on the website. The content is not intended to and does not constitute legal advice nor does it constitute an offer for the sale of any particular goods or services.

The website including all content, materials and information is made available on an "AS IS, AS AVAILABLE" basis without warranty of any kind.

Motus Vehicles Distributor and its affiliates make no representations or warranties of any kind whatsoever for the content on this website or for any products or services of third parties or for breach of any security associated with the transmission of sensitive information through this website. Motus Vehicles Distributor and its affiliates does not warrant that the functions contained on the website or any material or content contained therein will be uninterrupted or error free, that defects will be corrected or that this website or the server that makes it available is free of viruses or harmful components and will not be liable for the use of this website, including but not limited to, the content and any errors contained therein.

6. SECURITY

All reasonable steps will be taken to secure User information however Motus Vehicles Distributor makes no warranties or representations in this regard.

While Motus Vehicles Distributor has implemented appropriate and reasonable security technologies and practices, please be aware that any internet communications are insecure unless they have been encrypted and/or appropriate security safeguards implemented, accordingly Motus Vehicles Distributor assumes no responsibility/ liability of any nature whatsoever for interception or loss of personal information beyond our control.

7. INDEMNITY

You hereby indemnify Motus Vehicles Distributor, its affiliates and all its directors, partners, officers, employees, (collectively the "Indemnified Parties") harmless for and against any and all liability and costs incurred by the Indemnified Parties in connection with any claims arising out of the use of this website and any breach by you of any terms and conditions.

You shall cooperate as fully as reasonably required or requested in defence of any claim.

Motus Vehicles Distributor shall not be liable for failure to perform any obligations as a result of technical problems relating to the website, act of God, government control restrictions or prohibitions or other government Act or omission whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond our control.

Furthermore Motus Vehicles Distributor shall not be responsible for direct, indirect, special, punitive, incidental or consequential damages, or damages for loss of profit, loss of revenue, loss of use or any other commercial damages arising out of the use, reliance on, inability to use, data that is linked or related in any way to this Website.

8. EXTERNAL LINKS

Motus Vehicles Distributor does not represent, warrant endorse or hold responsibility over any external sites that may be linked to and from this website. Any external site that you visit by clicking through a link on this site is outside the control of Motus Vehicles Distributor and you visit entirely at your own risk.

Motus Vehicles Distributor shall not be liable in any manner whatsoever for any damage, loss liability, costs or expense whether direct or indirect or any consequential nature that resulted from use and access to external sites and the content on such target sites and you indemnify Motus Vehicles Distributor against loss, liability, damage that may result from the use of the content from Motus Vehicles Distributor's website and online services if such content was accessed through a hyperlink not directed at the home page of Motus Vehicles Distributor's website and/ or online services. Motus Vehicles Distributor's non-liability for deep linking is based on the fact that deep links by pass these terms and conditions.

9. SOFTWARE DISCLAIMER

It is the responsibility of the user to acquire, maintain, at his own expense, the computer, hardware, software, lines and account to access the website.

Motus Vehicles Distributor cannot accept responsibility for any disruption, damage, and/or loss of data on your computer system that may occur while using the software.

10. PRIVACY STATEMENT

Motus Vehicles Distributor shall take all reasonable steps to protect the Personal Information of users and is committed to respecting the privacy of your Personal Information.

By utilising this website and choosing to provide us with your Personal Information, you consent to the collection, processing, use and storage of your Personal Information and to the extent permitted by law, to sharing of your Personal Information with an affiliate Party.

For Purposes of these terms and conditions "Personal Information" shall be defined as detailed in the Protection of Personal Information Act 2013. As and when necessary Motus Vehicles Distributor may electronically store, disclose and/or use the following of our Personal Information, name and surname, contact numbers, geographical location, IP address, identity number, age, email address and any other information which you could provide to us through this website.

Your Personal information detailed is collected and/or stored either electronically by the use of “cookies” or is provided voluntarily with your knowledge and consent.

for the purposes of informing or sending information to you about any new services or products offered by us, which we consider may be of interest to you, we will comply with the direct marketing provisions of the Consumer Protection Act, 68 of 2008 (“CPA”) and the CPA regulations, including the provisions relating to the direct marketing.

By using the online services and our website you understand that we may, where necessary and where permitted by law, monitor your browser habits, online chat or e-mails for business purposes, including for purposes of quality control, training, marketing and improving the online services. We agree that it will not disclose any personal information that could be used to identify you. We reserve the right to amend this privacy statement if required to do so due to a change in any personal information or privacy laws.

11. DISCLOSURE REQUIRED BY SECTION 43 OF THE ECTA

Access to the services, content, software, downloads available from the online services may be classified as “Electronic Transactions” as defined in terms of the ECTA and you therefore may have rights detailed in the ECTA, accordingly Motus Vehicles Distributor provides the following;

Motus Vehicles Distributor, Address: 12 Ernest Oppenheimer Ave, Bruma, Johannesburg, 2198, including full business name; contact details, registration number, physical address, email address).

Alternative dispute resolution, subject to urgent and /or interim relief, all disputes regarding access to online services, the inability to access online services, the service content available from online services or these terms and conditions shall be referred to phone : (+27) 011 607 7300.

You may return goods and services as defined in the ECTA, the CPA and the Motus Vehicles Distributor policies.

COOKIES

We use cookies on our website and we use the word cookies to refer to information that is sent from this website to your drive, where it is saved and which contains information to personalize your experience on this website, in this way next time you use this website, we will know who you are and that you have visited this website before. We use the following cookies;

Third Party Cookies, these are used to track when advertisements are clicked on by users and to control how often a particular advert is shown;

Session cookies, which are temporary cookie file of your browser until you leave the site, these allow you to carry information across pages of our site and avoid having to re-enter information.

Persistent cookies, which remain in the cookie file of your browser for much longer. They allow us to match your preferred interests or to avoid showing you the same advert repeatedly.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. If you do not accept cookies you may not be able to use some portions of our site.

13. CHANGES AND AMENDMENTS

To the extent permitted by law Motus Vehicles Distributor expressly reserves the right in its sole and absolute discretion to any of the following at any time without prior notice/justification:

Change terms and conditions;

Change the content and/or services available from website;

Discontinue any aspect of the website or services available from the website;

Change software and hardware required to access the website and use of the website.

14. NOTIFICATION OF HOW WE PROCESS PERSONAL INFORMATION ITO SECTION 18 OF PROTECTION OF PERSONAL INFORMATION ACT 4 of 2013.

Method of Collection;

We collect your Personal Information from when you make use of our website. We may also collect data from 3rd Parties to validate information provided to us.

Consequences of Failure to Provide Information to us;

If requested information is voluntary information, which is not supplied by yourself, we or 3rd Party suppliers may not be able to offer certain services to you. Mandatory information may be required in order to comply with legislative requirements and failure to do so may result in us being unable to conclude any transaction or offer any services to you.

Lawful Basis for Processing;

We will only process your Personal Information in circumstances where we have a lawful basis for doing so, where we are the Responsible Party.

Purposes for Processing Data;

We collect, process and store personal information in order to process orders, instructions, requests and to communicate requested information to you, respond to queries or complaints submitted by you, compile non-personal statistical information about browsing habits, click patterns and access to online services.

We may also collect non-personal information for an example, your IP address, the date and time of your visit to our website and browser history, to recognise you during any subsequent visit to our website and/or use of the online services. (insert) owns and retains all rights to non-personal statistical information collected and compiled by us.

Retention of your Personal Information;

We are permitted to retain your personal information for as long as it is necessary in order to achieve the purpose for which we collected same or where the law requires us to retain your information. Notwithstanding the aforesaid, we will immediately cease use and delete your personal information should you so require.

Data Processing outside the Republic of South Africa;

Your Personal Information will be processed in South Africa and we apply generally accepted information security practices to protect your Personal Information. Where we share your information with a third party, we conclude written contracts with them that requires them to implement and maintain the security measure necessary to protect the information.

Your Rights;

Subject to applicable laws and regulations, you own your Personal Information and you may exercise a number of rights, including but not limited to the right;

to be informed whether your personal information is being processed;

to be informed of the purpose of processing your Personal Information;

to be informed about third parties that your Personal Information was disclosed to (locally or internationally);

to request correction of inaccuracies in the records containing your Personal Information and deletion and destruction of your Personal Information;

to object to processing your Personal Information;

To withdraw your consent to the processing of your Personal Information

To raise a complaint to the Information Regulator or any other approved competent authority if you are of the opinion that the processing of your information is unlawful.

Contact Motus Vehicles Distributor, cheryl@motusvd.co.za for any complaints or queries with regards to your rights.

15. DOMICILIUM CITANDI ET EXECUTANDI

For the purposes of these Terms and Conditions, the Company chooses as their domicilium citandi et executandi their address as set out hereunder:

The Company Motus Vehicles Distributor

Any notice to the company shall be addressed to it at its domicilium aforesaid and either sent by electronic mail or delivered by hand. In case of any notice:

delivered by electronic mail, it shall be deemed to have been received on the date of transmission; and

delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

16. GENERAL

These Terms and Conditions constitute the whole agreement between the Parties and no Party shall be bound by any representations, warranties, undertakings or the like not recorded herein.

No addition to or variation, consensual termination or novation of these Terms and Conditions, and no waiver of any right arising from these Terms and Conditions shall be valid or enforceable unless it is in writing.

No indulgence which may be granted herein shall constitute a waiver of any of our rights.

These Terms and Conditions shall be governed and interpreted in accordance with South African Law.

17. RIGHT TO UNBUNDLE

A motor vehicle is the second-largest purchase most of us will ever make and is a vital tool in our work and personal lives. Due to the incredibly advanced technology in a modern motor vehicle, servicing and maintaining the car is critical not only to protecting our consumer's safety but also their substantial investment. It is for this reason that we provide Manufacturer Plans with our vehicles. Despite our belief in the need to ensure that all consumers understand the benefits of taking a Manufacturer Plan, our consumers are able to choose to opt out of taking the Manufacturer Plan (service or maintenance) that comes with the vehicle.