

# Website Terms & Conditions

## 1. Introduction

Top Draw Tyres (Pty) Ltd provides the information contained on this website and/or any of the pages comprising the website ("Website"), subject to the terms and conditions ("the Terms and Conditions") referred herein. By accessing the Website, you shall be deemed to have agreed to the Terms and Conditions herein. Top Draw Tyres (Pty) Ltd may at any time modify the Terms and Conditions and your continued use of the Website will be subject to the Terms and Conditions in force, at the time of your use. Accordingly, you agree to review and familiarise yourself with the Terms and Conditions periodically, and your continued access or use of the Website shall be deemed to be your acceptance of the amended Terms and Conditions.

## 2. Content of the Website

- Whilst every effort is made to update the information provided on the Website on a regular basis, Top Draw Tyres (Pty) Ltd makes no representations, guarantees and/or warranties, whether express or implied as to the accuracy, completeness and/or reliability of any information, data and/or content contained on the Website. Top Draw Tyres (Pty) Ltd, its Directors, Shareholders and/or employees shall not be bound in any manner by any information contained herein.
- The information made available on the website from time to time, should not at any time be construed as advice of whatever nature and is offered for information purposes only.
- Top Draw Tyres (Pty) Ltd reserves the right at any time to change or discontinue without notice, any aspect or feature of this website.

## 3. Copyright and Intellectual Property Rights

- Copyright and all intellectual property rights in all materials, texts, drawings and data made available on the Website (collectively "materials") are owned by Top Draw Tyres (Pty) Ltd or alternatively, Top Draw Tyres (Pty) Ltd is the lawful user thereof and is protected by both South African and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such materials or any component thereof, without the consent of Top Draw Tyres (Pty) Ltd or the lawful owner, will constitute an infringement of such copyright and other intellectual property rights. You may, however, use the materials or any component thereof for internal business purposes.
- The trademarks, names, logos and service marks (collectively "trademarks") displayed on the Website are registered and unregistered trademarks of Top Draw Tyres (Pty) Ltd. Nothing contained on the Website should be construed as granting any license or right to use any trademarks without the prior written consent of Top Draw Tyres (Pty) Ltd.

## 4. External links

- External links may be provided for your convenience, but the external links are not under the control of Top Draw Tyres (Pty) Ltd. Accordingly, no representation is made as to correctness of their content. The use of or reliance placed on any external links provided is entirely at your own risk. When visiting the external links you must refer to that external website's terms and conditions of use.

- No hypertext links shall be created from any website controlled by you or otherwise to the Website without the express prior written permission of Top Draw Tyres (Pty) Ltd.

## 5. Warranties, Disclaimers and Limitation of Liability

- Top Draw Tyres (Pty) Ltd makes no warranties, representations, statements or guarantees (whether express or implied) regarding the Website and any of the information contained on or referenced to by the Website. Without limiting the generality of the foregoing, Top Draw Tyres (Pty) Ltd gives no warranty of whatever nature regarding the accuracy and/or appropriateness in any jurisdiction of any information provided on, or referenced to, by the Website. Accordingly, the Website is made available and the information is provided to you on an "as is" basis.
- Top Draw Tyres (Pty) Ltd, its Directors, Shareholders and/or employees shall not be liable for any claim/s relating to or arising from any loss, including but not limited to loss of earnings, potential loss of profit; damages suffered (whether direct, indirect, or consequential), personal injury (including but not limited to disfigurement (permanent or temporary)), death, or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of the Website and any information contained on or accessed via the Website. You hereby indemnify Top Draw Tyres (Pty) Ltd, its Directors, Shareholders and/or employees and waive any rights you may have or obtain against Top Draw Tyres (Pty) Ltd, its Directors, Shareholders and/or employees in respect of any loss, liability, damage (whether direct or consequential) and/or expense of any nature whatsoever, which may be suffered by you and/or a third party/parties, as a result of or which may be attributable directly or indirectly to any of the aforesaid. Without limiting the generality of the afore going Top Draw Tyres (Pty) Ltd, its Directors, Shareholders and/or employees shall not be liable for any loss, expense or damage of whatever nature incurred or sustained by you or any third party, due to –
  - (i) any failure and/or unavailability of the Website for any reason whatever and/or the failure/delay by any third party service provider to render any services which are necessary to ensure the availability and proper functioning of the Website; and
  - (ii) your use of or reliance placed on any information offered on or via the Website.

## 6. Privacy Policy

- Top Draw Tyres (Pty) Ltd is sensitive to the private nature of information you furnish us over the Internet. When you use the Website you may be providing Top Draw Tyres (Pty) Ltd with your personally identifiable information. In addition, our web servers may automatically collect web site usage information from you when you visit the Website. Website usage information includes information about how visitors and subscribers use and navigate the Website, including the number and frequency of users to each webpage, their IP address and the length of their stay.
- We may combine the personally identifiable information you provide Top Draw Tyres (Pty) Ltd with other information about you that is available to us, including website usage information and information from other sources. We may use this information to inter alia enable us to improve your experience on the Website, to improve and develop new products, features and services, to provide marketing with aggregate information about our user base and usage patterns, to allow us to personalise the advertising users see based on their personal characteristics or preferences and for other purposes. We may elect to share such information with third parties to help us improve our content and for the purposes as aforesaid.
- In addition, we may disclose any information about you to other or related third parties, as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud,

intellectual property infringements, or any other activity that is illegal or may expose Top Draw Tyres (Pty) Ltd, its Directors, Shareholders and/or employees to legal liability. We reserve the right to contact you at any time regarding any problems or questions as well as to notify you of changes to our Privacy Policy, or to other policies or terms that affect you and your use of the Website, and to share your information in order to enforce our policies and Terms and Conditions governing the Website.

- The personally identifiable information we collect about you is stored in limited access servers. We maintain safeguards to protect the security, integrity, and privacy of these servers and of your personally identifiable information.
- If you have any questions, comments or concerns about our Privacy Policy, you may contact us at [marketing@tyrelife.co.za](mailto:marketing@tyrelife.co.za).

## 7. General

- These Terms and Conditions constitute the sole record of the agreement between you and Top Draw Tyres in relation to the subject matter hereof. Neither you nor Top Draw Tyres (Pty) Ltd shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. These Terms and Conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between yourself and Top Draw Tyres (Pty) Ltd in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these Terms and Conditions shall be binding upon either you or Top Draw Tyres (Pty) Ltd, its Directors, Shareholders and/or employees unless agreed to by Top Draw Tyres (Pty) Ltd. No indulgence or extension of time which either you or Top Draw Tyres may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.
- Top Draw Tyres (Pty) Ltd shall be entitled to cede, assign and delegate all or any of its rights and obligations in the Terms and Conditions to any third party.
- All provisions of these terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these Terms and Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of these Terms and Conditions shall remain in full force and effect.
- Should Top Draw Tyres (Pty) Ltd be prevented from fulfilling any of its obligations to you as a result of any event of *force majeure*, then those obligations shall be deemed to have been suspended to the extent that and for as long as Top Draw Tyres (Pty) Ltd is prevented from fulfilling them and your corresponding obligations shall be suspended. In the event that *force majeure* continues for more than thirty days after it has first occurred then Top Draw Tyres (Pty) Ltd shall be entitled (but not obligated) to terminate all of its rights and obligations in terms of or arising out of these Terms and Conditions by giving notice to you. An event of "*force majeure*" shall mean any event or circumstance whatsoever which is not within the reasonable control of the affected party including but not limited to a *vis major*, *casus fortuitus*, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any telecommunications line and/or unavailability of any telecommunications facilities, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage of transport facilities.

- These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with these terms or any matter related to or in connection therewith.
- Top Draw Tyres (Pty) Ltd 's rights remain reserved.