



TAKE THE HASSLE OUT OF SELLING YOUR CAR, **WISSELE IT!**

Website Terms and Conditions

Please read these terms and conditions carefully before using the Website and/or services of Wissle. By using our Website and/or our services, you agree to be bound by these terms and conditions.

1. INTERPRETATION

In these terms and conditions, unless the context indicates a contrary intention, words and expressions defined herein shall bear the meanings assigned to them and similar expressions bear corresponding meanings –

- 1.1 “**Offer**” means an offer made by an Offeror to the Seller to purchase a Vehicle from the Website;
- 1.2 “**Offeror**” means a registered person who makes an Offer to the Seller for Vehicles on the Website;
- 1.3 “**person**” means any person, company, close corporation, trust, partnership or other entity;
- 1.4 “**Purchase Price**” means the purchase price payable for the Vehicle, being the amount equal to the Offer made in respect of a Vehicle at the expiry of the offer period for that Vehicle, which amount is inclusive of VAT;
- 1.5 “**Purchaser**” means the Offeror whose offer has been accepted by the Seller in respect of a specific Vehicle at the expiry of the offer period for that Vehicle;
- 1.6 “**Sale Agreement**” means the agreement concluded between the Seller and the Offeror pursuant to the Seller accepting the Offer;
- 1.7 “**Seller**” means a person loading its Vehicle on the Website for the purposes of receiving Offers;
- 1.8 “**VAT**” means value-added tax as levied from time to time in terms of the Value-Added Tax Act, 1991, as amended;

- 1.9 **“Vehicle”** means the vehicle(s) loaded by the Seller on the Website;
- 1.10 **“Website”** means [_http://www.wissle.co.za_____](http://www.wissle.co.za) ; and
- 1.11 **“Wissle” / “we” / “our”** means Wissle (Pty) Ltd, registration number 2021/714459/07_.

2. GENERAL

- 2.1 These terms and conditions govern your use of the Website and our services.
- 2.2 The services and Website provided by Wissle are available only to South African citizens and residents and to vehicles that are registered in South Africa.
- 2.3 The Website is an electronic platform that enables a Seller to procure Offers for its Vehicle from registered Offerors with the intention to sell the Vehicle to the Offeror with the highest Offer for the Vehicle.
- 2.4 The highest Offer at the expiry of the Offer process will be presented to the Seller for acceptance thereof. The Seller is not obliged to accept the highest Offer, or any Offer, unless the Seller is a vehicle dealer and has set a reserve price, which reserve price has been exceeded.
- 2.5 Unless otherwise agreed to between the Seller and Offeror:
- 2.5.1 Wissle does not conduct an auction and neither takes requests for, nor can guarantee, a minimum Offer or reserve price. Wissle’s sole responsibility is to provide a platform in terms of which Offerors are able view Vehicles advertised by Sellers and to allow Offerors the opportunity to make Offers for Vehicles;
- 2.5.2 The process of loading a Vehicle on the Website and obtaining an Offer is free of charge. The Offer does not constitute a valid and binding sale until such time as the Offer has been accepted by the Seller; and
- 2.5.3 In the instance where an offer has been made and the Seller accepts such an Offer, the details of the Purchaser shall be disclosed to the Seller. No fee is payable to Wissle by the Seller. However, the Purchaser shall be liable to pay a fee to Wissle on acceptance of the Offer.

3. TRUE AND CORRECT INFORMATION

In the event where a Seller uploads a Vehicle to the Website and makes it available to Offerors, the Seller hereby acknowledges that an Offer being made by an Offeror will be made based on the information provided by the Seller. Consequently, the

Seller hereby unconditionally warrants and confirms that all information provided by the Seller is true, accurate and correct.

4. SALE

4.1 Unless otherwise agreed to between the Seller, Offeror and/or Purchaser, a valid sale agreement will be entered into between the Seller and the Purchaser immediately once the Seller accepts the Offer. Please note: The sale will be subject to the Purchaser inspecting the Vehicle and the Vehicle being as described on the Website.

4.2 Once the Seller has accepted an Offer on the Website by clicking to accept it, legal obligations arise. The Seller must not accept any Offer through this Website unless the Seller understands and agrees to all the terms and conditions.

4.2.1 Once an Offer is accepted, the Seller is regarded to have read and understood the terms and conditions of the Sale Agreement available on our website. Should any queries arise, the Seller is requested to contact Wissle before accepting any Offer or conducting any transaction for any service through this Website.

4.3 Unless otherwise agreed upon by the the Seller, Offeror and/or Purchaser, an Offer from a Purchaser shall be open for acceptance by the Seller in accordance with the following timeframes:

4.3.1 If such Offer is received on a –

- (i) Monday, the Seller must accept by no later than 15h00 on the Tuesday;
- (ii) Tuesday, the Seller must accept by no later than 15h00 on the Wednesday;
- (iii) Wednesday, the Seller must accept by no later than 15h00 on the Thursday;
- (iv) Thursday, the Seller must accept by no later than 15h00 on the Friday;
- (v) Friday, the Seller must accept by no later than 15h00 on the following Saturday; and
- (vi) Saturday, Sunday or Public Holiday, the Seller must accept by no later than 15h00 on the next business day.

4.3.2 Should the Seller not accept the Offer from the Purchaser by the relevant time as stipulated in clause 4.3.1, the Offer shall lapse and cease to be of any further force or effect.

4.4 The Purchaser and Seller shall be solely responsible for arranging a time and place in order to:

- 4.4.1 Conduct an inspection of the Vehicle;
 - 4.4.2 Conclude payment of the purchase price;
 - 4.4.3 Complete all the necessary documentation, including delivery of the original NATIS form to the extent that the Vehicle is not financed; and
 - 4.4.4 Conduct the handing over of the Vehicle to the Purchaser, together with all the Vehicle's service book and spare keys.
- 4.5 The Seller may be required to drive to the relevant Purchaser's dealership in order to conclude the sale of the Vehicle.
- 4.6 The Purchaser shall be responsible for attending to the transfer of ownership, registration roadworthy certificate and/or settling any outstanding finance amounts at the Purchaser's cost.
- 4.6.1 The outstanding finance amount due by the Purchaser shall be limited to the amount of the Offer. Any amounts owing by the Seller to any financier over and above the amount of the Offer must be settled by the Seller.

5. INDICATIVE VALUATION

- 5.1 Subject to a Seller entering true and accurate information relating to the Vehicle on the Website, the Seller may receive an *estimated value* range for its Vehicle.
- 5.1.1 The estimated value range is merely an indicative value of the Vehicle and is to be used for information purposes only. The estimate is in no way a minimum Offer guarantee. The Offer may therefore be of a higher value or of a lower value than the estimate value range.
 - 5.1.2 The Purchase Price will be dependent on the outcome of the Purchaser's inspection of the Vehicle and whether the Vehicle is in accordance with the Seller's description thereof as disclosed on the Website.
 - 5.1.3 The valuation of a Vehicle utilising the Website shall not constitute an Offer to purchase the Vehicle.
- 5.2 The Seller has sole discretion as to whether or not to accept an Offer to sell its Vehicle through the use the Website. However, once an Offer has been accepted, a legally binding contract of sale is created between the Purchaser and the Seller and the Seller shall be obliged to sell the Vehicle to the Purchaser on the terms and conditions contained in the Sale Agreement.

6. PERIOD OF OWNERSHIP AND PAPERWORK

- 6.1 Unless the contrary is agreed to by the Purchaser, all Vehicles must have been registered in the Seller's name for a minimum period of 6 months from the date on which the Vehicle was loaded on the Website.
7. No Purchaser shall be obliged to purchase any Vehicle if, in its sole discretion, all relevant paperwork and sale history are not in order to its satisfaction.
8. USER RIGHTS
- 8.1 Any activities or actions by users of the Website that are intended to prohibit proper functioning of Wissle's service or to otherwise frustrate our commercial endeavours are strictly prohibited.
- 8.2 The Website shall not be used for, including but not limited to, speculative, false or fraudulent purposes.
- 8.3 The Website and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorised use of this site and the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.
- 8.4 Users are prohibited from extracting parts of our service and data and reusing it, without obtaining Wissle's prior written consent. Users are further prohibited from performing data mining, using any robots or similar data gathering and extraction programs to extract any substantial parts of our service and/or data for reuse without obtaining Wissle's prior written consent.
- 8.5 Linking, integration or associating any other links to our service without the prior written consent of Wissle is prohibited.
- 8.6 The presentation and functionality of the Website's service may differ, depending on type of access - for example, via desktop or mobile application. The right to use the Website's service and its functions is only within the current framework based on the current technology available.
9. AGENCY & LIMITATION OF LIABILITY
- 9.1 Wissle is solely responsible for providing the platform to procure Offers for Vehicles.
- 9.2 Wissle does not guarantee or promise that any Offer will be made in respect of any vehicle. Wissle undertakes to make the Seller's advertisement of the Vehicle available to prospective Offerors.
- 9.3 The Sellers, Offerors and Purchasers are independent third parties. No provision contained herein shall be deemed to constitute a partnership, joint

venture or the like between the parties and they undertake not to make any representations which may induce the belief of such.

9.4 The Sellers, Offerors and Purchasers are not agents of Wissle for any purpose. They shall not through their actions or omissions incur any liability to Wissle and they shall not be entitled to authorise, represent or hold out to any third party that the relationship between them and Wissle is that of a partnership, joint venture of the like.

9.5 Wissle shall not be liable for any technical defects, specifically for the continuous and uninterrupted availability of the Website, for the correct reproduction of user-entered content as well as the valuation estimate provided online or through e-mail.

9.6 Wissle shall not be held liable to any person for any loss caused by any of the Sellers', Offerors' and the Purchasers' actions, including but not limited to:

9.6.1 the Seller and Purchaser breaching any provision of the Sale Agreement entered into between them;

9.6.2 The Vehicle not being described accurately on the Website;

9.6.3 Failure by the Purchaser to pay the Purchase Price in whole or in part;

9.6.4 Failure by the Seller and/or Purchaser to transfer the Vehicle;

9.6.5 Failure by the Seller and/or Purchaser to pay outstanding traffic fines;

9.6.6 Failure to settle any outstanding finance on the Vehicle; and/or

9.6.7 Any other acts or omissions by the Seller and/or Purchaser that may in any manner detract from the provisions of the Sale Agreement.

9.7 Due to the nature of internet services, access to the Website may occasionally be interrupted or restricted beyond Wissle's control. Wissle reserves the right to interrupt such access in order to conduct repairs, maintenance and introduce new services to the Website.

9.8 Wissle shall not be held liable for any damages caused to any user through the use of the Website and/or by any third party, including the Seller, the Offerors and/or the Purchaser, as well as the accuracy and/or completeness of the information or content thereon. The user of the Website makes use thereof at their own risk.

10. WARRANTY

- 10.1 The contents of this Website are provided without warranty of any kind, whether expressed or implied.
- 10.2 The owner of the Website, the authors of the contents thereof and in general anybody connected to the Website in any way, from now on collectively called "Providers", assume no responsibility for any errors or omissions in these contents.
- 10.3 The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be held liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

11. PROTECTION OF PERSONAL INFORMATION ACT ("POPI ACT") / DATA PROTECTION POLICY

- 11.1 We regard the protection of personal data and privacy of users of our Website very seriously. In order to ensure maximum protection thereof we comply with all legal requirements of data protection law in South Africa.
- 11.2 Please refer to our privacy policy available on our Website.
- 11.3 By utilising the Website, you agree to our privacy policy, which includes your consent to sharing some of your personal information with third parties for purposes of marketing certain automotive and insurance related products, to you. Should you not consent to this, please email us now on info@wissle.co.za.
- 11.4 Do not make use of our Website if you do not agree to our Privacy Policy.

12. WEBSITE RIGHTS

- 12.1 All logos, text, images and other data on our Website are subject to copyright. The use of our Website does not entitle you to use this information for commercial purposes. The modification, further processing and use in media of any kind is not permitted. Any further commercial use is possible only with prior written consent from us.
- 12.2 The unauthorised use of the logos or trademarks of third parties represented on our Website is a violation of their rights and is not permitted.
- 12.3 Wissle reserves the right to:

- 12.3.1 modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- 12.3.2 amend these terms and conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to regularly stay up to date with the terms and conditions to determine whether or not they have been amended. If you do not agree to any change to these terms and conditions then you must immediately stop use of the Website.
- 12.4 Wissle undertakes to take reasonable steps to maintain the Website. The Website is subject to change from time to time. Wissle shall not be liable for any compensation as a result of the user not being able to use any part of the Website as a result of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.
- 12.5 Your continued use of the Website following the posting of any amendments to these terms and conditions will result in a tacit acceptance of the amendments.

13. THIRD PARTY LINKS

In an attempt to provide increased value to our users, we may provide links to other websites or resources. You acknowledge and agree that Wissle shall not be responsible for the availability of such external sites or resources, and do not endorse and shall not be responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including and without limitation any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

14. MONITORING

Wissle has the right, but is not obligated, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

15. CONTACT

By utilising the Website and providing your contact information, you agree that we may contact you directly via any method, including, but not limited to email, telephone, WhatsApp and/or SMS.

16. UPDATES AND CHANGES TO THE TERMS AND CONDITIONS

Wissle reserves the right to amend, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is your obligation to stay up to date with the Terms and Conditions on the Website for changes or updates. Your continued use of this Website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

17. APPLICABLE LAW AND JURISDICTION

The law of the South African Republic shall apply to all legal transactions or other legal relations with us.

18. SEVERABILITY

Should any of these terms and conditions wholly or in part become legally ineffective, the validity of these terms and conditions shall not be affected thereby. The statutory provisions shall replace the invalid provisions. The same applies if the terms and conditions have an unforeseen omission.