

Terms and conditions

1 TERMS AND CONDITIONS

Welcome to WattEv2Buy, a global Plug-In Electric Vehicle focused online trading platform. These terms and conditions are intended to help keep WattEv2Buy a safe place to trade.

1.1 Acceptance of terms and conditions: The terms and conditions are the terms on which WattEv2Buy offers you access to the Services and the Website. By registering as a member of WattEv2Buy you accept these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Services.

1.2 Amendment of terms and conditions: As WattEv2Buy operates in a changing commercial, technological and regulatory environment, we may amend these terms and conditions from time to time. We will communicate all changes by Site Announcement. Occasionally, we may make urgent changes, but will generally give you at least two weeks' notice to review these changes. We may also seek your feedback on proposed changes on the Message Board, or, for significant changes notify you directly via email. Unless otherwise stated, amendments will be effective immediately upon posting of the amended terms and conditions on this Website. You are responsible for ensuring you are familiar with the latest terms and conditions. Your continued use of the Services represents your agreement to be bound by the terms and conditions as amended.

These terms and conditions were last updated 16 August 2016.

1.3 Terminology: In these terms and conditions, the following expressions have the meanings set out:

'auctions' include listings with a 'buy now' only price;

'item', 'items' means goods or property that may be bought or

sold through the auction or classified process;
'member' means a registered member of WattEv2Buy;
'Member Service(s)' means a trade or business service that has been advertised by a WattEv2Buy member in the Services Category;
'Services' means any one or more of the services offered by WattEv2Buy, from time to time, including online auctions, classifieds, message boards, sms alerts and any other service that WattEv2Buy may offer;
'Services Category' means the category on the WattEv2Buy homepage where members can list services;
'we', 'us' and 'our' are a reference to WattEv2Buy;
'you' and 'your' are a reference to you;
'Website' means any WattEv2Buy website or mobile app or any other online platform through which the services are offered;
'listing' means a listing on the Website through which you offer, negotiate, buy, sell or advertise any item, service or job, whether by auction or classified;
'seller' includes any person placing a listing.

2 SPECIFIC WARNINGS

2.1 The Services: WattEv2Buy provides a venue to introduce members who want to buy and sell. WattEv2Buy does not take any part in the sale of items other than by providing our Website as a venue for members. If an offer is accepted by a seller, a contract of sale will be formed between the buyer and the seller directly. We do not act as agent for either party and do not participate in any sale or transaction between you and other members, including where you use the credit card service.

2.2 At your own risk: Transactions and all other contact between you and other members are conducted entirely at your own risk. You agree that WattEv2Buy takes no responsibility or liability for any misconduct of any of its members including, without limitation, members that have

registered under false pretences or who attempt to defraud you. WattEv2Buy gives no undertakings, representations, or warranties in relation to items sold or listed on the Website, or Member Services advertised or offered through the Services Category including:

- a about ownership of any item;
- b as to the content, safety, description, worthiness, quality, or legality of the items or Member Services that are listed on the Website;
- c as to the accuracy or truth of listings;
- d that any item, or Member Service listed in the Services Category, will meet your requirements or expectations; or
- e about the ability of members to complete a transaction, including credit card transactions.

2.3 Disclaimer: You expressly understand and agree that:

- f your use of the Services is at your sole risk. The Website and Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law and without limiting clause 2.2, WattEv2Buy disclaims and excludes all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement;
- g where Member Services are offered in the Services Category, WattEv2Buy disclaims and excludes liability for any guarantees that a Member Service will be carried out with reasonable care and skill, fitness for a particular purpose, time of completion or price for the provision of a Member Service;

- h WattEv2Buy does not warrant that i) the Services provided will be uninterrupted, timely, secure, or error free, or ii) that any information (including feedback) provided on the Website is error-free or reliable;
- i no advice or information that is obtained by you from WattEv2Buy or anyone else shall create any warranty by WattEv2Buy that is not expressly stated in the terms and conditions; and
- j responsibility for the content of advertisements appearing on this Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements on the Website does not constitute WattEv2Buy's recommendation or endorsement of the advertised product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.
- k while WattEv2Buy may facilitate payment for some items by credit card, WattEv2Buy is in no way involved in the transaction itself, and responsibility for any refund rests with the seller.
- l while WattEv2Buy has systems in place to reduce the risk of credit card fraud, WattEv2Buy is not responsible for protecting members from credit card fraud. WattEv2Buy's fraud protection systems may from time to time block legitimate credit card payments. In these cases payment will need to be made by other means.

2.4 Liability: You agree that, to the maximum extent permitted by law, any and all liability and responsibility of WattEv2Buy to you or any other person under or in connection with these terms and conditions, or in connection with the services, this Website, another Member's acts or omissions, or your use of or inability to use, the services or this Website, is excluded

regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. WattEv2Buy's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

2.5 Indemnity: You agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these terms and conditions, your failure to complete a transaction, your use of WattEv2Buy's message boards, your sale or attempted sale of an item prohibited under clause 4.2(e), or arising out of any content or item you submit, post, transmit, or make available through the Services.

2.6 Breach: Without limiting any other rights and remedies available to WattEv2Buy, WattEv2Buy may limit your activities on the Website, remove your bids, listings or other content, warn other members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our Services to you if you breach these terms and conditions, in particular, your obligations under Clause 4, or where WattEv2Buy considers it appropriate.

2.7 Additional rules: In addition to the terms and conditions set out in this document the [Listing Policies](#) form part of these terms and conditions.

3 BECOMING A MEMBER

3.1 Becoming a Member: Becoming a basic member is free. You must be at least 18 years old. By registering as a member, you warrant that you can form a legally binding contract.

3.2 Accurate Information: You warrant that you have provided complete, accurate and current personal information when registering as a member. You must maintain and update your personal information held by WattEv2Buy to ensure it is kept current at all times. WattEv2Buy may phone or mail you to verify these details. You must not register as a member under multiple identities or personas (whether false or not). However, at WattEv2Buy's discretion, you may create a business membership in addition to your personal membership.

3.3 Termination of membership: WattEv2Buy reserves the right to decline to register or to terminate your membership without entering into further discussions with you. Without limiting the foregoing, WattEv2Buy may terminate your membership if a serious complaint or multiple complaints are received about you from other members, if you breach these terms and conditions, if you impersonate another member, or if we, at our sole discretion, deem your behaviour to be unacceptable. Members who have registered under multiple aliases will have all of their aliases disabled. When limiting your activities on the Website WattEv2Buy may consider offsite conduct such as prior criminal convictions, insolvency, or any other conduct that puts our community or systems at risk. In the event of termination, you also agree that you will not open or attempt to open any new WattEv2Buy memberships. You may at any time close your WattEv2Buy membership by giving us three days' notice in writing. If you close your membership, or if it is terminated by WattEv2Buy, your ability to use the WattEv2Buy website will end. To the extent that you continue to access the site, clauses 2.2-2.5, 4.1 and 6.8 of these terms continue to apply.

3.4 Security of your login information: You are responsible for keeping your login information, including your email address and password, secret and secure. Without limiting the foregoing, you agree:

- a not to permit any other person to use your user name or

membership; and

- b not to disclose, or provide to any other person, your password, email address, date of birth or any other information in connection with your membership that may allow them to gain access to your membership.

3.5 Emails and newsletters: WattEv2Buy will send you emails relating to your membership, transactions and other activities on the Website, and for promoting and marketing other WattEv2Buy products and Services to you. WattEv2Buy may also send regular electronic newsletters to members. Newsletters will contain clear and obvious instructions for how you can unsubscribe from the mailing list.

3.6 Other ways to access WattEv2Buy and WattEv2Buy-related data: WattEv2Buy provides an application programming interface (API) to enable software to interface with the Website. The API enables developers to build new applications for our members to use. We use it ourselves to power our mobile applications. As a result, information you publish on WattEv2Buy may be accessed through the API and may appear in other places such as applications or websites. Also, if you grant an application permission to access your WattEv2Buy account, that application will be able to access information that you can see when you are logged in to WattEv2Buy. If someone is using an application to access WattEv2Buy and trades with you, that application may be able to access information that you provide to the other person during the trading process, such as your email and delivery address.

4 GENERAL RULES

4.1 General

- a All listings, bids or communications made through WattEv2Buy shall be made in good faith.

- b You must not damage, interfere with or harm the Website or Services, or any network, or system underlying or connected to them, or attempt to do so.
- c You may not use a robot, spider, scraper or other unauthorized automated means to access the Website or information featured on it for any purpose.
- d You shall not list your email address, phone number or any other contact detail within comments and/or questions or in the WattEv2Buy message boards.
- e Notwithstanding 4.1d above, you may enter your appropriate contact details in the relevant contact detail fields of those listing categories which specifically provide for those details, i.e. Motors and classifieds.
- f You must list classifieds in your chosen currency and include GST / VAT in the price depending on the relevant law of the country in which the transaction will be concluded.. All tax obligations are the responsibility of the seller and/or the buyer (as the parties determine).
- g Attempts by you to avoid fees, including through multiple memberships or otherwise, may result in WattEv2Buy suspending or terminating your membership at the discretion of WattEv2Buy.
- h You must not use the Services or the Website to promote items for sale outside the Services.
- i You are responsible for any actions taken through your membership. WattEv2Buy memberships are not transferable and therefore cannot be sold, leased, lent or traded without specific written authorization from WattEv2Buy.

4.2 Your obligations as a seller

- j Sellers must be located in the country specified by them. Sellers outside of these countries are not permitted to sell on WattEv2Buy, unless specifically authorized in writing by WattEv2Buy.
- k You will only enter listings that are accurate, current, complete, and include all relevant information about the terms of sale, payment terms, shipping methods and who bears the cost of shipment. You must list an item in one category only which must be the most appropriate category for your item. If your item is likely to attract customs duty for buyers, you must ensure that this is clearly indicated in your listing.
- l You will only place listings for items that exist, are to be sold, and that you are legally entitled to sell. You will only list items that are in your possession, except where WattEv2Buy has approved otherwise in writing.
- m All listings must comply with the law of the country in which the classified is placed and the transaction will be concluded. You must not list anything that is illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), stolen, or unsafe, anything which infringes copyright or other intellectual property rights, items which have been illegally imported or which would require illegal import or export in order to complete the transaction, or any item of which the sale is prohibited by, or violates any, law. You are responsible for ensuring that any listing by you does not breach this clause 4.2(e). You agree that WattEv2Buy may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) if we consider that you are in breach of

this clause 4.2(e) at any time.

- n You must ensure you hold the copyright or are otherwise licensed to use any images you add to your listings.
- o WattEv2Buy classifieds may be used by individuals or businesses to list specific items only and must not be used for multiple or generic item listings. You must not place multiple listings for a single item.
- p Your listing may only contain a URL for a website that contains further information on the item you have listed. This website must not offer any items for sale, or contain contact details. You must not use WattEv2Buy listings to promote a business or website other than one for sale in your listing.
- q You must not use the Services or the Website to sell items that are of a speculative nature including, but not limited to, pyramid or similar schemes.
- r You must not manipulate prices or assuming multiple roles in a single transaction.
- s For classifieds, you may choose to sell to any buyer at your discretion.
- t Listings are not pre-screened for content. WattEv2Buy reserves the right to remove any listing that it deems unsuitable or in breach of the terms and conditions.
- u You agree to your email address being provided registered buyers.
- v You must not charge unreasonable amounts for shipping and packaging costs.

- w Regardless of whether you are a motor vehicle trader or not, if you are selling a car on WattEv2Buy, you are required to ensure that the buyer of the motor vehicle takes the motor vehicle free of any security interest, and you must disclose in the listing whether there is any security interest over the vehicle.

4.3 Your obligations as a buyer

- x You must take note of the currency and country category in which the vehicle is offered for sale.
- y You must make full and prompt payment for any item you buy.
- z You agree to your email and delivery address being provided to the seller.
- aa If sellers complains about you. After 3 such complaints, WattEv2Buy may suspend or terminate your membership.

4.4 Feedback

- bb Ratings is provided for the purpose of facilitating trading on the WattEv2Buy Website. Ratings you provide on other members must not contain offensive, defamatory, retaliatory or inappropriate language or content. WattEv2Buy may remove any feedback that we consider to be offensive, defamatory, retaliatory or inappropriate.
- cc You must not include any contact details or personal information in your feedback.

5 FEES AND ACCOUNTS

5.1 WattEv2Buy Listing Fees and Success Fees

- a WattEv2Buy charges fees for the use of the Website as a venue.
- b WattEv2Buy's current fees are listed on the Subscription Page.
- c Any non-commission listing fees are charged at the time of listing and are not refundable. WattEv2Buy may (at our sole discretion). WattEv2Buy will only issue refunds in the form of credit to the WattEv2Buy account of the member. Cash refunds will not be issued. Credits on accounts with WattEv2Buy are not transferable between members.
- d WattEv2Buy reserves the right to change the fees charged for any of our Services at any time. In the event that we introduce a new Service, the fees for that Service are effective at the launch of the Service, unless otherwise stated.
- e All fees are inclusive of VAT.
- f Before listing an item, you should review WattEv2Buy's fees to ensure you are aware of the fees that you will incur.
- g You must pay the fees immediately upon demand by WattEv2Buy.

6 5.2 WattEv2Buy Accounts

- a You must settle any negative account balance immediately. WattEv2Buy reserves the right to take action against you, including (without limitation) deducting any amount owed

by you from the credit balance of any account operated by you, to recover outstanding debts. You are liable for all expenses (including legal fees) that WattEv2Buy incurs when collecting that debt.

- b WattEv2Buy will ensure that, at all reasonable times, you can check the credits for the amount of products you can still list on your 'Dashboard' page.

7 GENERAL PROVISIONS

6.1 System Integrity: WattEv2Buy will use its reasonable endeavours to ensure the availability of the Website and Services, subject to any downtime required for maintenance. However, WattEv2Buy takes no responsibility for any system unavailability, or for any loss that is incurred as a result of Website or Services being unavailable. Further, WattEv2Buy assumes no responsibility for the corruption of any data or information held by WattEv2Buy.

6.2 Resolution of disputes: As WattEv2Buy is not a party to any sale or transaction between you and another member, you agree not to involve, or attempt to involve, WattEv2Buy in any dispute or in the resolution of disputes that arise between you and another member as a result of the Services provided, other than as provided in clause 4.3 i (i). If you wish to take Disputes Tribunal (or other) proceedings against another member, you can contact WattEv2Buy for a statutory declaration form, which must be completed before we will consider releasing anyone else's information to you. You may only request contact details for the sole purpose of making a claim.

6.3 WattEv2Buy Message Boards and Reviews: WattEv2Buy provides Message Boards for the use of WattEv2Buy members. The Message Boards may not be used to promote auctions, websites or any commercial or business activity. WattEv2Buy is not responsible for any of the opinions

expressed in the Message Boards. By posting a message to the message board you agree to take full legal responsibility and liability for your comments, including for offensive or defamatory statements.

6.4 Force Majeure: Without prejudice to clause 2.3(a), WattEv2Buy has no liability for any lack of performance, unavailability or failure of the Services or the Website, or for any failure of WattEv2Buy to comply with these terms and conditions where the same arises from any cause reasonably beyond the control of WattEv2Buy.

6.5 No Waiver: If we do not exercise or enforce any right available to us under these terms and conditions, it does not constitute a waiver of those rights.

6.6 Partial Invalidity: If any provision of these terms and conditions becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.

6.7 Governing Law: These terms and conditions are governed by the laws of South Africa. You submit to the non-exclusive jurisdiction of the Courts of South Africa.

6.8 Intellectual Property Rights: WattEv2Buy (and its licensors or suppliers, as the case may be) owns all proprietary and intellectual property rights in the Website (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of the Services and the Website.

- a You may not without our prior written permission, in any form or by any means:
 - i Adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from

any part of this Website; or

- ii Commercialise, copy, or on-sell any information, or items obtained from any part of this Website.
- b wattEV2Buy is a registered Trade Mark and is used with the permission of Wynand Goosen.

8 6.9 **Entire agreement:** These terms and conditions supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these terms and conditions.

6.10 **Privacy:** WattEv2Buy collects, uses and discloses personal information about you, as outlined in detail within our [privacy policy](#).