

## USER AGREEMENT:

### TERMS AND CONDITIONS OF USE OF ALL SYSTEMS OFFERED BY LIGHTSTONE AUTO

entered in favour of

LIGHTSTONE (PROPRIETARY) LIMITED

#### 1. Terms

- 1.1. This document sets out the Lightstone (Proprietary) Limited ("**Lightstone**") terms and conditions ("**Terms**") pertaining to the access of and use of the services and functions provided on and through all Systems ("**System**").
- 1.2. Should you ("**you**" and/or "**user**": which shall mean any person (and specifically including but not limited to F&I consultants) that accesses the System) disagree with any of the Terms, you must refrain from accessing the System and/or using Lightstone's services.
- 1.3. Lightstone reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the System. Each time a user accesses the System and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Lightstone from time to time.
- 1.4. In the event of a dispute as to the content of the Terms at any time, a certificate signed by the administrator responsible for maintaining the System shall be prima facie proof of the date of publication and content of the current version and all previous versions of the Terms.

#### 2. Limited License and Usage

Subject to any further terms and conditions that may be imposed from time to time, Lightstone hereby grants to the user, subject to these Terms, a personal, non-exclusive, non-transferable, limited and revocable right to access, display, use and download content from the System.

#### 3. Registering, Access to System, Password, Username and Privacy

- 3.1 Prior to making use of the services available on the System, you are required to provide Lightstone with personal information which may include without limitation, your name, email address, physical address and age. The user must ensure that all the details provided are true and correct. Lightstone shall not be liable for any expenses, costs or damages incurred as a result of incorrect details. Lightstone assures its users that it respects your privacy and is committed to safeguarding your privacy online. Lightstone shall take all reasonable steps to protect the personal information of users and is committed to acting in accordance with legislative and regulatory requirements at all times.
- 3.2 Once you have registered, you shall be provided with a username and password, as allocated to you by Lightstone. Such username and password shall be used to access the protected areas of the System. By accessing the System, you warrant and represent to Lightstone that you are legally entitled to do so.
- 3.3 On registering as a user, you agree and warrant that your username and password shall only be used by you personally and shall not be disclosed to any third party. You shall accordingly assume full responsibility for all activities on the System undertaken through use of your username and password. In the event of any third party acquiring or having unauthorised use of your username or password, you shall notify Lightstone immediately. You shall thereafter refrain from making use of the System's services until such time that a new username and password has been allocated to you by Lightstone.

#### 4. Obligations of the User

- 4.1 When using the System to submit an application or information of a potential buyer/consumer (“**consumer**”), you agree and warrant that you will only do so after properly identifying the consumer and providing confirmation of such identification by entering the PIN supplied by Lightstone.
- 4.2 You warrant that all information and data captured on to the System by you in respect of the consumer and any vehicle in which the consumer is interested is accurate and is as supplied by the consumer.
- 4.3 You are required to indicate on the System whether and the purposes for which Lightstone can send information to consumers. You are required to obtain this information directly from the consumer and Lightstone shall act according to such information. You accordingly unconditionally and irrevocably indemnify Lightstone and hold Lightstone harmless against all loss, damages, claims and/or costs of whatsoever nature suffered or incurred by Lightstone or instituted against LIGHTSTONE as a direct or indirect result of any misrepresentation by you as to the consumer’s consent to information.
- 4.4 As a user of the Lightstone Auto Dealer Portal you will receive a username and password to access the System, submit deals and manage deals. You will have access to personal and dealer related data linked to finance transactions. It is your responsibility to protect your username and password and not give it to any third party. Should you hand out you’re your password to any third party you will still be liable for all actions done on the System.
- 4.5 When signing up a customer by means of an electronic signature you will be issued a PIN linked to a specific transaction. This PIN will link you at all times to the transaction for future reference and you are not allowed to give that PIN to any third party to do the witnessing of the customer signature on your behalf. Should you give that PIN to a third party you will still be seen as the responsible person for concluding that transaction.

#### 5. Content of the System

- 5.1 Lightstone reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the System and any information or content on the System.
- 5.2 Lightstone makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the System, including without limitation:
  - 5.2.1 Lightstone does not warrant that the System or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Lightstone expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
  - 5.2.2 Whilst Lightstone has taken reasonable measures to ensure the integrity of this System and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this System are free of viruses, Trojans, time bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the user’s System; and
  - 5.2.3 Lightstone disclaims any responsibility for the verification of any claims. Information published on this System may be done so in the format in which Lightstone receives it and statements from external parties are accepted as fact.
- 5.3 If and to the extent that the user wishes to make use of a fingerprint scanning device, or any similar or comparable biometric scanning device (“**Device**”), with the purpose of identifying a consumer with reference to his or her biometric data (“**Biometric Data**”) the user shall do so at its own cost and risk. The user acknowledges and agrees that it has the responsibility to obtain the consumer’s consent to access and retain the Biometric Data as contemplated in section 26 of the Protection of Personal Information Act, 2013 (“**POPI Act**”). The user warrants, represents and undertakes to Lightstone that it shall not use the Biometric Data in any manner that contravenes the provisions of the POPI Act and indemnifies and keeps harmless Lightstone from any claim that may arise as a result of the user’s breach of this warranty, representation and/or undertaking. Lightstone shall install such software on each registered user’s personal computer to enable the Device to connect and transmit the Biometric Data to the System, which software shall for purposes of this Agreement form part of the System. However, the System simply provides an interface for the South African Banking Risk Information Centre and accordingly, Lightstone shall not be liable for any errors or omissions regarding the transmission, comparison or any other similar action or result following the processing of the Biometric Data.

## 6. Usage Restrictions

The user hereby agrees that it shall not itself, nor through a third party:

- 6.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, license, sub-license, encumber or in any other way deal with any portion of the System for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 6.2 decompile, disassemble or reverse engineer any portion of the System;
- 6.3 write and/or develop any derivative of the System or any other software program based on the System;
- 6.4 modify or enhance the System. (In the event of a user effecting any modifications or enhancements to the System in breach of this clause, such modifications and enhancements shall be the property of Lightstone);
- 6.5 without Lightstone's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the System by persons other than the user; and
- 6.6 remove any identification, trademark, copyright or other notices from the System.

## 7. Security

- 7.1 In order to ensure the security and reliable operation of the services to all Lightstone users, Lightstone hereby reserves the right to take whatever action it finds necessary to preserve the security, integrity and reliability of the System, its network and back-office applications.
- 7.2 You may not utilise the System in any manner which may compromise the security of Lightstone's networks or tamper with the System in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the System, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the System, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Lightstone suffer any damage or loss, civil damages shall be claimed by Lightstone against the user.
- 7.3 Any user who commits any of the offences detailed in Chapter 13 of the ECT Act (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Lightstone and its affiliates, agents and/or partners.

## 8. Intellectual Property Rights

- 8.1 For the purpose of this clause, the following words shall have the following meanings ascribed to them:
  - 8.1.1 "copyright" means whether existing now or in the future, in and to, the software including without limitation, designs and documentation relating thereto;
  - 8.1.2 "intellectual property rights" means all intellectual property of any nature whatsoever owned and/or controlled directly or under license by Lightstone, including without limitation, Lightstone's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright relating to the software, whether registered or not.
- 8.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, private information, designs, agreements, and multimedia works, published on or via the System, are the property of, or are licensed to, Lightstone and as such are protected from infringement by local and international legislation and treaties.
- 8.3 All rights not expressly granted are reserved. The copyright in all content, information and logos vesting in the System shall continue to vest in Lightstone and no right, title or interest in any proprietary material or information contained in this System is granted to you.

- 8.4 Except with Lightstone's express written permission, no logo, graphic, sound or image from this System may be copied or retransmitted.
- 8.5 Irrespective of the existence of copyright, the user acknowledges that Lightstone is the proprietor of all material on the System (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.

## 9. RISK, LIMITATION OF LIABILITY AND INDEMNITY

- 9.1 THE USER'S USE OF THIS SYSTEM AND THE INFORMATION CONTAINED ON THE SYSTEM IS ENTIRELY AT THE USER'S OWN RISK AND THE USER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF.
- 9.2 THE TRANSMISSION OF INFORMATION VIA THE INTERNET, INCLUDING WITHOUT LIMITATION EMAIL, IS SUSCEPTIBLE TO MONITORING AND INTERCEPTION. THE USER BEARS ALL RISK OF TRANSMITTING INFORMATION IN THIS MANNER. UNDER NO CIRCUMSTANCES SHALL LIGHTSTONE BE LIABLE FOR ANY LOSS, HARM, OR DAMAGE SUFFERED BY THE USER AS A RESULT THEREOF. LIGHTSTONE RESERVES THE RIGHT TO REQUEST INDEPENDENT VERIFICATION OF ANY INFORMATION TRANSMITTED VIA EMAIL AND THE USER CONSENTS TO SUCH VERIFICATION SHOULD LIGHTSTONE DEEM IT NECESSARY.
- 9.3 TO THE EXTENT PERMISSIBLE BY LAW:
- 9.3.1 NEITHER LIGHTSTONE, ITS AFFILIATES, SHAREHOLDERS, AGENTS, CONSULTANTS OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING (WHETHER IN AN ACTION ARISING OUT OF CONTRACT, STATUTE, DELICT OR OTHERWISE) RELATED TO THE USE OF, OR THE INABILITY TO ACCESS OR USE THE CONTENT OF THE SYSTEM OR ANY FUNCTIONALITY THEREOF, OR THE INFORMATION CONTAINED ON THE SYSTEM, OR OF ANY LINKED WEBSYSTEM, EVEN IF LIGHTSTONE KNOWS OR SHOULD REASONABLY HAVE KNOWN OR IS EXPRESSLY ADVISED THEREOF.
- 9.3.2 THE LIABILITY OF LIGHTSTONE FOR FAULTY EXECUTION OF THE SYSTEM AS WELL AS ALL DAMAGES SUFFERED BY THE USER, WHETHER DIRECT OR INDIRECT, AS A RESULT OF THE MALFUNCTIONING OF THE SYSTEM SHALL BE LIMITED TO LIGHTSTONE RECTIFYING THE MALFUNCTION, WITHIN A REASONABLE TIME AND FREE OF CHARGE, PROVIDED THAT LIGHTSTONE IS NOTIFIED IMMEDIATELY OF THE DAMAGE OR FAULTY EXECUTION OF THE SYSTEM. THIS LIABILITY SHALL FALL AWAY AND BE EXPRESSLY EXCLUDED IF THE USER ATTEMPTS TO CORRECT OR ALLOWS THIRD PARTIES TO CORRECT OR ATTEMPT TO CORRECT THE SYSTEM WITHOUT THE PRIOR WRITTEN APPROVAL OF LIGHTSTONE. HOWEVER IN NO EVENT SHALL LIGHTSTONE BE LIABLE TO THE USER FOR LOSS OF PROFITS OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR ITS USE OR THE DELIVERY, INSTALLATION, SERVICING, PERFORMANCE OR USE OF IT IN COMBINATION WITH OTHER COMPUTER SOFTWARE.
- 9.3.3 YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY LIGHTSTONE AND AGREE TO HOLD LIGHTSTONE FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE SUFFERED OR INCURRED BY LIGHTSTONE OR INSTITUTED AGAINST LIGHTSTONE AS A DIRECT OR INDIRECT RESULT OF:
- 9.3.3.1 YOUR USE OF THE SYSTEM;
- 9.3.3.2 SOFTWARE, PROGRAMS AND SUPPORT SERVICES SUPPLIED BY, OBTAINED BY OR MODIFIED BY YOU OR ANY THIRD PARTY WITHOUT THE CONSENT OR KNOWLEDGE OF LIGHTSTONE;
- 9.3.3.3 YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS OR ANY OTHER REQUIREMENTS WHICH LIGHTSTONE MAY IMPOSE FROM TIME TO TIME;
- 9.3.3.4 THE ACTIONS OR REQUIREMENTS OF ANY TELECOMMUNICATIONS AUTHORITY OR A SUPPLIER OF TELECOMMUNICATIONS SERVICES OR SOFTWARE; OR

9.3.3.5 ANY UNAVAILABILITY OF, OR INTERRUPTION IN, THE SYSTEM WHICH IS BEYOND THE CONTROL OF LIGHTSTONE.

9.4 LIGHTSTONE MAKES NO WARRANTY OR REPRESENTATION AS TO THE AVAILABILITY, ACCURACY OR COMPLETENESS OF THE CONTENT OF THE SYSTEM. YOU EXPRESSLY WAIVE AND RENOUNCE ALL YOUR RIGHTS OF WHATEVER NATURE THAT YOU MAY HAVE AGAINST LIGHTSTONE FOR ANY LOSS SUFFERED BY YOU, AS A RESULT OF INFORMATION SUPPLIED BY OR THROUGH THE SYSTEM BEING INCORRECT, INCOMPLETE OR INACCURATE.

## **10. Breach; Cancellation by Lightstone**

10.1 Lightstone is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, cancel a user's Lightstone account and/or license, limit or deny such user use of the System, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Lightstone's right to claim damages, should any user:

10.1.1. breach any of these Terms;

10.1.2. in the sole discretion of Lightstone, use the System in an unauthorised manner; or

10.1.3. infringe any statute, regulation, ordinance or law.

10.2 Breach of these Terms entitles Lightstone to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Lightstone on an attorney and own client scale.