

UCHECKIT

TERMS AND CONDITIONS

UCheckIt (Hereinafter referred to as the “**Service**”) is a premium rated “Automobile Valuation Look-Up Service” which provides free “valuations” and also offers an **End-User** the option of obtaining a full verification report charged at R 99.00 (Ninety-Nine Rand) per verification report (Network charges and bank transaction fees may also apply).

The **Service** is offered by Smartcall Technology Solutions (Pty) Ltd (Hereinafter referred to as the “**Service Provider**”) in conjunction with its technical platform provider and payment facilitation partner, Smartcall Technology Solutions (Pty) Ltd (Hereinafter referred to as “**STS**”).

To utilise the **Service**, simply visit the website and select one of the options.

Bill-payers consent is required and errors will be billed.

Notwithstanding the **Service Providers** best efforts, the **Service Provider** cannot guarantee the accuracy of the reports generated in terms of the **Service**, and the **End-User** accordingly agrees to indemnify and hold the **Service Provider**, including **STS**, harmless against any losses it, or any other 3rd party, may sustain, howsoever arising, pursuant to its reliance upon the **Service**.

Any **End-User** who is under the age of 18 (eighteen) may only access the **Service** with the express consent of his/her legal guardian.

Handset compatibility requirements may apply. Please contact the **Service Providers** support centre on 0115074790 to ascertain whether your particular handset is compatible with the **Service**.

The following terms and conditions (Hereinafter referred to as these “**Terms**”) govern the use of the **Service** and constitutes a valid and binding agreement between the **End-User** of the **Service** (Hereinafter referred to as “**You**”), and the **Service Provider**.

Any use of the **Service** by **You**, is subject to your acceptance of these **Terms** without modification together with the **Service Provider’s Privacy Policy** (These **Terms** the **Privacy Policy** are hereinafter collectively referred to as the “**Agreement**”).

Please read the **Agreement** carefully before accessing or using the **Service**.

By accessing or using the **Service**, You irrevocably and unconditionally agree to be bound by the **Agreement**. If **You** do not agree to all the terms and conditions of the **Agreement**, then **You** may not access or use the **Service**.

1. USE OF THE SERVICE

- 1.1 The “UCheckIt” **Service** is an automobile valuation and verification service for use on smartphones and other web enable devices. With the “UCheckIt” **Service**, **You** can, amongst other things, obtain valuations and/or full verification reports on the value of **Your** vehicle.
- 1.2 **You** may only make use of the **Service** if **You** are capable of creating a legally a binding contract with the **Service Provider**, and only in compliance with the terms of the **Agreement** together with any and all applicable laws, rules and regulations. Anyone under the age of 18 (Eighteen) is strictly prohibited from using the **Service**, unless they have obtained the express consent of their legal guardians. The **Service** is not available to any **End-Users** previously denied access for whatsoever reason by the **Service Provider**, or whom the **Service Provider** deems undesirable and/or ineligible for whatsoever reason, which determination shall lie within the unfettered discretion of the **Service Provider** and for which the **Service Provider** shall not be required to provide reasons therefor.
- 1.3 **You** undertake to only use the **Service** for legal purposes and with the express and informed consent of any person whose consent may be required for purposes of using the **Service**, ie: parents, owners of the vehicles being valued, etc..
- 1.4 **You** undertake to refrain from using the **Service** for any purpose which may constitute fraud, an illegal/unlawful activity, incite violence or cause any harm to any other persons whatsoever.

2. RESPONSIBILITY OF END USERS

- 2.1 If, in the use of the **Service** or otherwise, **You** create or submit any content whatsoever, or allow any third party to create or submit any content, **You** are entirely responsible and liable for the content so produced and/or submitted, and for any harm, howsoever arising, resulting therefrom regardless of whether the content in question constitutes text, graphics, video, location data, binary data or any other content. By submitting content in any manner, **You** expressly represent and warrant that:
 - 2.1.1 The processing, storing, downloading, copying and use of the content by the **Service Provider** and/or any other 3rd party will not infringe the proprietary rights, including but not limited to, the intellectual property rights, license rights, copyright, patent, trademark or trade secret rights, of any third party;
 - 2.1.2 If **Your** employer or any other 3rd party, has any rights in and to the content **You** create and/or submit, **You** have either (i) received permission from **Your** employer, or such other 3rd party, to submit or make available the content, including but not limited to any software, or (ii) secured from **Your** employer, or such other 3rd party, a

waiver as to all rights in or to the content;

- 2.1.3 **You** have fully complied with any third-party licenses relating to the content, and have done all things necessary to successfully allow other 3rd parties to use the content;
- 2.1.4 By submitting content to the **Service Provider** for use in providing the **Service**, **You** grant the **Service Provider** an irrevocable, unlimited, worldwide, royalty-free, and non-exclusive license to, inter alia, use, process, reproduce, reverse engineer, modify, adapt and publish the content. **You** accordingly indemnify and hold harmless the **Service Provider**, together with **STS**, against any and all damages, losses, costs, expenses, claims, fines, penalties and the like, which **You** or any other 3rd party may incur, howsoever arising, as a result of the submission and/or creation of content by **You**.
- 2.1.5 There will be no tolerance for objectionable content and/or abusive users, as may be determined by the **Service Provider** in its unfettered discretion. Without limiting any of the aforementioned representations or warranties, the **Service Provider** has the right (though not the obligation) to, at the **Service Provider** sole discretion (i) refuse or remove any content that violates the **Agreement** or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the **Service** to any individual or entity for any reason, at the **Service Provider's** sole discretion. The **Service Provider** will have no obligation to provide a refund of any amounts previously paid, nor provide reasons for its decisions. The **Service Provider** reserves its rights to report objectionable content to any relevant enforcement authority.
- 2.1.6 The **Service Provider** cannot be responsible for that content, its use or its effects. In providing the **Service**, the **Service Provider** does not represent, whether expressly, tacitly, by implication or otherwise, that it endorses the content, or that it believes such content to be accurate. The content may contain technical inaccuracies, typographical mistakes, and other errors.
- 2.2 By making use of the **Service**, **You** (the **End-User**) expressly grant the **Service Provider** (Lightstone (Pty) Ltd) and **STS** (where applicable) authorisation to access and use all **End-User** data collected through the use of the **Service** including the use of the valuation and/or verification products generated through the **Service**
- 2.3 The authorisation referred to above extends to the processing, analysis, storage and retrieval of **End-User** data, for the purposes of, inter alia, enhancing **Service** functionality, improving the **End-User's** experience when using the **Service**, conducting research and development and for any other legitimate business purposes deemed necessary and/or appropriate by the **Service Provider** from time to time.
- 2.4 You may not use the **Service** to,
 - 2.4.1 Intentionally engage in illegal conduct;
 - 2.4.2 Knowingly create, store or disseminate any illegal content;

- 2.4.3 Knowingly infringe copyright;
- 2.4.4 Knowingly infringe intellectual property rights, and/or;
- 2.4.5 Send spam and/or promote the sending of spam.
- 2.5 The **Service Provider** reserves its rights to suspend and/or terminate your use of the **Service** should **You** utilise it in a manner that is inconsistent with the above and/or the terms of the **Agreement**.

3. **INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this **Agreement** or elsewhere, is intended to transfer from the **Service Provider** and/or **STS** to **You** any intellectual property, and all right, title and interest in and to such property will remain (as between the **Parties**) solely with the **Service Provider** and/or **STS**, as the case may be. All trademarks, service marks, graphics and logos used in connection with the **Service** are trademarks of the **Service Provider** and/or the **Service Provider**'s licensors. **Your** use of the **Service** grants **You** no right or license to reproduce or otherwise use any of such trademarks.

4. **ADVERTISEMENTS**

- 4.1 The **Service Provider** reserves the right to display advertisements in the **Service** and by using the **Service**, **You** expressly and irrevocably consent thereto.

5. **CHANGES**

- 5.1 The **Service Provider** reserves the right, in its sole and absolute discretion, to amend, delete or replace any provision of the **Agreement**. **You** are solely responsible to check this **Agreement** periodically for changes. **Your** continued use of the **Service** following any changes to the **Agreement** constitutes an irrevocable acceptance of those changes. The **Service Provider** may also, in the future, offer new services and/or features through the **Service** (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of the **Agreement**, as amended from time to time.

6. **TERMINATION AND SUSPENSION**

- 6.1 The **Service Provider** may forthwith temporarily suspend, and/or permanently terminate, **Your** access to all, or any part, of the **Service** at any time, with or without cause and with or without notice. If **You** wish to terminate this **Agreement**, **You** may simply discontinue using the **Service**. All provisions of this **Agreement**, which by their nature should survive termination, shall survive termination, including without limitation, any and all ownership provisions, warranty disclaimers, indemnity and limitations of liability.

7. **DISCLAIMER OF WARRANTIES**

- 7.1 The **Service** is provided as is. The **Service Provider** , including, inter alia, **STS** and the **Service Providers** duly appointed suppliers and licensors, hereby disclaim all warranties of any kind, expressed or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither the **Service Provider**, **STS**, nor their duly appointed suppliers and/or licensors, make any warranties that the **Service** or any **Content** will be error-free or that access thereto will be continuous or uninterrupted. **You** understand that **You** download from, or otherwise obtain **Content** or make use of the **Service** entirely at your own discretion and risk.

8. **PRICING AND PAYMENT TERMS**

- 8.1 The **Service** is payable in advance. All charges for the **Service** are payable in advance. The **Service Provider** reserves the right to offer free components within the **Service** from time to time, such as a free valuation report, but does not guarantee the continued availability of such free components. Neither the **Service Provider**, nor **STS**, is responsible for any charges or expenses you incur, howsoever arising, when using the **Service**. By providing a credit card number or other payment methods with advance authorization features (e.g. some PayPal accounts), **You** authorize the **Service Provider** to continue charging the payment method for all charges due to the **Service Provider** from time to time.

9. **NO REFUNDS.**

- 9.1 **You** may discontinue **Your** use of the **Service** at any time; however, there are no refunds for any for any portion of the **Service**.
- 9.2 All information that **You** provide in connection with a purchase or transaction or other monetary transaction interaction with the **Service** must be accurate, complete, and current. **You** agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the **Service** at the prices in effect when

such charges are incurred. **You** agree that **You** will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

10. LIMITATION OF LIABILITY

10.1 In no event will the **Service Provider, STS**, their duly appointed suppliers and/or licensors, be liable in respect of any subject matter of this **Agreement** whether due to negligence, strict liability or other legal or equitable theory for:

(i) any special, incidental or consequential damages;

(ii) the cost of procurement for substitute products or services;

(iii) for interruption of use or loss or corruption of data, or;

(iv) for any amounts that exceed the fees paid by **You** to the **Service Provider** under this **Agreement** during the twelve (12) month period prior to the cause of action.

10.2 The **Service Provider** shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

11. GENERAL REPRESENTATION AND WARRANTY

11.1 **You** represent and warrant that (i) **Your** use of the **Service** will be in strict accordance with the **Service Provider's Privacy Policy**, with these **Terms** and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, regarding conduct and content) and **Your** use of the **Service** will not infringe or misappropriate the intellectual property rights of any third party.

12. INDEMNIFICATION

12.1 **You** agree to indemnify and hold harmless the **Service Provider, STS**, their duly appointed service providers, contractors, licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of **Your** use of the **Service**, including but not limited to **Your** violation of this **Agreement**.

13. MISCELLANEOUS

- 13.1 This **Agreement** constitutes the entire agreement between the **Service Provider** and **You** concerning the subject matter hereof, and these **Terms** may only be modified by an amendment by an authorised representative of the **Service Provider**. Except to the extent any applicable law or this **Agreement** provides otherwise, access to or use of the **Service** will be governed by the laws of the Republic of South Africa.
- 13.2 Except for claims for urgent, interim relief, any dispute arising under this **Agreement** shall be finally settled by arbitration in accordance with the arbitration rules (Hereinafter referred to as the “**Rules**”) published from time to time by the Arbitration Foundation of Southern Africa (Hereinafter referred to as “**AFSA**”).
- 13.3 The arbitration shall take place in Johannesburg in the Republic of South Africa, in the English language and the arbitral decision may be enforced in any court of competent jurisdiction.
- 13.4 The successful party in any action or proceeding to enforce this **Agreement** shall be entitled to costs and attorneys’ fees. If any part of this **Agreement** is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect.
- 13.5 A waiver by either party of any term or condition of this **Agreement** or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
- 13.6 You may assign your rights under this **Agreement** to any party that consents to, and agrees to be bound by, its terms and conditions; The **Service Provider** may assign its rights under this **Agreement** without condition.
- 13.7 This **Agreement** will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

14. CONTACT

You may contact the **Service Provider** at 0115074690 with any questions regarding this **Agreement** and/or to lodge a complaint in respect of the **Service**.

15. WASPA

STS is a member of the Wireless Application Service Providers Association of South Africa (“**WASPA**”) and is bound by the **WASPA** Code of Conduct accessible at www.waspa.org.za. **End-Users** have the right to approach **WASPA** to lodge a complaint in accordance with the **WASPA** complaints procedure. **STS**

and/or the **Service Provider** may be required to share information relating to the **Service** or an **End-User** with **WASPA** for the purpose of resolving a complaint. **WASPA** web site: www.waspa.org.za.

16. ECT REQUIRED INFORMATION

The Service Provider

| | |
|--|--|
| Name | Smartcall Technology Solutions (Pty) Ltd |
| Legal status | Privately held company |
| Registered address and the address for receipt of legal service of documents | 15 Eastwood drive, Dunkeld |
| Phone numbers: Customer Support Number: | 0115074690 |
| Website address | www.smartcalltech.co.za |
| Email address | info@smartcalltech.co.za |
| Place of registration | Republic of South Africa |
| Full price of goods and services | As advertised |
| Manner of payment | Mobile carrier billing, credit card billing and debit card billing. |
| Terms of agreement and URL to access terms | |
| Times for dispatch of goods and performance of services | The performance of the Service and support for the Service commences once the End-User requests a report using the Service . |
| Manner and period to access transaction records | Refer to terms and conditions above. |
| Return and refund policy | Refer to terms and conditions above. |
| Privacy policy | Privacy Policy |
| Minimum duration of agreements | Not applicable. |
| Cooling-off rights | Not applicable. |

