

USER AGREEMENT:

TERMS AND CONDITIONS OF USE OF THE SIGNIO SYSTEM OFFERED BY LIGHTSTONE AUTO, A DIVISION OF LIGHTSTONE PROPRIETARY LIMITED

1. Terms

- 1.1. This agreement sets out the terms and conditions (“**Terms**”) on which Lightstone Auto, a division of Lightstone Proprietary Limited (“**Lightstone**”) will grant to the entity described as the user in clause 1 (“**User**”) access and use of the services and functions provided on, and through, the Signio System (“**System**”).
- 1.2. Lightstone may, in its sole and absolute discretion, amend and/or replace any, or the whole, of the Terms. Such amendments shall be made available on the System and shall, with effect from the time and date at which the User agrees to the new Terms, supersede and replace any previous Terms. Each time the User accesses the System and/or uses the services, the User shall be deemed to have agreed, by such access and/or use, to the Terms, as amended and/or replaced by Lightstone from time to time.
- 1.3. Should the User (or any other person that uses the System on its behalf, and specifically including, but not limited to, any F&I consultants who access the System) disagree with any of the Terms, the User shall refrain from accessing the System and/or using Lightstone’s services.
- 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 Licence and Usage

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

3. Duration

- 3.1. The User’s access to the System shall commence on the Commencement Date as set out in clause 1 and shall continue on a month-to-month basis, provided that either the User or Lightstone may terminate the User’s access to the System on not less than 1 calendar month’s written notice.
- 3.2. On the date of termination of these Terms pursuant to clause 3.1, the User’s access to the System and the services shall terminate.
- 3.3. If and to the extent that a User wishes to re-access the System and the services following the termination of the Terms pursuant to clause 3.1, it shall do so on written notice to Lightstone, who may in its sole and absolute discretion restore such access.

4. Registering, Access to System, Password, Username and Privacy

- 4.1. Prior to making use of the services available on the System, the User is required to provide Lightstone with personal information of its employees, agents and service providers who shall be entitled to use the System, which personal information may include without limitation, that person’s name, email address, physical address and age (“**Personal Information**”). The User shall ensure that all the Personal Information provided to Lightstone is true, correct and up to date and the User warrants to Lightstone that it is duly authorised and has obtained the necessary consents to collate such Personal Information and provide it to Lightstone.
- 4.2. With effect from the date on which the Protection of Personal Information Act, 2013 (“**POPI Act**”) commences, the User shall notify Lightstone in writing of such Personal Information that Lightstone is to destroy from its records. Failing such notice, the User shall be deemed to have obtained the appropriate consent from the persons concerned in relation to the Personal Information pursuant to POPI. The User indemnifies and holds Lightstone and its employees, directors, agents and representatives harmless from any direct or indirect loss, claims, demands, liabilities, penalties, damage or expense which they may suffer or incur as a result of the breach of the warranty set out in this clause 4.2.
- 4.3. Lightstone shall not be liable for any expenses, costs or damages incurred as a result of incorrect Personal Information and/or details provided to it by the User. Lightstone shall take all reasonable steps to protect the Personal Information provided to it in compliance with the applicable legislation.
- 4.4. Once a User has registered on the System, Lightstone shall provide to the User an allocated username and password. Such username and password shall be used to access the protected areas of the System. By accessing the System, the User warrants and represents to Lightstone that it is legally entitled to do so.

4.5. On registration of the User, the User agrees and warrants to Lightstone that its username(s) and password(s) shall only be used by the User and its employees, directors and/or duly authorised representatives and shall not be disclosed to any third parties. The User shall accordingly assume full responsibility for all activities on the System undertaken through use of its username and password. In the event of any third party acquiring or having unauthorised use of a User's username or password, the User shall notify Lightstone immediately. The User shall thereafter refrain from making use of the System and/or the services until such time that a new username and password has been allocated to the User by Lightstone.

5. Fees

- 5.1. The Fees payable by the User to Lightstone for the use of and access to the System, are as set out in clause 1 and are payable monthly in advance on or before the first day of the calendar month. The User agrees to make payment to Lightstone by way of debit order, as per the Bank Debit Order Instruction attached to these Terms.
- 5.2. Notwithstanding the Commencement Date, Lightstone shall conduct an annual review of the Fees and shall publish the amended Fees by 1 February, which amended Fees shall take effect from 1 March of that year. Should the User not be satisfied with such amended Fees, it may terminate these Terms in accordance with the provisions of clause 3.1.

6. Obligations of the User

- 6.1. When using the System to submit an application or information of a potential buyer/consumer ("**Consumer**"), the User agrees and warrants to Lightstone that it will only do so after properly identifying the Consumer and providing confirmation of such identification by entering the pin supplied by Lightstone for this purpose. When signing up a Consumer by means of an electronic signature, the User will be issued a pin linked to a specific transaction. This pin will link the User at all times to the transaction for future reference and the User is not allowed to disclose that pin to any third party to witness the Consumer's signature on its behalf. Should the User disclose that pin to any third party, the User will be deemed to be the responsible person for concluding that transaction.
- 6.2. The User warrants to Lightstone that all information and data captured on or to the System in respect of the Consumer and any vehicle in which the Consumer is interested is accurate and is as supplied by the Consumer.
- 6.3. The User shall indicate on the System whether, and the purposes for which, Lightstone can send information to Consumers, after obtaining such consent directly from the Consumer in accordance with applicable laws, which shall include but not be limited to POPI. The User indemnifies and holds Lightstone and its employees, directors, agents and representatives harmless from any direct or indirect loss, claims, demands, liabilities, penalties, damage or expense which they may suffer or incur as a result of the breach of the obligations set out in this clause 6.3.

7. Content of the System

- 7.1. Lightstone may make any such improvements, amendments, changes to any aspect, feature or capability of the System and any information or content on the System without prior notice to the User.
- 7.2. 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:
 - 7.2.1. 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.
 - 7.2.2. Whilst Lightstone has taken reasonable measures to ensure the integrity of the System and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the 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.
 - 7.2.3. Lightstone disclaims any responsibility for the verification of any claims. Information published on the System may be done so in the format in which Lightstone receives it and statements from external parties are accepted as fact.

8. Usage Restrictions

- 8.1. The User hereby agrees that it shall not itself, nor through a third party:
 - 8.1.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, 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;
 - 8.1.2. decompile, disassemble or reverse engineer any portion of the System;

- 8.1.3. write and/or develop any derivative of the System or any other software program based on the System;
- 8.1.4. modify or enhance the System and, if the User effected any modifications or enhancements to the System in breach of this clause 8, such modifications and enhancements shall be the property of Lightstone and the User cedes and assigns to Lightstone all of its rights title and interest in and to such modifications or enhancements;
- 8.1.5. 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
- 8.1.6. remove any identification, trademark, copyright or other notices from the System.

9. Security

- 9.1. In order to ensure the security and reliable operation of the services and the System to all Lightstone users, Lightstone hereby reserves the right to take whatever action it deems necessary to preserve the security, integrity and reliability of the System, its network and back-office applications.
- 9.2. The User shall 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.
- 9.3. Any User who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act, 2002 (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all direct and indirect liability, loss or damages suffered and/or incurred by Lightstone and its affiliates, agents and/or partners.

10. Intellectual Property Rights

- 10.1. For the purpose of this clause 10, the following words shall have the following meanings ascribed to them:
 - 10.1.1. "**copyright**" means whether existing now or in the future, in and to, the software including without limitation, designs and documentation relating thereto; and
 - 10.1.2. "**intellectual property rights**" means all intellectual property of any nature whatsoever owned and/or controlled directly or under licence 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.
- 10.2. 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.
- 10.3. 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 the User.
- 10.4. Except with Lightstone's express written permission, no logo, graphic, sound or image from the System may be copied or retransmitted.
- 10.5. 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.

11. RISK, LIMITATION OF LIABILITY AND INDEMNITY

- 11.1. 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.
- 11.2. 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.

11.3. TO THE EXTENT PERMISSIBLE BY LAW:

11.3.1. 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.

11.3.2. 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, INDIRECT 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.

11.4. THE USER HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFIES LIGHTSTONE AND AGREES 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:

11.4.1. THE USER'S USE OF THE SYSTEM AND/OR THE SERVICES;

11.4.2. SOFTWARE, PROGRAMS AND SUPPORT SERVICES SUPPLIED BY, OBTAINED BY OR MODIFIED BY THE USER OR ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF LIGHTSTONE;

11.4.3. THE USER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR ANY OTHER REQUIREMENTS WHICH LIGHTSTONE MAY IMPOSE FROM TIME TO TIME;

11.4.4. THE ACTION OR REQUIREMENTS OF ANY TELECOMMUNICATIONS AUTHORITY OR A SUPPLIER OF TELECOMMUNICATIONS SERVICES OR SOFTWARE; OR

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

11.5. LIGHTSTONE MAKES NO WARRANTY OR REPRESENTATION AS TO THE AVAILABILITY, ACCURACY OR COMPLETENESS OF THE CONTENT OF THE SYSTEM. THE USER EXPRESSLY WAIVES AND RENOUNCES ALL OF ITS RIGHTS OF WHATEVER NATURE THAT IT MAY HAVE AGAINST LIGHTSTONE FOR ANY LOSS SUFFERED BY IT, AS A RESULT OF INFORMATION SUPPLIED BY OR THROUGH THE SYSTEM BEING INCORRECT, INCOMPLETE OR INACCURATE.

12. Breach; Cancellation by Lightstone

12.1. 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 licence, 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:

12.1.1. breach any of these Terms;

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

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

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