



DAYTONA CAR SALES
DRIVE YOUR DREAMS

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TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE

Access to the Website is subject to the following terms and conditions. Please take the time to read through these terms and conditions that apply to the use of Daytona Car Services (DCS) Website before proceeding to use the Website. If you do not Accept these terms and conditions, you will not have further access to the rest of the Website.

DCS reserves the right to alter or modify these terms and conditions at any time without prior notice to you and it is your responsibility to check if changes have been made. We reserve the right to amend, remove, add, alter or otherwise change the contents of the Website at any time without prior notice to you. Your use of the Website after DCS has posted changes on-line shall constitute acceptance of the changes to the terms and conditions.

In these terms and conditions:

‘we/us/our’ means Daytona Car Services (DCS);

‘you/your/customer’ includes user of the Website, advertiser, seller, buyer;

‘the website’ means this website including features, facilities and services related to it;

1 Access to the website:

Access to the Website is permitted on a provisional basis, and we reserve the right to amend or withdraw the service provided on the Website without prior notice. We will not be liable, if for any reason, the Website is unavailable at any time or for any reason.

2 Content:

2.1 Use, reproduction and printing of material resulting from searches conducted on the Website are strictly for personal and non-commercial purposes.

2.2 The content and information on the Website may contain inaccuracies and typographical errors and may be altered, modified, amended or updated from time to time. We exclude all liability and/or any loss or damage arising as a result of such inaccuracies, typographical errors, alterations, modifications, amendments and updates.

2.3 We accept no responsibility for keeping the Website up to date and we will not be held to any previously existing representations, terms, conditions or other information subsequently altered on the Website.

2.4 The information appearing on the Website is for information purposes and does not constitute advice. Through the Website we present advertorial content and information submitted and created by private dealers and other third parties. We exclude all liability for any illegality arising from or error, omission or inaccuracy in such content and/or information.

2.5 We give no warranties, conditions, guarantees or make any representations, expressed or implied, as to:



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- The completeness or accuracy of information or any advice contained on the Website.
- The content of advertisements for vehicles appearing on the Website, the ownership, quality, authenticity of any photographs, compliance with description or fitness for any purpose of such vehicles.

- The completeness of search results conducted on the Website or that the vehicles revealed by such search are exhaustive of vehicles on our database which might meet the requirements of your search.

2.6 Under no circumstances shall we be held liable for delay or failure or disruption of the content or services delivered resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

3 Contractual issues:

We will not be bound to any allegations that a legally binding agreement has been entered into between you and us arising from communications addressed to us on the Website. We reserve the right and insist upon written agreements between you and us. As such, any information contained on the Website cannot be regarded by you as an offer capable of acceptance resulting in a legally binding agreement.

4 Liability:

4.1 The information and material posted on the Website is provided without guarantees, conditions, or warranties as to accuracy. We exclude all representations and warranties relating to the access and use of the Website, whether they are statutory or not, as far as is possible by law. To the extent permitted by law, we, our employees, agents, representatives, contractors and third parties connected to us hereby expressly exclude:

1. All conditions, warranties and other terms which might otherwise be implied by statutes;
2. Any liability for any direct, indirect or consequential damage howsoever incurred by you in connection with:
 - Our failure to fulfil any of our obligations in terms hereof;
 - The Website or resulting from the use, inability to use, the Website;
 - The search results obtained from the Website.

4.2 We are not liable to perform any obligations under these terms and conditions caused by matters beyond our reasonable control. We therefore provide the Website on an “as is” and “as available” basis.

4.3 You are solely responsible for all the terms and conditions of the transactions conducted on, through or as a result of the use of the Website, including, without limitation, terms regarding



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payment, returns, warranty, delivery, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

4.4 We publish content on the Website containing marketing material. We shall not be held liable to honour, explain or compensate you or anyone else for any loss or prejudice which may arise from the publication of such material.

4.5 We reserve the right at all times to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, without prior notice, in our sole discretion.

5 Intellectual Property:

5.1 All intellectual property including trademarks, names, logos, whether registered or not, embodied in the Website content are our proprietary marks. Marks identifying third parties are owned by those third parties or their associated companies. Nothing in these terms and conditions in any way confers on you any Licence or right under any trademarks, names or logos.

5.2 All rights, including copyright, in the content of the Website and the photographs of any vehicles displayed on the Website from time to time and all rights in our database of vehicles, are owned and/or controlled by us.