

PRIVACY POLICY

1. Weelee Proprietary Limited (referred to as "**Weelee**", "**we**", "**us**" or "**our**") respects your privacy and will take reasonable measures to protect it, as more fully detailed below in this privacy policy ("**the Privacy Policy**"). **While you should carefully consider all of this document, please pay particularly close attention to provisions that appear in this bold, red font. These terms may: (i) limit the risk or liability of Weelee or a third party to you, (ii) create a risk or assumption of liability on your part, (iii) impose an obligation on you to indemnify Weelee or a third party, or (iv) be an indication of an acknowledgement of a fact by you.**
2. Should you decide to register as a user on www.weelee.co.za ("**the Website**"), we may require you to provide us with personal information which includes, but is not limited to your name and surname; email address; physical address; gender; identity number; mobile number and other contact details; and date of birth.
3. **By using the Website you acknowledge that you agree to the terms and conditions contained in this Privacy Policy and to our use of your personal information in accordance with the provisions of this Privacy Policy.**
4. **By using the Website you further acknowledge that you are a major (i.e. over 18 years of age), alternatively, that if you are a minor (i.e. under 18 years of age) that you have the consent of a parent or legal guardian to use the Website.**
5. By utilizing the Website you agree that we may contact you directly via any method, including, but not limited to email, telephone, WhatsApp and/or SMS.
6. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information. We may, from time to time, request you to update your personal information.
7. You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
8. By using the Website and/or clicking "accept", you hereby:
 - 7.1. **acknowledge that you are aware of your rights in terms of the Protection of Personal Information Act No 4 of 2013, as amended (hereinafter referred to as "POPI").**
 - 7.2. **voluntarily consent and authorize Weelee to utilise and/or process your personal information (including, without limitation, the information contained in clause 2) for the purposes of:**
 - 7.2.1. **procuring offers for vehicles, procuring the sale of vehicles, conducting marketing campaigns, providing sales leads to third parties (including, but not limited to, insurers and other service providers) who may contact you regarding current or new vehicles, any good(s) and/or service(s), all or any insurance products, all or any value-added products and services ("VAPS"), or any other goods and/or services offered by Weelee, any of our divisions and/or partners, any third party insurers and/or third party service providers;**
 - 7.2.2. **informing you of new features, special offers, insurance products, VAPS and/or promotional competitions offered by Weelee, any of our divisions and/or partners, any third party insurers and/or third party service providers; and**
 - 7.2.3. **to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website and other related matters and ancillary products which may arise or be utilised as a result of the proposed sale, obtaining a quote/estimate of a vehicles sales value and/or purchase of motor and other vehicles;**
 - 7.3. **acknowledge that you may receive marketing materials in the form of SMSes, emails, telephone calls and the like from Weelee and third parties with which it does business;**
 - 7.4. **acknowledge that processing includes the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of**

transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information;

- 7.5. acknowledge and understand that if you do not input all of your information you may not be able to fully utilise the Weelee Website and/or its services, which may also lead to Weelee and/or its affiliates and/or partners not being able to fully process the transaction and/or service;**
 - 7.6. acknowledge and understand that you can request that your personal information be destroyed and/or deleted and Weelee will within a reasonable time comply with your request, unless law prohibits it;**
 - 7.7. acknowledge and understand that if you do not accept the aforementioned terms and conditions that you will not be able to proceed.**
9. If you do not accept and consent to the provisions of this Privacy Policy, we may continue to process of personal information in accordance with the provisions of POPI and we will not disclose your personal information to any third party, other than as set out below and elsewhere in this document:
 - 8.1. to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method of communication, for the ordering of goods or when delivering goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
 - 8.2. to our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method of communication for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);
 - 8.3. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of this policy and/or our Terms and Conditions; and/or
 - 8.4. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services, etc).
 10. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property.
 11. We will -
 - 10.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this Privacy Policy or in terms of the relevant provisions of POPI;
 - 10.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - 10.3. provide you with access to your personal information to view and/or update personal details;
 - 10.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 - 10.5. provide you with reasonable evidence of our compliance with our obligations under this Privacy Policy on reasonable notice and request; and
 - 10.6. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.
 12. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

13. **Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control.**
14. **If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Weelee, WEELEEE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY and you hereby indemnify and hold Weelee harmless against all claims, damage, loss and/or expense which may be made against and/or suffered by you in connection with and/or arising from the disclosure and/or dissemination of all or any of your personal information. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.**
15. This Website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause.