

Toyota SA Motors (Pty) Ltd

Toyota Group Human Resources Policy & Procedure		
Subject: THE WEBSITE TERMS OF USE	Section:	Information Security
	Policy Number:	
	Issue Date:	
	Revision Number:	0.3
	Effective Date:	

[The following document is an example of what may be displayed on the TSAM website. It should come under the link “Terms of Use” (or the description that TSAM may prefer) and is intended to describe the terms governing the use of TSAM’s website. Further discussions are necessary with the website architects and developers, as to how TSAM wishes to display its ‘Terms of Use’ and the functions that may be accessible on the website. To the extent necessary specific terms that may need to be displayed on the website will need to be drafted. We suggest a multi-disciplinary approach be adopted to the development of appropriate terms. This should include persons determining TSAMs online strategy, the website architect, the web-developers, persons responsible data protection and TSAMs legal function.]

1. Introduction

We, Toyota South Africa Motors ("TSAM") operate this website and the conduct of visitors to the website is governed by these terms.

2. Agreement by you

When you browse the website please familiarise yourself with the terms that apply to its use.

Before using any of the interactive features on the website and interacting or sharing any information with us please read these terms and the information about “Privacy” and “Cookies”. If you use the features and share information with us, you agree to these terms and terms describing how we process personal and other information provided to by you.

We may make changes to our terms and will display these when the terms become effective. If you use the features and share information with us after the changes become effective, you will be agreeing to be bound by the changed terms.

If you disagree with our terms, please leave the website.

3. TSAMs responsibilities

We provide information about TSAM, products supplied by TSAM or is associates, and TSAM services.

We strive to ensure the information is accurate but cannot guarantee this. If you wish to use information provided on our website, you should verify the accuracy of the information with the

Controlled by:	Approved by:		Page 1 of 5.
Signature:	Signature:	Date:	
UNCONTROLLED WHEN PRINTED WITHOUT RED CONTROLLED STAMP & SIGNATURES			

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persons or entities that you may communicate with to provide TSAM products or services to you.

We are not responsible if you rely on information published on our website that you fail to verify.

If prices are quoted on the website these are intended for your convenience or as in invitation to do business. They do not contractually bind TSAM or any of its associates.

We provide the website “as is” and intend that it is accessible 24 hours every day. If the website is not accessible for any reason, including routine maintenance, or a decision made by TSAM (for instance to update or replace features on the website), we are not responsible to you if you rely on the website being accessible.

Enquiries about the website or the products and services displayed on the website are facilitated at <https://www.toyota.co.za/enquiry>.

4. Your responsibilities

We consent to your use of the website subject to your respecting these terms and other visitors to the website using the features provided.

If you are under the age of 18 years you may browse the website but please do not communicate with us or provide us with any personal information.

You are not obliged to share information with us, but should you share information you are responsible for ensuring that you are lawfully entitled to do so.

If you share any personal information with us, you must do so lawfully and, if sharing of the information requires a third party’s consent, you are responsible for obtaining their consent.

In using the website, we expect you to:

- comply with the law
- not disrupt the operation of the website or features
- not disrupt the use of the website by other visitors
- not use any technologies in conjunction with the website without TSAMs prior written consent
- not willfully communicate inaccurate, defamatory or abusive information
- not copy parts of this website or information published on the website and publish the copied information, unless it is for your personal use, alternatively you have the prior written consent of TSAM to do so

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If you fail to comply with these terms, we may withdraw our consent to your using the website and take appropriate steps to prevent your future use. If your conduct constitutes a criminal offence we may, to protect our and any other visitors' rights, be obliged to report your conduct to the relevant authorities.

5. Intellectual Property

Unless otherwise indicated, the Website is our intellectual property, the Content and Marks are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of South Africa, foreign jurisdictions, and international conventions.

Unless otherwise agreed by the Parties, you retain all intellectual property rights in the information that you may communicate to us and in providing the information to us, consent to our using the information for the purposes indicated by us.

We will, on written request and within a reasonable time, return your information to you unless we are lawfully entitled or obliged to retain the information.

The provision by you of information (particularly personal information) of a third party does not allow you to claim ownership or any other right in the third-party information provided.

6. Third party links and content

We may provide links from our website to third party owned and operated websites or social media platforms.

The terms governing the use of these websites or platforms will probably differ from these terms and we take no responsibility for the operation of the websites or platforms, the content displayed or how shared information (including personal information) may be processed.

We are not responsible for your viewing or using the websites and platforms and encourage you to read the terms governing their use to protect yourself against any content or use of your information that is unacceptable to you.

7. Limits to our liability and indemnity

We provide the website with reasonable care and skill and in a professional manner.

Other than what is contained in these terms we make no representations and provide no guarantees to you. All other guarantees that may be implied by law or otherwise are excluded, unless applicable law prevents their exclusion.

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By using the website you agree that you have accepted that our liability to you is limited and you will have no claim against us for any loss you may suffer as a result of using the website.

You indemnify (or promise to protect) us against any claim, made by you or a third party, related to your access to or use of this website and agree to pay any legal fees on the scale as between attorney and client should it be necessary for us to defend the claim.

8. Governing Law

These terms are governed by the law of the Republic of South Africa.

9. Disputes

- 9.1. If you are unhappy with the content displayed on the website or our operation of the website, please communicate your complaint to Informationofficer.paia@toyota.co.za.
- 9.2. If your complaint relates to the processing of your personal information, please communicate your complaint to TSAMs Information Officer at Informationofficer.popia@toyota.co.za.
- 9.3. We will take reasonable steps to resolve your complaint within a reasonable time.
- 9.4. In the event that the complaint referred to in clauses 9.1 and 9.2 above results in a further dispute, or any dispute arises from this Policy and the dispute has not been settled within 30 business days, then the dispute must be referred to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (or its successor-in-title) (“**AFSA**”). The Parties agree that the arbitration shall be held in Johannesburg.
- 9.5. The Arbitrator must be selected by agreement between the Parties, or if the Parties fail to agree, the secretariat of AFSA shall select and appoint the arbitrator.
- 9.6. The arbitrator shall be, if the matter in dispute is principally:
 - 9.6.1. a legal matter, a practicing advocate or attorney of at least 15 (fifteen) years’ standing;
 - 9.6.2. an accounting matter, a practicing-chartered accountant of at least 15 (fifteen) years’ standing; and
 - 9.6.3. any other matter, any suitably qualified independent person, agreed upon between the Parties to the dispute within 5 (five) Business Days after the arbitration has been demanded.

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- 9.7. The Arbitrator's decision is final and binding on the Parties who must give effect to the decision immediately.
- 9.8. The Arbitrator's costs are payable by the party determined by the Arbitrator or, in the absence of a determination, equally by the Parties.
- 9.9. This clause 9 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 9.10. The Parties hereby consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, in respect of the proceedings referred to in clause 9.8 above.

10. Severability

If a competent court or authority deem any provision of these terms of use as unlawful or unenforceable, the other provisions will continue to have effect. If an unlawful or unenforceable provision would be lawful or enforceable, if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

11. Exclusion of Third-Party Rights

These terms of use are for the benefit of you and us and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use are not subject to the consent of any third party.

12. Entire Agreement

These terms and conditions, together with our "Privacy" and "Cookies" constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of our website.

**** END OF TERMS****

Revision History

Revision No.	Revision Date	Changes Made	Chairman of DPC Approval