USER TERMS AND CONDITIONS

1. Important information

1.1 These terms and conditions apply if you use the service on the Licence ZA online platform, and they form a binding agreement between you and Licence ZA (we, us, our) whenever you use the service.

1.2 You must also adhere to the terms and conditions of the Licence ZA online platform, and the terms and conditions of the service provider and courier partner, which are available at https://online.natis.gov.za. Scroll down to "T & C" and "FAQs".

1.3 If you disagree with any part of these terms and conditions, you must not use the service.

1.4 If there is anything in these terms and conditions that you do not understand, you can contact us at the email address listed in clause 11.

1.5 It is your responsibility to make sure that you are aware of all the terms and conditions referred to in 1.1 and 1.2, which are applicable to the service.

1.6 This service is integrated with the third-party service provider who is authorised to access your NaTIS information relating to service. We rely on the information received by the service provider and have no way of verifying this information independently.

1.7 We will not be liable for inaccurate information received by the service provider and/or agents and/or issuing local authority.

2. Definitions

courier partner	The delivery partner of the service provider who will deliver the
	renewed licence disc to your chosen delivery address.
NaTIS information	The computerised national traffic information system that is
	used by the service provider to provide your motor vehicle
	licence renewal information to us, for you to use the service.
Licence ZA, we, us,	Licence ZA (Pty) Ltd and its successors or assigns
our	
payment	The payment for the service that you take up on the Licence ZA
	online platform.

payment information	Your card number and expiry date, cellphone number, and other information that we need to get the payment to the service provider.
service	Motor vehicle licence renewal and renewal of your motor vehicle licence disc on the Licence ZA online platform.
service provider	Road Traffic Management Corporation (RTMC), a public entity established in terms of the Road Traffic Management Corporation Act, 20 of 1999.

3. How to take up the service

3.1 The service is available to all holders of a valid South African ID or passport.

3.2 The user agrees that all information provided is true and correct and done with the permission of the registered owner of the vehicle. Licence ZA will not be held responsible or take responsibility for information that was provided incorrectly or unlawfully by the user.

3.3 When you use the service, we will use your ID or passport number to retrieve all your NaTIS information from the service provider before you can use the service. You expressly authorise us to obtain your NaTIS information from the service provider.

3.4 Your NaTIS information will be displayed to you for payment.

3.5 You must ensure the accuracy of your NaTIS information for the motor vehicle licence that you intend to renew before you make payment.

3.6 If your information is correct, you can use the service and renew your motor vehicle licence.

3.7 You must provide your delivery address, which we will share with the service provider and their courier partner.

3.8 The courier partner will deliver the renewed licence disc to you at your chosen delivery address.

3.9 You will receive an SMS from the courier partner confirming your delivery.

3.10 If your delivery is delayed, you must contact the courier partner directly.

3.11 If your NaTIS information is incorrect, you must visit the nearest traffic department or municipality to update your information before you make use of the service.

4. Rules applying to the service

4.1 You must be at least 18 to use the service.

4.2 We are unable to resolve any disputes relating to your NaTIS information. This is an exclusive function of the relevant municipality or traffic department.

4.3 You can use the service within 60 days before the expiry date of your motor vehicle licence or within the first 21 days after the expiry of your motor vehicle licence.

4.4 If your licence is expired for 21 days or more, you must renew it with the service provider directly.

4.5 If the service provider notifies us of any adverse finding that prevents you from taking up the service, you will be restricted from using the service and you must take such finding up with the service provider, traffic department or municipality directly. These adverse findings may include the following:

- 4.5.1 Unpaid or outstanding fines
- 4.5.2 Other unlicensed vehicles
- 4.5.3 Enforcement orders
- 4.5.4 Roadworthiness validity or requirements
- 4.5.5 Administrative marks
- 4.5.6 Validity of the vehicle registration number

4.5.7 Admin mark for vehicles involved in or reported in criminal cloning incidents.

- 4.5.8 Deceased admin mark
- 4.5.9 Warrant of arrest
- 4.5.10 Police clearance

4.6 We will let you know of any adverse findings if the service provider informs us of the same.

4.7 You must not use the service in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.8 A vehicle licence disc can remain blocked by the Government Official e-Natis system even if the licence fee has been paid for and implemented due to an adverse finding. No refund may be granted in such event as the yearly licence fee of the vehicle has been successfully paid for and implemented on the Government official e-Natis system irrespectively whether a disc was issued or not.

4.9 Licence ZA will do its utmost best to assist with the vehicle licence renewal, however, our system cannot determine whether a disc will be blocked beforehand due to an adverse finding. Unfortunately, this information is only accessible once the renewal has been processed whereby you will be informed thereof by Licence ZA.

4.10 Licence ZA cannot be held responsible if the re-issuing of your licence disc is blocked due to an adverse finding. If you are not sure if you have any adverse finding, please visit the AARTO website. online.aarto.gov.co.za

- 5. Charges, fees and payment for the service
 - 5.1 You will be charged the following fees and charges when you use the service:
 - 5.1.1 By the service provider and courier partner:
 - 5.1.1.1 Licence fee
 - 5.1.1.2 Penalties and arrears
 - 5.1.1.3 Other outstanding debits
 - 5.1.1.4 Delivery fees
 - 5.1.2 By Licence ZA:
 - 5.1.2.1 Transaction fee
 - 5.1.2.2 Licence ZA online platform fee

5.2 All fees, charges and amounts due by you will be confirmed on the Licence ZA online platform when you use the service and before you make payment.

5.3 No fees, or any portion of them, are refundable.

5.4 If necessary, we may share your payment information with the service provider to confirm that the payment has been made.

5.5 We can, at our discretion, change any fees or charges.

5.6 The actual vehicle licence fee amount may differ from the amount paid as per Invoice. If the actual fee per the licence department is more, you will be liable for the payment thereof.

5.7 The Licence ZA system automatically calculates your vehicles' yearly licence renewal fee. Licence ZA will not be liable for any inaccurate Invoicing if the incorrect information was provided on the system by the user.

5.8 If an incorrect reference is used when payment is made Licence ZA will not be liable for any fees and penalties caused through the delay.

5.9 Each generated Invoice is only valid within the month of which it was generated. Vehicle licence renewal rates accumulate monthly which will result in an increased licence fee each new month.

5.10 Payment needs to be made in full before a licence disc will be released and delivered.

6. Changes

6.1 We can, at our sole discretion, replace, change, or discontinue any existing functionality of the service.

6.2 If you access and use the service after the terms have been changed, you must accept the new terms and conditions.

6.3 If you do not agree to the changed terms and conditions, you cannot use the service.

7. Privacy consent

7.1 Subject to applicable laws and regulations, and our privacy policy (which you accepted on the Licence ZA online platform), you give us permission to process your personal information as we see fit for both your and our legitimate interests. This includes your race, biometrics and alleged criminal behaviour (if necessary).

7.2 You consent to our accessing your credit bureau data, obtaining your bank statements from your bank, sharing your information with third parties, sharing information about your application for the service with third parties, collecting your personal information from third parties, sharing information about your application for the Southern African Fraud Prevention Service, and processing your personal information outside of South Africa.

7.3 Processing includes doing affordability assessments, credit scorings and profile building that may help us offer you a product or service that will suit your needs. You may ask for a description of your personal information that we have on record and for the details of third parties who have, or have had, access to your personal information.

7.4 You can withdraw your consent by notifying us in writing. You can also ask that we correct or delete your information, object to our having had your information, and complain to the Information Regulator.

8. Use of third-party websites

8.1 You should note that various elements of the service are not provided by us but instead by the service provider, courier partner or third party. We are therefore unable to guarantee that such services or any websites accessible are virus- or error-free.

8.2 When you use the service, we may refer to the service provider, courier partner or third-party website for information or content. In doing this we are not endorsing the terms and conditions of the service that is referred to in that information or content, and we are not endorsing third-party websites or their content, products, or services. It is your responsibility to get all the relevant information to make a decision and to read the privacy and security policies of the service provider, courier partner or third party referred to.

8.3 We do not give any warranty about any other website, software, or hardware, including their security or performance. You hereby waive any claim you may have against us for any loss or damage you may suffer because you connected to any other website.

9. Liability

9.1 While we make all reasonable efforts to ensure that all information provided to us by the service provider in connection with the service is accurate at the time of its inclusion, you acknowledge and understand that there may be errors, inaccuracies, or omissions in respect of which we will not be liable. We make no representations, guarantees or warranties of any nature whatsoever concerning the information included in the service. You are solely responsible for any decisions or actions you take based on the information provided when you use the service.

9.2 We are not responsible for any loss you suffer because you have entered or approved the incorrect details for a transaction, or if you have duplicated a payment that we have already debited.

- 9.3 If we do not exercise or enforce any right or provision of these terms, it does not mean that we give up that right or provision.
- 9.4 Licence ZA will not be held liable if you submit a renewal request on short notice.

10. Warranties

10.1 This service is provided 'as is' without any representations or warranties, express or implied. We make no representations or warranties in relation to the service, or the information and materials provided on the service.

10.2 We do not warrant that this service will be available at all times.

10.3 Nothing on this service constitutes, or is meant to constitute, advice of any kind.

11. Complaints and questions

11.1 You agree that these terms and conditions and any dispute arising from or in connection with these terms and conditions will be governed and interpreted according to the laws of South Africa.

11.2 Any dispute regarding the service, which is between you and the service provider, municipality, or traffic department, we may facilitate such disputes as far as reasonably possible. If the dispute requires you to take it up directly with the service provider, municipality or traffic department, we will notify you.

11.3 Any dispute regarding the delivery of your licence disc is between you and the service provider and/or the service provider's courier partner, and we may facilitate such disputes as far as reasonably possible. If the dispute requires you to take it up directly with the service provider or courier partner, we will notify you.

11.4 If you have a complaint, you can contact us on Mondays to Thursday between 08:00 and 15:00, and on Fridays between 08:00 to 12:00, at <u>mailto:info@licenceza.co.za</u>. If you email us, you must provide us with a written statement setting out the complaint and include your name and contact details. We will investigate your complaint within a reasonable time, keep you informed during the investigation, and provide you with a final written response.

11.5 You can contact the service provider as follows:

Road Traffic Management Corporation (RTMC)

Customer Support

Telephone number: 0861 400 800 Email: mailto:onlinevehdiscs@rtmc.co.za

Call Centre

Telephone number: 0861 400 800 Email: mailto:onlinevehdiscs@rtmc.co.za

11.6 The courier partner's information will be in the delivery confirmation SMS you receive from the courier partner or on the courier partner and service provider website and in their terms and conditions.