

PLANET42 TERMS AND CONDITIONS OF USE

By accessing or using <https://planet42.com/za/> or any of its related Platforms (collectively, “**Platform**”) owned by Inclusion South Africa (Pty) Ltd (reg: 2017/256375/07) (“**Planet42**”), a private limited liability company registered and operating in accordance with the laws of the Republic of South Africa, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein (the “**Terms**”). All rights in and to the content of the Platform remain at all times expressly reserved by Planet42.

Please pay specific attention to the BOLD paragraphs of these Terms. These paragraphs limit the risk or liability of Planet42, constitute an assumption of risk or liability by you, impose an obligation by you to indemnify Planet42 or is an acknowledgement of any fact by you.

Please read these terms carefully before accessing or using the Platform and/or Services. Planet42 will assume you have read and understood these terms should you continue to access or make use of the Platform and/or Services.

The terms “user”, “you” and “your” are used interchangeably in these Terms and refer to all persons accessing the Platform or Services for any reason whatsoever. Accordingly, the terms “us”, “our” or “we” refers to Planet42 or its possession.

These terms were last updated on 02 November 2022.

1. INTRODUCTION TO THE PLATFORM AND SERVICES

- 1.1. Planet42 offers a rent-to-buy car subscription service. Through the Platform, users can gain an understanding of Planet42, its service offering, the car dealerships (“**Dealers**”) who we partner with and submit a rent-to-buy application. Dealers may also access the Dealer portal for all dealer-related services and direct communication with Planet42 (collectively, the “**Services**”).
- 1.2. Depending on the Service, users may need to enter into a separate agreement with Planet42, which will be explained to a user beforehand.
- 1.3. To use the Services, users must register on the Platform using the prompted methods and submit any required information to create a “Profile”.
- 1.4. The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Planet42 uploading the amended Terms to the Platform. Your continued access or use of the Platform and/or Services constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.5. Supplemental terms may apply to certain Services and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to and shall be deemed incorporated into the Terms for the purpose of the Services.
- 1.6. Unauthorised use of the Platform or a breach of these Terms by a user may give rise to a claim for damages against the infringing party and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1. For all Services provided, Planet42 does not have an agent, intermediary, advisory, nor representative relationship with any user. Your use of the Platform or the Services is entirely at your own risk and based on your own volition and expertise.
- 2.2. Planet42 does not provide any regulated financial, advisor, nor payment services. As such, the Services are not subject to oversight or regulation by any regulatory authority in South Africa, other than those concerning general consumer rights.

3. REGISTRATION PROCESS

- 3.1. Users who have their rent-to-buy application approved, or Dealers who have partnered with Planet42 must complete the necessary registration process detailed on the Platform and acquire a "Profile". Each user shall have only one (1) Profile and agrees to provide accurate, current, and complete information during the registration process and to update such information as and when it changes.
- 3.2. To protect your privacy and security, the Platform takes reasonable steps to verify your identity by requesting your Profile username and password to grant access to your Profile and data. To view or change the personal information provided, users can follow the prompts on the Platform within their Profile.
- 3.3. By entering your personal information on the Platform, you warrant that the person using the Platform is you and/or you have the legal authority to act on behalf of a corporate entity. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your login details or password with anyone.
- 3.4. By submitting your personal information to the Platform for its use in a Profile or otherwise, you consent to Planet42 processing your personal information in accordance with its privacy policy. Please see Planet42's privacy policy for more details on how Planet42 uses and processes personal information.

4. SERVICES

- 4.1. Planet42 provide various services, which amongst others, include the following great offerings:
- 4.2. For individuals:
 - 4.2.1. Using the relevant prompts on the Platform, users can request an engagement from us, which will enable the user to discover more about our Services.
 - 4.2.2. Users have the option of applying for a rent-to-buy car subscription with Planet42 directly on the Platform. Users can submit an application inquiry to Planet42 on the Platform and receive a preliminary decision as to the outcome of their application within 60 (sixty) seconds.
 - 4.2.3. Registered Planet42 users ("**Clients**") have their own dedicated Client portal on the Platform. In the Client portal, Clients can view the status of their rental agreement, how many payments they have remaining, apply to settle their rental agreement and purchase the car, and communicate with the Planet42 directly.
- 4.3. For Dealers:
 - 4.3.1. Dealers can partner with Planet42 to provide cars which are sold to Planet42 and delivered to customers for use under a rental agreement. Partnering with Planet42 allows dealers access to Planet42's Client base and provides an additional avenue for car sales.
 - 4.3.2. Dealers have their own dedicated Dealer portal on the Platform. In the Dealer portal, Dealers can communicate with Planet42 directly for a quick and efficient sales channel.
- 4.4. Connect with us on social media:
 - 4.4.1. Users can connect with us on Facebook to stay up to date with our Company and Services.

5. USER RESPONSIBILITIES AND WARRANTIES

- 5.1. By using the Platform and/or Services, you warrant that:

- 5.1.1. you have read and agreed to these Terms and will use the Platform in accordance with them;
- 5.1.2. you have not made any misrepresentations and the information provided in the registration process is true, accurate and complete in every regard;
- 5.1.3. you will timeously pay any due fees to Planet42 when required to do so under these Terms or any agreement entered into between you and Planet42;
- 5.1.4. you are above the age of 18 and/or possess the legal authority and capacity to act on behalf of a corporate entity, and lawfully possess and submit all information to the Platform or in respect of any Service;
- 5.1.5. you will not post, upload, replicate or transmit any abusive content on the Platform that is or could reasonably be considered, in Planet42's sole discretion, to be threatening, harassing, inappropriate, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Platform;
- 5.1.6. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- 5.1.7. you will not infringe any third party's or the Platform's intellectual property or other rights or transmit information that the you do not own or do not have the right to publish or distribute;
- 5.1.8. you will treat all other users with respect and dignity at all times;
- 5.1.9. you will not use the Platform for any commercial purpose other than as expressly provided for by Planet42 and the Terms;
- 5.1.10. you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating access to, use of or sale of illegal substances, services, information, or devices; and
- 5.1.11. you will not facilitate or assist any third party to do any of the above, failing which, same infringement will be automatically deemed to be a material breach of these Terms, and sanctions will be levied against the infringing party.
- 5.2. The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Platform. The network's data and messaging rates and fees may apply if you use the Platform and you shall be responsible for such rates and fees.
- 5.3. **Without prejudice to any of Planet42's other rights (whether at law or otherwise), Planet42 reserves the right to deny you access to the Platform where Planet42 believes (in its reasonable discretion) that you are in breach of any of these Terms or rental agreement, or for any other reason, provided it provides you with relevant notice.**
- 5.4. **Planet42 does not guarantee that the Platform, or any portion thereof, will function on any hardware or device.**

6. DEALER WARRANTIES AND RESPONSIBILITIES

- 6.1. The following terms are applicable to Dealers only, relating to their use of the Platform/Services. The Dealer's use of the Platform indicates the Dealer's explicit/tacit acceptance of the Terms

- 6.2. Dealers, by using the Platform and Planet42 Services, warrant that they will at all times:
- 6.2.1. have all of the applicable and required qualifications, permits, registrations, licenses and/or regulator authorizations to provide their services to Planet42;
 - 6.2.2. maintain and be responsible for any user registration or information required to connect a user with Planet42;
 - 6.2.3. never circumvent or attempt to circumvent the Platform and/or Planet42 in providing their services to users with the intention of deriving a sole and exclusive benefit, to the detriment of Planet42;
 - 6.2.4. adhere to all applicable consumer and intellectual property protection and/or other laws when providing their services;
 - 6.2.5. provide correct and up-to-date information regarding their company when necessary or requested,

failing which, the Dealer will immediately be deemed to be committing a material breach of these Terms, allowing Planet42 to claim contractual damages from the Dealer for any losses (whether direct or indirect) Planet42 suffers thereby.
 - 6.2.6. Protect all personal information and use the personal information for intended purposes only. All personal information should be deleted if not in use.
- 6.3. A Dealer shall not be entitled to cede, assign, transfer, or delegate all or any of its rights, obligations, interests in, under or in terms of these Terms or any subsequent agreement between the Dealer and Planet42 to any third party without the prior written consent of Planet42.

7. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 7.1. Data messages, including email messages, sent by you to Planet42 will be considered to be received only when acknowledged or responded to.
- 7.2. Data messages sent by Planet42 to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 7.3. Planet42 reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 7.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. Planet42 is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet between Planet42 and a user.

8. HYPERLINKS, DEEP LINKS, FRAMING

- 8.1. The Platform may include links to other internet sites ("**the other sites**"). Planet42 does not own or endorse the other sites and is not responsible for the information, material, products, or services contained on or accessible through the other sites. Any such hyperlinks do not imply any Planet42 endorsement, agreement on or support of the content or products of such target sites.
- 8.2. Planet42 does not purport to own the content on the other sites which may be shown on the Platform.

- 8.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third party and/or Planet42.

9. ADVERTISING AND SPONSORSHIP

- 9.1. The Platform may contain advertising and sponsorship from third parties. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Platform complies with all applicable laws and regulations.
- 9.2. Planet42, its shareholders, employees, suppliers, partners, affiliates, and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

10. INTELLECTUAL PROPERTY PROTECTION

- 10.1. All Platform material, content, information, data, software (including source and object code), icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, profile data, trade names, logos, markets, technology, integrations, customizations, modules, process, pricing, connectivity, computer programs, algorithms, hardware configuration, developments, inventions, processes, drawings, engineering, marketing or finances, pricing information, trademarks, designs, copyright and/or service marks (as well as the organisation and layout of the Platform) together with the underlying software code and everything submitted by a user to the Platform and Planet42 in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Planet42, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 10.2. For clarity, all rights to any intellectual property provided by a user to the Platform will remain with the user, but for which the user has provided Planet42 with a non-exclusive, non-transferable licence to use such user intellectual property as Planet42 deems fit on the Platform and/or in advertising, for as long as the user remains registered on the Platform.
- 10.3. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material on the Platform or the underlying software code whether in whole or in part, without the written consent of Planet42 first being granted, which consent may be refused at the discretion of Planet42. No modification of any intellectual property or editorial content or graphics is permitted.
- 10.4. Planet42 reserves the right to make improvements or changes to the intellectual property, information, graphics, and other materials on the Platform, including that of a user in their Profile, or to terminate the Platform, at any time without notice; provided that any transactions already concluded through the Platform resulting in any fees, will not be affected by such termination.
- 10.5. Where any of the Platform intellectual property has been licensed to Planet42 or belongs to any third party, other than that which has been submitted by a user to the Platform in the use of the Platform Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.
- 10.6. Subject to adherence to the Terms, Planet42 grants users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Platform on any machine on which the user is the primary user. However, nothing contained on the Platform should be construed as granting any licence or right to use any intellectual property without the prior written permission of Planet42.
- 10.7. Any enquiries regarding any of the above relating to intellectual property must be directed to Planet42 at info@planet42.com

11. PRIVACY AND DATA PROCESSING

- 11.1. Please see our comprehensive Privacy Policy to understand how we process your personal information when you use the Platform and/or Services.
- 11.2. Your use of the Services (requiring your explicit acceptance of our applicable privacy policy) constitutes your express consent for us to process your data. Further, we also rely on our contract of service with you to process your data (a lawful ground to process your data other than express consent).

12. DISCLAIMERS AND WARRANTIES

- 12.1. The Platform, including any intellectual property appearing therein, is provided "as is" and "as available". Planet42 makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform, the information provided by another user, or the information contained about Dealers, and/or on the Platform in any way.
- 12.2. All information or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not Planet42. While Planet42 makes every reasonable effort to present such information accurately and reliably on the Platform, Planet42 does not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.
- 12.3. **Planet42, its shareholders, directors, employees, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform, and/or transactions or actions resulting therefrom in any way.**
- 12.4. **Planet42, its shareholders, directors, employees, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.**
- 12.5. Planet42 takes reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform. However, Planet42 does not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Platform remains solely at the user's own risk and the user should take their own precautions accordingly.

13. INDEMNITIES

- 13.1. **The user indemnifies and holds harmless Planet42, its shareholders, directors, employees, and partners from any demand, action, regulation or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with the user's use of the Platform or Services offered or concluded through the Platform in any way.**
- 13.2. **The user agrees to indemnify, defend, and hold Planet42 harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's use of the Platform and/or the Services and for breach of these Terms.**
- 13.3. This clause will survive termination of this agreement.

14. COMPANY INFORMATION

- 14.1. **Website owner:** Inclusion South Africa (Pty) Ltd

- 14.2. **Company type:** for-profit, private limited liability
- 14.3. **Registration Number:** 2017/256375/07
- 14.4. **Director:** Eerik Oja
- 14.5. **Description of main business:** Rent-to-Buy Car subscription
- 14.6. **E-mail address:** info@planet42.com
- 14.7. **Platform URL:** <https://planet42.com/za/>
- 14.8. **Postal address:** PO Box 3694, Glenvista, Gauteng, 2058
- 14.9. **Registered address:** 37 Elizabeth Avenue, Linmeyer,
Johannesburg, Gauteng, 2190

15. DISPUTE RESOLUTION AND GOVERNING LAW

- 15.1. Access and/or use of the Platform, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 15.2. Should any dispute, disagreement or claim arise between a user and Planet42 concerning use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 15.3. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion between them, for the purposes of finding a mutually beneficial solution.
- 15.4. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation. They may also use the services of any arbitration body for the purposes of arbitration proceedings.
- 15.5. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

16. TERMINATION OF USE OF PLATFORM OR SERVICES

- 16.1. **IN ADDITION TO THE RIGHTS ABOVE, PLANET42 RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR PROFILE AND ACCESS TO THE PLATFORM AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT PLANET42 GIVES REASONABLE NOTICE TO YOU.**
- 16.2. If you wish to terminate the agreement with Planet42, or end your use of the Services, you may do so by settling your agreement with Planet42, deregistering your Profile with the Platform, and discontinuing your use of the Platform.
- 16.3. The obligations and liabilities of any user incurred prior to the termination date of the Terms and/or use of the Services shall survive the termination of these Terms for all purposes, including the payment of any fees which were due and payable before termination to Planet42.
- 16.4. In the event of termination of your agreement with the Terms and with Planet42, Planet42 will remove you from the Platform and delete your Profile.

17. NOTICES AND SERVICE ADDRESS

- 17.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- 17.1.1. in the case of Planet42, at info@planet42.com; or
- 17.1.2. in the case of the user, at the email and addresses provided by the user to Planet42 in the registration process.
- 17.2. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

18. GENERAL

- 18.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 18.2. No indulgence, leniency or extension of time granted by Planet42 shall constitute a waiver of any of Planet42's rights under these Terms and, accordingly, Planet42 shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 18.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 18.4. The headings to the paragraphs of these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 18.5. Should you have any complaints or queries, kindly address an email to info@planet42.com advising Planet42 of same.
- 18.6. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and Client) (including collection commission) which may be incurred by Planet42, in its own capacity to the relevant user, in relation to the payment failure or breach and the rectification of same.
- 18.7. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 18.8. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 18.7.