

Autostats and Autoparc and Autoparc Subscription Terms and Conditions

www.Autostats and Autoparc.co.za

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1. Ownership and Intellectual Property

All data, reports, analytics, systems, software, vehicle classifications, codes, methodologies and other content made available through Autostats and Autoparc remain the exclusive property of Lightstone Auto (Pty) Ltd and are protected by applicable intellectual property laws.

A subscription grants the subscriber a limited, non-exclusive, non-transferable right to access and use the services for internal business purposes only. No ownership rights are transferred.

2. Confidentiality and Permitted Use

All information made available through Autostats and Autoparc is confidential and proprietary.

Subscribers may not:

- Sell, transfer, sublicense, distribute, publish or provide data to any third party.
- Create derivative databases, products or services from the data.
- Use the data for commercial resale.
- Reverse engineer, copy, reproduce, extract, scrape or replicate the database or systems.
- Use any data, reports, methodologies, classifications or codes to develop competing products or services.
- Train or develop artificial intelligence or machine learning systems using Lightstone Auto data without prior written consent.

The data may only be used for the subscriber's internal business operations.

3. User Accounts and Access

User credentials are issued to individual users and may not be shared.

Password sharing or granting access to any employee, contractor, affiliate, subsidiary, holding company, parent company, consultant or third party not covered by the subscription constitutes a material breach.

Each legal entity requiring access must subscribe separately unless otherwise agreed in writing.

4. Monitoring, Fair Usage and Audit Rights

All logins, searches, transactions, downloads and data extractions are logged and monitored.

Subscribers may not engage in excessive, abnormal, automated or systematic extraction of data, including the use of bots, scripts, crawlers or unauthorised automated tools.

Lightstone Auto reserves the right to investigate suspected misuse, password sharing, unauthorised access, excessive extraction or breaches of these terms and may suspend access pending such investigation.

5. Subscription Term and Cancellation

A minimum initial subscription period of twelve (12) months applies.

Thereafter, the subscription shall continue on a month-to-month basis unless terminated by either party on one (1) calendar month's written notice.

Termination does not relieve the subscriber of any outstanding payment obligations.

6. Termination Obligations

Upon termination, the subscriber shall immediately cease using the systems and permanently remove all Lightstone Auto data from its databases, systems, storage devices and infrastructure where legally permitted.

The subscriber shall provide written confirmation of such removal upon request.

7. Proprietary Codes and Classifications

The NAAMSA Vehicle Code and SmartID Code are proprietary intellectual property of Lightstone Auto.

Neither may be copied, reproduced, mapped, distributed, commercialised or used outside authorised Lightstone Auto systems without prior written consent or, where applicable, a valid licence and payment of all required licence fees.

8. Data Accuracy and Disclaimer

While every reasonable effort is made to ensure the accuracy and reliability of the data and analysis provided, Lightstone Auto provides no warranty, express or implied, regarding accuracy, completeness, timeliness or suitability.

Subscribers acknowledge that all decisions made using the data are at their own risk.

9. Limitation of Liability

To the maximum extent permitted by law, Lightstone Auto shall not be liable for any direct, indirect, incidental, consequential or special damages, including loss of profits, business opportunities, revenue or data arising from the use of, or reliance upon, Autostats and Autoparc services or information.

12. Suspension for Non-Payment or Breach

Lightstone Auto reserves the right to immediately suspend or terminate access where:

- Fees remain unpaid.
- Password sharing is detected.
- Data dumping, excessive extraction or unauthorised use occurs.
- Any material breach of these Terms and Conditions takes place.

Suspension does not affect the subscriber's obligation to pay outstanding amounts.

13. Electronic Acceptance

Accessing the platform, logging into any system, using any data or services, or paying a subscription fee constitutes acceptance of these Terms and Conditions.

Electronic acceptance shall have the same force and effect as a written signature.

14. Force Majeure

Lightstone Auto shall not be liable for delays, interruptions or failure to perform resulting from events beyond its reasonable control, including natural disasters, power failures, telecommunications outages, cyberattacks, labour disputes, governmental actions or failures of third-party service providers.

15. Amendments

Lightstone Auto may amend these Terms and Conditions from time to time by publishing updated versions on its website. Continued use of the services constitutes acceptance of the revised terms.

16. Entire Agreement and Governing Law

These Terms and Conditions constitute the entire agreement between the parties and supersede all prior discussions or understandings relating to the services.

These Terms and Conditions are governed by the laws of the Republic of South Africa, and the parties submit to the jurisdiction of the South African courts.