

Autofair Online Marketplace – Terms and Conditions

1. Introduction

Welcome to Autoweb CC t/a Autofair (“Autofair”, “we”, “us”, “our”). These Terms and Conditions govern your use of the Autofair website located at www.autofair.co.za (“the Website”).

By accessing or using this Website, you agree to be bound by these Terms and Conditions.

2. Nature of Service

Autofair provides an online marketplace that enables private sellers and dealerships (“Users”) to advertise vehicles for sale.

Autofair:

- Is **not a dealer, broker, or agent**
- Does **not buy or sell vehicles**
- Does **not guarantee any transaction**

All transactions occur directly between buyers and sellers.

3. User Eligibility

By using the Website, you confirm that:

- You are at least 18 years old
 - You have the legal capacity to enter into binding agreements
 - All information provided is accurate and truthful
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4. Listings and Advertisements

4.1 Listing Packages

Private sellers may advertise vehicles using the following packages:

- R125 – 7 days
- R199 – 14 days
- R250 – 30 days
- Optional Feature Upgrade: R50

All listing fees are payable upfront and are non-refundable unless required by law.

4.2 Listing Requirements

Users agree that:

- Vehicles must be legally owned or authorised for sale
- All descriptions must be accurate and not misleading
- Images must reflect the actual vehicle
- No duplicate or spam listings are allowed

Autofair reserves the right to remove any listing that:

- Contains false or misleading information
 - Violates any law or regulation
 - Is deemed inappropriate or fraudulent
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5. Payments and Refunds

- All payments must be made through approved payment methods
 - Listings are activated only after payment confirmation
 - Fees are non-refundable once a listing is live, except where required by law
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6. User Responsibilities

Users agree:

- Not to engage in fraudulent or unlawful activities
- Not to misrepresent vehicles or ownership
- To comply with all applicable South African laws

Buyers are responsible for:

- Verifying vehicle condition
 - Confirming ownership and documentation
 - Conducting due diligence before purchase
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7. Limitation of Liability

Autofair shall not be liable for:

- Any loss, damage, or dispute arising from transactions between users
- Incorrect or misleading listings posted by users
- Any indirect, incidental, or consequential damages

Use of the Website is at your own risk.

8. No Warranty

The Website and services are provided “as is” without warranties of any kind, whether express or implied.

Autofair does not guarantee:

- Sale of any vehicle
 - Accuracy of listings
 - Availability of the Website at all times
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9. Intellectual Property

All content on the Website, including logos, branding, and design, is the property of Autofair and may not be used without permission.

10. Privacy

Autofair respects your privacy and processes personal information in accordance with applicable laws, including POPIA.

11. Termination

Autofair reserves the right to:

- Suspend or terminate user accounts
 - Remove listings without notice
 - Restrict access for violations of these Terms
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12. Governing Law

These Terms and Conditions are governed by the laws of the Republic of South Africa.

13. Changes to Terms

Autofair may update these Terms at any time. Continued use of the Website constitutes acceptance of any changes.

14. Contact Information

For any queries, please contact:

Email: info@autofair.co.za

Phone: TBA

By using this Website, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

Autofair Privacy Policy

1. Introduction

Autoweb CC t/a Autofair (“Autofair”, “we”, “us”) respects your privacy and is committed to protecting your personal information in accordance with the Protection of Personal Information Act (POPIA).

This Privacy Policy explains how we collect, use, and protect your information.

2. Information We Collect

We may collect the following:

- Name and surname
 - Email address
 - Phone number
 - Location details
 - Vehicle listing information
 - IP address and browser data
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3. How We Use Your Information

We use your information to:

- Create and manage user accounts
 - Publish vehicle listings
 - Connect buyers and sellers
 - Communicate with users
 - Improve our services
 - Prevent fraud and abuse
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4. Sharing of Information

We may share your information:

- With potential buyers (e.g., contact details on listings)

- With service providers (e.g., payment processors)
- If required by law

We do **not sell personal information**.

5. Data Security

We take reasonable technical and organisational measures to protect your data from loss, misuse, or unauthorised access.

6. Your Rights

You have the right to:

- Access your personal information
- Correct or update your information
- Request deletion of your data
- Object to processing

Requests can be sent to: info@autofair.co.za

7. Cookies

Autofair uses cookies to:

- Improve user experience
 - Track website performance
 - Enable certain features
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8. Data Retention

We retain personal data only as long as necessary for business or legal purposes.

9. Changes to Policy

We may update this Privacy Policy from time to time.

10. Contact

Email: info@autofair.co.za

Phone: TBA

Buyer & Seller Safety Disclaimer

Autofair is an online advertising platform only and does not facilitate or guarantee any transactions.

Users are advised to take the following precautions:

For Buyers

- Always view the vehicle in person before making payment
- Verify the seller's identity and ownership (NaTIS documents)
- Do not send money without inspecting the vehicle
- Be cautious of deals that appear too good to be true

For Sellers

- Do not release a vehicle until full payment has cleared
- Avoid accepting proof of payment without bank confirmation
- Meet buyers in safe, public locations

Important Notice

Autofair will never:

- Act as an intermediary for payments
- Request payment on behalf of sellers
- Offer delivery services or escrow services

Any such requests are fraudulent.

Autofair is not liable for any loss or damages arising from transactions between users.

Dealer Terms and Conditions

1. Dealer Accounts

Dealers must provide accurate business information and may be subject to verification.

2. Listings

Dealers may list multiple vehicles depending on their subscription package.

All listings must:

- Be accurate and truthful
 - Reflect vehicles currently available
 - Include correct pricing and details
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3. Subscription Fees

- Dealer subscriptions are billed monthly
 - Fees are non-refundable
 - Autofair reserves the right to change pricing with notice
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4. Prohibited Conduct

Dealers may not:

- Post misleading advertisements
 - List vehicles not available for sale
 - Engage in fraudulent activity
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5. Suspension

Autofair may suspend or terminate dealer accounts for:

- Breach of terms
 - Fraudulent behaviour
 - Non-payment
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6. Liability

Autofair is not responsible for any transactions between dealers and buyers.