

FAAST USED WEBSITE TERMS OF USE**1. About these Terms of Use**

- 1.1 Welcome to the FAAST Used website (<https://fasstused.co.nz/>) (the **Website**), which is owned and operated by Sime Darby Motor Group (NZ) Limited (**we, us, or our**). These Terms of Use explain the terms that apply to your use of this Website.
- 1.2 By accessing and using our Website you are deemed to confirm that you have read, understood and agreed to be bound by these Terms of Use. If you do not agree to any part of the Terms of Use, you must not access, or must immediately stop accessing, our Website.
- 1.3 Access to our Website is also subject to the Sime Darby Privacy Policy (available at sime-darby.co.nz/legal/privacy-policy/). Our Privacy Policy provides further information about the personal information we collect when you use our Website or services.
- 1.4 When purchasing vehicles or any products through the Website, you will be required to agree to additional terms and conditions. [You can find those terms at <https://fasstused.co.nz/terms-and-conditions>]. If there is any inconsistency between those additional terms and conditions and these Terms of Use, then the additional terms and conditions will prevail to the extent of that inconsistency.

2. Updates

- 2.1 We may update these Terms of Use (or any part of them) at any time by posting an updated version on our Website. The updated version of these Terms of Use will take effect immediately upon such notice. We may also take additional steps to bring the changes to your attention, including by notifying you directly. You are responsible for reviewing these Terms of Use regularly to ensure that you are aware of any updates.
- 2.2 We may change the format, content and/or functionality of any part of our Website at any time.

3. Information provided on our Website

- 3.1 All information contained on our Website is provided for general information purposes only.
- 3.2 While we have taken reasonable steps to ensure the information on the Website is accurate, errors and omissions may occur and we do not guarantee that information on our Website (including details of vehicles made available for sale on the Website) is accurate, complete, up to date or suitable for your intended use.
- 3.3 The sites linked to this Website are not under our control and we are not responsible for, and make no representations, warranties or conditions concerning, the contents of any linked site or any link contained in a linked site.

4. Security

- 4.1 Security of your information and use of our Website is very important to us. We will take reasonable technical and organisational precautions to protect our Website and information that we hold. However, due to the inherent nature of the internet, we are not able to guarantee the security of our Website or any information that you hold or that you transmit to us.
- 4.2 You are responsible for taking your own measures to reduce the risk of viruses or other forms of interference damaging your computer system.

5. Your use of this Website

5.1 You must not use our Website:

- (a) in any way which is abusive, defamatory or obscene or which will harass, distress or inconvenience any person or restrict their use of the Website, or which might bring us into disrepute;
- (b) for the posting, uploading, or sending of:
 - (i) unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation or commercial exploitation;
 - (ii) any material that contains software viruses or any harmful or destructive computer code, files or programs;
 - (iii) any material which infringes the rights of any person or which is unlawful in any other respect;
- (c) to create a database that includes material downloaded or otherwise obtained from the Website, or for any commercial purpose (unless authorised by us in writing); or
- (d) in breach of any applicable law or for any unlawful act.

6. Limitation of liability

6.1 To the extent permitted by law, and subject to clause 6.3:

- (a) the Website is provided on an "as is" and "as available" basis and any warranties, representations, conditions, undertakings and terms, whether express or implied, are expressly excluded; and
- (b) in no event will we be liable to you, or any third party, under contract, tort (including negligence) or otherwise, under or in connection with these Terms of Use for your access to, use of, inability to use or reliance on our Website or any information contained in or accessed through our Website.

6.2 You acknowledge that access to our Website is provided at no charge and accordingly the exclusions of liability set out in this clause are fair and reasonable.

6.3 Nothing in these terms affects any applicable rights you have under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (unless you are using the Website for business purposes, in which case you acknowledge that the provisions of those Acts will not apply).

7. Intellectual property

7.1 We own or have obtained a valid licence to use all copyright, trademarks and other intellectual property rights used on our Website and all such intellectual property rights will remain solely with us and/or our licensors (as the case may be).

7.2 Other than a single copy for private and non-commercial use, no part of our Website may be distributed, copied or incorporated in any document or publication, whether in hard copy, electronic or any other form.

7.3 By placing any information or other material on the Website (including posting messages or uploading files) you grant us a perpetual, royalty-free, non-exclusive, irrevocable licence to use, copy, and redistribute and publish any such information or other material.

8. **General**

- 8.1 All amounts stated on the Website are in New Zealand dollars and inclusive of GST.
- 8.2 These Terms of Use constitute the entire agreement between you and us relating to the Website.
- 8.3 Our failure to exercise, or delay in exercising, any right will not be deemed a waiver of that right or any other rights that we may have.
- 8.4 If you access our Website from outside New Zealand you are responsible for compliance with any applicable laws of that jurisdiction.
- 8.5 These Terms of Use are governed by the laws of New Zealand, and any disputes will be subject to the exclusive jurisdiction of the courts of New Zealand.

9. **Contact Us**

- 9.1 If you have any questions or concerns about these Terms of Use, please contact us at the contact details available on our Website.

These Terms of Use were last updated on 19 October 2023.