



Wheel Collision:

WhatsApp Terms of Use

DEFINITIONS & INTERPRETATION

Definitions

- Terms means the terms, consisting of: these terms of use; and any other relevant specific terms, policies, disclaimers, rules and notices agreed between the parties
- We, Us, or Our, means Wheel Collision, and includes our officers, agents, employees, owners, co branders and associates where the terms limit or exclude our liability;
- You or Your means any visitor to our WhatsApp Business account, including any other person, website, business or agent (including any virtual or robotic agent) associated with the visitor.

Interpretation

- In the terms of use, unless inconsistent with the context:
 - The singular includes the plural and vice versa.
 - A natural person includes an artificial person and vice versa.
 - Any expression which refers to one gender includes the other gender.
 - Any reference to legislation or a statute in the Privacy Policy will be a reference to the relevant legislation or statute and its regulations as amended, varied or re-enacted from time to time.
 - Any reference in the terms and conditions to any other agreement will be to such agreement as amended, supplemented, varied, or replaced from time to time.
 - Headings are for convenience only and do not affect the interpretation of the terms and conditions.
 - If the meaning of any general term conflicts with any other relevant specific term, the specific term will apply.
 - Specific terms apply to a specific section of the WhatsApp Business account or have been specifically agreed between you and us.

TERMS OF USE:

By using and engaging with the Wheel Collision WhatsApp Business account, you hereby,

- Agree that Wheel Collision may hold my personal information in its possession at my risk for the duration of services being provided.
- Grant Wheel Collision and its employees' permission to use information about my location, vehicle and personal contact details noted in their assessment for sales purposes as well as rights to inspect, photograph and record any damages made prior to providing any services.
- Acknowledge that Wheel Collision does not hold itself responsible for any loss and/or damages to the vehicle and/or for the articles left in the vehicle in case of fire, theft, or any cause whatsoever, unless there was clearly demonstrated negligence on its part.
- Grant Wheel Collision the permission to collect and use vehicle and personal information recorded as part of this assessment in accordance with relevant privacy and other applicable legislation.
- Agree that all the details recorded herein are true, complete, and accurate and the time of capture.
- Agree that conversations are encrypted and the status of an end-to-end encrypted chat cannot change without the change being visible to the user or Wheel Collision.
- Accept that Wheel Collision agrees to exercise due care in looking after my wheels while in their possession for the provision of requested services.
- Acknowledge that your wheels will only be released on presentation of the relevant SMS, confirmation email or other information provided to me for security purposes.
- Note that you may also contact our team through a message or phone call on whether or not the Terms of Use is mandatory if this is unclear.
- To read our full WhatsApp Privacy Policy and find out more information on the definition, storage, usage and destruction of Personal Information, please click here: [\(Privacy Policy link\)](#)

LIMITATION OF LIABILITY

- Wheel Collision cannot be held liable for any inaccurate information published on the WhatsApp Business account product catalogue and/or any incorrect prices displayed on the WhatsApp Business account, save where such liability arises from the gross negligence or willful misconduct of Wheel Collision, its employees, agents or authorised representatives.
- Any wheel deemed as unsafe or irreparable by Wheel Collision will be sent back in the stripped condition and will not be painted.
- You are encouraged to contact us to report any possible malfunctions or errors by way of email to legal@wheelcollision.co.za.
- We will endeavour to fix any fault in this WhatsApp Business account as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the WhatsApp Business account.
- Wheel Collision shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from use of, or reliance upon, the website or the content in

the website; or your inability to use the WhatsApp Business account, and/or unlawful activity on the website and/or any linked third-party website.

- You hereby indemnify Wheel Collision, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors, against any loss, claim or damage which may be suffered by yourself or any third-party arising in any way from your use of this website and/or any linked third-party website.