

GoMonthly

Website Terms and Conditions

www.gomonthly.co.za

Last updated: 29 April 2025

IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR SUBSCRIBING TO ANY GOMONTHLY SERVICE. BY ACCESSING THIS WEBSITE OR SUBMITTING AN APPLICATION, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Definitions

In these Terms and Conditions, unless the context requires otherwise:

- **"GoMonthly", "we", "us" or "our"** means GoMonthly (Pty) Ltd, the owner and operator of www.gomonthly.co.za and provider of the vehicle subscription service.
- **"Subscriber" or "you"** means any person who applies for, is approved for, or makes use of the GoMonthly vehicle subscription service.
- **"Vehicle"** means the motor vehicle allocated to the Subscriber by GoMonthly under a subscription agreement.
- **"Subscription"** means the month-to-month vehicle subscription agreement entered into between GoMonthly and the Subscriber.
- **"Subscription Fee"** means the monthly fee payable by the Subscriber in exchange for use of the Vehicle and included services.
- **"Initiation Fee"** means the once-off fee payable by the Subscriber upon approval and prior to delivery of the Vehicle.
- **"Agreement"** means the subscription contract signed by the Subscriber upon approval, together with these Terms and Conditions.
- **"POPIA"** means the Protection of Personal Information Act 4 of 2013.

2. About GoMonthly

GoMonthly is a vehicle subscription service operating in Gauteng, South Africa. We provide individuals with access to a motor vehicle on a flexible month-to-month basis, inclusive of insurance, maintenance, licensing and tyres. Fuel is excluded from the subscription and remains the sole responsibility of the Subscriber.

GoMonthly retains full ownership of all vehicles at all times. The Subscriber is granted the right to use the Vehicle during the subscription period only, subject to these Terms and Conditions.

3. Eligibility and Application

To be eligible to apply for a GoMonthly subscription, you must:

- Be a South African citizen or permanent resident aged 18 years or older;
- Hold a valid, unendorsed South African driver's licence;
- Reside or operate within South Africa;
- Have a verifiable source of income sufficient to meet the monthly subscription obligations;
- Pass GoMonthly's credit and affordability assessment.

Submitting an application does not guarantee approval. GoMonthly reserves the right to decline any application without providing reasons.

4. Credit and Affordability Assessment

By submitting an application, you expressly consent to GoMonthly conducting a credit bureau enquiry and affordability assessment. This enquiry will be recorded on your credit profile.

GoMonthly may share your personal information with registered credit bureaus and authorised third-party service providers for the purposes of this assessment. Your information will be handled in accordance with our Privacy Statement and POPIA.

5. Subscription Agreement and Contract

Upon approval of your application, GoMonthly will present you with a subscription contract for review and signature. The subscription only becomes active once:

- The subscription contract has been signed by the Subscriber;
- The Initiation Fee has been paid in full; and
- The first month's Subscription Fee has been received and confirmed.

The Vehicle will be delivered or made available for collection only once all of the above conditions have been satisfied.

6. Fees and Payment

6.1 Initiation Fee

A once-off Initiation Fee is payable upon approval and prior to delivery of the Vehicle. This fee is non-refundable and covers the administrative and onboarding costs associated with setting up your subscription.

6.2 Monthly Subscription Fee

The Subscription Fee is payable monthly in advance via debit order or such other payment method as agreed in the subscription contract. The Subscription Fee is inclusive of:

- Vehicle use;
- Comprehensive vehicle insurance;
- Routine maintenance and servicing;
- Vehicle licensing and roadworthy requirements;
- Tyres (standard wear and tear).

Excluded: Fuel, toll fees, traffic fines, parking fees and any other costs not expressly listed above remain the sole responsibility of the Subscriber.

6.3 Fee Adjustments

GoMonthly reserves the right to adjust the Subscription Fee upon 30 (thirty) days written notice to the Subscriber. Continued use of the Vehicle after the notice period constitutes acceptance of the revised fee.

7. Payment Default and Grace Period

GoMonthly understands that unforeseen circumstances may arise. In the event of a missed or failed payment, the following process applies:

- A grace period of 3 (three) business days will be granted from the payment due date;
- GoMonthly will attempt to contact the Subscriber during this period to resolve the outstanding payment;
- If payment is not received within the grace period, GoMonthly reserves the right to immediately suspend the subscription and arrange for the Vehicle to be collected;
- Any outstanding amounts, including collection costs, may be reported to a credit bureau and pursued through legal channels.

The Subscriber remains responsible for the Vehicle and its condition until it has been formally returned to and accepted by GoMonthly.

8. Vehicle Use and Subscriber Responsibilities

8.1 Authorised Use

The Vehicle may only be used by the approved Subscriber. Use of the Vehicle by any unauthorised third party is strictly prohibited unless prior written consent has been obtained from GoMonthly.

8.2 Mileage Limit

The subscription includes a standard allowance of 2 000 (two thousand) kilometres per month. Excess kilometres will be charged at the rate stipulated in your subscription contract. It is the Subscriber's responsibility to monitor their mileage.

8.3 Geographic Restriction

The Vehicle is subscribed for use within Gauteng. The Subscriber must notify GoMonthly in writing before taking the Vehicle outside of Gauteng. Travel outside of South Africa is strictly prohibited.

8.4 Traffic Fines and Violations

The Subscriber is solely responsible for all traffic fines, penalties, toll fees and any other road-related infringements incurred during the subscription period. Any fines paid by GoMonthly on behalf of the Subscriber will be recovered in full, together with an administration fee.

8.5 Accidents and Damage

The Subscriber must report any accident, theft, damage or loss involving the Vehicle to GoMonthly within 24 hours of the incident. The Subscriber is responsible for any insurance excess applicable to a claim. Damage resulting from negligence, reckless driving or prohibited use will be for the Subscriber's account.

8.6 Care of Vehicle

The Subscriber must:

- Keep the Vehicle clean and in good condition;
- Not make any modifications or alterations to the Vehicle;
- Not use the Vehicle for any commercial, hire, racing or off-road purposes;
- Ensure the Vehicle is securely locked and stored when not in use;
- Not drive the Vehicle under the influence of alcohol or any substance.

9. Vehicle Swaps and Upgrades

Subscribers may request a vehicle swap or upgrade during the subscription period, subject to the following:

- Vehicle availability at the time of the request;
- A new credit and affordability assessment may be required for upgrades;
- The current Vehicle must be returned in good condition prior to delivery of the replacement Vehicle;
- A vehicle swap fee may apply, as communicated by GoMonthly at the time of the request.

GoMonthly reserves the right to decline a vehicle swap request at its sole discretion.

10. Cancellation and Early Termination

10.1 Cancellation by the Subscriber

As this is a month-to-month subscription, the Subscriber may cancel by providing GoMonthly with written notice of at least 20 (twenty) business days before the next billing date. The Vehicle must be returned in good condition on or before the cancellation date.

The Initiation Fee is non-refundable under any circumstances. Any portion of the Subscription Fee paid in advance for the remaining period may be refunded at GoMonthly's discretion, less any amounts owed.

10.2 Cancellation by GoMonthly

GoMonthly reserves the right to cancel the subscription immediately and without notice in the event of:

- Non-payment or repeated late payment;
- Breach of any of these Terms and Conditions;
- Misuse, damage or abandonment of the Vehicle;
- Provision of false or misleading information during the application process;
- Any conduct that GoMonthly reasonably believes places the Vehicle or any third party at risk.

11. Ownership of Vehicle

GoMonthly retains full legal ownership of the Vehicle at all times. This subscription does not constitute a hire purchase, instalment sale or lease-to-own agreement. The Subscriber acquires no ownership rights, equity or interest in the Vehicle whatsoever. The Subscriber may not encumber, sell, transfer or otherwise deal with the Vehicle as if it were their own property.

12. Insurance

GoMonthly maintains comprehensive insurance on all vehicles in its fleet. However, the Subscriber acknowledges that:

- An insurance excess will apply in the event of a claim and is payable by the Subscriber;
- Insurance cover may be voided in the event of prohibited use, driving under the influence, or misrepresentation;
- The Subscriber's personal belongings are not covered by GoMonthly's insurance.

13. Limitation of Liability

To the fullest extent permitted by law, GoMonthly shall not be liable for:

- Any loss, damage or injury suffered by the Subscriber or any third party arising from use of the Vehicle;
- Any indirect, consequential or special loss suffered by the Subscriber;
- Delays in vehicle delivery due to circumstances beyond GoMonthly's reasonable control;
- Any mechanical failure not attributable to GoMonthly's negligence.

14. Privacy and Data Protection

GoMonthly collects and processes your personal information in accordance with POPIA and our Privacy Statement, available at www.gomonthly.co.za. By submitting an application, you consent to the collection, use and sharing of your personal information for the purposes described in our Privacy Statement, including credit bureau enquiries.

15. Website Use

By accessing www.gomonthly.co.za, you agree that:

- You will not use the website for any unlawful or prohibited purpose;
- You will not attempt to gain unauthorised access to any part of the website;
- GoMonthly may suspend or terminate your access to the website at any time without notice;
- All content on this website is the intellectual property of GoMonthly and may not be reproduced without prior written consent.

16. Amendments to Terms and Conditions

GoMonthly reserves the right to amend these Terms and Conditions at any time. Updated Terms and Conditions will be published on www.gomonthly.co.za. Continued use of the service or website following any amendments constitutes your acceptance of the revised Terms and Conditions.

17. Dispute Resolution

In the event of a dispute arising from these Terms and Conditions or the subscription agreement, the parties agree to first attempt to resolve the matter amicably. If the dispute cannot be resolved within 20 (twenty) business days, either party may refer the matter to:

- The National Consumer Commission (NCC) at www.thencc.org.za; or
- A competent court of law with jurisdiction over the matter.

18. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of South Africa. Any legal proceedings arising from these Terms and Conditions shall be instituted in a court of competent jurisdiction in South Africa.

19. Contact Details

For any queries, complaints or notices relating to these Terms and Conditions, please contact us:

GoMonthly

48 Greenstone Pl, Modderfontein, Lethabong, Gauteng

Website: www.gomonthly.co.za

Email: info@gomonthly.co.za

Contact Person: Chris

DISCLAIMER: These Terms and Conditions have been prepared for informational purposes. GoMonthly strongly recommends that these Terms and Conditions be reviewed by a qualified South African attorney before publication or enforcement. Nothing in this document constitutes legal advice.