

TERMS AND CONDITIONS:

Last Updated: 15 January 2026

• [1]. Introduction

- Welcome to www.backyardmechanic.com (the "Website"). This Website is owned and operated by Yamukela Automotive Diagnostics ("we," "us," or "our"). These Terms and Conditions govern your access to and use of the Website, including any data, tools, or services provided.
- By accessing or using the Website, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree with any part of these terms, you must not use the Website.

• [2]. Definitions

- "Website" Refers to www.backyardmechanic.com, accessible at www.backyardmechanic.com.
- "Data" Means all information, datasets, visualizations, and content available on the Website.
- "User" Refers to any individual or entity who accesses or uses the Website.
- "User-Generated Content" Refers to any data, information, or material that a User submits, uploads, or displays on the Website.

• [3]. User accounts: Last Updated: 15 January 2026

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◦ 3. User accounts

- If the Website requires account registration, the following applies:
- Account Responsibility: You are responsible for safeguarding your password and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use or security breach.
- Account Termination: We reserve the right to suspend or terminate your account at our sole discretion, without notice or liability, for any reason, including for any breach of these Terms.

◦ 4. Permitted and prohibited uses of data

- Permitted Use: You are granted a non-exclusive, non-transferable, revocable license to access and use the Data strictly in accordance with these Terms. You may use the Data for [specify permitted uses, e.g., personal, non-commercial, research, or educational purposes].
- Attribution: If you use the Data, you must provide clear and prominent attribution to [Your Website Name] and link to the Website where appropriate.

▪ **Prohibited Use: You must not:**

- Use the Data for any commercial purpose without our express written consent.
- Distribute, sell, license, or sublicense the Data to any third party.
- Attempt to reverse-engineer, decompile, or otherwise gain access to the underlying components of the Data or the Website.
- Use any automated system (e.g., "bots" or "scrapers") to extract Data for any purpose without our prior written consent.
- Use the Website to transmit any malicious code, such as viruses, worms, or trojans.

◦ 5. Intellectual property

- Website Content: The Website and its original content, features, and functionality—including the Data (unless otherwise stated)—are and will remain the exclusive property of www.backyardmechanic.com and its licensors.
- User-Generated Content: By submitting any User-Generated Content, you grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and sublicensable license to use, reproduce, adapt, publish, and distribute that content in any media. You represent and warrant that you own or have the necessary rights to grant this license for your User-Generated Content.

◦ 6. Disclaimers

- "As Is" Basis: The Website and all Data are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied. We do not guarantee the accuracy, completeness, or reliability of any Data.
- Third-Party Data: We are not responsible for any Data provided by third parties and expressly disclaim any liability for its accuracy or reliability.
- No Warranty: We do not warrant that the Website will be uninterrupted, secure, or free from errors or viruses.

◦ 7. Limitation of liability

- To the fullest extent permitted by law, in no event shall [Your Company Name], its directors, employees, or affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:
- Your access to or use of, or inability to access or use, the Website.
- Any conduct or content of any third party on the Website.
- Any unauthorized access, use, or alteration of your transmissions or User-Generated Content.

◦ 8. Indemnification

- You agree to defend, indemnify, and hold harmless www.backyardmechanic.com and its licensees and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt arising from:
- Your use of and access to the Website.
- Your breach of any of these Terms.
- Your violation of any third-party right, including without limitation any intellectual property right or privacy right.

◦ 9. Governing law

- These Terms shall be governed and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law provisions.

- 10. Changes to terms
 - We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will provide at least 30 days' notice before any new terms take effect. By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised terms.
- 11. Contact information
 - If you have any questions about these Terms, please contact us at admin@backyardmechanic.com.
 - If the Website requires account registration, the following applies:
 - Account Responsibility: You are responsible for safeguarding your password and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use or security breach.
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[7]. Limitation of liability

- To the fullest extent permitted by law, in no event shall www.backyardmechanic.com, its directors, employees, or affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:
- Your access to or use of, or inability to access or use, the Website.
- Any conduct or content of any third party on the Website.
- Any unauthorized access, use, or alteration of your transmissions or User-Generated Content.