



LAST UPDATED ON 02 JAN 2020

TERMS & CONDITIONS

1. INTERPRETATION AND DEFINITIONS

- "Conditions" means these Conditions of Carriage as set out in this document and published in printed form and electronically at www.sendr.co.za as amended from time to time;
- "Courier" means the person and/or corporate entity specified on the face of the invoice.
- "Goods" means the items accepted by Sendr for carriage on behalf of the Sender under these Conditions.
- "Owner's Risk" means the Courier shall not be liable for any loss in value or damage to any Goods exceeding the normal goods in transit cover value as stipulated, howsoever arising, except if the loss or damage is caused by the Courier intentionally.
- "Recipient" means the person to whom the Goods are to be delivered under these Conditions.
- "Services" means all of the operations and services provided or to be provided by the Courier in connection with the carriage of the Goods including without limitation, the carriage, transport and/or storage of the Goods or any operation/s or service/s incidental to any of them;
- "Sender" means the person for whom the carriage of the Goods is performed by the Courier under these Conditions.
- Words denoting, the singular include the plural and vice versa; any gender include the other genders, and persons include corporations and bodies politic and include their legal personal representatives and assigns.

NOTE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT (No. 68 of 2008)

This Terms of Service Agreement ("these Terms") contains provisions which limit our risk and liability, which constitute an assumption of risk or liability by you and which impose an obligation on you to indemnify us. These provisions can be found in clauses 9, 10, 11, 12.1.3 and 12.2 AND YOUR ATTENTION IS DRAWN TO THESE CLAUSES. If you are uncomfortable with this, please do not accept these Terms and do not use the Service.

2. ACCEPTANCE OF TERMS

- a) Sendr Pty Ltd ("Sendr", "we" or "us") provides its Service (as defined in clause 2.1 below) to you, subject to these Terms. By accepting these Terms or by accessing or using the Services or our website located at www.sendr.co.za (the "Site"), you acknowledge that you have read, understood, and agree to be bound by these Terms.
- b) If you are entering into these Terms on behalf of a company, business or other legal entity, you represent and warrant that you have the authority to bind such entity and its affiliates to these Terms, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms, you must not accept these Terms and may not use the Service and will attract personal liability for the obligations contracted for herein. Any reference in these Terms to "Party" shall be construed as a reference to either you or us, as the context may require, and "Parties" shall be a reference to both you and us collectively.
- c) We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on our website and indicate at the top of the page the date these Terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than seven (7) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms.
- d) You will be required to register with Sendr in order to access and use the features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself and the entity you represent as prompted by the Service registration form. Registration data and certain other information about you are governed by our Protection of personal information act (POPI). If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In

addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

- e) You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (i) immediately notify Sendr of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session when accessing the Service. Sendr will not be liable for any loss or damage arising from your failure to comply with this clause.
- f) In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at www.sendr.co.za. All such terms are hereby incorporated by reference into these Terms.

3. DESCRIPTION OF SERVICE

3.1 The "Service" includes the following:

- a) the Site
- b) the Mobile Services (as defined in clause 3.1.3).
- c) Sendr™ delivery services and
- d) all software (including the Software, as defined in clause 4.4 below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content")

Any new features added to or augmenting the Service are also subject to these Terms.

MOBILE SERVICES

3.2 The Service includes certain services that are available via a mobile device, including

- a) the ability to upload content to the Service via a mobile device.
- b) the ability to browse the Service and the Site from a mobile device and
- c) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services").
- d) to the extent you access the Service through a mobile device, your wireless service network carrier™ standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your network carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Sendr and other entities by SMS, MMS, text message or other electronic means to your mobile device and that information about your usage of the Mobile Services may be communicated to us. In the event you

change or deactivate your mobile telephone number, you agree to promptly update your Sendr account information to ensure that your messages are not sent to the person that acquires your old number.

4. GENERAL CONDITIONS / ACCESS AND USE OF THE SERVICE (**Delivery policy**)

- Subject to availability and receipt of payment, requests will be processed within 2 hour and delivery confirmed by way email / SMS notification.

- **Export restriction** as this service offering on the Sendr website/app is ONLY available to South African clients only.

Return and Refunds policy

The provision of goods and services by (Sendr) is subject to availability. In cases of unavailability, (Sendr) will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% administration fee.

Customer Privacy policy

(Sendr) shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Protection of personal information Act of 2013 (POPI). The POPI may be downloaded from:

<https://www.gov.za/documents/protection-personal-information-act>

Payment options accepted

Payments may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the Sendr's bank account, the details of which will be provided on request.

Card acquiring and security

Card transactions will be acquired for (Sendr) via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy. All transaction currency is in South African Rand (ZAR).

Responsibility

(Sendr) takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

These terms and condition are governed by the laws of South Africa and (Sendr) chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Variation

(Sendr) may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company information

The terms and condition herein represent fully Sendr a private company based in South Africa trading as Sendr and with registration number 2015/326433/07 and Mr. George Sibotshiwe is the sole company director.

(Sendr) contact details

Email: info@sendr.co.za Address: 2 Hylauma Street Ferndale Randburg 2194

Telephone: +27110278370

5. SOCIAL NETWORKING SERVICES

- a) You may enable or log in to the Service via various online third-Party services, such as social media and social networking services like Facebook or Twitter ("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and Sendr™ use, storage and disclosure of information related to you and your use of such services within Sendr (including your friend lists and the like), please see our Privacy Policy at [www.sendr.co.za]. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third Parties, and Sendr shall have no liability or responsibility for the privacy practices or other actions of any third Party site or service that may be enabled within the Service.
- b) In addition, Sendr is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Sendr is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Sendr enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

6. REPRESENTATIONS AND WARRANTIES

You represent and warrant to Sendr that:

- a) You have full power and authority to enter into these Terms
- b) You own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow Sendr to perform its obligations) in connection with the Services without obtaining any further releases or consents.
- c) Your Content and other activities in connection with the Service, and Sendr™ exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third Party's™ copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does your content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing.
- d) You are eighteen (18) years of age or older and should you be under 18 years of age, you have required the consent or assistance of your parent or guardian.

7. TERMINATION

- a) You have the right to terminate your account at any time by sending a cancellation request to info@sendr.co.za. Subject to earlier termination as provided below, Sendr may terminate your account and these Terms at any time by providing thirty (30) days prior notice to the administrative email address associated with your account. In addition to any other remedies we may have, Sendr may also terminate these Terms upon thirty (30) day notice (or immediately) in the case of non-payment), if you breach any of the terms or conditions of these Terms. Also, Sendr may terminate these Terms immediately without notice if you violate any provision of the AUP, as determined in Sendr™s sole reasonable discretion. Sendr reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). Except as provided above, upon any termination of your account, Sendr may store all of Your Content on the Service (if any), or it may be permanently deleted by Sendr, in its sole discretion. If Sendr terminates your account without cause and you have signed up for a fee-bearing service, Sendr will refund the pro-rated, unearned portion of any amount that you have prepaid to Sendr for such Service. However, all accrued rights to payment and the terms necessary to enforce and implement these Terms shall survive termination.

8. DISCLAIMER OF WARRANTIES

The online services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Sendr or by third-Party providers, or because of other causes beyond our reasonable control, but Sendr shall use reasonable efforts to provide advance notice on the Site or by email of any scheduled service disruption. However, the Service, including the Site, Software and Content, and any server and network components are provided on an "as is" and "as available" basis without any warranties of any kind, and Sendr expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. you acknowledge that Sendr does not warrant that the service or software will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of the services or software, and no information, advice or services obtained by you from Sendr or through the service shall create any warranty not expressly stated in these Terms.

9. LIMITATION OF LIABILITY

- a) Under no circumstances and under no legal theory (whether in contract, delict, tort, or otherwise) shall Sendr be liable to you or any third Party for:
 - i. any indirect, incidental, special, exemplary, consequential or punitive damages, including lost profits, lost sales or business, lost data,
- b) The provisions of this section allocate the risks under these Terms between the Parties, and the Parties have relied on these limitations in determining whether to enter into these Terms.

10. INDEMNIFICATION

You hereby defend, indemnify, and hold Sendr harmless from and against all claims, actions or demands, including without limitation all legal and accounting fees, arising or resulting from your breach of these Terms, any of Your Content, or your other access, contribution to, use or misuse of the Service. Sendr shall provide notice to you of any such claim, suit or demand. Sendr reserves the right to assume the exclusive defence and control of any matter which is subject to indemnification under this clause. In such case, you agree to cooperate with any reasonable requests assisting Sendr™s defence of such matter.

11. RISKS AND INSURANCE

Sendr shall give you the option as part of the standard service prerogative to goods in transit insurance (GIT) cover to the value of ZAR 10,000.00 per load. However, it is your duty to inform Sendr where the commercial value exceeds this provision so as to increase the covered

at an additional charge or chose to independently nominate additional external cover insurance to protect your interests.

It should be noted that Sendr's LIABILITY IS EXCLUDED as well as that of its employees or agents for any loss, damage and delay in certain circumstances. Sendr's LIABILITY IS LIMITED to stated amount where liability is accepted.

12. CONDITIONS OF CARRIAGE

Sendr shall not be a *public or common carrier* in relation to the carriage of goods forming the subject of these conditions and any goods carried are accepted subject to the conditions herein.

These conditions supersede all previous published terms and conditions. These conditions supplement and detail the general terms and conditions on the back of Sendr waybills and other publications. In case of conflict between these conditions and the conditions on any Sendr waybill, manifest, shipping label or other transit documentation, these conditions govern to the extent that they do not conflict with the mandatory rules relating to liability for carriage provided by the laws of South Africa.

Sendr reserves the right to unilaterally modify, amend, change or supplement these conditions without notice. No amendment or consensual cancellation and/or variation of any of the provisions or terms hereof and no extension of time or waiver or relaxation of any provisions of this agreement shall be binding unless recorded in a written document signed by a duly authorised person of Sendr and a duly authorised representative of the Customer.

All business undertaken including guidance, information or service provided by Sendr shall be subject to the conditions set out and each condition shall be deemed to be incorporated in and to be a condition of this Agreement between Sendr and the You the customer of the goods.

The customer confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the services under this Agreement.

The customer will be bound by the signature of any of its employees, servants and agents on the terms and condition or SLA.

Goods are accepted subject to the conditions stipulated by Sendr handlers and any other parties into whose possession or custody they may pass to finalize and deliver goods that come into their possession.

13. ARBITRATION

- a) Any disputes arising from or in connection with these Terms or the termination hereof shall, if so required by any Party to the dispute giving written notice to the others, be finally resolved in accordance with the rules of the Arbitration Foundation of Southern

Africa (or its successor in title) ("AFSA") by an arbitrator or arbitrators appointed by AFSA.

- b) Notwithstanding this, any Party shall be entitled to apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.
- c) For the purposes of b) and for the purposes of having any award made by the arbitrator/s being made an order of court, each Party hereby submits itself to the non-exclusive jurisdiction of South Gauteng Division of the High Court of South Africa.
- d) This is severable from the rest of these Terms and shall remain in full force and effect notwithstanding the termination of these Terms.
- e) Notwithstanding the provisions of the introductory section above, if Sendr changes this Arbitration section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of Sendr™'s email to customer notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Sendr in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

14. ASSIGNMENT

You may not assign these Terms without the prior written consent of Sendr, in which case, Sendr may charge a transfer fee. Sendr may assign or transfer these Terms, in whole or in part, without restriction.

15. TARIFFS AND QUOTATIONS

All quotations, rates, tariffs and surcharges are subject to withdrawal or revision by Sendr at any time. Sendr shall be at liberty to revise all quotations, rates, tariffs or surcharges with or without noticing cases where Sendr's costs are affected by any of its suppliers and may do so without notice to the Customer. Charges are calculated on the basis of distance range, actual or volumetric mass, and for purposes of rating, the greater of the two calculations is deemed to be the chargeable mass for the purposes of measuring the volume, mass and/or dimensions of any package.

16. SENDR'S LIEN AND OTHER RIGHTS IN TERMS OF GOODS IN SENDR'S POSSESSION

Sendr and /or its nominee reserve the right to open and examine any goods tendered to fulfil security obligations at any time.

Sendr shall have a lien and shall be entitled to hold any goods, documents and/or any refunds, claims or recoveries in its possession or under its control as security for any monies owing to Sendr by the Customer, whether past or present, for the courier of any goods subject to these terms and conditions of carriage.

Although Sendr may initially have granted credit to the Customer, Sendr may at any time, at its sole discretion, retain possession of any goods pending the discharge of the Customer's indebtedness to Sendr, whether or not such indebtedness relates to the courier of the goods retained in possession or not;

In the event that Sendr exercises its lien and retains possession of any goods as reflected herein above, then Sendr shall be entitled to store the goods at such place as it deems fit, at the Customer's expense.

If any monies owing to Sendr are not paid by the Customer within 30 (thirty) days after they are due, Sendr shall be entitled, without further notice to the Customer:

- i. to open and examine the goods.
- ii. to sell the whole or any part of the goods in such manner and on such conditions as it deems fit.
- iii. to apply the proceeds of any sale, after deducting all expenses thereof, in payment or reduction of any amount due by the Customer to Sendr (including storage costs envisaged as per above, provided that any surplus shall be paid over to the Customer without interest immediately after the sale, if the Customer's address is known, and if not, upon demand made by the Customer within 90 (ninety) days of the sale.
- iv. Sendr shall not be liable for any loss, damage or deterioration of any such goods attributable to the implementation of this clause.
- v. Sendr's rights under this clause are not exhaustive and are in addition to any other rights which it may have against the Customer.

17. DANGEROUS GOODS

No goods will be received or accepted by Sendr including radioactive materials which are or may become dangerous, inflammable or noxious, or which by their nature are or may become liable to cause injury or damage to any person, goods or property whatsoever without Sendr's consent in writing prior to the goods being tendered. Should Sendr consent to the movement of any of the above, the containers or packaging must be marked accordingly as to comply with the applicable legislation, regulations or requirements of any authority. Sendr reserves the right to destroy any of the above should the necessary consent not be confirmed in writing prior to the goods being tendered. Whether or not the Customer was aware of the nature of

the goods and whether or not Sendr's written acceptance thereof was obtained, The Customer shall be deemed to have indemnified Sendr against loss, damage or liability caused by Sendr as a result of the tender of the goods to Sendr.

Sendr shall not transport any prohibited goods including without limitation any goods and materials, the carriage of which is prohibited by any laws, rules and/or regulations. In the event that the Customer consigns such items with Sendr, the Customer shall indemnify Sendr against all claims, damages or losses arising in connection herewith and Sendr shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon Sendr having knowledge that such items infringes on these conditions. The Customer shall be responsible and liable, without limitations for all costs, fines, damages, loss of income and/or legal costs which Sendr may incur as a result of the Customer's breach of this clause.

Under No circumstances will Sendr accept liability for goods of this nature, and customer must provide written proof that the goods in question are comprehensively insured with a reputable insurer for the duration of the carriage of the goods prior to the goods being taken into Sendr's care, custody and control.

18. IMPORTANT EXCLUSIONS:

Sendr is not responsible for the packaging of the customer's parcel/s and shall not, under any circumstances be liable for any loss or damage to a parcel/s which was not adequately and appropriately packaged to withstand the ordinary rigors and risk of courier transit and road transportation.

Sendr shall not courier or accept liability for any parcel exceeding the prescribed size limitation being 2m x 2m x 2m and 100kgs.

Sendr is not responsible for ordinary loss in weight or volume or ordinary wear and tear of the consignment.

No assumption of liability by Sendr is extended to the following: mechanical or electrical goods unless in brand new and original packaging. Antiques or antiquities of any description, arms, ammunition, live animals of any description, bank and treasury notes, bullion, bulk cargo of any description, cash, deeds, designs, documents, explosives, furs, gold bullion, silver nuggets, models, moulds, patterns, plans, precious metals, specie, travellers cheques, brass and scrap metal, seafood, fresh produce, aircraft.

All charges, including the fees charged, owing to Sendr in respect of the assumption of liability will be payable to Sendr as per the conditions of payment laid out in these conditions of carriage.

In the event of the customer wanting to lodge a claim:

- i. The damaged goods must be returned to Sendr together with the original invoice reflecting the purchase price (proof of value) of the item. These are required for assessment and/or salvage prior to consideration of a claim. Should the damaged goods and proof of value of item/s not be received by Sendr, Sendr shall not be obligated to honour its limited assumption of liability.

19. LEGAL

In cases where non-payments of monies due to Sendr occur, the Customer shall be liable for all legal costs incurred by Sendr. The Customer shall be liable for all costs incurred in the recovery of any monies hereunder, including collection commission, attorney and own client costs, whether incurred prior or during the institution of legal proceedings, or, if Judgment has been granted, in connection with the satisfaction or enforcement of such Judgment.

20. MISCELLANEOUS - Whole Agreement

- a) These Terms constitute the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in these Terms shall be binding on either of the Parties.
- b) These Terms supersede and replace any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.
- c) Variations to be in Writing No addition to or variation, deletion, or agreed cancellation of all or any terms or conditions of these Terms will be of any force or effect unless in writing and signed by the Parties.
- d) No Indulgences No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from these Terms, and no single or partial exercise of any right by any Party under these Terms, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from these Terms or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

- e) **Provisions Severable** All provisions and the various clauses of these Terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any term or condition of these Terms which are or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that these Terms would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- f) **Continuing Effectiveness of Certain Provisions** The expiration or termination of these Terms shall not affect such of the terms or conditions of these Terms as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- g) **No Assignment** Neither these Terms nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior written consent of the other Party, save as otherwise provided herein.
- h) **Counterparts** These Terms –
 - I. may be executed in separate counterparts which none of which need contain the signature of all the Parties, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement.
 - II. shall be valid and binding upon all the Parties hereto, notwithstanding that one or more of the Parties may have signed a facsimile copy thereof and whether or not such facsimile copy contains the signature of any other Party.

SIGNED AT _____ (Place) ON THE ____ DAY OF _____ 2020

WITNESSES:

1. _____

duly authorised for and on behalf of **XXXXXXXXXXXXXXXXXXXXX (PTY) LTD**

2. _____

Designation

SIGNED AT _____ ON THE _____ DAY OF _____ 2020

WITNESSES:

1. _____

duly authorised for and on behalf of **SENDER PROPRIETARY LIMITED**

2. _____

Designation

duly authorised for