

# OUR PRIVACY POLICY

## **Sendeddy Technologies (Pty) Ltd**

Below we set out our privacy policy which will govern the way in which we process any personal information that you provide to us, our details are shown on the website Contact Page: [www.sendeddy.com](http://www.sendeddy.com)

The site owner can be contacted at the email on [www.sendeddy.com](http://www.sendeddy.com)

You can access our home page and browse certain areas of the site without disclosing your personal data, save information collected by cookies that we may use (see below).

### **Who may process data**

Your personal information (which includes your name, address, and any other details you provide to us which concern you as an individual) may be processed both by us and by other companies within our group. Each of the companies authorized to process your information as mentioned above will do so in accordance with this privacy policy. When you place an order via this website we will store your e-mail address along with any other information you may provide.

When you use the services on the website, we may need to collect further information about you. This information may include, but is not limited to, details such as your name and address.

### **Purpose of Processing**

We will use your Information for the purpose of providing you with Information about our services, articles and news, fulfilling orders placed by you, processing any other transactions authorized or made by you with us, informing you of special offers and providing other networking Information to you which we think you may find of Interest, undertaking product or customer research/development.

### **Disclosure of Information**

In the unlikely event that a liquidator, administrator or receiver is appointed over us or all or any part of our assets that Insolvency practitioner may transfer your Information to a third-party purchaser of the business provided that purchaser undertakes to use your information for the same purposes as set out in this policy. Your Information will not be disclosed to government or local authorities or other government Institutions save as required by law or other binding regulations.

### **Cookies**

We may send a small file to your computer when you visit our website. This will enable us to identify your computer, track your behavior on our website and to identify your particular areas of interest so as to enhance your future visits to this website. We may use cookies to collect and store personal data and we link Information stored by cookies with personal data you supply to us. Save for the use of cookies, we do not automatically log data or collect data save for Information you specifically provide to us. You can set your computer browser to reject cookies but this may preclude your use of certain parts of this website.

## **Security**

We have Implemented security policies, rules and technical measures to protect the personal data that we have under our control from unauthorized access, improper use and disclosure, unauthorized destruction or accidental loss.

## **Copyright**

All website design, text, graphics, the selection and arrangement thereof are owed by the company running this site, or hosting this site, except where provided under the General Public license (<http://www.gpl.org>). ALL RIGHTS RESERVED.

## **Trademarks**

All Trademarks of are the property of their respective owners and may be registered in certain parts of the world.

## **Disclaimer of Warranty and Liability**

The following provisions may be curtailed or disallowed by the laws of certain jurisdictions. In such case, the terms hereof are to be read as excluding or limiting such term so as to satisfy such law.

We do not represent or warrant that the Information accessible via this website Is accurate, complete or current. We have no liability whatsoever in respect of any use which you make of such Information.

The Information provided on this website has not been written to meet your Individual requirements and It Is your sole responsibility to satisfy yourself prior to ordering any products or services from us that they are suitable for your purposes.

Whilst we make all reasonable attempts to exclude viruses from the website, we cannot ensure such exclusion and no liability is accepted for viruses. Thus, you are recommended to take all appropriate safeguards before downloading Information or images from this website. All warranties, express or Implied, statutory or otherwise are hereby excluded.

Neither, we nor any of our employees or affiliated entities will be liable for any kind of damages and howsoever arising Including, without limitation, loss of profits, compensatory, consequential, direct, exemplary, Incidental, Indirect, punitive or special damages or any liability which you may have to a third party, even if we have been advised of the possibility of such loss.

We are not responsible for the direct or indirect consequences of you linking to any other website from this website.

These terms and this disclaimer and any claim based on use of Information from this website shall be governed by the laws of South Africa and you agree to submit to the non-exclusive Jurisdiction of the Courts of South Africa.

## **Consent and enquiries**

By continuing to use this site and accessing the information on this website, you signal acceptance of the terms and disclaimer set out above and below. If you do not accept any of these terms, leave this website now. If you have any enquiry or concern about our privacy policy or the way in which we are handling personal data please contact [info@sendeddy.com](mailto:info@sendeddy.com) . If at any time you wish us to cease processing your Information please send a message to the Administrator at the email on [www.sendeddy.com](http://www.sendeddy.com) contact page.

## **Sendeddy User Agreement Terms and Conditions**

This Agreement, the Sendeddy Privacy Policy, and all policies posted on our Sendeddy.com domain, sub-domains, other Sendeddy Powered sites, the Sendeddy mobile applications, any available Sendeddy APIs, any specific Sendeddy applications (Commercial or White Label), and all other related services, applications and tools (collectively “Services”) describe the terms and conditions with which Sendeddy offers You, a registered user, (also referred to as “member”, or “Sendeddy member”) access to and use of our Services. This Agreement

is set out in conjunction with the Sendeddy TSP Terms and Conditions, when signing up as a transporter in any form. When You accept the terms and conditions of this Agreement, you hereby agree and acknowledge that at any time and in our sole discretion, we may effectively modify the terms and conditions of this Agreement by posting the modified Agreement with its new terms and conditions on the Sendeddy website. Sendeddy will make a good faith effort to notify all active, registered users of material changes made to this Agreement and the date in which such changes take effect. Notice of such changes will be posted to the Sendeddy website, and in some cases a notice will be emailed to You directly. All modified terms and conditions shall take effect immediately after posting to the Sendeddy website, or upon the stated date included within the announcement. You agree and consent to any and all modified terms and conditions hereunder. This Agreement may not be modified, amended, and/or changed by You in any manner. Furthermore, you agree that we may modify this Agreement or discontinue our Services at any time and without notice and without any liability or responsibility to You. This Agreement is effective on March 1<sup>st</sup> 2018, for all users.

The legal entity You are entering into this Agreement with is Sendeddy Technologies (Pty) Ltd, 2016/015285/07, Lonehill, Sandton 1962, South Africa.

- 1. License and Acceptable Use.** The Sendeddy Services contain copyrighted material, inventions, intellectual property potential patentable business method material, design logos, phrases, names, logos or applications, and code, referred to in whole or in parts as ("Intellectual Property Content") all of which, unless otherwise indicated and/or provided pursuant to a third party license, are our sole property and we retain all appurtenant rights, interests, and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance", and "graphic function" of our Services including but not limited to its color combinations, sounds, layouts, and designs. You agree and acknowledge that your use of the Sendeddy Services does not confer upon You any license or permission to use our (or any third party's) Intellectual Property Content. You shall not reproduce, modify, display, sell, or distribute the Intellectual Property Content, or use it in any other way for public or commercial purpose. All other trademarks, service marks, and copyrights are held by their rightful owners. Sendeddy grants to you a non-exclusive, non-transferable (except as permitted below), worldwide limited license to make use of the Sendeddy Services to which You utilize. This license does not include any resale of Sendeddy Services, or its contents; any collection and use of any shipment listings, descriptions, or prices; any derivative use of any Sendeddy Service or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to You in this User Agreement are reserved and retained by Sendeddy or its licensors, suppliers, users, rights holders, or other content providers. No Sendeddy Service, nor any part of any Sendeddy Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Sendeddy. You may not misuse the Sendeddy Services. You may use the Sendeddy Services only as permitted by law.

**2. Definitions.**

**Sender.** A person or company that arranges to have goods transported on their own behalf by any type of conveyance. The Sender might be the consignee (recipient of the delivery) or the consignor (sender of the delivery), or a 3rd party that is neither. On Sendeddy, Senders may be referred to as the "Shipping Sender" or "Delivery Sender" or "Booking Party" or "Client" or "Sender" or "Sender".

**Transportation Service Provider (TSP).** Any party, person, agent or courier that provides freight (or passenger) transportation and related services to a Sender or agency. For the transportation of goods, this includes individual drivers, Transporters, brokers, freight forwarders, and third-party logistics providers.

**Courier.** A person or company who provides transportation of goods (or passengers) for compensation.

**Broker.** A person who, for compensation, arranges, or offers to arrange, the transportation of goods by an authorized motor Transporter. Motor Transporters, or persons who are employees or bona fide agents of Transporters, are not brokers within the meaning of this definition when they arrange or offer to arrange the transportation of loads which they are authorized to transport and which they have accepted and legally bound themselves to transport.

3. **Sendeddy is a Neutral Platform and Digital Platform.** Sendeddy is not a Transportation Service Provider or Sender. Our website and App acts as a Platform where Senders and TSPs can interact and enter into agreements. Sendeddy is not a party to any delivery agreement made between Sendeddy members via the Sendeddy software platform. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place on our website. Sendeddy does not prequalify or validate the claims of TSPs including with respect to their licensure, insurance and registration, nor does Sendeddy prequalify or validate the claims of brokers. Sendeddy does not endorse, recommend or refer any specific TSP or Sender, nor does Sendeddy have any control or influence over actions or decisions made by users of the service. All users of the Sendeddy platform make their own decisions and You acknowledge and agree that we are not in any way arranging transportation services on your behalf. Because we are not involved in the actual transaction between Senders and TSPs, we have no control over the accuracy of listings, the ability of TSPs to transport items, or the ability of Senders to send items. We cannot ensure the Sender or TSP will actually complete a shipment. We cannot and do not guarantee the ability of members to complete or fulfill any services booked through the Sendeddy platform. Furthermore, due to the difficulty of individual authentication, especially on the Internet, we cannot and do not guarantee the verification of any member's identity. Any identity verification methods we employ are strictly on a best efforts basis and should not be solely relied upon by our members. You acknowledge and agree that any and all communications, correspondence, verbal or written or by electronic means, or any warranties or representations made with regard to the arrangement of transportation services are not provided by us and are specifically and solely between You and the other member.
4. **Membership.** You agree that You can form legally binding contracts under applicable law. Our Services are not available to temporarily or indefinitely suspended Sendeddy members. You acknowledge that You are at least 18 years of age. Minors may only use our Services in conjunction with their parents or guardians. Your Sendeddy membership may not be transferred or sold to another party. If You are registering as a business entity, you represent that You have the authority to bind the entity to this agreement. Members who engage in the transportation of goods must have a valid license to operate the vehicle they intend to use. You agree that the Sendeddy Services are for transportation services only and that work that You provide will only involve transportation services. You agree that You will not use your participation in the Sendeddy website as a means to sell or market any types of goods or products, unless specifically allowed by Sendeddy.
5. **Delivery Senders.** You are responsible for reading all terms, conditions, and Bids published by TSPs when booking shipments on Sendeddy. You are agreeing to the TSP's terms, conditions, and tariffs; and entering into a legally binding agreement with the TSP, unless the transaction is prohibited by law or by this Agreement. You acknowledge that, unless otherwise noted by the TSP, pick-up dates, delivery dates, and transit times are estimates only and are not guaranteed. Cancellations may be requested by either party prior to services being rendered. A TSP reserves the right to inspect your shipment before accepting it, and to refuse to transport any item prohibited by this Agreement or by law. **IMPORTANT:** Sendeddy does not screen or qualify TSPs for compliance with, country or local laws and regulations. It is recommended that You confirm such compliance directly with the TSP before services are rendered by the TSP.
6. **Transportation Service Providers.** You must legally be able to transport the shipments You book through Sendeddy. You agree that it is your sole obligation to comply with all laws, rules, statutes and regulations that may apply including any and all local, Province, and country licensing requirements. TSPs agree that, through the various products and features on Sendeddy, they are solely responsible for all aspects of services, pricing, and terms they offer the Sender. Rates, services, and terms are solely provided by the TSPs and not by Sendeddy. You understand and acknowledge that all shipment information is provided by other registered users and Sendeddy has no control over or responsibility for the accuracy of this information. You are responsible for reading all of the shipment details and by booking shipments on Sendeddy, you are entering into a legally binding agreement to complete the services as requested by the Sender.
7. **APPOINTMENT OF SENDEDDY AS LIMITED PAYMENT COLLECTION AGENT FOR TRANSPORTER/AGENT**

- 7.1. Each Transporter/Agent hereby appoints Sendeddy as the Transporter/ Agent's limited payment collection agent solely for the purpose of accepting the Order Fees from Users of the Platform.
- 7.2. Each Transporter/ Agent agrees that payment made by a User through Sendeddy, shall be considered the same as a payment made directly to the Transporter/Agent, and the Transporter/Agent will make the Order available to the User in the agreed-upon manner as if the Transporter/Agent has received the Order Fees.
- 7.3. Each Transporter/ Agent agrees that Sendeddy may, in accordance with the cancellation policy as reflected herein, (i) permit the Shipper to cancel the Order within 12 hours of payment and (ii) refund (via Sendeddy) to the User that portion of the Order Fees as specified.
- 7.4. Transporter/ Agent / User may cancel requested Order within 12 hours, refer cancellation policy. In the event of the Transporter/ Agent or User cancelling a purchased Order within 12 hours, the cancelling party will be liable to Sendeddy for transactional fees depending on the payment selection of the User. Such cancellation penalties are as follows:
  - 7.4.1. 1,6% for EFT transactions
  - 7.4.2. 3,6% for Credit card/ Debit card or other payment types used
- 7.5. Each Transporter/ Agent understands that as Sendeddy accepts payments from the User as the Transporter/ Agent's limited payment collection agent and that Sendeddy Payments' obligation to pay the Transporter/ Agent is subject to and conditional upon successful receipt of the associated payments from User. Sendeddy does not guarantee payments to Transporter/ Agents for amounts that have not been successfully received by Sendeddy from User. In accepting appointment as the limited authorized agent of the Transporter/ Agent, Sendeddy Payments assumes no liability for any acts or omissions of the Transporter/ Agent or User.
8. **Payments.** Members have three payment options. A Drawdown, credit card or an instant EFT. An initial payment of R2000 is to be made before deliveries authorized, the system will automate a Receipt for the EFT. The EFT is secured through Paygate and once deliveries begin, a drawdown on your account will occur. When this sum is exhausted deliveries will be rejected until either paid by Credit Card or EFT.
  - 8.1. For pre-paid shipments on your Drawdown account, you authorize Sendeddy to release payment in accordance with the TSP's payment terms. TSPs are paid weekly.
  - 8.2. Chargebacks and Reversed Payments: In the event that a Member successfully charges back a credit or debit card payment or reverses any other payment type, then Sendeddy will reverse the payment with the Member and TSP accounts and the shipment would then be treated as unpaid. Members have access to print invoices of each shipment directly from your Sendeddy website dashboard.
9. **Sender Bidding Process:** The SENDER has two options:
  - You can accept Estimate Quote on the Web Site – wait for driver details
  - Or you can Go to the bid page
    - The Transporter will see either of these as the same suggested price:
    - You will have 3 minutes to choose your Transporter and, if they are available, you will be asked to confirm.
    - You will receive all the transporter details.

There will be no control of the bid down price other than a Floor price based on the vehicle type, this is in place to protect individual transporters.
10. **Currency.** All transaction in South Africa are completed in ZAR. South African Rands.
11. **Pricing and Price Changes.** Sendeddy does not set or control prices offered by Member or TSPs. Quotes and offers Members receive from Bids are required to be all-inclusive based on the information Members provide; however, if the actual shipment characteristics are materially different than specified by the Member and result in changes such as but not limited to equipment required, accessorial services required, all duties, customs assessments, governmental penalties and fines, taxes, and legal costs allocable to shipments, are to be borne by the sending member or party. The Booking Party shall be responsible for all

additional costs incurred. Members will be notified of any price changes or new fees that are requested through Sendeddy and Sendeddy will charge the Member's payment method on file within 48 hours.

12. **Fees.** You are solely responsible for paying all fees incurred by any Users of your account as well as all applicable taxes. You authorize Sendeddy to charge any applicable fees to the payment method(s) You provide to us. Sendeddy reserves the right to waive or change our fees, penalties, or interest at any time. We may temporarily change or suspend our fees as a promotion and such changes are effective for the promotional period described on the Sendeddy website.
  - 12.1. There are no registration or subscription fees for Members (personal or business),
  - 12.2. Sender Listing/Posting Fees. Sendeddy may collect a listing fee in order to list a delivery. The amount for such a listing fee, if any, will be displayed to members before listing any delivery.
    - 12.2.1. Sendeddy Fees may be discounted from time to time for special promotional programs. The features and functionality of each version or service level may be changed from time to time at Sendeddy's discretion.
    - 12.2.2. All fees charged by Sendeddy will be available on your dashboard and you can print your invoices from the system.
  - 12.3. Sender Service Charges. Sendeddy may collect a Service Charge fee from the Sender at the time of booking. The amount for such a Platform Charge, is automatically included in the final fee presented to the Sender. This fee is non-refundable in the event of a completed delivery.
    - 12.3.1. TSP Transaction Fees. The final fee is the bid price shown to the TSP before they accept the order. In the event a TSP assesses additional charges than the original booked quote due to changes in the services provided, the fee will be based upon the final assessed delivery price.  
Penalty Fees.
13. **Cancellations:** In the event of TSPs having a high volume of cancellations during the preceding 12 month period, those TSPs will by default have a variable surcharge applied to all shipments, referred to as an "excessive cancellation surcharge" the % applied to such fees will be determined based on the ratio of cancellations against completed deliveries, against the TSP. The purpose of such a surcharge is to incentivize TSPs to follow through on all accepted Bids. Excessive cancellation surcharges are applied at the discretion of Sendeddy and by accepting this agreement you accept this charge and the application of thereof, at Sendeddy's discretion
  - 13.1. BID: and Expiration Penalty Fees TSPs publish their fee through the Platform and in cases of Logistics companies, their T&Cs will apply. Senders can either instantly book at the published BID or send a Booking Request to the TSP, which the TSP can accept, decline or let expire.
  - 13.2. You, as a TSP, have 100% control over inaccurate quotes and expired booking requests. It is the responsibility of the TSP to ensure that proper pricing is rendering on Sendeddy's Services and that you respond to Booking Requests within the specified of receiving the request from the Sendeddy Platform.
  - 13.3. The TSP will be suspended from the Platform in the event of the following:
    - 13.3.1. If the TSP is suspended three or more times within a six-month period, the TSP may be subject to permanent suspension from Published Rates.

BID Penalty Table:

BID Rate	Fee Amount per Declined Booking Request
100% - 86%	R0
85% - 81%	R250
80% - 0%	R500 + 2 week suspension

BID Calculation:

Accepted BID Requests

(Accepted bid + Declined bid + Expired bid)

Sender canceled booking requests are not included in the BID calculation. The TSPs' BID rate will be reviewed by Sendeddy on a rolling 4-week period to determine performance level and/or fees incurred.

13.4. Transporter/ Agent / Shipper may cancel requested Order within 12 hours, however please refer cancellation policy section 15. In the event of the Transporter/ Agent or Shipper cancelling a purchased Order within 12 hours, the cancelling party will be liable to Sendeddy for transactional fees depending on the payment selection of the Shipper. Such cancellation penalties are as follows:

1,6% for EFT transactions

3,6% for Credit card/ Debit card or other payment types used

13.5. Failed ACH Fees. If payment by bank account (ACH) is not received for any reason, a fee of R500.00 will be debited to your Sendeddy account

14. **Sendeddy RECEIPTS and INVOICES** are processed through the system and are available on your personalised dashboard:

14.1. Receipts are automated, the first will be released once the payment is made:

14.1.1. Prepaid EFT receipt – Dashboard will reflect float EXHIBIT 1

14.1.2. Instant EFT receipt

14.1.3. Credit Card receipt

14.2. Invoices are automated, the first will be released once the delivery is closed:

14.2.1. Transporter Invoice Sender

14.2.2. Sendeddy Invoice to Sender

14.2.3. Sendeddy Invoice to Transporter

14.3. Chargebacks and Reversed Payments: In the event that a Sender successfully charges back a credit or debit card payment or reverses any other payment type, then Sendeddy will reverse the payment within the Sender and TSP accounts and the shipment would then be treated as unpaid.

Unwarranted chargebacks or payment reversals initiated by Sendeddy members are prohibited and will result in the suspension of your Sendeddy account, and may result in Sendeddy pursuing any and all options at its disposal to collect the withdrawn funds including, but not limited to, sending your unpaid account to a 3rd party collections agency. In the event that delivery services were not performed, all members must abide by the Sendeddy cancellation policy described in Section 11. The Sendeddy cancellation process ensures the integrity of the feedback system and accuracy of any refund.

There are situations where a chargeback may be warranted, such as when a member feels that their card or payment method has been charged fraudulently. Prior to any chargeback initiation, Sendeddy must be notified by the card holder so that Sendeddy may investigate the claim to determine if a chargeback is appropriate. A chargeback may not be filed as a replacement, or an addition to, a cancellation of a Sendeddy transaction.

If an unwarranted chargeback of the Sender's payment is initiated and accepted by the payment processor or other entity, Sendeddy reserves the right to charge the TSP for any costs associated with the chargeback. If a chargeback is accepted, the TSP becomes responsible for that invoiceable amount.

15. **Credits:** Credits are allocated by the system, either bought through eft/credit card or earned through a completed delivery, and are visible in your Profile page.

15.1. Senders and Credit

15.1.1. Senders can buy any amount of credits

15.1.2. The desired amount is an input after which they can make payment and a receipt is generated by Paygate

15.1.3. The Credits are allocated to their profile

15.1.4. When an order is placed and accepted, the credits will be reserved until successful delivery (QR codes scanned)

15.1.5. Once the last QR is scanned the reserved credits are released and transferred to the Transporter profile

- 15.2. For a once off order.
  - 15.2.1. The sender will accept a bid and redirected to Paygate to make payment
  - 15.2.2. Upon payment the Credits is reserved, and the Sender will not see the credits in their profile
- 15.3. Transporters and payment
  - 15.3.1. On every completed order an invoice is generated for bid amount plus VAT
  - 15.3.2. Transporters can see their credits in their profile
  - 15.3.3. They will receive payouts based on their credits
- 16. **Authorization to Credit and Debit Accounts.** As a Sender or TSP, you irrevocably and expressly authorize Sendeddy to credit any monies to the account that You have identified for Sendeddy. You agree that it is your responsibility to maintain a valid, credit card or bank account on file with us while engaging in activity with the Sendeddy Services. You agree that if You do not maintain a valid, credit card or bank account on file with us during any billing attempt, you may be subject to interest and penalties per Section 12. You expressly authorize Sendeddy to withhold any monies and/or debit any monies from any account that You have identified to Sendeddy for any chargebacks, fees, costs, deductions, adjustments and any other amounts owed to Sendeddy. We reserve our rights to all actions and remedies in connection with any monies owed to Sendeddy.
- 17. **Match Cancellations and Account Credits.** A cancellation may be requested by either party after a delivery is booked on Sendeddy but before any services are performed. Cancellations should only be requested after reasonable attempts have been made to reach an agreeable solution and it is certain that the services that were booked on Sendeddy will not be performed. When You request a cancellation, the other party will be notified and will have 72 hours to respond by either:
  - 17.1. accepting the cancellation and your reason;
  - 17.2. accepting the cancellation but providing their own reason and/or comments; or
  - 17.3. disputing the cancellation and requesting review by Sendeddy staff.
- 17.4. If your Request for Cancellation is accepted by the other party, the match will be cancelled and the delivery can either be relisted or deleted. If your Request is disputed by the other member, then the Request will be sent to Sendeddy and a determination will be made on allowing or not allowing the Cancellation. If the other party does not respond within the 72 hour period, the cancellation and reason will be automatically accepted.
  - 17.4.1. Refunds. A full refund will be issued for all cancelled transactions. However, a refund can only be given if the Sendeddy Payments payment has not been released to the TSP. The Sender must first acquire a refund from the TSP before completing a cancellation on Sendeddy.
  - 17.4.2. Excessive Cancellations. Every TSP is allowed 1 cancellation for every 10 booked deliveries without penalty, with your total booked deliveries always rounded up to the nearest 10. Each cancellation above this allowance is considered to be excessive, and TSPs that have excessive cancellations at the time a bid is placed or offer is accepted will have a variable surcharge added to their transaction fee. The cancellation rate is equal to the total number of cancellations divided by the total number of matches, minus any special cases. The TSP's transaction fee will incur an excess cancellation surcharge (see section **Error! Reference source not found.**)
  - 17.4.3. based on the TSP's previous 12 month cancellation rate on Sendeddy. Cancellations do not affect the % positive feedback or overall score. Excessive cancellations will be displayed in the TSP's profile.
- 18. **GENERAL PROVISIONS**
  - 18.1. No Assignment/No Insurance.
    - 18.1.1. This Refund Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Transporter, and the Transporter has not paid any premium in respect of the Refund Policy. The benefits provided under this Refund Policy are not assignable or transferable by you.
    - 18.1.2. Contracting Entity. If you are using the Site and you reside in the RSA, this Refund Policy is between you and Sendeddy Pty Ltd.
  - 18.2. ROUNDING OFF

18.2.1. Sendeddy may, in its sole discretion, round up or round down amounts that are payable from or to Shipper or Transporter/ Agents to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest Rand or other supported currency); for example, Sendeddy will round up an amount of R101.50 to R102.00, and R101.49 to R101.00.

### 18.3. PAYMENT PROCESSING ERRORS

18.3.1. We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

### 18.4. TAXES

18.4.1. Tax regulations may require us to collect appropriate tax information from our Transporter/ Agents, or to withhold taxes from payouts to Transporter/ Agents, or both. Sendeddy reserves the right to request all required VAT and TAX certificates of registration as deemed appropriate. Sendeddy reserves the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

18.4.2. You as a Transporter/ Agent understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Order fulfilled. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Sendeddy cannot and does not offer Tax-related advice to any Members.

18.4.3. Where applicable, or based upon request from a Transporter/ Agent, Sendeddy may issue a valid VAT invoice to such Transporter/ Agent.

18.4.4. You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "Tax Authority") where your Trip/order is located may require Taxes to be collected by Transporter/ Agents from Shipper on the amount paid for the right to use and/or occupancy of Trips/order, and to be remitted to the respective Tax Authority. This remains responsibility of the Shipper.

18.4.5. Whether you are a Shipper of Transporter/ Agent, you agree that any claim or cause of action relating to collection and remittance of Taxes shall not extend to any supplier or vendor that may be used by Sendeddy in connection with collection and remittance of Occupancy Taxes, if any. Shipper and Transporter/ Agents agree that we may seek additional amounts from you in the event that the Taxes collected or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes collected by Sendeddy Payments from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

19. **Mobile Application Usage.** When using the Services on a mobile device and/or the Sendeddy mobile application, you shall: (i) observe all traffic laws and otherwise drive safely; (ii) use your good personal judgment while driving, (iii) not interact with the app, unless your vehicle is stationary and legally parked; (iv) not use the Services for any illegal, unauthorized, unintended, unsafe, hazardous, or unlawful purposes.

Sendeddy does not warrant that the mobile application will be compatible or interoperable with your mobile device or any other piece of hardware, software, or equipment. Furthermore, you acknowledge that compatibility and interpretability problems can cause the performance of your mobile device to diminish or fail completely, and may result in permanent damage to your mobile device, and corruption of the software of and files located on your mobile device, and Sendeddy shall have no liability should these problems arise. You assume all responsibility and risk for the use of the Sendeddy Services and mobile applications.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct application for your device. Sendeddy is not liable if you do not have a compatible mobile device or if you download the wrong version of the application for your mobile device. Sendeddy reserves the right to terminate the Service and the use of the application should you be using the Service or application with an incompatible or unauthorized device. You will comply with all applicable law from

your home nation, the country, Province, and/or city in which you are present while using the application or Service.

20. **Transporter Cargo Claims and Transporter Limitations of Liability.** As a neutral Platform, Sendeddy does not set terms specific to Transporter cargo liability. Except where otherwise provided by the Transporter via the Sendeddy platform, the Transporter liability for any cargo damage, loss, or theft from any cause shall be determined under the presiding, applicable law. All cargo claims should be submitted immediately by the Sender to the selected TSP to help ensure timely resolution, and Sendeddy shall have no liability or responsibility for same. The Sender may not offset freight or other charges against claims for any loss, damage, misdelivery, or non-delivery. Where provided by the Transporter through Sendeddy, the liability for cargo loss offered will be determined by the individual Transporter's governing General Rules Tariff or terms and conditions in effect at the time of shipment. If a shipment contains freight with a predetermined exception value, as determined by the selected Transporter, the maximum exception liability will override the otherwise standard liability for cargo loss. The maximum amount that a Sender may recover on a cargo claim will be that which is recoverable under the Transporter's published liability limits and/or tariffs. The Sender agrees that by booking a shipment on Sendeddy they have been afforded a choice of reasonable liability rates for the protection of all freight shipped, and has voluntarily chosen the released rates and limits published by Transporters through the Transporters T&Cs, where applicable.
21. **Information You Submit.** You solely are responsible for any information You provide to us or other users in the registration, delivery, transportation process, or any other use of our Services. Your personal information and any shipment listings must be true, legal, accurate, and non-fraudulent. You authorize Sendeddy to use the information You supply to us in connection with our Services and in accordance with this Agreement. You acknowledge and agree that our Services act as a passive conduit for any and all communication and/or distribution of information. We have no control, editorial or otherwise, over any communication, information, and specifically, over the content of such communication or information. We do not and will not ensure the accuracy or reliability of such communication or information nor will we act as a monitor over the content of such communication for information. However, we do reserve the absolute right to remove or restrict any communication or information that You may post to the Sendeddy Services that is in violation of this Agreement, illegal, threatening, or lewd. You assume legal responsibility for all damages incurred as a result of any of your online communication or distribution of information.

Furthermore, you expressly represent and warrant the following: (1) You are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that You post on the Sendeddy Services, or; (2) You are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. To only that extent to allow us to use your communication, content and/or information and not violate your rights in the same, you grant to us a royalty free, transferable, worldwide, perpetual, irrevocable, sub-licensable, non-exclusive license to exercise the copyright, publicity and database rights that You have in your communication, content and/or information. You further represent and warrant that any and all of your online communication, content and/or information:

- 21.1. Will not violate any international, federal or Province law, regulation, rule, or statute;
- 21.2. Will not violate the terms of this Agreement;
- 21.3. Will not infringe upon any third party's intellectual property rights including but not limited to copyright, patent, or trademark rights;
- 21.4. Will not contain obscene, lewd, or suggestive content and under no circumstances will it contain pornography;
- 21.5. Will not be libelous, threatening, harassing, or defamatory. This specifically includes making legal claims of any sort about Sendeddy employees, agents, other members, or any of the Sendeddy Services;

- 21.6. Will not knowingly contain any computer hardware or software, viruses, trojan horses, worms, or any other computer programming that may interfere with the operation of our Services, operation of any of our systems, and/or create or impose a large burden or load on our Services;
- 21.7. Will not scan or test the vulnerability or security of our Services or the system within which our Services operate;
- 21.8. Will not be used for commercial or public purposes outside of the requirements of this Agreement;
- 21.9. Will not knowingly create liability for Sendeddy through your use of Sendeddy's Services;
- 21.10. Will not frame or link to our Services without our written permission; and
- 21.11. Will not knowingly involve the upload, or insertion of, any programming language or code into or onto our Services.
- 21.12. **Sendeddy Member Moderation.** The Sendeddy Services are self-policed by Sendeddy members via a flagging system that is used to communicate the policies of the Sendeddy User Agreement. A registered user who receives a red flag on three separate occasions is subject to suspension of their account. Sendeddy reserves the right to edit, amend, or delete any information posted on the Sendeddy Services if, in the sole opinion of Sendeddy, that it is in violation of any policy.
- 21.13. **Information Posted Publicly.** Unless otherwise indicated, delivery transaction activity on Sendeddy is intended to be made public, and You are authorizing Sendeddy to use or repurpose this information within the scope of the Sendeddy Services and this Agreement, including in a user identifiable manner. In order to maintain the safety, security and integrity of the Sendeddy Service, you may not provide contact information to other members prior to booking and never on any public area of the site.
- 21.14. **Information Posted Privately.** For any information, You provide that is expressly not intended to be made public, You grant Sendeddy a right to use the information in aggregate or in a non-user identifiable manner.
- 21.15. Some portions of the Sendeddy platform implement Google Maps mapping services, including Google Maps API(s). Your use of Google Maps is subject to [Google's Terms of Service](#).
22. **Prohibited Activities.** Sendeddy may suspend or remove your account if we suspect that You have engaged in prohibited activities in connection with our Services. Sendeddy reserves the right, but is not obligated, to edit, amend, or delete any prohibited or malicious content that members submit on our Services. Members may not manipulate or attempt to manipulate other member's Sendeddy accounts. Other prohibited activities include but are not limited to:
- 22.1. Requesting payment from another Sendeddy member.
- 22.2. Improperly influencing in any manner, or cause another to, improperly influence or manipulate in any manner the feedback of the member;
- 22.3. Posting and/or copying and pasting the content of a member feedback review from the Sendeddy Services to your own personal or business website, to any other third-party website and/or on any of your own personal, business, or third-party marketing/advertising materials regardless of the form;
- 22.4. Posting or attempting to post, in any manner or by any means, a feedback review on your own account;
- 22.5. Asking Senders to pay off-site through another form of payment when they have already paid through Sendeddy Payments.
- 22.6. Changing, or in any way attempting to collect from members, as an additional charge to the total amount agreed upon for the services, the Sendeddy Transaction Fee, or;
- 22.7. Charging members a higher price (including taxes, service charges, or any other fees) than that which was agreed upon on Sendeddy (provided that the shipment was as described on Sendeddy). The booked shipment price must include ANY and ALL charges, including any taxes, fees, etc.;
- 22.8. Representing or communicating to members that You are to collect the Sendeddy Transaction Fee;
- 22.9. Causing another person or entity to engage in any conduct, act or behavior intended or designed to circumvent or avoid, in any manner, our right to the Sendeddy Transaction Fee;

- 22.10. Entering into any transaction, letter of intent, or memorandum of understanding, written or verbal, formal or informal agreement, with a member, that circumvents or avoids our right to a Transaction Fee;
- 22.11. Communicating or corresponding, whether by written, verbal, or electronic means, with a member, for the purpose of entering into an agreement or transaction that circumvents or avoids our right to a Transaction Fee;
- 22.12. Entering personal contact information, such as but not limited to: website addresses, fax numbers, phone numbers, or email addresses;
- 22.13. Using personal contact information, such as but not limited to: website addresses, fax numbers, phone numbers, or email addresses, obtained through the Sendeddy site to offer to deliver a listed shipment off-site or to offer a shipment for delivery off-site.
23. **Right to Suspend or Remove Members.** We reserve the absolute right to reject or suspend your participation, or remove You from your current participation, with the Sendeddy Services at any time and for any reason or for no reason and without notice to You. We are not liable for any damage or loss resulting from such hold, suspension, or removal. An event that may result in the suspension or removal of your participation can include but is not limited to: flagging; abusive or hostile behavior; unresolved Sender disputes; multiple accounts or relation to other accounts; committing fraud or violating this User Agreement; and, poor performance on the site (high cancellations or negative feedback, etc.). Sendeddy has no obligation to disclose the reason for actions taken under this section. All decisions are final.
24. **Feedback.** For each Sendeddy transaction, the Sender and TSP are allowed to rate each other by leaving feedback for one another.
- 24.1. Feedback should be left only once a shipment has been delivered. Feedback consists of leaving one rating (positive, negative, or neutral), along with a short comment about your experience as well as star ratings based upon specific components of a TSP's service. You acknowledge that your feedback consists of comments left by other Sendeddy members and a composite feedback number compiled by Sendeddy. You agree that You will not use your Sendeddy feedback in any Platform other than Sendeddy. Members should always use caution and good judgment when leaving feedback for another member because members could be held legally responsible for damages to a member's reputation if a court were to find that the remarks constitute libel or defamation. Sendeddy does not censor feedback or investigate it for accuracy, Sendeddy is not legally responsible for the remarks that members post, even if those remarks are defamatory. However, this law does not protect the person who leaves the feedback from responsibility for it.
- 24.2. Resolving Feedback Disputes. To maintain the integrity of the feedback system, feedback left for a member is a permanent part of that member's profile. Generally, feedback comments cannot be edited at a later date. Members should resolve any misunderstandings prior to leaving feedback, as most misunderstandings can and are resolved quickly through direct communication. There may be times when You are unhappy with, disagree with, or regret feedback that You left for another member, or that may have been left for You. If You have a disagreement over feedback that has been left, you have the following options to respond:
- 24.2.1. Reply to Feedback Received. Share your side of the story by responding to any comment that has been left for you. Your response will be shown directly below the comment left by the other Sendeddy member.
- 24.2.2. Mutual Feedback Withdrawal. If both members are able to resolve a problem after feedback has been left, you can mutually agree to withdraw the feedback rating and comment. Both members must agree, and feedback will be withdrawn at the same time upon confirmation of the request by both members.
- 24.2.3. Feedback Comment Withdrawal. Sendeddy will remove individual feedback comments only in very rare circumstances, such as but not limited to, when they violate certain Sendeddy policies and instances when Sendeddy receives a valid court order to remove feedback.
25. **Dispute Resolution.** Disputes between You and Sendeddy regarding our Services should be reported [info@Sendeddy.com](mailto:info@Sendeddy.com) Subject, Dispute. We will attempt to resolve any disputes You have with us. Because we are a neutral platform, we are not responsible for resolving any disputes between you and members

regarding services. If You report a dispute to Sendeddy, we will make reasonable efforts to help both parties communicate; however, all disputes must be resolved directly between You and the other party. Therefore, if we are contacted by a member who claims to have a dispute with You regarding transactions completed on Sendeddy and they request your contact information (including but not limited to any of your provided phone numbers and/or addresses) to settle the dispute, you expressly authorize us to release your provided contact information to the Sendeddy member and You agree to release us from any and all liability associated therewith. We encourage You to report all member-to-member disputes to law enforcement officials, or a certified mediation or arbitration entity. When appropriate, we also encourage you to report disputes involving fraud, theft, or other criminal activity to the appropriate law enforcement agencies.

26. **Prohibited and Restricted Items.** Prohibited Items: Hazardous or dangerous goods. These are items that may pose a danger to health, safety, or property while being transported (such as explosives, radioactive materials, flammable gases and solids, and toxic substances). Hazardous goods that cannot be shipped through the mail or commercial Transporter are not allowed on Sendeddy. The few hazardous materials that lawfully may be transported under certain conditions (if they are properly packaged and labelled) may be listed on Sendeddy - provided that the listing contains a clear notice of the hazardous nature of the material and a description of the planned method of delivery that complies with the law. For details on particular hazardous substances and transportation requirements in the South Africa, see <https://www.gov.za/sites/www.gov.za/files/Act%2015%20of%201973.pdf>  
These guidelines do not constitute legal advice and do not pertain to any particular company's practices. When in doubt, check with law enforcement agencies, a lawyer, the law or with a copyright, trademark or other rights owner for clarification. Anyone who sends, or causes to be sent, a non-mailable or improperly packaged hazardous material can be subject to legal penalties (i.e., fines and/or imprisonment).
27. **No Agency.** You hereby agree and acknowledge that your execution of this Agreement, your provision of services and/or your use of the Sendeddy Services, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us and furthermore that no affiliation, association or connection exists between You and Sendeddy.
28. **Release.** Should you have a dispute with one or more Sendeddy users, you release Sendeddy, Inc., its officers, directors, agents, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
29. **Confidentiality/Non-Disclosure.** As a result of the performance of this Agreement and whether due to any intentional or negligent act or omission, we may disclose to You or You may otherwise learn of or discover, our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of our business ("Our Information"). You hereby agree and acknowledge that any and all of our information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by the performance of this Agreement. Any disclosure of Our Information to a third party specifically including a direct competitor is strictly prohibited and will be vigorously challenged in a court of law. All obligations contained herein shall survive the termination of this Agreement. Furthermore, You acknowledge that our information is proprietary, confidential, and extremely valuable to us, and that we would be materially damaged by your disclosure of Our Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that we shall be entitled to injunctive relief.
30. **VAT and Taxes.** You are solely responsible for any and all VAT, taxes, levies, charges, and fees incurred or that may be payable to any taxing authority in connection with the transactions hereunder, other than any income tax incurred by Sendeddy. All fees stated for use our Services are net of any applicable taxes.
31. **Record Keeping/Audit.** Sendeddy reserves the right to keep all records of any and all transactions and communications between You and other members for administration purposes in accordance with all applicable laws and regulations.

32. **Non-solicitation.** During the term of this Agreement You shall not solicit to hire nor hire our employees of whom You become aware of through the performance of this Agreement. Furthermore, you shall not otherwise interfere with any of Sendeddy's other business relationships including but not limited to those with other Sendeddy members. Specifically, you shall not knowingly, directly or indirectly, solicit or attempt to solicit, divert, and/or send marketing content to any Sendeddy member in which you initially constituted a relationship through Sendeddy.
33. **Unsolicited Idea Submission.** We always want to receive messages and feedback from Sendeddy members and welcome any comments regarding the Sendeddy marketplace. However, Sendeddy policy does not allow us to accept or consider ideas, suggestions, or proposals other than those we specifically request. The intent of this policy is to avoid the possibility of future misunderstandings when new functionality and features developed internally by Sendeddy might be similar or even identical to your idea.

If You do send Sendeddy an unsolicited suggestion, idea, or proposal, or if You send, at the request of Sendeddy, a comment or suggestion to improve the Sendeddy Marketplace (for example, through discussion boards or via email) (collectively, the "Submission"), Sendeddy will consider the Submission to be non-confidential and non-proprietary. Sendeddy shall have no obligations concerning the Submission, contractual or otherwise (including but not limited to an obligation to keep the Submission confidential), and shall not be liable for any use or disclosure of any Submission. Sendeddy shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to you.

34. **Remedies.** Remedies for use of our Services that violate this agreement include, but are not limited to, the immediate removal of your shipment(s), offers, bids and/or profile, notifying our members of your actions, issuing a warning, temporarily suspending your membership, terminating your membership, and refusing to provide our Services to You.
35. **Limited Liability and No Warranty.** You acknowledge that we cannot guarantee the continuous operation of or access to our sites, Services, or tools including those of 3rd party solution providers. You further acknowledge that operation of and access to our sites, Services, or tools including those of 3rd party solution providers may be interfered with as a result of technical issues or numerous factors outside of our control. You agree that You are making use of our sites, Services, and tools including those of 3rd party solution providers at your own risk, and that they are being provided to You on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, warranties of title, fitness for a particular purpose. In addition, to the extent permitted by applicable law, we are not liable, and You agree not to hold Sendeddy responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting indirectly from:
- 35.1. Viruses or other malicious software obtained by accessing our Services, or tools linked to our Services including those of 3rd party solution providers;
  - 35.2. Glitches, bugs, errors, or inaccuracies of any kind including information and graphics obtained from or in our Services;
  - 35.3. The content, actions, or inactions of third parties, including items listed using our Services;
  - 35.4. Your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this Agreement or our policies.
  - 35.5. Changes to the Service availability, planned or unplanned service downtime.
  - 35.6. Changes to any Sendeddy products, features and Services.
  - 35.7. Your removal from the Sendeddy marketplace.
- Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to You.
36. **Indemnity.** You agree to indemnify and hold Sendeddy and our officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your negligence, breach of this Agreement, or violation of any law or the rights of a third party.

37. **Legal Compliance.** You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Senddeddy Service and your listing, shipping, transporting, and solicitation of offers to ship and transport items.
38. **Arbitration.** Any legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by Senddeddy to collect our fees and/or recover damages for, or obtain an injunction relating to, the Senddeddy operations, intellectual property, and our Services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Johannesburg, South Africa and judgment on the arbitration award may be entered into any court having jurisdiction thereof.
39. **Trademark and Domain Name Protection.** The Senddeddy Services contain trademarks, trade names, trade dress, service marks, domain names or other indicia of ownership (collectively the "Marks") owned or licensed for use by Senddeddy. Unless otherwise agreed to in an Addendum to this Agreement, you agree that no right, property, license, permission, or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by You pursuant to the execution, performance or non-performance of this Agreement or any part thereof. You shall in no way contest or deny the validity of, our right of title to or license of use for, the Marks, and You shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Senddeddy Services without express written consent. You may not use any meta tags or any other "hidden text" utilizing Senddeddy's name or trademarks without the express written consent of Senddeddy. You shall not use or register any domain name that is identical to or similar to any of the Marks.
40. **Security.** Senddeddy uses industry standard practices to safeguard your personal information, including firewalls and Secure Socket Layers (SSL). We utilize several different security techniques to protect data from unauthorized access, but we cannot guarantee the security of our system. We also do not guarantee uninterrupted or secure access to our system, as the operation of our Services can be interrupted by numerous factors outside of our control.
41. **Governing Law.** THIS AGREEMENT AND YOUR USE OF THE SERVICES SHALL BE GOVERNED BY THE LAWS OF SOUTH AFRICA WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.
42. **Other Terms and Conditions.** You acknowledge and agree that we have the sole discretion to set forth and post additional terms and conditions for your use of the Senddeddy Services at various places throughout the all of Senddeddy's Services. You agree that those additional terms and conditions shall be considered an effective amendment to this Agreement and said terms and conditions shall be incorporated herein. Furthermore, you expressly agree that if there is any conflict between those additional terms and conditions and the specific terms and conditions set forth herein, the terms and conditions set forth in those additional terms shall govern.
43. **General.** This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.

**Last Revised Date: 16 April 2018**

<https://www.google.com/intl/en-gb/policies/terms/>

By using the Site, you agree to comply with and are legally bound by the terms and conditions of these Terms and Conditions ("Terms"), whether or not you become a registered User of the Services.

These Terms govern your access to and use of the Site and Services and all Collective Content (defined below), and constitute a binding legal agreement between you and Sendeddy.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Services. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

#### **WHAT TYPES OF INFORMATION DOES SENDEDDY GATHER ABOUT ITS USERS?**

We receive, store and process information, including Personal Information, such as name, registration number, ID, contact information, that you make available to us when accessing or using our Site and Services. Examples include when you:

- fill in any form on the Site, such as when you register or update the details of your User account, or when you supply an ID and other verification information;
- access or use the Site, such as to search for or post deliveries, make or accept deliveries, pay for deliveries, book or pay for any associated services that may be available (such as but not limited to labour, specialized equipment), post comments or reviews, or communicate with other Users;
- link your account on a Third-Party Site (e.g. Facebook) to your Sendeddy Account, in which case we will obtain the Personal Information that you have provided to the Third-Party Site, to the extent allowed by your settings with the Third-Party Site and authorized by you;
- communicate with Sendeddy; and
- share information with another Member.
- Information we get from your use of our Site

We also receive, store and process information, possibly including Personal Information, when you access or use our Site and Services, including but not limited to:

#### **Bank Account Details**

We use banking information to deduct due Fees and to refund as appropriate.

#### **Mobile Data**

When you use certain features of the Site, in particular our mobile applications we may receive, store and process different types of information about your location, including general information (e.g. IP address, zip code) and more specific information (e.g. GPS-based functionality on mobile devices used to access the Site or specific features of the Site). If you access the Site through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

#### **Contact Information**

You may use your contact information, such as your email address, web address and phone number to create or customize your account or to enable certain account features, for example, for login verification. If you provide us with your email address, phone number or web address, you agree to receive emails to that email address, text messages to that phone number or messages to that WeChat account, as the case may be. We may use your contact information to send you information about our Site and Services, to market to you, and to help prevent spam, fraud, or abuse.

### **Log Data**

We may also receive, store and process Log Data, which is information that is automatically recorded by our servers whenever you access or use the Site, regardless of whether you are registered with Sendeddy or logged in to your Sendeddy Account, such as your IP Address, the date and time you access or use the Site, the hardware and software you are using, referring and exit pages and URLs, the number of clicks, device event information, pages viewed and the order of those pages, and the amount of time spent on particular pages.

### **Cookies and other Tracking Technologies**

Sendeddy uses cookies and other similar technologies, such as mobile application and other device identifiers, on the Site. We may also allow our business partners to use their cookies and other tracking technologies on the Site. As a result, when you access or use the Site, you will provide or make available certain information to us and to our business partners.

While you may disable the usage of cookies through your browser settings, we do not change our practices in response to a “Do Not Track” signal in the HTTP header from your browser or mobile application. We track your activities if you click on advertisements for Sendeddy services on Third-Party Sites such as search engines and social networks, and may use analytics to track what you do in response to those advertisements.

We may, either directly or through Third Parties we engage to provide services to us, also continue to track your behaviour on our own Site for purposes of our own Member support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, as well as to enable you to use and access the Site and pay for your activities on the Site. We may also, either directly or through Third-Parties we engage to provide services to us, track your behaviour on our own Site to market and advertise our services to you on the Site and Third-Party websites. Third Parties that use cookies and other tracking technologies to deliver targeted advertisements on our Site and/or Third-Party websites may offer you a way to prevent such targeted advertisements by opting-out at the websites of industry groups.

### **HOW SENDEDDY USES AND PROCESSES THE INFORMATION THAT YOU PROVIDE OR MAKE AVAILABLE**

- We use, store and process information about you for the following general purposes:
- to enable you to access and use the Site;
- to enable you to communicate with other Members, including but not limited to by sending them messages or other information during the Order process;
- to operate, protect, improve and optimize the Site, Sendeddy’ business, and our Users’ experience, such as to perform analytics, conduct research, personalize or otherwise customize your experience, and to provide User service;
- to help create and maintain a trusted and safer environment on the Site and Services, such as detection and prevention of actual and potential fraud and other harmful activity, conducting investigations and risk assessments, enforcing our Terms and policies, verifying the address of your Listings, verifying any identifications provided by you (including by comparing the photo on that identification to another photo you provide to us), and conducting checks against databases and information sources (such as but not limited to public government databases) for fraud detection and prevention, risk assessment and harm prevention purposes. In this regard, we may do any or all of the foregoing with or without further notifying you;
- to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;
- to send you marketing, advertising, and promotional messages and other information that may be of interest to you, including information about Sendeddy, our Services, or general promotions for partner campaigns and services. You can unsubscribe from receiving these communications in your settings (in the “Account” section) when you login to your Sendeddy Account;

- to administer referral programs, rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by Sendeddy or our Third Party business partners;
- to comply with our legal obligations, resolve any disputes that we may have with any of our Users, and enforce our agreements with Third Parties;
- to undertake the Environmental Commodities Processes.

## **HOW SENDEDDY USES AND PROCESSES USER COMMUNICATIONS**

We may, either directly or through Third-Parties, engage to provide services to us, review, scan, or analyze your communications with other Users exchanged via the Site for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research and Member support purposes. For example, as part of our fraud prevention efforts, the Site may scan and analyze messages and attachments to mask contact information and references to other websites. This helps to prevent fraudulent actors from asking Senders to send them money outside of the Site, such as by bank transfer or other money transfer methods. We may also scan, review or analyze messages for research and product development purposes to help make search, booking and User communications more efficient and effective, as well as to debug, improve and expand product offerings. We will not review, scan, or analyze your communications for sending Third-Party marketing messages to you. We will also not sell these reviews or analyses of communications to Third Parties. We will also use automated methods to carry out these reviews or analyses where reasonably possible. However, from time to time we may have to manually review some communications. By using the Site, you consent that Sendeddy, in its sole discretion, may, either directly or through Third-Parties we engage to provide services to us, review, scan, analyze, and store your communications, whether done manually or through automated means.

## **WHEN SENDEDDY DISCLOSES OR SHARES YOUR PERSONAL INFORMATION, AND TO WHOM**

**IMPORTANT:** When you use the Site, your data may be sent to the other countries in accordance with this Privacy Policy.

We may transfer, store, use and process your information, including any Personal Information, to countries outside of South Africa including the United States and possibly other countries. By using the Site, you consent to transferring your data to these countries. Please note that laws vary from jurisdiction to jurisdiction, and so laws and regulations relating to privacy and data disclosure, applicable to the places where your information is transferred to or stored, used or processed in, may be different from the laws and regulations applicable to the place where you are resident.

Your Personal Information may be transferred, stored, used, processed and disclosed as follows:

- Parts of your public profile page that contain some Personal Information may be displayed in other parts of the Site to other Users for marketing purposes or if you post content in a community forum or other features on the Site that are visible to the general public.
- Your public Listing page will always include some minimum information such as where the Order destination and arrival place, your Listing description, estimated calendar date applicable, any vehicle photos uploaded, Job indicated pricing and any additional information you share with other Members. Your public Listing page may also include aggregated demand information (such as number of page views over a period of time). Parts of your public Listing page may be displayed in other parts of the Site to other Members and/or Third Party Sites for marketing purposes. The Site may also display the Transportation's approximate geographic location on a map, such that a User can see the general area of the Transportation.
- The Site allows your public profile and public Listing pages to be included in search engines, in which case your public profile and public Listing pages will be indexed by search engines and may be published as search results.

- When you place an order, your full Company name, and other Personal Information you agree to pass through to the Transporter(s) will become visible to the Transporter(s) of any Listing you purchase or request. In addition, if you agree to be contacted by the Transporter(s) by phone before you Book, and the Transporter(s) decides to do so. Sendeddy is a user platform and we encourage Sender and Transporter to communicate with each other directly.
- When your placed order is accepted by the Transporter(s) or when a Transporter offers to complete your required Order, we will disclose some of your Personal Information to the Transporter(s) and any confirmed Sender(s). However, your billing and payout information will never be shared with another User.

Notwithstanding that you do not reside in South Africa, some of your Personal Information will be transferred to, stored, used and processed by Sendeddy South Africa in the following circumstances:

- When you create a Listing in South Africa, (i) your name and phone number, (ii) all information relating to the Listing including its address, (iii) booking information relating to the Listing (such as Shipper details as set out in paragraph (b) below, booking dates and payment amounts), and (iv) messages between you and prospective and confirmed Senders at the Listing.
- When you Place an Order in South Africa, (i) your name and phone number, (ii) booking dates, (iii) messages between you and the Transporter, and (iv) the names, registration numbers of the Shipper(s).
- When you send a message to a Transporter in relation to that Transporter's Listing in South Africa, your first name, profile picture and message content via the Sendeddy Site.
- We may distribute parts of the Site (including your Listing) for display on Sites operated by Sendeddy's business partners and affiliates, using technologies such as HTML widgets. If and when your Listings are displayed on a partner's Site, information from your public profile page may also be displayed.
- Sendeddy may provide your Company or Personal Information to its Affiliates and their employees, to use and process your Personal Information in the same way and to the same extent that we are permitted to under this Privacy Policy. These related entities comply with the same obligations that we have to protect your Personal Information under this Privacy Policy. Sendeddy Payments may share your Personal Information for (i) their everyday business purposes; (ii) to jointly market products or services to you with other financial Third Parties with whom Sendeddy Payments has a formal agreement; and (iii) with respect to information about your transactions and experiences only, for their Affiliates' everyday purposes. You can unsubscribe or opt-out from receiving marketing communications in your settings (in the "Newsletter" section) when you receive communications.
- We may also engage Third Parties, who may be located outside of the South Africa, to provide services to us, including but not limited to technology services and services to help verify your identification, to help match the photo on your ID to other photos of yourself you send to us, to conduct checks against databases such as but not limited to public government databases (where legally allowed), to otherwise assist us with fraud prevention and risk assessment, to assist us with Member Service, to serve targeted ads, and to facilitate the payments or reimbursements you request. We may provide Personal Information about you to these Third Parties, or give them access to this Personal Information, for the limited purpose of allowing them to provide these services.
- You acknowledge, consent and agree that Sendeddy may access, preserve and disclose your account information and Collective Content if required to do so by law or in a good faith belief that such access, Order or disclosure is reasonably necessary (a) to respond to claims asserted against Sendeddy; (b) to comply with legal process (for example, subpoenas and warrants), including legal process associated with national security and law enforcement; (c) to enforce and administer our agreements with Users, such as the Terms of Service and this Privacy Policy, risk assessment, investigation, User support, product development and de-bugging purposes; or (e) to protect the rights, property or personal safety of Sendeddy, its Users or Members of the public.

- In instances where Sendeddy complies with legal requests for User data without notice to the User for the

reasons described above, Sendeddy will use commercially reasonable efforts to notify that User about the request after the fact if we determine in good faith that we are no longer legally prohibited from doing so.

- We may also publish, disclose and use aggregated anonymous information and non-personal information for industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

#### BUSINESS TRANSFERS BY SENDEDDY

If Sendeddy undertakes or is involved in any merger, acquisition, reorganization, sale of assets or bankruptcy or insolvency event, then we may sell, transfer or share some or all of our assets, including your Personal Information. In this event, we will notify you before your Personal Information is transferred and becomes subject to a different privacy policy.

#### HOW TO ACCESS, CHANGE OR DELETE YOUR INFORMATION, OR CANCEL YOUR SENDEDDY ACCOUNT

You may review, update, correct or delete the Personal Information in your Sendeddy Account. If you would like to correct your information or cancel your Sendeddy Account entirely, you can do so by logging in to your Sendeddy Account. Please also note that any reviews, forum postings and similar materials posted by you may continue to be publicly available on the Site in association with your first name, even after your Sendeddy Account is cancelled.

#### SECURING YOUR PERSONAL INFORMATION

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your Personal Information against unauthorized access, destruction or alteration. However, no method of transmission over the Internet, and no method of storing electronic information, can be 100% secure. So, we cannot guarantee the security of your transmissions to us and of your Personal Information that we store.

#### YOUR PRIVACY WHEN YOU ACCESS THIRD-PARTY WEBSITES AND RESOURCES

The Site will contain links to other websites not owned or controlled by Sendeddy. Sendeddy does not have any control over Third-Party websites. These other websites may place their own cookies, web beacons or other files on your device, or collect and solicit Personal Information from you. They will have their own rules about the collection, use and disclosure of Personal Information. We encourage you to read the terms of use and privacy policies of the other websites that you visit.

Some portions of the Site implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use (located at [www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html)) and Google's privacy policy (located at [www.google.com/privacy.html](http://www.google.com/privacy.html)), as may be amended by Google from time to time

#### SENDEDDY COOKIES AND THIRD PARTY COOKIES

##### COOKIE POLICY

Sendeddy uses "cookies" in conjunction with the Site to obtain information. A cookie is a small data file that is transferred to your device (e.g. your phone or your computer) for record-keeping purposes. For example, a cookie could allow the Site to recognize your browser, while another could store your preferences and other information.

Your browser may allow you to set how it handles cookies, such as declining all cookies or prompting you to decide whether to accept each cookie. But please note that some parts of the Site may not work as intended or may not work at all without cookies.

## General

Sendeddy may place our cookies on your device via the Site. Accordingly, our Privacy Policy will apply to our treatment of the information we obtain via our cookies.

We may also allow our business partners to place cookies on your device. For example, we use Google Analytics for web analytics, and so Google may also set cookies on your device. As further explained below, Third Parties may also place cookies on your device for advertising purposes.

There are two types of cookies used on the Site, namely “persistent cookies” and “session cookies”. Session cookies will normally expire when you close your browser, while persistent cookies will remain on your device after you close your browser, and can be used again the next time you access the Site.

## Other technologies

The Site may also use other technologies with similar functionality to cookies, such as web beacons and tracking URLs to obtain Log Data about Users. We may also use web beacons and tracking URLs in our messages to you to determine whether you have opened a certain message or accessed a certain link.

## Uses for Sendeddy cookies

Sendeddy uses cookies and similar tracking technologies for a number of purposes, such as the following:

to enable, facilitate and streamline the functioning of the Site across different webpages, devices and browser sessions.

- to simplify your access to and use of the Site and make it more seamless.
- to monitor and analyze the performance, operation and effectiveness of the Site, so that we can improve and optimize it.
- to show you content (which may include advertisements) that is more relevant to you.
- for fraud detection and prevention.

## Uses for Third-Party cookies

Our partners’ cookies are intended to obtain information to help them provide services to Sendeddy. For example, Third Parties we engage to provide services to us may track your behavior on our Site to market and advertise Sendeddy Listings or services to you on the Site and Third-party websites, or to help us detect or prevent fraud or conduct risk assessments.

## Disabling Cookies

Most browsers automatically accept cookies, but you can modify your browser setting to decline cookies by visiting the Help portion of your browser’s toolbar. If you choose to decline cookies, please note that you may not be able to sign in, customize, or use some of the interactive features of the Site. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser will not remove flash cookies. To learn more about how to manage flash cookies, you can visit the [Adobe webSite](#) and make changes at the [Global Privacy Settings Panel](#).

## Changes to this Cookie Policy

We can change this Cookie Policy at any time. If we make material changes to the Cookie Policy, we will let you know either by posting the changed Cookie Policy on the Site.

It’s important that you review the changed Cookie Policy. If you do not wish to agree to the changed Cookie

Policy, then we cannot continue to provide the Site to you, and your only option is to stop accessing the Site and Services and deactivate your Sendeddy Account. You can find out more about how to deactivate your Sendeddy Account at [www.Sendeddy.com](http://www.Sendeddy.com)

#### HOSTING:

Sendeddy host their platform on Hetzner, South Africa and AWS, Dublin.

#### **CHANGES TO THIS PRIVACY POLICY**

We may change how we collect and then use Personal Information at any time and without prior notice, at our sole discretion. We may change this Privacy Policy at any time. If we make material changes to the Privacy Policy, we will notify you either by posting the changed Privacy Policy on the Site. We will also update the “Last Updated” date at the top of this Privacy Policy. If we let you know of changes through an email communication, then the date on which we send the email will be deemed to be the date of your receipt of that email.

It’s important that you review the changed Privacy Policy. If you do not wish to agree to the changed Privacy Policy, then we will not be able to continue providing the Site and Services to you, and your only option will be to stop accessing the Site and Services and deactivate your Sendeddy Account. You can find out more about how to deactivate your Sendeddy Account at [www.sendeddy.com](http://www.sendeddy.com)

#### Cookies

##### What are Cookies

Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site.

##### How and why do we use Cookies

We use Cookies to improve the use and functionality of our website and to better understand how visitors use our websites and the tools and services offered on it. The storage of Cookies on your computer provides an easy and convenient way for us to personalise or enhance your experience on our website and to make your next visit more enjoyable. We do not use Cookies to collect personal information such as your name; however, we may link information contained in a Cookie to personal information collected from you by other means (e.g. general website registration).

##### What type of Cookies are used?

When you visit this website, the following types of Cookies are used.

##### Necessary Cookies

These are Cookies that are strictly necessary for the operation of a website. Without these cookies, this website won't work properly.

#### Functional Cookies

These are Cookies which are set up to improve the functionality of the website. For example, Cookies that remember the content you previously viewed on this website or the email address and password you provided when registering during an earlier visit to this website. Cookies may also remember items you have previously placed in your basket while visiting our website. Using Functional Cookies therefore may allow us to deliver content tailored to your interest and save you the time of having to re-register or re-enter information when you revisit this website or try to access certain Club member only sections. We also use cookies for website analytics or advertising means.

#### Performance Cookies

These cookies help us understand how visitors interact with our websites by providing information about the areas visited, the time spent on the website, and any issues encountered, such as error messages. This helps us to improve the performance of our websites.

#### First Party Cookies

These are Cookies which are set by this website and can only be read by this site.

#### Third Party Cookies

These are Cookies which are set by third parties we use for different services (for example, website analytics or advertising).

List of Cookies used on this website

The following tables categorise and describe the various Cookies used on this website:

Type	Purpose
Session ID	Sendeddy websites use specific Cookies, which are essential for the websites to work properly. One is a Cookie used to create a session ID for the user, so that the system itself can identify the user as a unique and individual user, distinct from anyone else looking at the website. This information is not used or stored outside Sendeddy systems, and is held only temporarily while the user is accessing account pages and other pages, which require unique and secure access. Without this Cookie, such access could not remain secure, so it is very important.

#### Functional Cookies

Type	Purpose
Language	Used to tailor the default language for the site. Disabling this may cause more of an annoyance to users as they would be prompted to re-enter their language preference.
Country	Used to suggest the most relevant experience based on the country that the user lives in and wants to be delivered to when purchasing Sendeddy products.
Promotion	Used to recognise Sendeddy Club Members eligible to promotions and display information about their corresponding offers.
Login	Used to offer Club Members the option to remember their credentials in order to

avoid them retyping their user ID and password each time they access the Sendedly Club section.

#### Performance Cookies

Type	Purpose
Load balancer	This cookie allows us to split the load on our servers based on visitors' use of our pages and applications. It improves the overall performance of our website.

#### Third Party Cookies

Type	Purpose	Comment
Google Analytics	Google Analytics tracking uses Cookies in order to provide insights on what users do when they visit our site. Cookies do not identify people, but rather they are defined themselves by a combination of a computer, a user account and a browser. However, Google Analytics Cookies do not collect personal data about your website visitors.	For more information about Google Analytics click <a href="#">here</a>
Google Doubleclick	Used to provide anonymous / aggregated information about where the user goes and what the user does on Sendedly websites.	For more information about Doubleclick, click <a href="#">here</a>
ViaMichelin	Used to offer users tailored services based on their geographic context, such as Sendedly store locator.	

#### How can I control my Cookie settings?

Most internet browsers are initially set up to automatically accept Cookies. You can change the settings to block Cookies or to alert you when Cookies are being sent to your device. There are a number of ways to manage cookies. Follow the below guidelines to manage your Cookies using your web browser. If you do so, please be aware that you may not be able to register on our website or use other features that require registration or the collection of information.

#### Internet Explorer

Click on the "Tools" icon then select "Internet Options". Choose the 'Privacy' tab and move the slider to choose your settings. For more detailed privacy settings click on 'Advanced'.

#### Safari

Choose 'Preferences' from the Safari menu then select 'Security'. You'll see your Cookie settings and can choose your settings.

#### Mozilla Firefox

Click on 'Menu', 'Options', 'Privacy' and then 'Cookies'. You can then choose your settings.

#### Google Chrome

Click on the 'Tools' menu then select 'Options'. Choose the 'Under the Bonnet' tab and then the 'Privacy' section. Select 'Content settings' then the 'Cookie settings' tab and choose your settings.

### Opting out of Flash Cookies

Flash Cookies are different from the other Cookies used on this website because of the amount of, type of, and how data is stored. Cookie management tools provided by your browser will not remove Flash Cookies. For information on controlling the use of Flash Cookies on your computer visit the Macromedia website [here](#).

### Legal Notice Update

We reserve the right to make any changes and corrections to this policy. Please refer to this page from time to time to review these and new additional information.