

MZANSIGO TERMS AND CONDITIONS OF USE AND SERVICE

MzansiGo strives to make every user interaction a pleasure by ensuring that we fulfil our duties and obligations to every one of our valued users and customers. In order to do so, we would like to take this opportunity to share with you our Terms and Conditions of Use and Service ("**Terms**"), where all users of MzansiGo can see the exact details of how we value professional transparency and ethical conduct in all of our operations.

Please see our distinct sections on Privacy, Intellectual Property, and Disclaimers & Indemnities.

If you would like to join the MzansiGo team as a Driver Partner, please contact admin@mzansigo.co.za for further information and applicable terms and conditions for the provision of your services.

Please pay specific attention to the BOLD paragraphs of the MzansiGo Terms. These paragraphs limit the risk or liability of MzansiGo, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify MzansiGo or is an acknowledgement of any fact by you.

- **Please read these Terms carefully before accessing or using the Website and/or Services.**
- These Terms govern the access and/or use by you, an individual, from within South Africa of all applications, websites, blogs, online platforms (collectively the "**Website**"), content, products, and services (the "**Services**") made available by MzansiGo South Africa (Pty) Ltd (Registration No. 2016/514145/07 ("**MzansiGo**") via www.mzansigo.co.za and/or its related online platforms.
- The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Services or Website for any reason whatsoever. Accordingly, the use of the terms "us", "our" or "we" refers to MzansiGo or its possession.
- Not all terms are necessarily defined in order.
- These Terms were last updated on 24/01/2019.

1. INTRODUCTION

- 1.1. Your access to and use of the Website and/or Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and MzansiGo. If you do not agree to these Terms, you may not access or use the Website and/or Services.
- 1.2. These Terms expressly supersede prior agreements or arrangements between you and MzansiGo. **MzansiGo, in its sole discretion, may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time, for any reason, but shall provide you with notice of such termination.**
- 1.3. Supplemental terms may apply to certain Services, such as policies for a particular activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed incorporated into the Terms for the purpose of the Services.
- 1.4. MzansiGo may amend the Terms related to the Services from time to time. Amendments will be effective upon MzansiGo's posting of such updated Terms on this location or the amended policies or supplemental terms on the applicable Services. As they will apply to you, please keep a look out for any updates which become applicable. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.
- 1.5. Our collection and use of personal information in connection with the Services is as provided in MzansiGo's Privacy Policy provisions below. MzansiGo may provide to a Driver Partner any necessary information (including your contact information) to render aspects of the Services, or if there is a complaint, dispute or conflict which requires the information.

2. THE SERVICES

- 2.1. The Services constitute a technology marketplace platform that enables private users of MzansiGo's Website to search for and order on-demand or scheduled (future) household or other object moving and/or removal services and bookings ("**Bookings/s**") from independent third-party Driver Partners under agreement with MzansiGo or certain of MzansiGo's affiliates ("**Driver Partner**"). The Website and/or Services do not form part of any private transaction between the user and Driver Partner, but is merely used to facilitate the private engagement between those private parties.
- 2.2. The Services are currently only available for use in the Republic of South Africa.
- 2.3. Apart from the ability to make Bookings for the removal/moving of household or other objects by a Driver Partner, a user may also use the Services to donate unwanted household or other items, where further information on this donation service can be obtained on the "Donations" tab on the Website, and its associate prompts.
 - 2.3.1. **Any liability and/or responsibility associated with any item donated by a user remains with the user at all times; even after the relevant goods have been delivered, if applicable, to MzansiGo for distribution. MzansiGo will accordingly not be liable for any consequence emanating from a user's donation of items using the Website or Services.**
- 2.4. Our users should be aware of the following features and service descriptions:
 - 2.4.1. A MzansiGo "load" refers to one vehicle as described in 2.4.2 below and two service partners. It is the responsibility of the user to book the correct amount of loads for the required items to be moved. The MzansiGo service partners will make an attempt to load all items on the loads requested. If it is found that all items do not fit in one load, the user will have to request another trip via the MzansiGo Platform. The user should ensure that the items to be loaded can be safely carried by two adult persons from the pickup point to the truck without access or weight limitations;
 - 2.4.2. The vehicles used by our service partners are the Hyundai H100 and Kia K2700 trucks or similar. The weight capacity is 1.3 tons and the cargo area is limited to a length of 2.8m and width of 1.6m. The height of the packed items may not exceed any height restrictions enforced by law or the property/building;
 - 2.4.3. A user can book up to three loads in one booking;
 - 2.4.4. The user should ensure that the correct address and contact details are provided in the input fields during the booking process. MzansiGo takes no responsibility for losses due to incorrect details provided by the user.
 - 2.4.5. Once a booking has successfully been made on the MzansiGo platform the task/s will be sent to a service partner/s. Once accepted, details of the service partner (truck registration, team names, contact number, tracking link) will be sent through to the user via SMS and/or email. The user should ensure that the details received from MzansiGo matches that of the service partners and vehicle.
 - 2.4.6. The user will be notified if for some reason no service partner accepts the task/s and arrange a suitable alternative date and time. If no suitable alternative is found the user will be refunded the full amount paid.
 - 2.4.7. MzansiGo does not provide any packing, wrapping, storing or hoisting services as part of a standard load. If these services are required please email us on admin@mzansigo.co.za for more information.
 - 2.4.8. If more than two adults are required to carry and/or load your items please email us on admin@mzansigo.co.za for more information.
 - 2.4.9. If MzansiGo is misinformed by the user regarding access limitations and restrictions, we reserve the right to postpone your delivery to a time and date logistically executable.
 - 2.4.10. All arrival times are estimate times of arrival and may vary between two to three hours before or after the estimate times allocated. We will not be responsible for any loss due to the late arrival of the service partners.

- 2.4.11. All cancellation requests must be sent to admin@mzansigo.co.za. In the event that you cancel a move less the 12 hours from the first hour of the time window, you may be required to pay a cancellation fee up to 100% of the service fee. The total service fee less 20% (admin fee) will be refunded to the user should a cancellation take place prior to 12 hours of the move.
- 2.4.12. In the instance where the MzansiGo attempts to fulfill the Request but cannot do so for reasons out of our control a 50% refund of the total payment will be made.
- 2.4.13. Please state your reference number during any communication regarding a completed booking.
- 2.5. Unless otherwise agreed by MzansiGo in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.

3. RELATIONSHIP BETWEEN THE PARTIES

- 3.1. **YOU ACKNOWLEDGE AND AGREE THAT MZANSIGO ITSELF DOES NOT PROVIDE DELIVERY OR REMOVAL OR DRIVER PARTNER SERVICES IN ANY WAY, AND THAT ALL SUCH BOOKINGS ORDERED AND/OR DRIVER PARTNER SERVICES FACILITATED VIA THE WEBSITE ARE PROVIDED BY INDEPENDENT THIRD-PARTY DRIVER PARTNERS WHO ARE NOT EMPLOYED BY MZANSIGO OR ANY OF ITS AFFILIATES. ACCORDINGLY, ALL LIABILITY AND RESPONSIBILITIES RELATING TO THE PRIVATE TRANSACTION ENTERED INTO BETWEEN A USER AND PARTNER DRIVER ARE EXCLUSIVELY BETWEEN THEM ONLY.**
- 3.2. If you make use of the Services, you do so entirely at your own risk and via private transaction with the Driver Partner, where MzansiGo is in no way involved other than as provided for in these Terms.
- 3.3. MzansiGo ensures all Driver Partners adhere to a strict Code of Conduct and Ethics. **NOTWITHSTANDING THIS, DRIVER PARTNERS ARE COMPLETELY INDEPENDENT SERVICE PROVIDERS WHO MAY HAVE THEIR OWN ADDITIONAL CONDITIONS OF SERVICE. PLEASE TAKE CARE IN UNDERSTANDING ALL APPLICABLE DRIVER PARTNER QUALIFICATIONS, LICENSES, POLICIES AND TERMS WHEN USING THEIR SERVICES. ALTHOUGH MZANSIGO CAREFULLY CURATES EACH DRIVER PARTNER ACCORDING TO ITS STANDARDS AND SERVICES PRIOR TO BEING PLACED ON THE WEBSITE, MZANSIGO IS NOT RESPONSIBLE FOR THE QUALIFICATIONS, QUALITY OR STANDARD OF ANY SERVICE ADVERTISED OR PROVIDED BY A DRIVER PARTNER.**
- 3.4. Subject to your adherence to the Terms, MzansiGo grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained in the Website on any machine which you are the primary user. However, nothing contained on the Website should be construed as granting any license or right to use any intellectual property without the prior written permission of MzansiGo or the relevant rights owner.
- 3.5. The Services may be made available or accessed in connection with third-party services and content (including advertising) that MzansiGo does not control.
 - 3.5.1. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content.
 - 3.5.2. MzansiGo does not endorse such third-party services and content, and in no event shall MzansiGo be responsible or liable for any products or services of such third-party providers.

4. YOUR USE OF THE SERVICES

- 4.1. In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("**Account**").
- 4.2. You must be at least 18 (eighteen) years of age to obtain and use an Account.
- 4.3. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 (eighteen) to use the Services or your Account.
- 4.4. Account registration requires you to submit to MzansiGo certain personal information, such as your name, physical/email address, item description, information to assist the service partner to complete the load, mobile phone number and age, as well as at least one valid payment method (either a credit card or instant EFT).

- 4.5. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or MzansiGo's termination of these Terms with you.
- 4.6. You are responsible for all activity that occurs under your Account and you agree to maintain the security and secrecy of your Account username and password at all times.
- 4.7. Unless otherwise permitted by MzansiGo in writing, you may only possess one Account.
- 4.8. You may not assign or otherwise transfer your Account to any other person or entity.
- 4.9. Using the relevant prompts and tabs on the Website, Account holders may make a request for a specific Booking which a Driver Partner may or may not be able to provide. Whether or not a Driver Partner accepts a request depends on various factors, including but not limited to, the availability of the Driver Partner, the type of removal specifications required, and receipt of payment or payment authorisation by MzansiGo for the Booking ordered.
- 4.10. Prior to the Booking being performed by the Driver Partner at the nominated address, the Driver Partner may reject an order or cancel a sale at any time due to:
 - 4.10.1. the Driver Partner being unavailable to perform the Booking; and/or
 - 4.10.2. any other reason in the Driver Partner's and/or MzansiGo's sole discretion.
- 4.11. Where you have requested a Booking performed by a Driver Partner at a physical address as detailed on your Account and you have received confirmation of your Booking from the Website and/or your Partner Driver:
 - 4.11.1. the Driver Partner will endeavour to perform the Booking with you by the estimated delivery time specified, however, delivery times are not guaranteed and may be adjusted by the Driver Partner in its reasonable discretion. Events outside of the Driver Partner's control such as traffic, inclement weather conditions or truck breakdowns in relation to your Booking, may result in a delay of the performance of the Booking, but the Driver Partner will continue with their effort to perform the Booking with you as soon as possible in the circumstances;
 - 4.11.2. the obligation to perform the Booking is fulfilled when the Driver Partner performs its services at the physical addresses designated to the Driver Partner in the Booking. The Driver Partner is only responsible for the performance of the Booking at those designated addresses. If the Driver Partner arrives at the designated addresses at the designated time and date, and you fail to be present or respond to the Driver Partner's telephone calls within 10 (ten) minutes, the Driver Partner may leave the designated location and no longer be liable to perform the Booking with you, and you will remain liable for payment of all Booking charges;
 - 4.11.3. you will need to ensure that the Driver Partner is given all required access to the designated pick-up and delivery locations allowing them to collect and/or deliver the Booking goods; and
 - 4.11.4. you will provide the Partner Driver with any additional information, as prompted on the Website or when confirming a Booking, which they should reasonably know to enable them to perform their services efficiently and correctly (such as prohibited elevator use, narrow corridors or many flights of steps).
- 4.12. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, harass, abuse, cause nuisance, annoyance, inconvenience, or property damage, whether to MzansiGo, the Driver Partner or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity to either the Driver Partner or MzansiGo via the Website.
- 4.13. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Websites and any updates thereto. **MzansiGo does not guarantee that the Services, or any portion thereof, will function on any particular hardware or device. In**

addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications and technologies.

5. PAYMENT

- 5.1. You understand that use of the Services may result in charges to you for the Services and/or Bookings you receive from a Driver Partner (“**Charges**”).
- 5.2. After you have requested a Booking, but before you have received the services from the Driver Partner, MzansiGo will detail said Charges to you on the Website (including any component costs included in the Charges), and facilitate your payment of the applicable Charges on behalf of the Driver Partner as such Driver Partner’s limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Driver Partner and will be inclusive of applicable taxes where required by law. MzansiGo, in providing its Services to a Driver Partner, will charge the Driver Partner a commission as part of the Charges (“**Commission**”).
- 5.3. Whilst Charges may be refunded to you in the context of cancelled Bookings or otherwise as provided for in these Terms, any MzansiGo Commission levied by MzansiGo from the Driver Partner as part of Charges are final and non-refundable, unless otherwise determined by MzansiGo in accordance with relevant applicable legislation.
- 5.4. You retain the right to request lower Charges from a Driver Partner for services received by you from such Driver Partner at the time you receive such services. MzansiGo will respond accordingly to any request from a Driver Partner to modify the Charges for a particular service with you. All such requests can be made via MzansiGo go per email to admin@mzansigo.co.za.
- 5.5. **All Charges are due immediately in advance of the date of the user’s selected Booking and payment will be facilitated by MzansiGo using the preferred payment method designated in your Account, after which MzansiGo will send you a tax invoice by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that MzansiGo may, as the Driver Partner’s limited payment collection agent, use a secondary payment method in your Account, if available, or recover the costs in another lawful method, including a civil claim against you.**
- 5.6. MzansiGo is committed to providing secure online payment facilities. All transactions, as processed by MzansiGo’s licenced providers, are encrypted using secure socket layer technology (SSL) and stored with encryption. All payments are processed through our authorized third-party payment gateway provider, PayU.
 - 5.6.1. When payment is affected using PayU as a payment method:
 - 5.6.1.1. PayU Payments Solutions Pty Ltd. (“**PayU**”) (registration number 2009/017393/07) is a nationally verified and secure payment gateway system and will keep your banking details secure.
 - 5.6.1.2. You will be bound to any PayU terms and conditions as applicable from time to time.
- 5.7. **MzansiGo, in conjunction with the Driver Partner, reserves the right to establish, remove and/or revise Charges for any or all services obtained through the use of the Services at any time in MzansiGo’s sole discretion.** MzansiGo will use reasonable efforts to inform you of all Charges that may apply, provided that you will be responsible for Charges incurred under your Account.
- 5.8. **You understand and agree that your participation in any Booking could involve additional fees such as private or public parking fees incurred by the Driver Partner. These additional costs are not part of the Charges levied by either the Website nor the Driver Partner, and are at all times to be paid by you, as and when required of you by the Partner Driver.** Your Driver Partner will make you aware, via the Website and/or direct correspondence, of any such additional fees as and when they arise, if ever.
- 5.9. MzansiGo may, from time to time, provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of

the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

5.10. You may contact us via email at admin@mzansigo.co.za to obtain a full record of your payment for any transaction conducted via the Services.

6. CANCELLATIONS AND REFUNDS

6.1. You may elect to cancel your request for a Booking from a Driver Partner at any time prior to **12-hours before the service is rendered**, in which case you may be charged a reasonable cancellation fee, which you will be made aware of around the time of cancellation.

6.2. If you need to cancel a load, please cancel the load as soon as possible in order to notify the mover of the cancellation. In the event that you cancel a move less the 12 hours from the first hour of the time window, you may be required to pay a cancellation fee up to 100% of the service fee. The total service fee less 20% (admin fee) will be refunded to the user should a cancellation take place prior to 12 hours of the move. Please send all cancellation requests to admin@mzansigo.co.za with your booking reference number as subject.

6.3. **You understand and agree that this cancellation fee may be up to the full Charges amount of the Booking requested, due to the unique nature of an individual Booking and the fact that the Driver Partner's time cannot be reused, nor resold.**

7. USER RESPONSIBILITIES AND WARRANTIES

7.1. By using the Website and/or the Services, you warrant that you:

7.1.1. have read and agreed to these Terms and will use the Website and/or Services in accordance with them;

7.1.2. have not made any misrepresentations and the Account information provided in the registration process is true, accurate and complete;

7.1.3. will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Services;

7.1.4. will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website, including but not limited to, uploading or making available files containing corrupt data or viruses via whatever means, or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;

7.1.5. will not infringe MzansiGo's, any third party's or the Website's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute; and/or

7.1.6. will not facilitate or assist any third party to do any of the above.

8. RECEIPT AND TRANSMISSION OF DATA MESSAGES

8.1. Data messages, including email messages, sent by you to MzansiGo will be considered to be received only when acknowledged or responded to.

8.2. Data messages sent by MzansiGo to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.

8.3. MzansiGo and the Driver Partner reserve the right not to respond to any email or other data message or communication which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email, correspondence or data message. where necessary.

8.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. MzansiGo is therefore not responsible for the accuracy of any message sent by email or the Website over the internet, whether from MzansiGo to a user or from a user to MzansiGo.

9. HYPERLINKS, DEEP LINKS, FRAMING

- 9.1. The Website may include links to other internet sites ("the other sites"). MzansiGo does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 9.2. MzansiGo does not purport to own the content on the other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to admin@mzansigo.co.za and MzansiGo will engage you on the removal of the content.

10. ADVERTISING AND SPONSORSHIP

- 10.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
- 10.2. MzansiGo, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

11. INTELLECTUAL PROPERTY PROTECTION

- 11.1. All material, information, data, software, icons, text, graphics, lay-outs, user-interfaces, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organisation and layout of the Website) together with the underlying software code and everything submitted by you to the Website and MzansiGo in use of the Services, ("**intellectual property**") are owned (or co-owned or licenced, as the case may be) by MzansiGo, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 11.2. Subject to the rights afforded to you in these Terms, all other rights in and to all intellectual property on the Website and related to the Services are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of MzansiGo first being granted, which consent may be refused at the discretion of MzansiGo. No modification of any intellectual property or content or graphics is permitted.**
- 11.3. **MzansiGo reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, or to suspend or terminate the Website and/or Services, at any time with notice to you; provided that any transaction already concluded through the Website will not be affected by such suspension or termination, as the case may be.**
- 11.4. Where any of the Website's or Services' intellectual property has been licensed to MzansiGo or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.
- 11.5. Any enquiries regarding any of the above relating to intellectual property must be directed to MzansiGo at admin@mzansigo.co.za.

12. PRIVACY AND PERSONAL INFORMATION

- 12.1. We respect your privacy and your personal information, and will take reasonable measures to protect it, as more fully detailed below.
- 12.2. Should you decide to register with or function as a user on the Website or for the Services, MzansiGo may collect, collate, process, and use the following types of information about you when you use the Website ("**personal information**"):
 - 12.2.1. **Information provided by the user.** MzansiGo collects personal information (that is information about the user that is personally identifiable such as the user's name, physical/email address, age, geo-location, gender, e-mail address, phone number(s) and

other unique information such as login details and passwords, banking/accounting information, product and service preferences and contact preferences that are not otherwise publicly available); and

- 12.2.2. **Information that is collected automatically.** MzansiGo receives and stores information which is transmitted automatically from the user's device when the user browses the internet or uses the Website. This information includes information from cookies (which are described in clause 12.14 below), the user's Internet Protocol ("IP") address, browser type, web beacons, geo-location information, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to the Website such as your browser type and language, access times, and the address from which you arrived at the Website.
- 12.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update it. MzansiGo is however under no obligation to ensure that your personal information or other information supplied by you is correct.
- 12.4. **You warrant that the personal information disclosed to MzansiGo, a Driver Partner or the Website is directly from you as the user of the Website or in connection to the Services.**
- 12.5. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 12.6. Any processing of your personal information will be reservedly for our legitimate business purposes and as a necessary function of your engagement with the Website and/or the Services, and you have hereby expressly consented and opted-in to this, but MzansiGo will not, without your express consent:
- 12.6.1. use your personal information for any purpose other than as set out below:
- 12.6.1.1. to make the Services and/or Website available to you as requested by your contractual engagement with MzansiGo and/or the Partner Drivers;
 - 12.6.1.2. to contact you regarding current or new information, products or Services or any other service offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through the correspondence sent to you);
 - 12.6.1.3. to inform you of new features, special offers and promotional competitions offered by MzansiGo or any of MzansiGo's divisions and/or partners (unless you have opted out from receiving marketing material from MzansiGo, possible through the correspondence sent to you); and
 - 12.6.1.4. to improve our Services selection and your experience on the Website by, for example, monitoring your browsing habits, or tracking your orders on the Website; or
- 12.6.2. disclose your personal information to any third party other than as set out below:
- 12.6.2.1. to our employees and/or Driver Partners who assist MzansiGo to interact with you via our Websites, e-mail or any other method, for the ordering of their services, and thus need to know your personal information in order to assist MzansiGo to communicate with you properly and efficiently;
 - 12.6.2.2. to our divisions and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for the purposes of sending you marketing material regarding any current or new product or Services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from MzansiGo, possible through same correspondence with MzansiGo);
 - 12.6.2.3. to law enforcement, government officials, fraud detection agencies or other third parties when MzansiGo believes in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or

support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Terms; and

- 12.6.2.4. to our service providers or Driver Partners (under contract with MzansiGo) who help with parts of our business operations (collection/delivery services, fraud prevention, marketing, technology services). However, MzansiGo's contracts dictate that these service providers may only use your information in connection with the services they perform for MzansiGo, not for their own benefit and under the same standards as how MzansiGo operates.
- 12.7. MzansiGo is entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on it, or to protect and defend its rights or property. In the event of a fraudulent online payment or online criminal behaviour, MzansiGo is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
- 12.8. MzansiGo will ensure that all of its employees, Driver Partners, divisions and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than MzansiGo in relation to your personal information.
- 12.9. MzansiGo will:
 - 12.9.1. treat your personal information as strictly confidential, save where MzansiGo is entitled to share it as set out in this policy;
 - 12.9.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - 12.9.3. provide you with reasonable access to your personal information to view and/or update personal details;
 - 12.9.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 - 12.9.5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
 - 12.9.6. upon your request, promptly correct, return or destroy any and all of your personal information in our possession or control, save for that which MzansiGo is legally obliged or entitled to retain (acknowledging that some Website functionality might be lost if certain personal information is amended or destroyed).
- 12.10. MzansiGo will not retain your personal information for longer than the period for which it was originally needed, unless it is required by law to do so. MzansiGo may also retain your personal information for historical, statistical or research purposes as it has established appropriate safeguards against the personal information being used for any other purpose. You are also hereby expressly consenting to this further retention.
- 12.11. MzansiGo undertakes never to sell or make your personal information available to any third party other than as provided for in these Terms.
- 12.12. Whilst MzansiGo will do all things reasonably necessary to protect your rights of privacy, MzansiGo **cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence or fraud.**
- 12.13. If you disclose your personal information to a third party, such as an entity which operates a website linked to the Website or anyone other than MzansiGo, **MzansiGo shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to any third party.** This is because MzansiGo does not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

- 12.14. This Website may make use of “**cookies**” to automatically collect information and data through the standard operation of the internet servers. Cookies are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third-party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on the Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable cookies, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of these Terms.
- 12.15. You are entitled to request access to any of your relevant personal data held by MzansiGo and where such access is necessary for you to exercise and/or protect any of your rights. For any personal data held by any third party, the user must approach that party for the realisation of the user’s personal data rights with them, and not with MzansiGo, but MzansiGo will assist you wherever possible.
- 12.16. **Users with citizenships from jurisdictions other than South Africa, please note that MzansiGo complies with all South African data protection laws when processing your personal information pursuant to the Services and use of the Website, as we are a South African company operating for the South African market. Should foreign law be applicable in any regard to your use of the Services and/or the Website in any way, including how we may process your personal information, please contact MzansiGo at admin@mzansigo.co.za to engage you on its application and your rights.**
- 12.17. **Users acknowledge that any content provided by users on the Website, including via a messaging system, enters an open, public forum, and is not confidential, where the author of which will be liable for that content, and not MzansiGo.**

13. **DISCLAIMERS AND WARRANTIES**

- 13.1. **The Website, including any intellectual property appearing therein, is provided "as is" and "as available". MzansiGo makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website or the information contained on it.**
- 13.2. **All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not of MzansiGo. While MzansiGo makes every reasonable effort to present such information accurately and reliably on the Website, MzansiGo does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.**
- 13.3. **MzansiGo, its members, employees and partners, accept no liability whatsoever for any loss, injury or death, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom, including the representation of any available Booking and/or Driver Partner offered via the Website.**
- 13.4. **MZANSIGO, ITS MEMBERS, EMPLOYEES, PARTNERS AND AFFILIATES, ACCEPT NO LIABILITY WHATSOEVER FOR ANY COSTS, EXPENSES, FINES OR DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT OR INDIRECT LOSS OR DAMAGES, INCLUDING ANY ECONOMIC LOSS, CONSEQUENTIAL LOSS, LOSS OF PROFITS OR ANY FORM OF PUNITIVE DAMAGES, AND/OR INJURY OR DEATH RESULTING FROM THE FACILITATION AND OFFERING OF THE SERVICES, AND ACCESS TO, OR USE OF, THE WEBSITE IN ANY MANNER.**
- 13.5. MzansiGo takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, MzansiGo does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user’s access to and use of

the Website remains solely at the user's own risk and the user should take their own precautions accordingly.

14. INDEMNITIES

- 14.1. **MzansiGo relies on information supplied to it by the Driver Partner relating to the Bookings made available on the Website, and MzansiGo accordingly bears no liability for any inaccuracies in such information supplied to it, including the representation or availability of a particular Booking offered via the Website. You acknowledge that availability of all Bookings on offer may be limited. MzansiGo will take reasonable efforts to ensure that when Bookings are no longer available, offers thereof are discontinued on the Website. When a Booking is no longer available after you have committed to a Booking, MzansiGo will notify you thereof and reject your order or cancel the transaction, in which event you will be entitled to a refund of the full amount paid by you for such Booking.**
- 14.2. **YOU INDEMNIFY AND HOLD HARMLESS MZANSIGO, ITS MEMBERS, EMPLOYEES, AND PARTNERS FROM ANY DEMAND, ACTION OR WEBSITE OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEYS' FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES OFFERED OR ORDERED THROUGH THE WEBSITE IN ANY WAY.**
- 14.3. **YOU AGREE TO INDEMNIFY, DEFEND AND HOLD MZANSIGO HARMLESS FROM ANY DIRECT OR INDIRECT LIABILITY, LOSS, CLAIM, INJURY, DEATH AND/OR EXPENSE (INCLUDING REASONABLE LEGAL FEES) RELATED TO YOUR BREACH OF THESE TERMS.**
- 14.4. **This clause 14 will survive termination of the Terms.**

15. COMPANY INFORMATION

- 15.1. **Website owner:** MzansiGo South Africa
- 15.2. **Legal Status:** MzansiGo is a Proprietary Limited
- 15.3. **Registration Number:** 2016/514145/07
- 15.4. **Director:** Marthinus Wessel Pretorius
- 15.5. **Description of main business:** On-demand moving and furniture delivery platform
- 15.6. **Telephone number:** 081 432 2300
- 15.7. **E-mail address:** admin@mzansigo.co.za
- 15.8. **Website location:** www.mzansigo.co.za
- 15.9. **Physical address:** LaunchLab, Hammanshand Road, Stellenbosch, South Africa
- 15.10. **Postal address:** Same as above
- 15.11. **Registered address:** 32 Montrose Avenue, Oranjezicht, Cape Town

16. DISPUTE RESOLUTION, DAMAGE TO GOODS AND GOVERNING LAW

- 16.1. Your access and/or use of the Website and/or Services, any downloaded material from the Website and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 16.2. **Disputes between the user and a Driver Partner:**
 - 16.2.1. Should any dispute, disagreement or claim arise between a user and a Driver Partner concerning the Bookings or services acquired from the Driver Partner, the user and Driver Partner shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
 - 16.2.2. As this dispute is a private one between two privately transacting parties, the user and Driver Partner may decide on their own methods of resolving their dispute, in accordance with all applicable South African law. MzansiGo is not in any way obligated to become involved in this dispute, but it may, in its discretion, become involved and assist the user and Driver Partner in resolving such issues for the interests of all parties, including its own.

16.2.3. **Any damages caused to any household or other objects caused by the Partner Driver's services, are for the liability of the Partner Driver, and not MzansiGo. As such, should any user items become damaged, the user must engage the Partner Driver directly about the issues, and seek to inform MzansiGo via legal@mzansigo.co.za of any such damage in order to consider the suspension of the Driver Partner from the platform.**

16.3. Disputes between the user and MzansiGo:

16.3.1. Should any dispute, disagreement or claim arise between a user and MzansiGo concerning the use of the Website or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

16.3.2. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them in order to find a mutually beneficial solution.

16.3.3. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("**AFSA**"), with an arbitrator selected by MzansiGo. Arbitration proceedings shall be conducted in Cape Town in English.

16.3.4. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

16.4. All parties agree that in no circumstance will any party publicize a dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the effected party, which damage may result in a financial claim by the effected party against the publisher of such information.

17. TERMINATION OF USE OF WEBSITE OR SERVICES

17.1. **In addition to the conditions provided for above, MzansiGo reserves the right to terminate and cancel your Account and your access to the Website and/or Services if you breach any of the Terms, or for any other reason, provided that it will provide you notice of same.**

17.2. If you wish to terminate the agreement with MzansiGo, you may do so by de-registering your Account with the Website and discontinuing the use of the Services.

17.3. The obligations and liabilities of the parties incurred prior to the termination date of this agreement and removal from the Website and/or Services shall survive the termination of this agreement for all purposes, including the payment of any Charges due and payable by you for the Services.

17.4. In the event of cancellation of this agreement, with the Terms and with MzansiGo, MzansiGo will de-register your Account and remove you from the Website.

18. NOTICES AND SERVICE ADDRESS

18.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

18.1.1. in the case of MzansiGo, at LaunchLab, Hammanshand Road, Stellenbosch, South Africa; or

18.1.2. in the case of the user, at the email and addresses provided by the user to MzansiGo in the Account registration process.

18.2. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19. GENERAL

19.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.4 above, no alteration, cancellation, variation of, or

addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

- 19.2. No indulgence, leniency or extension of time granted by MzansiGo shall constitute a waiver of any of MzansiGo's rights under these Terms and, accordingly, MzansiGo shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 19.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 19.4. The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 19.5. Should you have any complaints or queries, kindly address an email to admin@mzansigo.co.za advising MzansiGo of same.
- 19.6. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 19.7. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto.