

GENERAL TERMS AND CONDITIONS APPLICABLE TO SECURE EXPRESS

In order to utilise Secure Express' services, you are required to register as a customer and in doing so certain personal information will be required. Once you have completed the required information, and accepted Secure Express' general terms and conditions, your application for carriage will be considered and if accepted, your access and use of this electronic hailing platform constitutes an agreement between Arcfyre Secure Drive (Pty) Ltd trading as Secure Express and yourself.

The terms and conditions are set out hereinafter. Should these terms not be acceptable to you, you are required to click on the exit key, and you will not be able to make use of Secure Express' services.

1 Definitions

In this agreement, the following words will bear the meanings assigned to them below:

1.1 "Secure Express"

means Arcfyre Secure Drive (Pty) Ltd, trading as Secure Express("Secure Express") a private company registered under number 2015/078265/07 in terms of the company laws of South Africa, and includes its servants and agents and any person or persons carrying any services forming the subject matter of this contract under and in terms of a subcontract with Secure Express;

1.2 "the Customer"

means the party/person using the Secure Express electronic hailing platform via a mobile/web based application and /or the recipient of the services, whether acting on his (or her, or its) own behalf or in his (or her, or its) capacity as agent or in any other capacity for a third party, and includes a passenger;

1.3 "the Services"

means the unscheduled service for the carriage of passengers by road for a fare in motor vehicles that are hailed or pre-booked electronically using Secure Express' E-hailing technology which are mobile /web based technology-enabled applications which forms the subject matter of this agreement, and which includes the additional services as is set out in the options hereinbelow. It is recorded that the aforementioned services are based on availability of vehicles and suitably qualified drivers;

1.4 **"Dangerous Goods"**

includes those which constitute dangerous goods in terms of SABS specification 0228, or goods which are corrosive, noxious, hazardous, inflammable, or explosive goods, or any goods which in its opinion are likely to cause damage, nor any illegal substances, narcotic or otherwise;

1.5 **" Secure Express E- hailing technology"**

means the e-hailing or technology-enabled application which has the facility to estimate fares and distances, taking into account distance and time, and will be able to communicate the estimate fare to passengers in advance electronically, and will communicate the final fare to the passenger(s) at the conclusion of the trip electronically, and provide the prescribed details of the driver of the vehicle to the passenger(s) or passengers electronically;

1.6 **"Motor vehicles"**

means motor vehicles used by Secure Express that are:

1. properly registered and licensed in terms of the National Road Traffic Act;
2. have a valid and current roadworthy certificate been issued for it in terms of the National Road Traffic Act;
3. suitable in all respects for the type of tourist service envisaged;
4. the passengers who will be carried would be optionally insured against reasonable medical costs incurred as a result of a motor vehicle collision with a registered insurer; and
5. the vehicle is otherwise acceptable according to the National Public Transport Regulator.

2. **CUSTOMER INFORMATION REQUIRED**

- 2.1 The Customer Account registration requires you to submit certain of your personal information, such as your name, mobile phone number and confirmation that your age is above 18 years, as well as an acceptable and valid Visa/Master, credit/debit card payment method.
- 2.2 The Customer's failure to provide accurate personal information or an invalid credit card will result in access to the Services being denied.
- 2.3 Services will not be rendered to any minor, unless the Customer is their legal guardian, or an adult with the guardian's consent accompanies them being transported.

2.4 Should Secure Express accept the information required, and opens an account for the Customer, the Customer irrevocably agrees to the terms and conditions, as amended from time to time, set out hereinbelow, but in particular agrees:

2.4.1 not to allow any unauthorised activity on its account;

2.4.2 electronic communication via SMS, WhatsApp, or any other electronic communication system that Secure Express uses.

3. **FARE**

3.1 Based on availability the Fare estimate will be communicated electronically to you in advance and if acceptable Secure Express shall reserve that payment via its electronic payment system, and only upon completion of the Services, compute the final fare, release the fare payable from reserve to Secure Express.

3.2 The fare payable will be in accordance with the standard tariffs of Secure Express' standard tariffs are subject to review by Secure Express without prior notice to the customer.

3.3 The fare that you are liable may include other applicable fees, and/or surcharges including a booking fee, national, provincial and municipal toll fees, airport surcharges, processing fees for split payments, and will be inclusive of applicable taxes, duties, imposts where required by law, or outlay of whatsoever nature levied by the authorities at in connection with the Services.

3.4 In the event of Secure Express being obliged to take out or obtain any licences or permits, or to comply with the requirements of any lawful authority, Secure Express will be entitled to levy an additional charge to cover any ensuing expenses not already included in Secure Express's standard tariffs.

3.5 In the event of Secure Express being obliged to deviate from the route selected by it, or to carry the services over another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority, Secure Express will be entitled to charge an additional remuneration in proportion to the resulting extra distance travelled.

3.6 In the event that the passenger insists on using an alternative route than what was advised or chosen, any additional costs shall be added to the Customer's account, and in addition thereto, the Passenger/Customer notwithstanding clause 8 hereunder waives all and any claims whatsoever arising that he/she may by travelling the alternative route.

- 3.7 Your payment can only be made via the Secure Express cashless payment system, which allows any acceptable credit or debit card payment, and under no circumstances are any cash payments accepted.

4. CUSTOMER'S WARRANTIES

The Customer/passenger is bound by and warrants in favour of Secure Express that:

- 4.1 the accuracy of all personal information and other particulars furnished to Secure Express in the Customer Account Registration Process and the customer indemnifies Secure Express against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars (even if the inaccuracy or omission of descriptions, values or other particulars occurs without negligence);
- 4.2 the Services will not violate or infringe any Act, regulation or law, and the customer hereby indemnifies and holds Secure Express harmless against any claims and/or damages which Secure Express may suffer by virtue of the customer's breach of this warranty;
- 4.3 the Customer is duly/legally authorised to enter into this agreement;
- 4.4 the Customer/ passenger will act in a decent and civilised manner at all times;
- 4.5 to obey all lawful and reasonable instructions from the driver.

5. DANGEROUS GOODS & NARCOTIC SUBSTANCES

- 5.1 Unless otherwise agreed in writing, the customer warrants that all hand luggage and items accompanying him are fit to be transported in the ordinary way and are not dangerous and illegal.
- 5.2 Unless otherwise agreed in writing, Secure Express will not handle/transport any Dangerous Goods and firearms.
- 5.3 Should Secure Express agree to allow the customer to take any dangerous goods is liable for all losses or damage caused to Secure Express and/or third parties by it transporting the aforementioned goods and indemnifies Secure Express against any ensuing claims.

- 5.4 If, in the opinion of Secure Express, any item which it deems to be or become a danger to any person or property, Secure Express in its sole discretion will be entitled immediately to terminate the Services, to avert danger.
- 5.5 In such event Secure Express will not be liable under any circumstances for the value of the Services or for any other loss or damage, whether direct or consequential, sustained by the customer as a result of such disposal or other steps; and will still be entitled to recover the cancellation costs together with any costs incurred by it in terminating the agreement of carriage

6. COLLECTION AND OFF-LOADING

- 6.1 The customer must ensure that he is ready for collection at the requested date and time, and at a location which is safe, suitable, and adequate access where Secure Express is able to collect and off-loading the customer. Secure Express will allow a waiting time of 10 minutes, to wait for a Customer at the loading location at no additional charge, however if the said time period is exceeded, it may impose additional charges.
- 6.2 Secure Express will not be under any obligation to load /off -load a customer that is unsafe, or in the driver's sole discretion is deemed to be unsafe or unsuitable for on/off-loading of a customer.

7. ROUTE

When carrying services, Secure Express offers two choices, the first choice most secure route, or the fastest route to calculate what route to follow, however it in its sole discretion may decide to deviate from the route initially selected by it, for any reason whatsoever, including but not limited to adverse weather conditions, safety of passenger and vehicle, impassable or dangerous roads, traffic congestion, bridges, pontoons and ferries, or the instructions of any competent authority.

8. SECURE EXPRESS' LIABILITY FOR DAMAGE OR LOSS

The Services are carried at the sole risk of the customer and the customer save and except for the medical costs, which are dealt with in more detail herein below, hereby exempts Secure Express from, and indemnifies Secure Express against all liability of whatsoever nature arising directly or indirectly from the handling of the services. This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages arising from an accident, general damages, constitutional damages, legal costs, loss

of the services, lost goods, damage to property, the failure to collect or a customer, failure to load/off load customer timeously, adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of Secure Express, its servants, agents or employees, or otherwise.

9. MEDICAL COSTS & INSURANCE

- 9.1 Secure Express will only be liable to the Customer, should such a claim arise from the negligent and/ or reckless driving of its driver, in which event such a claim is limited to reasonable medical cost incurred by the Customer. General damages such as pain, suffering, loss of amenities, or constitutional damages are expressly excluded.
- 9.2 Secure Express will, only if requested to do so by electing one of the options to effect medical insurance on its Services rendered in terms of this carriage agreement. The required insurances effected by Secure Express will be subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. Secure Express will not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurer dispute liability for any reason, the insured will have recourse against the insurer only, and Secure Express will not be under any liability in relation thereto.

10. SUBCONTRACTING

Secure Express reserves the right to employ subcontractors or agents to act for it. Where Secure Express may employ independent third parties to perform all or any of the functions required of Secure Express, Secure Express will only attract liability in terms of this agreement even although Secure Express may be responsible for the payment of their charges. However, if Secure Express is suitably indemnified against all costs (including attorney-and-own-client costs), Secure Express will take such action against the third party concerned on the customer's behalf as the customer may direct.

11. PERMITS, CONSENTS & OPERATING LICENCES

Secure Express undertakes to apply, and have all the required permits, consents, authorisations, and operating licenses as may be required to render the Services and undertake to act in accordance with all legislation and regulations as may be imposed in it from time to time. These documents, or certified copies will be either displayed by the driver or be available on request, so as to ensure proper compliance.

12. **DRIVERS**

12.1 Upon the Customer accepting the Services, Secure Express will provide the prescribed details of the driver of the vehicle to the Customer or passenger electronically.

12.2 The Driver will :

12.1.1 be in possession of a valid driver's license for the particular motor vehicle;

12.1.2 have a prescribed public driving permit, if applicable;

12.1.3 qualified and certified by Private Security Regulatory Authority;

12.1.4 apply the required health protocols as prescribed by relevant legislation;

12.1.5 have undergone security awareness, hijacking prevention, streetwise driving, basic first training, and self-defence training

13. **CUSTOMER'S PROPERTY**

Whilst Secure Express and/or its drivers will make all reasonable endeavours to return Customer's forgotten property found in the motor vehicle after disembarkation, Secure Express shall not be liable for any damages resulting from such loss.

14. **PRIVACY AND PERSONAL INFORMATION**

14.1 The Secure Express application is activated by the capturing of the Customer's information, and certain parts of the information will constitute personal information as defined in the Protection of Personal Information Act, Nr 4 of 2013 (Act") as such information is gained by automated means. Accordingly, the Customer consents in terms of the said Act, that Secure Express Act may process the Customer's personal information but subject to the provisions of the Act. Secure Express will not process personal information concerning the Customer's religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information, the criminal behaviour to the extent that such information relates to an alleged commission of any offence or any proceedings in respect of any offence allegedly committed by a Customer or the disposal of such proceedings

14.2. The Customer has the right, and Secure Express undertakes to have his, her or its personal information processed in accordance with the conditions for the lawful processing of personal information including the right:

14.2.1 to be notified that:

(i) personal information about him, her or it is being collected as provided for in terms of section 18 of the Act; or

(ii) his, her or its personal information has been accessed or acquired by an unauthorised person as provided for in terms of section 22;

14.2.2 to establish whether Secure Express holds personal information of that Customer and to request access to his, her or its personal information as provided for in terms of section 23 of the Act;

14.2.3 to request, where necessary, the correction, destruction, or deletion of his, her or its personal information as provided for in terms of section 24 of the Act;

14.2.4 to object, on reasonable grounds relating to his, her or its particular situation to the processing of his, her or its personal information as provided for in terms of section 11 (3) (a) of the Act;

14.2.5 to object to the processing of his, her or its personal information:

(i) at any time for purposes of direct marketing in terms of section 11 (3) (b) of the Act; or

(ii) in terms of section 69 (3) (c) of the Act;

14.2.6 not to have his, her or its personal information processed for purposes of direct marketing by means of unsolicited electronic communications except as referred to in section 69 (1) of the Act;

14.2.7 not to be subject, under certain circumstances, to a decision which is based solely on the basis of the automated processing of his, her or its personal information intended to provide a profile of such person as provided for in terms of section 71 of the Act;

14.2.8 to submit a complaint to the Regulator regarding the alleged interference with the protection of the personal information of any Customer or to submit a complaint to the Regulator in respect of a determination of an adjudicator as provided for in terms of section 74 of the Act; and

14.2.9 to institute civil proceedings regarding the alleged interference with the protection of his, her or its personal information as provided for in section 99 of the Act.

14.3 Secure Express, will process the Customer's Personal information only if:

14.3.1 the Customer or a competent person where the Customer is a child consents to the processing;

14.3.2 processing is necessary to carry out actions for the conclusion or performance of this agreement;

14.3.3 processing complies with an obligation imposed by law on Secure Express;

14.3.4 processing protects a legitimate interest of the Customer;

14.3.5 processing is necessary for pursuing the legitimate interests of Secure Express or of a third party to whom the information is supplied.

14.4 Secure Express bears the burden of proof for the Customer's or competent person's consent as referred to in subsection (1) (a).

14.5 The Customer or competent person may withdraw his, her or its consent at any time, provided that the lawfulness of the processing of personal information before such withdrawal or the processing of personal information in terms of subsection will not be affected.

14.6 A Customer may object, at any time, to the processing of personal information:

14.6.1 in terms of subsection (1) (d) to (f) of the Act, in the prescribed manner, on reasonable grounds relating to his, her or its particular situation, unless legislation provides for such processing; or

14.6.2 for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications as referred to in section 69 of the Act.

14.7 If a Customer has objected to the processing of personal information in terms of subsection (3) of the Act, Secure Express may no longer process the personal information.

14.8 Subject to subsections (2) and (3) of the Act, the Customer's personal information will not be retained any longer than is necessary for achieving the purpose for which the information was collected or subsequently processed, unless:

14.8.1 retention of the record is required or authorised by law;

14.8.2 Secure Express reasonably requires the record for lawful purposes related to its functions or activities;

14.8.3 retention of the record is required by this agreement; or

14.8.4 the Customer or a competent person where the Customer is a child has consented to the retention of the record.

14.9 Secure Express may retain the Customer's personal information for periods in excess of those contemplated in the Act for historical, statistical or research purposes and if so, Secure Express shall establish appropriate safeguards against the records being used for any other purposes.

14.10 If Secure Express has used a record of personal information of a Customer to make a decision about the Customer, it will retain the record for such period as may be required or prescribed by law or a code of conduct, or if there is no law or code of conduct prescribing a retention period, retain the record for a period which will afford the Customer a reasonable opportunity, taking all considerations relating to the use of the personal information into account, to request access to the record.

14.11 Secure Express will destroy or delete the Customer's personal information or de-identify it as soon as reasonably practicable after Secure Express is no longer authorised to retain such personal information, in which event the destruction or deletion of a record of personal information in terms of subsection (4) of the Act, will be done in a manner that prevents its reconstruction in an intelligible form.

14.12 Secure Express will restrict processing of personal information if:

14.12.1 its accuracy is contested by the Customer, for a period enabling Secure Express to verify the accuracy of the information;

14.12.2 Secure Express no longer needs the personal information for achieving the purpose for which the information was collected or subsequently processed, but it has to be maintained for purposes of proof;

14.12.3 the processing is unlawful, and the Customer opposes its destruction or deletion and requests the restriction of its use instead; or

14.12.4 the Customer requests to transmit the personal data into another automated processing system.

- 14.13 Personal information referred to in section 14(6) of the Act may, with the exception of storage, only be processed for purposes of proof, or with the Customer's consent, or with the consent of a competent person in respect of a child, or for the protection of the rights of another natural or legal person or if such processing is in the public interest.
- 14.14 Where processing of personal information is restricted pursuant to section 14(6) of the Act, Secure Express must inform the Customer before lifting the restriction on processing.

15. **DISPUTE RESOLUTION**

- 15.1 Any dispute between the parties relating to any matter arising out of this agreement or the interpretation thereof, shall be referred to arbitration, by either of the parties, by way of a notice to the other party, in which notice particulars of the dispute are set out.
- 15.2 When arbitration proceedings are held it shall not be necessary to observe or carry out the usual formalities of procedure (for example, there shall not be any pleadings or discovery and no obligation to adhere to the strict rules of evidence).
- 15.3 Arbitration shall be held immediately and with a view to its being completed within 14 calendar days after it is demanded.
- 15.4 The arbitrator for such arbitration proceedings shall be a suitably qualified independent person appointed nominated by Secure Express' attorney.
- 15.5 The decision of the arbitrator shall be final and binding on the parties, who shall summarily carry out that decision and either of the parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 15.6 The "arbitration" clause in this agreement shall be severable from the rest of this agreement and therefore shall remain effective between the parties after this agreement has been terminated.
- 15.7 The arbitration shall be held informally, and in the absence of an agreement to the contrary shall be held on an acceptable virtual electronic platform, such as Microsoft Teams, Zoom, Skype or the like.
- 15.8 The arbitration shall be subject to the arbitration legislation for the time being in force in South Africa.
- 15.9. The Parties shall keep the evidence in the arbitration proceedings and any order

made by any arbitrator confidential.

15.10 The Parties hereby agree that each such Party shall be liable for 50% (fifty percent) of the arbitrator's fees, and that all legal costs incurred in the arbitration shall be held over for final determination by the arbitrator.

15.11 No clause in this agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

16. **DELAY - POLICE INSTRUCTION**

Secure Express will not be liable for any delay occasioned by compliance with any instructions issued by the police or any other competent authority. Any extra travelling costs incurred by Secure Express as a result of compliance with any such instructions will be added to its charges.

17. **SOLE AGREEMENT**

This agreement constitutes the sole record of the agreement between the parties. Secure Express will not be bound by any express or implied term, representation, warranty, promise or the like not recorded in this agreement.

18. **VARIATION**

No addition to, variation of or agreed cancellation of this agreement will be of any force or effect unless recorded in writing and accepted by Secure Express in writing.

19. **INDULGENCE AND WAIVER**

No relaxation or indulgence which Secure Express may grant to the Customer will constitute a waiver of the rights of Secure Express, and any such relaxation or indulgence will not preclude Secure Express from exercising any of its rights which may have arisen in the past or which may arise in the future.

20. **APPLICABLE LAW**

The proper law of this agreement is the law of the Republic of South Africa, and accordingly any dispute about this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination, or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach or termination will be determined according to the laws of the Republic of South Africa.

21. **CHOSEN ADDRESS AND NOTICES**

The Customer chooses its e-mail address, and if none any other acceptable electronic address as its chosen address for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement. The Customer is entitled to vary the said address, by way of appointing another electronic address with 7 days prior notice.

22. **PRESUMPTIONS AS TO NOTICES**

Any notice required to be given by Secure Express to the customer will be deemed to have been validly given if sent via e-mail or any other electronic form of communication to the Customer and will be deemed to have been received by the customer within 48 hours of being sent.

23. **MISCELLANEOUS**

- 23.1 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this agreement.
- 23.2 Unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and vice versa and words signifying natural persons will include artificial persons and vice versa.
- 23.3 Any reference to an amount in this agreement means that amount is exclusive of VAT unless specified otherwise.
- 23.4 The Customer may not cede, delegate, assign or sub-contract any of its rights or obligations in terms of this agreement without the prior written consent of Secure Express.
- 23.5 The rule of construction that clauses must be interpreted against the party principally responsible for drafting does not apply.

