



## **WEBSITE TERMS OF USE**

### **1. ACCEPTANCE OF TERMS OF USE**

- 1.1 This website [www.bpl.za.com](http://www.bpl.za.com) is made available to you by Safcor Freight (Pty) Ltd trading as Bidvest Panalpina Logistics ("BPL") conditional upon your acceptance, without modification, of these terms of use as amended from time to time. Use of this website is entirely at your own risk.
- 1.2 The terms and conditions set out below apply to every person who uses, accesses, refers to or views this website. Your access to and use of this website constitutes your agreement to and acceptance of these terms of use.
- 1.3 You hereby warrant to BPL that you have the required legal capacity to enter into and be bound by a contract. If you are unsure whether you have the legal capacity to enter into contracts, please ask someone to assist you with this information before continuing to use this website. If you do not agree with any provision contained in these terms of use, please stop using or accessing this website immediately.

### **2. DISCLAIMER AND INDEMNITY**

- 2.1 While BPL have taken care to ensure that the content on this website is accurate, this website and the services accessible on or via this website are provided "as is" and your use of and reliance on the information on this website and the online services is entirely at your own risk.
- 2.2 BPL do not represent or warrant that the website, any tools, software, advice, opinion, statement, information, content or online services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality. You acknowledge that any reliance upon any such tools, software, advice, opinion, statement or information shall be at your sole risk. BPL reserves the right, in its sole discretion, to correct any errors or omissions in any portion of this website.
- 2.3 Information, ideas and opinions expressed on this website should not be regarded as professional advice or our official opinion. You are strongly advised to seek professional advice before taking any course of action related to them. More specifically, certain information such as share price data, interest rates and exchange rates constitute guidelines only and the provision of this data may be delayed by a period of time. Accordingly, you are strongly advised to consult us or your professional adviser before trading or acting on such information.
- 2.4 To the fullest extent permissible by law, BPL expressly disclaims all (express and implied) warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security and accuracy in respect of this website and the services accessible on this website. While BPL takes all reasonable precautions to prevent this, BPL does not warrant that the website or any software available for download via the website is free of viruses or destructive code.
- 2.5 BPL and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees shall not be liable for and you hereby indemnify them against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable) arising out of your use of this website or the online services or the



information contained on this website or your inability to use this website or the online services.

- 2.6 BPL shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by any person who accesses or uses this website, utilises any service offered on this website or relying on any information contained on this website for any reason whatsoever, including but not limited to any injury, loss or damage suffered as a result of this access, use of service or reliance on information on this website. Without derogating from the generality of the above, BPL will not be liable for:
- 2.6.1 any interruption, malfunction, downtime or other failure of the website or online services, BPL's system, databases or any of its components, for reasons beyond BPL's control;
  - 2.6.2 any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of BPL's system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on BPL's system or third party systems or programming defects;
  - 2.6.3 any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such electricity suppliers, local authorities and certification authorities;
  - 2.6.4 any event over which BPL has no direct control; or
  - 2.6.5 Errors or discrepancies in the information provided, any unauthorised access of this website by third parties, any breakdown or failure of any equipment or medium of access to this website, any failure or unavailability of any of BPL's or any third parties' facilities or systems resulting in the inability to access this website or process any transaction referred to or offered on this website, any alteration, modification, upgrade or update of this website or any technology, hardware or software modification that may form part of this website.
- 2.7 Unless expressly stated to the contrary BPL owns the intellectual property rights in and to this website and the unauthorised use hereof is expressly prohibited

### **3. MODIFICATION OF TERMS OF USE**

- 3.1 BPL reserves the right, in its sole discretion, to amend (including without limitation, by the addition of new terms and conditions) these terms of use at any time and from time to time without notice to you. Any such amendments shall come into effect immediately and automatically. You undertake to review these terms of use regularly prior to use of this website for any such amendments.
- 3.2 BPL reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this website or any part hereof at any time.

### **4. USE OF SERVICES**

- 4.1 You may only use the website for lawful purposes and you warrant that you shall not use this website to obtain or distribute:
- 4.1.1 copyrighted material or material protected by laws relating to intellectual property rights without the permission of BPL;
  - 4.1.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software;



- 4.1.3 material which is defamatory, unlawful or contains hate speech; or
  - 4.1.4 bulk e-mail, whether solicited or unsolicited;
  - 4.1.5 other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this website, and you may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this website on your own server, or copy, adapt, modify or re-use the text or graphics from this website without prior written permission from BPL.
- 4.2 You must not interfere with or jeopardise the functionality or the operation of any part of this website or attempt to interfere with or jeopardise, disrupt, disable, harm or otherwise impede in any manner the functionality or operation of any part of this website or of the website material.
  - 4.3 You are strictly prohibited from using this website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming".
  - 4.4 You may not intercept any information transmitted to or from BPL or this website which is not intended by BPL to be received by you.
  - 4.5 You must respect other users of this website at all times.
  - 4.6 Any reference in these terms of use to a party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be.

## **5. PRIVACY POLICY**

- 5.1 BPL and all its associated companies respect the privacy of your personal information. BPL has created this Privacy Policy to provide effective processes for the appropriate handling of such personal information and to abide with applicable legislation that governs the authentication, protection and disclosure of personal information.
- 5.2 This Privacy Policy governs the manner in which BPL handles your personal information which may be collected when you use BPL website BPL, apply online for certain products or services, contact BPL electronically or register for one of the services offered on BPL's website. BPL takes all reasonable measures, in accordance with this Privacy Policy, to protect your personal information and to keep it confidential, even when you are no longer a customer of BPL.
- 5.3 BPL willingly subscribes to the principles, outlined in Section 51 of the Electronic Communications and Transactions Act 2002 ('ECT Act'), which governs your right to having your personal information kept private. These principles are briefly outlined below. BPL:
  - 5.3.1 will only collect, disclose, collate, process and store your personal information with your express written permission unless legally required to do so, and will only use such personal information for the lawful purpose for which it is required;
  - 5.3.2 will disclose in writing, the specific purpose for which BPL uses, request and stores your personal information. BPL will also keep a record of that personal information and the specific purpose for which BPL collects it;
  - 5.3.3 will not use your personal information for any other purpose, other than that which BPL disclosed to you, unless you give BPL your express written permission to do so, or unless BPL is permitted to use this information by law, statute, common or otherwise.



- 5.4 In these certain circumstances BPL may be required to disclose your personal information without your consent. The circumstances may occur when:
  - 5.4.1 BPL is required to do so by law or a competent judicial authority;
  - 5.4.2 disclosure is in the interest of the public;
  - 5.4.3 disclosure is in BPL's interest;
  - 5.4.4 your consent is implied;
  - 5.4.5 it is necessary to establish or preserve a legal claim or defence;
  - 5.4.6 is necessary to prevent fraud or other illegal activities, such as wilful attacks on BPL.
- 5.5 Information may be collected whenever you use BPL's website, complete an application form, contact BPL electronically, or use one of the services or facilities offered by BPL or any of BPL's associated companies.
- 5.6 You may be able to navigate certain portions of BPL's website without being requested to provide any personal information. In certain instances BPL will be required to collect personal information from you, in particular when BPL is required to provide you with feedback, a service or respond to any queries that you have or even in order to conclude a transaction. BPL will only be able to obtain any of your personal information if you have provided the requested information to BPL by completing the relevant portion on BPL's website. BPL will collect, store, process, transmit or otherwise handle personal information only with your knowledge and consent.
- 5.7 Unless BPL specifically advises you otherwise, BPL will only use your personal information in order to identify you, provide you with marketing material, process your order or instruction, address communications to you, conduct surveys, respond to queries raised by you and for quality control purposes in order to improve the service that BPL deliver. BPL may use your personal data and share it with BPL's associated companies in order to better understand your customer needs.
- 5.8 Should you elect not to have your personal information used for any reason whatsoever and you expressly advise BPL of these decisions (e.g. direct marketing or market research), then BPL will respect your decision accordingly. BPL will not sell, rent, market or distribute your personal information to third parties, except to any of BPL's associated companies, without your express consent.
- 5.9 After you have provided BPL with any of your personal information and given BPL your consent to use it and you later decide that you no longer wish that BPL use or share your personal information may at any stage withdraw your consent by providing BPL with proper notice regarding the withdrawal.
- 5.10 BPL respects and values the information that you provide BPL with and will therefore take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. The personal information you provide to BPL is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information. BPL has policies, processes and security safeguards in place and will use its best endeavours to protect the confidentiality, integrity and availability of your personal information.
- 5.11 BPL updates and refines these measures on a regular basis. BPL will not be responsible for the privacy policies and practices of third party web sites that you may access using links from BPL's website. It is in your best interest to check the policy of each site



you visit and that you contact that specific party should you have any concerns or questions. You should further note that internet communications are essentially insecure unless they have been encrypted. In certain instances your communications may be routed through any number of countries before reaching BPL's website. In this regard, BPL therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond BPL's control.

- 5.12 BPL may be obligated to disclose personal information to meet any legal or regulatory requirements of applicable laws.
- 5.13 If you ever want to update or correct any of your personal information held by BPL, kindly contact BPL.
- 5.14 When you browse BPL's website, BPL may store some data on your computer in the form of a "cookie" to automatically recognize your computer the next time you visit BPL's website. The type of information gathered is non-personal (such as: the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully. The cookie cannot be read by any other website other than the one that set up the cookie. BPL does NOT use cookies to examine your browsing behaviour before or after leaving BPL's website. Cookies do not damage your system and do not collect your personal information.
- 5.15 Cookies can help BPL in many ways, for example, by allowing BPL to tailor a website to better match your interests or to store your password and to save you from having to re-enter it each time. If you do not wish to receive cookies, please configure your internet browser settings to erase all cookies from your computer's hard drive, block all cookies or to receive a warning before a cookie is stored. You agree that BPL shall be entitled to send "cookies" from its website to your computer.
- 5.16 BPL reserves the right, in its sole discretion or according to any new legislation that may be passed to amend (including without limitation, by the addition of new terms and conditions) this Privacy Policy at any time by posting the amended policy on the website. Unless otherwise stated, the current version will apply each time you access BPL's website. It is your responsibility to review the Privacy Policy whenever you visit this website for any such amendments. Save as expressly provided to the contrary in this Privacy Policy, the amended version of the Privacy Policy shall supersede and replace all previous versions thereof.
- 5.17 This Privacy Policy will be governed by the laws of South Africa. To the extent that a court has jurisdiction over any dispute which may arise out of or in connection with this Privacy Policy, both you and BPL submit to the jurisdiction of the South African courts.

## **6. ELECTRONIC COMMUNICATIONS**

- 6.1 All electronic communications, including any attachments thereto that are transmitted to you by us, shall be on the following terms and conditions.
- 6.2 Before any purported agreement that has been negotiated either wholly or partly by electronic means shall be considered binding on BPL, the following terms and conditions shall apply:
  - 6.2.1 An advanced electronic signature, (as defined in the Electronic Communications and Transactions Act 25 of 2002), of a duly authorized member of the Board of Directors of BPL shall be required to be used and attached to any electronic



communication containing any offer and/or acceptance by BPL, as the case may be; and

- 6.2.2 Where BPL is acting as the offeror, the agreement shall be deemed to have been concluded at the time when and place where the acceptance of the offer was actually received by the Director so acting on behalf of BPL, and upon such Director expressly and manually acknowledging receipt of such acceptance.
- 6.3 An electronic communication shall be considered to have been sent by a Director as aforesaid only if:
  - 6.3.1 the Director sent it personally; or
  - 6.3.2 it was sent by a person who had the required authority to act on behalf of the said Director.
- 6.4 Any opinion or advice contained in electronic communications shall be subject to the terms and conditions contained in any governing agreement.
- 6.5 BPL is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor in any delay in its receipt.

## **7. VARIATION OF CERTAIN DEEMING PROVISIONS IN ECTA**

- 7.1 By using this website, you agree that these terms of use create a binding agreement between BPL and you, even though these terms of use are wholly or partly in the form of a data message. You agree specifically that:
  - 7.1.1 the agreement will be treated as if it was concluded at BPL's physical address on the date on which you first made any use of this website;
  - 7.1.2 an electronic signature is not required by you to BPL or by BPL to you for purposes of agreeing to these terms of use.
- 7.2 You agree that by using this website or the any material on this website that this will be sufficient evidence of your agreement to these terms of use.
- 7.3 Any data message sent by you to BPL will be deemed to have been sent from BPL's physical address if neither your usual place of business nor residence is located within the Republic of South Africa.
- 7.4 A data message sent by you to BPL will only be treated as having been received by BPL when an acknowledgement of receipt is sent by an individual who had authority to act on behalf of BPL in respect of that data message.

## **8. MONITORING OF COMMUNICATIONS**

- 8.1 You expressly give your consent for us to monitor your internet traffic on our various website servers and domains. You acknowledge that BPL monitors internet traffic on these various website servers and domains primarily:
  - 8.1.1 to ensure that surfers and consumers are not acting illegally, unlawfully or in breach of these terms of use;
  - 8.1.2 to maintain the integrity and security of our websites and our information technology systems;
  - 8.1.3 to investigate and detect any unauthorised use of our websites and our information technology systems; and
  - 8.1.4 as an inherent part of and to secure the effective operation of our websites and our information technology systems.



## **9. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that we own the intellectual property rights in and to this website, and all services contained herein, and that the unauthorised use thereof is expressly prohibited. Any trademark, however represented, including stylised representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of BPL, or one of its affiliated companies.

## **10. TERMINATION AND VARIATION**

We reserve the right to alter, restrict and/or terminate the services to you in particular, or to the public in general, without notice or reason, or to revise these terms and conditions, and/or the prices, if applicable, at which the services are offered, at any time. Such changes will be posted on this website and be deemed to have been accepted by you if you continue using the services. The obligation therefore is on you to review these terms and conditions at regular intervals.

## **11. BREACH**

If you breach any of these terms of use, BPL may immediately, automatically and without notice to you, terminate your use of and access to BPL's website, and/or prohibit your future access to use of BPL's website, and/or take appropriate legal action against you (including without limitation, applying for urgent and/or interim relief or claiming damages), without incurring any liability to you of any nature whatsoever and howsoever arising, and all of BPL's rights in this regard are expressly reserved.

## **12. DISPUTES**

- 12.1 In the event that any claim, matter or dispute arises between you and BPL arising out of or in connection with this website, then such claim, matter or dispute must be referred to the Legal Department of BPL. Should the Legal Department fail to resolve same within 20 business days of the referral then the claim, matter or dispute may be finally resolved in accordance with the provisions of clause 12.2 below.
- 12.2 In the event that any claim, matter or dispute arises between you and BPL arising out of or in connection with your use of this website, the website material or these terms of use then the claim, matter or dispute may be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by that foundation. The arbitration shall be held at Durban in the English language and shall be held immediately with a view to be completed within 20 business days after it is demanded. You agree that the decision of the arbitrator in the arbitration proceedings shall be final and binding on you and may be made an order of court.
- 12.3 BPL reserves the right to deal with the matter in a forum of its choice, which will include but will not be limited to, the courts of the Republic of South Africa. This right will continue to apply after termination, cancellation or amendment of these terms of use. You agree that BPL is entitled, but is not obliged, to institute any proceedings arising out of or in connection with these terms of use or your use of the website or of the website material, in any Magistrates' Court in the Republic of South Africa having jurisdiction over you, even though the cause of action in question exceeds the jurisdiction of that court.



- 12.4 Notwithstanding the above provisions, either party shall be entitled to institute action in any court of law of competent jurisdiction to obtain urgent interim relief or (in the case of BPL) to collect any outstanding debts due and payable by you to BPL .

### **13 LEGAL SERVICE OF DOCUMENTS AND NOTICES**

- 13.1 BPL chooses the below addresses for service for all purposes under these terms of use, whether in respect of court process, notices or other documents or communications of whatsoever nature:
- 13.1.1. Postal Address: PO Box 96, Isando, 1600, Gauteng, South Africa;
  - 13.1.2. Physical Address: 20 Wrench Road, Isando, 1609, Gauteng, South Africa;
  - 13.1.3 Fax no: +27 11 570 6407.
- 13.2 All notices to BPL must be marked for the attention of BPL Legal Department. All notices of a legal nature or relating to legal proceedings must be delivered by registered post to BPL's above postal address and also either delivered by hand to BPL's above physical address or sent to BPL's above fax number.
- 13.3 Notices given to the above addresses will only be deemed to have been duly given:
- 13.3.1 21 days after posting, if posted by registered post to BPL's postal address;
  - 13.3.2 five days after delivery, if delivered by hand to BPL's physical address;
  - 13.3.3 five days after confirmed successful transmission, if sent to BPL's fax number.

### **14. GENERAL**

- 14.1 These terms of use, as varied by BPL from time to time, above constitute the whole agreement between you and BPL relating to your access to and use of this website.
- 14.2 No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these terms of use which BPL may show, grant or allow you shall operate as an estoppel against any party in respect of its rights under these terms of use nor shall it constitute a waiver by BPL of any of BPL's rights and BPL shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.
- 14.3 These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.
- 14.4 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.
- 14.5 BPL's failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by BPL in writing.
- 14.6 These terms and conditions shall be for the benefit of BPL and may be waived by BPL in its discretion.
- 14.7 Any costs, including legal costs on the attorney and own client scale and value-added tax, incurred by BPL arising out of your use of this website or the website material, or a breach of these terms of use, will be borne by you.