

ONDEMANDMOVE – LEGAL TERMS AND CONDITIONS

I guarantee that the information provided (in my application/registration) is correct.

I shall keep my username and password confidential and shall not allow others access thereto or the use thereof.

I accept that I shall be responsible for all account activity conducted as a result of any access obtained through the use of my user ID and password, should I:

- share my access rights with any other person by disclosing or allowing others to gain knowledge of my user number and password; or
- leave my browser unattended while in an active browser session; or
- in any other manner conduct or access my **OnDemandMove** carelessly or negligently.

I acknowledge that my user ID is OnDemandMove's property and may be revoked or suspended at **OnDemandMove's** discretion.

Should I become aware of any breach or attempted breach of **OnDemandMove's** data security I shall inform **OnDemandMove's** management without delay and in writing.

I acknowledge and accept that any use of my **OnDemandMove** Account is at my own risk. Without limiting the generality of the aforesaid, I acknowledge that **OnDemandMove** will not, under any circumstances, be liable to me for any loss or damages (including consequential, direct, indirect, special, punitive or incidental damages) arising from:

- any defect or fault in my hardware and/or software; or
- any failure or fault in connectivity to the Internet; or
- the unavailability of the **OnDemandMove** platform for any reason whatsoever; or
- any failure on the part of **OnDemandMove** to carry out instructions given online under circumstances where such failure is the result of a cause beyond **OnDemandMove's** control.

NO LIABILITY

OnDemandMove acts as an intermediary between the Merchant and the User, acquires information supplied from the Merchant and the User and processes transactions in good faith.

OnDemandMove does not guarantee the correctness of information acquired or supplied and can in no way be held liable by the Merchant/User for any damages suffered by the Merchant/User acting upon such information.

Any dispute between the User and the Merchant howsoever arising, which includes, a dispute regarding:

- The value of reversals of invalid sales;
- Any discount;
- Any refund due to a cardholder;
- Any overpayment;
- The value of any transaction;

- The debiting of any Merchant's account

is deemed to be a dispute between the End User and the Merchant and **OnDemandMove** is not a party thereto. **OnDemandMove** will in no way be held liable by the Merchant/User for any damages suffered by such Merchant/User pursuant to such dispute.

OnDemandMove Specific Terms & Conditions

1. Detailed description of goods and/or services

OnDemandMove is a business in the App based services (transport, logistics, retail and delivery) industry that is utilized by multiple vendors/service providers.

2. Delivery policy

Subject to availability and receipt of payment, requests will be processed within 2 days and delivery confirmed by way of email, SMS or App in-contact communication .

(for e.g. booking number / booking voucher etc. and must mention the use of courier and/or postal services and associated costs, if applicable.)

3. Export restriction (Optional)

The offering on this website is available to South African clients only.

4. Customer Privacy policy

OnDemandMove shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:

http://www.polity.org.za/attachment.php?aa_id=3569 .

6. Payment options accepted

Payment may be made via Visa and MasterCard.

7. Card acquiring and security

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

8. Customer details separate from card details

Customer details will be stored by **OnDemandMove** separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

9. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

10. Responsibility

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

11. Country of domicile

This website is governed by the laws of South Africa and **OnDemandMove** chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

12. Variation

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

13. Company information

This website is run by **OnDemandMove** (private company) based in South Africa trading as

OnDemandMove and with registration number **2016/481251/07** and **Pride D. Mudzingwa**

(Managing Director)

14. **OnDemandMove** contact details

Company Physical Address: Unit 13, Midrand Allandale Industrial Park, Morkels Close Midrand 1685

Email: info@ondemandmove.co.za / support@ondemandmove.co.za Telephone: +27 10 312 6187 / +27 63 191 6275