

SUREcargo Terms and Conditions:

Please read these terms and conditions carefully as they contain important information regarding your legal rights, remedies and obligations. these include various limitations and exclusions, a clause that governs the jurisdiction and venue of disputes, and obligations to comply with applicable laws and regulations.

Terms & Conditions of Service of Site <http://www.surecargo.net/>

All services and insurance remain at site users' own discretion.

The Site <http://www.surecargo.net/> is owned by Santova International Trade Solutions (Pty) Ltd, a company duly incorporated and registered in South Africa and with registration number: 2005/042259/07.

The Site and Domain is managed by **Santova Financial Services (Pty) Ltd, FSP Number - 6018**, hereinafter "the Intermediary".

All insurance related matters are managed by Santova Financial Services (Pty) Ltd, FSP Number - 6018, and insured by Guardrisk Insurance Company, FSP Number- 75, in accordance with the Financial Sector Conduct Authority of South Africa.

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

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

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

The SUREcargo Site and Services comprise an online Site through which a Carrier/Agent/Shipper (as defined, but not limited to) may purchase Cargo Insurance in respect of Cargo.

OTHER KEY TERMS

"Agent " means an entity which acts on behalf of a carrier and/or shipper.

"Cargo" means the goods, packages and/or parcels which are to be/are in transit on a Conveyance.

"Cargo Insurance" means, subject to these terms and conditions and in consideration to the payment of, and conditional upon, the prior payment of the Premium by or on behalf of the insured and receipt thereof by or on behalf of the Insurer, the Insurer specified in the schedule agrees to indemnify or compensate the Insured by payment or, at the option of the Insurer, by replacement, reinstatement or repair in respect of the defined events occurring during the transit of goods up to the limit of the indemnity specified.

"Carrier " means an entity which offers transport services.

"Certificate of Insurance" shall mean the certificate, evidencing the Cargo Insurance, and which contains, among others, the policy number, details of the Insured, the loading and delivery address, method of transport, value of Cargo, departure and arrival dates coupled with other conditions pertaining to the Cargo Insurance.

"Collective Content" means Member Content, Intermediary Content and SUREcargo's Content.

"Consignment" means cargo transported under the terms of a single bill of lading or air waybill.

"Content" means any Software, IP addresses, trademarks, brand names, domain names, Rights of Copyright, text, graphics, images, music, software, audio, video, information or other materials comprising of a digital cargo insurance platform.

"Conveyance" means a commercial conveyance of Cargo from original departure to listed destination point in accordance with the applicable Incoterms®.

"Intermediary Content" means all Content that the Intermediary makes available on or through the Site or its Services, including any Content licensed from a third party, but shall not include a Member's Content.

"Insurance" shall mean the relevant Cargo Insurance arranged by the Intermediary on behalf of the Insurer for the Member utilising the Site.

"Insured" means the Shipper(s), individual(s) or companies who have elected to purchase Cargo Insurance through SUREcargo.

"Insurer" means Guardrisk Insurance Company, FSP Number- 75, as applicable.

"Member" means a person and/or company who accesses the Site and/or completes the required Site Account registration process, including but not limited to a Carrier, Agent and/or Shipper.

"Member Content" shall refer to Content, which is uploaded, or otherwise posted by a Member, and in terms of which a Member has insurable interest and upon which the Premium is based.

"Payment Processor" shall refer to the facilitator, Peach Payments Services (Pty) Ltd, a South African Company with registration number 2012/076633/07, who shall be providing the on-line payment platform made available to the Intermediary for the processing of payments by Members on the Site for the Services.

"Premium" shall refer to the Cargo Insurance premium due as applicable for selecting and purchasing Cargo Insurance via the Site and includes any other fees imposed by the Insurer, including any Sasria premiums where applicable.

"Services" means an online Site comprising Software that quotes Members in order to assist with the purchase of Cargo Insurance in respect thereof and may include any further requirements for the provision of any necessary documentation in order to provide these Services. Such Services are provided, and/or will be provided, through the Site, inter alia, under the trade marked name, SUREcargo,

"Service Provider" means collectively all service providers to SUREcargo, which shall include, but not be limited to, the Shipper/Carrier/Agents, Insurer and Intermediary.

"Software" means, collectively, the full version of the software relating to the Site in source code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the current version, and all system documentation and any Content.

"Site" means <http://www.surecargo.net/>

"Shipper" means a person and/or company who requires transport of Cargo.

"SUREcargo" means the trade marked name, whether registered or now, including the Site utilised by the Intermediary whereby the Service of Cargo Insurance will be provided.

If you accept and agree to these terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to

these terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

MODIFICATION

The Intermediary reserves the right, at its sole discretion, to modify the Site or Services or to modify these Terms, at any time and without prior notice.

If the modified Terms are not acceptable to the Member, the only recourse is to cease using the Site and Services.

ELIGIBILITY

The Site and Services are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services the Member represents and warrants that they are 18 or older.

HOW THE SITE AND SERVICES WORK

The Services can be used to facilitate the purchasing of private and commercial Cargo Insurance. In order to purchase Cargo Insurance, a Member must first register to create a SUREcargo online Site Account (defined below) which is managed by SUREcargo.

As stated above, the Intermediary makes available an online Site.

Unless explicitly specified otherwise on the Site, the Intermediary's responsibilities are limited to: (i) facilitating the availability of the Site and (ii) facilitating the Payment Processor for the purpose of accepting payments from the Insured on behalf of the Insurers (iii) confirmation of Cargo Insurance cover and (iv) processing claims.

ACCOUNT REGISTRATION

In order to access certain features of the Site and to purchase Cargo Insurance, or other Services, you must register to create a Site Account ("Site Account") and become a Member. You may register to join directly via the Site or as described in this section. Carriers and/or Agents are to complete a simple application questionnaire for consideration by SUREcargo who retains the right to decline to register a Member on its Site at any time either before or after registration and may revoke all rights if deemed at its sole discretion of violating its quality and guarantee terms.

CARGO INSURANCE

The proper consideration and arrangement of marine insurance remains the responsibility of the parties to the agreement of the Consignment, and not the Intermediary.

SUREcargo, may refer Carrier/Agent and/or Shipper to its Cargo Insurance policy provided that explicit decline, and/or value of Cargo transported does not exceed the value of goods of ZAR8,000,000.00, expressed in equivalent other currencies, subject to the applicable rate of exchange ruling at settlement date and subject to exchange control regulations in force at that time unless otherwise explicitly agreed, or are part or wholly classified as an excluded good (jewellery, watches, precious stones, furs, bank and/or treasury notes, bullion, money, securities, stamps, patterns or manuscripts, plans and designs, livestock, explosives, firearms and ammunition, money, phone cards, prepaid cards cell phones, laptops, tablets, cigarettes, tobacco and tobacco products, cobalt, copper, dangerous/hazardous goods, household goods and shipping containers).

For excluded Cargo, or limits above ZAR 8,000,000.00 specialist insurance advice is required, this is specifically excluded from the Services.

The foregoing Cargo Insurance may also be purchased as a standalone Service from the Site as part of SUREcargo's Service offering.

When Cargo Insurance has been purchased, the Shipper, Carrier, Agent and/or Service Provider will receive the following:

Certificate of Cargo Insurance
Policy Summary
VAT Invoice (where applicable)
Statutory Declaration

The above terms and conditions shall be read in conjunction with the Cargo Insurance policy applicable and in the event of any conflict between these Terms and Conditions and any terms of the Insurance Policy then the Cargo Insurance policy shall take precedent, to the extent applicable. The full policy wording is available upon further request to info@surecargo.net

APPOINTMENT OF PAYMENT PROCESSOR AS PAYMENT COLLECTION AGENT FOR INSURER

In connection with a requested Cargo Insurance, customary billing information will be required such as name, billing address and payment information by the Payment processor(s). You agree to pay to the Payment Processor for any confirmed Cargo Insurance made in connection with your SUREcargo Site Account in accordance with these Terms by one of the methods described on the Site. If you are directed to the Payment Processor(s) online payment portal made available on the Site for payment you will be subject to terms and conditions governing use of the Payment Processor's service and the Payment Processor's personal information collection practices. Please review such terms and conditions and privacy policy made available by the Payment Processor. Once your confirmed Service transaction is complete you will receive a confirmation email summarising your confirmed Insurance.

Insurance is not valid unless the full Cargo Insurance Premium is paid prior to the commencement of the Consignment.

CANCELLATIONS

Please refer to the Intermediary for cancellation terms.

PAYMENT PROCESSING ERRORS

Please refer to the Payment Processor in the event of any payment processing errors.

TAXES

Tax laws or regulations may require the Intermediary to collect appropriate tax information from any Carriers/Agents or Service Providers, or to withhold taxes from payouts to Carriers/Agents/other Service Providers, or both. The Intermediary reserves the right to request all required VAT and tax certificates of registration as deemed appropriate. The Intermediary reserves the right at its sole discretion to withhold payouts until resolution or to withhold payouts as required by law, or both.

As a Carrier/Agent or other Service Provider it is understood and agreed that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and (iii) your obligations relating to Taxes and remittance to the relevant authorities. The Intermediary does not offer Tax-related advice.

You agree that we may seek additional amounts from you in the event that the Taxes collected or remitted are insufficient to fully discharge your obligations to any applicable Tax authority.

MEMBER CONDUCT

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to, but is not limited to, your access to, use of, and/or interaction with the Site, Services and Collective Content. In connection with your access to use of

and/or interaction with the Site, Services and Collective Content, you may not and you agree that you will not:

- violate any local, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax laws;
- use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Services or Collective Content;
- use the Site, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of the Intermediary or any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage the Site, or provision of the Services, including, without limitation, through the use of viruses, cancel bots, D Dos attacks, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, or the Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, the Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements
- "stalk" or harass any other Member of our Site, Services or Collective Content, or collect or store any personally identifiable information about any other Member other than for purposes of transacting as a Shipper, Carrier/Agent, Member or other Service Provider;
- recruit or otherwise solicit any other Member to join third party services or websites that are competitive to the Intermediary, without the Intermediary's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Services or Collective Content;
- use the Site, Services or Collective Content to find a Carrier/Agent, Service Provider or Shipper and then complete a Consignment or Service independent of the Site, or the Intermediary, in order to circumvent the obligation to pay any Service Fees related to the Intermediary's provision of the Services or for any other reasons;
- access, tamper with, or use non-public areas of the Site or Services, computer systems, or the technical delivery systems of Santova' providers;
- attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures related to the Site and/or the Intermediary;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the Intermediary or any of the Intermediary's providers or any other third party (including another Member) to protect the Site, Services or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

The Intermediary has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

The Intermediary may access, preserve and/or disclose any of your information if required to do so by law, to the extent required in order to render the Services or if believed in good faith that it is reasonably necessary to (i) respond to claims asserted against the Intermediary or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with Members, such as these Terms, and with any Carrier/Agent or Service Provider, (iii) for fraud prevention, risk assessment, investigation, refund support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of the Intermediary, its Members, or members of the public.

NO OBLIGATION

You acknowledge that the Intermediary has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, and in providing any Services (including without limitation for fraud prevention, risk assessment, investigation and refund support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. The Intermediary reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that the Intermediary, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

COPYRIGHT & OWNERSHIP

Site, Services and Collective Content

You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights such as but not limited to as well as in all material, including logos, programming code, programming tools and other graphics and multimedia works published on or through the Site and the SUREcargo Site/Santova Limited Group websites, are the exclusive property of the Intermediary and its licensors.

The logos and trademarks shown on the Site and/or Collective Content and the SUREcargo Site/Santova Limited Group websites are Santova Limited Group's registered and unregistered trademarks, or that of another entity within the Santova Limited Group, or that of third parties. As such, you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content.

The Member and/or any external party is prohibited from spoofing, linking and framing any part of the Site and/or Collective Content.

SURECARGO CONTENT AND MEMBER CONTENT LICENSE

Subject to your compliance with the terms and conditions of these Terms, the Intermediary grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Site Content solely for your commercial purposes and (ii) access and view any Content to which you are permitted access, solely for commercial purposes as envisaged and permitted by these Term. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by the Intermediary or its licensors, except for the licenses and rights expressly granted in these Terms.

MEMBER CONTENT

The Intermediary may, at our sole discretion, permit Member's to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, and Services, you hereby grant to the Intermediary a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, transmit, access, view, and otherwise exploit such Member Content to the extent reasonably required (subject to Privacy Policy) in order to provide the Services to such Member. The Intermediary does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site and Services. Accordingly, you represent and warrant that: (i) you are either the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to the Intermediary the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or the Intermediary's use of the Member Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate your and/or any third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

LINKS

The Site and Services may contain links to third party websites or resources. You acknowledge and agree that the Intermediary is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Intermediary of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the Site implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located at, http://www.google.com/intl/en_us/help/terms_maps.html.

SUSPENSION, TERMINATION AND CANCELLATION OF SURECARGO SITE ACCOUNT

The Intermediary may, at its discretion and without liability to the Member, with or without cause, with or without prior notice and at any time, proceed to limit, suspend, deactivate or cancel the Member's Site Account. If the Intermediary exercises its discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to the Member: (a) the Member's Site Account will be deactivated or suspended, passwords will be disabled, and the Member will not be able to access the Site, the Site Account, the Member Content, or receive assistance from the Intermediary or its Service Providers, (b) any pending or accepted future Consignments or Services as either Carrier/Agent/Service Provider or Shipper will be immediately terminated, (c) the Intermediary may communicate to the Shipper or Carrier/Agents/Service Provider that a potential or confirmed Service has been cancelled, (d) the Intermediary may refund the Shipper in full for any and all confirmed reservations, irrespective of pre-existing cancellation policies, (e) the Intermediary may contact the Shipper to inform them about potential alternate Consignments with other Carrier/Agents/Service Providers that may be available on the Site, and (f) the Member will not be entitled to any compensation for reservations or Consignments (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of the Member's Site Account.

The Member may cancel its Site Account by sending an email with the instruction to info@surecargo.net. Please note that if the Site Account is cancelled, the Intermediary has no obligation to delete or return any Member Content posted to the Site, including, but not limited to, any reviews or feedback.

CONTROLLING LAW AND JURISDICTION

These Terms and the Member's use of the Services will be interpreted in accordance with the laws of the Republic of South Africa.

DOMICILIUM AND COMMUNICATION

The Member's physical addresses, as provided on the Site, are the addresses (domicilium citandi et executandi) which the Member chooses as the address where any process of court may be served on the Member and/or external party ('domicile address'). The Member's mail address (be it residential, postal or electronic) will be used to forward statements, notices or other communications.

If the Member moves to another physical address, changes the mail address or wishes to give the Intermediary any notice, the Member must inform the Intermediary in writing: (a) notices given by the Intermediary will be regarded as having been received by the Member: (i) by prepaid post to the Member's mail address, 7 (seven) days after posting; (ii) by hand, on the date of delivery; (b) An e-mail message will be deemed to be sent if (i) by the Member, at the time at which the Intermediary is capable of accessing such message; (ii) by the Intermediary, at the time shown on the message as having been sent, or if not so shown, at the time shown on the Intermediary's computer system as having been sent (c) an e-mail message is deemed to be received if (i) by the Member once it becomes capable of being retrieved by the Member; (ii) by the Intermediary, once the Intermediary has confirmed receipt thereof to the Member, or responded thereto, whichever is the earlier. (d) An e-mail message shall be attributed (i) to the Member, if it purports to have originated from the Member, irrespective of the fact that someone else may have impersonated the Member or whether the message sent to the Intermediary resulted from an error or malfunction in the communication system; (iii) to the Intermediary, if it has been sent by a duly authorised representative and such representative acted within the scope of such authority or by an automated system programmed by the Intermediary and such system operated without error or malfunction.

LIMITATION OF LIABILITY

The Member acknowledges and agrees that, to the maximum extent permitted by law, the entire risk arising out of the Member's access to and use of the Site, Services and Collective Content, the Services, any participation in the referral program, and any contact with other Members of the Site whether in person or online remains with the Member. The Member and external party acknowledge that the Intermediary relies solely on the input of information by the Member. the Intermediary therefore cannot guarantee the accuracy of the information contained in the Site and/or Collective Content.

The Intermediary, and any entity within the Santova Limited Group, will not be responsible or liable for all or any damage, loss or consequential damage howsoever caused by the use of the Site and/or Collective Content which includes, but is not limited to, damage which the Member may suffer as a result of (a) the inaccuracy of any information on the Site and/or Collective Content or the Intermediary/Santova Limited's Group websites, (b) any malfunction or defect in the Site and/or Collective Site system, Santova Limited Group websites or the hardware used by the Member (which includes any desktops, tablets and/or other electronic devices used to access and interact with the Site and/or Collective Content), (c) any defect in the software used by the Member to gain access to the Site, (d) any act or omission by the applicable internet service provider or any defect in the Site/Santova Limited Group websites or the Site and/or Collective Content or any other medium by which access is gained to the system such as (i) the Site and/or Collective Content being off-line or unavailable for any reason; (ii) any industrial action; (iii) any other circumstances not reasonably within

the Intermediary's control; (iv) erroneous, unauthorized, incomplete, or unlawful access and/or instructions by the Member and/or external party; (v) unlawful or unauthorised access by any other person(s); (vi) any failure by the Intermediary to send notices to the Member and/or external party; and (vii) the negligence or gross negligence of the Intermediary, any entity within the Santova Limited Group of Companies, and its employees and/or agents.

DISCLAIMER

Any use by the Member of the Site, application, Services or Collective Content, is done at the Member's sole risk. The Site, Services, and Collective Content are provided "as is", without warranty of any kind, either express or implied, without limiting the foregoing, the Intermediary explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of the course of dealing or usage of the Site and/or Collective Content. The Intermediary makes no warranty that the Site, Services, or Collective Content, including, but not limited to the Services or any Consignments, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. The Intermediary makes no warranty regarding the quality of any Consignments, the Services or Collective Content or the accuracy, timeliness, truthfulness, completeness or reliability of any Collective Content obtained through the Site, or Services.

No advice or information, whether oral or written, obtained from the Intermediary or through the Site, Services or Collective Content, will create any warranty not expressly made herein.

The Member is solely responsible for all communications and interactions with other Members of the Site, or Services and with other persons with whom such Member may communicate or interact as a result of any use of the Site, or Services, including, but not limited to, any Carrier/Agents, Service Providers or Shipper and the Member understands that the Intermediary does not make any attempt to verify the statements of any other Members of the Site or Services. The Intermediary makes no representations or warranties as to the conduct of Members of the Site or Services or their compatibility with any current or future Users of the Site or Services. The Member further agrees to take reasonable precautions in all communications and interactions with other Members of the Site or Services and with other persons with whom such Member may communicate or interact, as a result of the use of the Site or Services, including, but not limited to, Shippers, Carrier/Agents and Service Providers, particularly if the Member decides to meet offline or in person regardless of whether such meetings are organised by the Intermediary. Notwithstanding the Payment Processor's appointment as the payment collection agent for the purpose of accepting payments from the Insured on behalf of the Insurer, the Intermediary explicitly disclaims all liability for any act or omission of the Insurer, Insured, the Payment Processor and/or any other third party.

INDEMNIFICATION

The Member agrees to release, defend, indemnify, and hold the Intermediary and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) the Member's access to or use of the Site, the Services, or Collective Content or any violation of these terms; (b) the Member Content; (c) any interaction with any Member, (d) the use, condition or use of Service by the Member, including but not limited to any losses or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of any Consignment or use of a Service. The Member hereby warrants to the Intermediary that they have the required legal capacity and are duly authorised to enter into and be bound by these terms.

PRIVACY POLICY

For the purposes of this section, Personal Information will be understood in accordance with the definition provided in the Protection of Personal Information Act 4 of 2013 ("the Act"). The Intermediary also subscribes to the principles for electronically collecting personal information outlined in the Act, and the further legislation referred to therein. The Intermediary further endeavors to ensure the quality, accuracy and confidentiality of Personal Information in our possession.

In adopting this Privacy Policy, the Intermediary aims to balance the legitimate business interests and the Member's reasonable expectation of privacy. Accordingly, all reasonable steps shall be adopted to prevent unauthorised access to, or disclosure of your Personal Information.

Members will be prompted to register an account with SUREcargos. In so doing, Members may be asked to provide the following information (Personal Information):

- First name.
- Surname.
- Email.
- Physical address.
- Phone number.
- Bank account details.
- Company/CC/business name.
- Fleet information.
- Company/CC/business registration number.
- VAT details

The above Personal Information will be processed in order to provide the Services and the details pertaining to the use of this Personal Information are set out under the Santova section 18 Processing Notice available at the following hyperlink: <https://www.santovafinancialservices.co.za/legal/>

All reasonable attempts shall be made to limit the types of Personal Information processed to only that to which the Member does consent to (for example, in the context of online registration, newsletters, message boards, surveys, polls, professional announcements, SMS, MMS and other mobile services). Payment information will be captured through the Website and the Payment Processor's online payment platform made available on the Site.

The Intermediary shall not collect, use or disclose sensitive information (such as information about racial or ethnic origins or political or religious beliefs, where relevant) except with the specific consent of the relevant Member or in the circumstances which are permitted by law.

In providing the above Personal Information, Members consent to the use and processing of this Personal Information, which shall be done in accordance with the abovementioned Santova Section 18 Processing Notice.

For further data protection, please refer to the Santova Data Privacy policy here:

<https://www.santovafinancialservices.co.za/legal/>