



CARE RUNNERS

+27-83-512-4725

support@carerunners.co.za

1 Mark Shuttleworth Street,
Lynnwood, Pretoria, 0087.

Terms and Conditions Agreement

Please read the terms and conditions carefully.

The terms and conditions ("Agreement") constitute a legal agreement between you and Care Runners.

Acceptance of this Agreement

The Company provides an online marketplace connection, using web-based technology that connects you and other clients, Law Firms and/or other businesses and independent delivery contractors ("Contractors"). The Company's software permits clients to make a request for files/other goods to be collected and delivered to various Law Firms and businesses. Once such requests are made, the Company's software notifies Contractors that a delivery opportunity is available and the software facilitates the completion of the delivery to the clients. The Company is not a Law Firm.

If you access the website located at <https://www.care-runners.co.za/>, install or use Care Runners' mobile application, install or use any other software supplied by Care Runners, or access any information, function, or service available or enabled by Care Runners (each, a **"Service"** and collectively, the **"Services"**), or complete the Care Runners account registration process, you, your heirs, assigns, and successors (collectively, "you" or "you're") hereby represent and warrant that:

You have read, understand, and agree to be bound by this Agreement;

You are of legal age in the jurisdiction in which you reside to form a binding contract with Care Runners (the "Minimum Age"); and

You have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization on whose behalf you have created an account and to bind such organization to the Agreement.

The terms "User" and "Clients" refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that register accounts or otherwise access or use the Services through their respective representatives.



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Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use Care Runners's Services.

- **Modifications**

Subject to this Agreement, you agree that Care Runners reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software or Services at any time, effective upon posting of an updated version of this Agreement through the Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

Herein by reference.

- **Rules and Prohibitions**

By using the Services, you agree that:

You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Clients, Care Runners employees, or our community.

You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights. You will only access the Services using means explicitly authorized by Care Runners.

You will not use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services. You will not use the Services to cause nuisance, annoyance or inconvenience. You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Merchant, user or Contractor, unless Care Runners has given you prior permission to do so in writing. You will not copy or distribute the Software or any content displayed through the Services, including Law Firm's menu content and reviews, for republication in any format or media.

You will not compile, directly or indirectly, any content displayed through the Services except for your personal, non-commercial use. The information you provide to us when you register an account or



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otherwise communicate with us is accurate, You will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request. You will keep secure and confidential your account password or any identification credentials we provide you which allow access to the Services.

You will use the Software and Services only for your use and will not directly or indirectly resell, license or transfer the Software, Services or content displayed by the Services to a third party. You will not use the Services in any way that could damage, disable, overburden or impair any Care Runners server, or the networks connected to any Care Runners server. You will not attempt to gain unauthorized access to the Services and/or to any account, resource, computer system, and/or network connected to any Care Runners server. You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures Care Runners may use to prevent or restrict access to the Services or use of the Services or the content therein.

You will not deep-link to the Care Runners website or access the Care Runners website manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy, index, frame, or monitor any portion of the Care Runners website or any content on the Care Runners website. You will not conduct any systematic retrieval of data or other content from the Services. You will not try to harm other Clients, Care Runners, or the Services in any way whatsoever. You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.

You will not abuse our promotional or credit code system, including by redeeming multiple coupons at once or by opening multiple accounts to benefit from offers available only to first-time clients. You will not attempt to undertake any of the foregoing.

- **Contractors and Law Firms Are Independent**

You understand and agree that Care Runners provides a technology platform connecting you (law firms) with independent third-party contractors (Drivers) who provide delivery services. You acknowledge and agree that Care Runners does not itself collect or offer delivery services, and has no responsibility or liability for the acts or omissions of any Law Firm or any Contractor. Care Runners is not the retailer of any products offered by Law Firm, nor is it in the delivery business or a common carrier.



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Care Runners provides a technology platform facilitating the transmission of requests by Clients to Law Firms for pickup/delivery by Contractors. Care Runners will not assess or guarantee the suitability, legality or ability of any Contractor or Law Firm. You agree that Care Runners is not responsible for the Law Firm's Files/goods or the safety of the files. Care Runners has no responsibility or liability for acts or omissions by any Law Firm or Contractor.

You agree that after collecting the files/goods the Independent Contractor will be directed by your instructions to transport the files/goods to your designated delivery location. You agree that neither the Contractor nor Care Runners holds title to or acquires any ownership interest in any files/goods that you're moving from one place to another through the Services.

- **User Account**

You may be required to register for an account to use parts of the Services. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and update the information to keep it accurate, current, and complete. You are the sole authorized user of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account.

You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify Care Runners immediately. Care Runners will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by Care Runners or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or Care Runners has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Care Runners has the right to suspend or terminate your account and refuse any current or future use of the Services (or any portion thereof). You agree not to create an account or use the Services if you have been previously removed by Care Runners, or if you have been previously banned from use of the Services.



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- **User Content**

- ❖ **User Content.**

Care Runners may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, "User Content"). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit through the Services.

You further grant Care Runners a license to use your username and/or other User profile information, including without limitation your rating history, to attribute User Content to you in connection with such Uses, without notification or approval by you. You agree that this license includes the right for other Clients to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to Care Runners herein shall survive termination of the Services or your account.

Care Runners reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or we consider to be objectionable for any reason. You agree that Care Runners may monitor and/or delete your User Content (but does not assume the obligation) for any reason in Care Runners' sole discretion. Care Runners may also access, read, preserve, and disclose any information as Care Runners reasonably believes is necessary to:

satisfy any applicable law, regulation, legal process, or governmental request, enforce this Agreement, including investigation of potential violations hereof, detect, prevent, or otherwise address fraud, security, or technical issues, respond to User support requests, or Protect the rights, property or safety of Care Runners, its clients and the public.

- ❖ **Feedback**

You agree that any submission of any ideas, suggestions, and/or proposals to Care Runners through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that Care Runners has no obligations (including without limitation, obligations of confidentiality) concerning such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you



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hereby grant to Care Runners a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicense able right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

❖ Ratings and Reviews.

To the extent that you are asked to rate and post reviews of Merchants or other businesses ("Ratings" and "Reviews"), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by Care Runners and do not represent the views of Care Runners or its affiliates. Care Runners shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews.

Because we strive to maintain a high level of integrity concerning Ratings and Reviews posted or otherwise made available through the Services, you agree that:

- You will base any Rating or Review on first-hand experience with the independent contractor (delivery person).
- You will not submit a Rating or Review in exchange for payment or other benefits from an independent contractor
- Your review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violate this Agreement, we may remove such User Content without notice.

• Communications with Care Runners

By creating a Care Runners account, you electronically agree to accept and receive communications from Care Runners, Contractors, or third parties providing services to Care Runners including via email, text message, calls, and push notifications to the cellular telephone number you provided to Care Runners. You understand and agree that you may receive communications generated by automatic telephone dialling systems and/or which will deliver pre-recorded messages sent by or on behalf of Care Runners, its affiliated companies and/or Contractor, including but not limited to communications concerning requests placed through your account on the Services.



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Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may change your notification preferences by accessing the Settings in your account. You may also opt out of receiving text messages from Care Runners by replying "STOP" from the mobile device receiving the messages.

E-SIGN Disclosure

By creating a Care Runners account, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by emailing Care Runners at privacy@care-runners.com with "Revoke Electronic Consent" in the subject line.

To view and retain a copy of this disclosure, you will need a device (such as a computer or mobile phone) with a web browser and Internet access and either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, email Care Runners at privacy@care-runners.com with contact information and the address for delivery.

- **Intellectual Property Ownership**

Care Runners alone (and its licensors, where applicable) shall own all rights, title and interest, including all related intellectual property rights, in and to the Software and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Services, or any intellectual property rights owned by Care Runners. Care Runners name, Care Runners logo, and the product names associated with the Software and Services are trademarks of Care Runners or third parties, and no right or license is granted to use them. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software or the Services.

- **Payment Terms**

Prices

You must understand that:

The prices for the Services may differ based on the distance and amount of goods to be delivered;



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Care Runners has no obligation to itemize its costs, profits or margins for the distance of each delivery; and Care Runners reserves the right to change such prices at any time based on demand, at its discretion. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on Care Runners's income). Payment will be processed by Care Runners, using the preferred payment method designated in your account.

- **No Refunds.**

Charges paid by you for completed and delivered requests are final and non-refundable. Care Runners has no obligation to provide refunds or credits but may grant them, in the case of Care Runners's sole discretion.

- **Promotional Offers and Credits.**

Care Runners, at its sole discretion, may make promotional offers with different features and different rates to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Clients as indicated in the offer. You agree that promotional offers: may only be used by the intended audience, for the intended purpose, and in a lawful manner; may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Care Runners; are subject to the specific terms that Care Runners establishes for such promotional offer; cannot be redeemed for cash or cash equivalent; and

Are not valid for use after the date indicated in the offer or Care Runners's Terms and Conditions for Promotional Offers and Credits. Care Runners reserves the right to withhold or deduct credits or benefits obtained through a promotion if Care Runners determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement. Care Runners reserves the right to modify or cancel an offer at any time.

Fees for Services.

Care Runners may change the fees for our Services as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, Service Fees, Small Order Fees, and Surge Fees.



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Referral Program.

Care Runners's Referral Program Terms and Conditions are available at <https://www.care-runners.co.za/>, ("Referral Program").

Under the Referral Program, Care Runners offers its registered Clients in good standing the opportunity to earn gratuitous Care Runners credits as promotional rewards by inviting their eligible friends to register as new Care Runners Clients and place their initial order through the Service by using a unique referral ID link ("**Personal Link**"). For each Qualified Referral (as defined in the Referral Program) generated through a User's Personal Link, the User may receive a gratuitous credit as specified on Care Runners's Referral Program page. You agree that we may change the terms and conditions of the Referral Program or terminate the Referral Program at any time.

- **Third-Party Interactions.**

Third-Party Websites, Applications and Advertisements.

The Services may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**") and advertisements ("**Third-Party Advertisements**") (collectively, "Third-Party Websites & Advertisements"). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Advertisement, Care Runners will not warn you that you have left Care Runners's Website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and advertisements are not under the control of Care Runners. Care Runners is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Advertisements. Care Runners does not review, approve, monitor, endorse, warrant, or make any representations concerning such Third-Party Websites and advertisements, or their products or services. You use all links in Third-Party Websites and advertisements at your own risk. You should review applicable terms and policies, including privacy and data-gathering practices of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.



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- **Social Media Guidelines.**

Care Runners maintains certain social media pages for the benefit of the Care Runners community. By posting, commenting, or otherwise interacting with these pages, you agree to abide by our [Social Media Community Guidelines](#).

Indemnification

You agree to indemnify and hold harmless Care Runners and its officers, directors, employees, agents and affiliates (each, an **"Indemnified Party"**), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your User Content; your misuse of the Software or Services; your breach of this Agreement or any representation, warranty or covenant in this Agreement; or

Your violation of any applicable laws, rules or regulations through or related to the use of the Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, you agree to pay for the defence of the Indemnified Party, including reasonable costs and attorney's fees incurred by the Indemnified Party. Care Runners reserves the right, at its own cost, to assume the exclusive defines and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Care Runners in asserting any available defences. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party or for such party's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Software or Services. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Software and/or Services.

Disclaimer of Warranties

You expressly understand and agree that to the fullest extent of the law, your use of the software and services is entirely at your own risk. Changes are periodically made to the software and services and may be made at any time without notice to you. The software and services are provided on a basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. Care Runners makes no



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warranties or representations about the accuracy, reliability, completeness or timeliness of the content made available through the software or services, or the services, software, text, graphics or links.

Care Runners does not warrant that the software or services will operate error-free or that the software or services are free of computer viruses and other harmful malware. If your use of the software or services results in the need for servicing or replacing equipment or data, Care Runners shall not be responsible for those economic costs.

- **Internet Delays**

The Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as outlined in Care Runners's privacy policy or as otherwise required by applicable law, Care Runners is not responsible for any delays, delivery failures, or damage, loss or injury resulting from such problems.

- **Breach and Limitation of Liability**

- ❖ **General.**

You understand and agree that a key element of the Services and this Agreement is your and our mutual desire to keep the Services simple and efficient and to provide the Software and Services at low cost. You understand and agree to the limitations on remedies and liabilities outlined in this Section 19 to keep the Software and Services simple and efficient, and costs low, for all clients.

- ❖ **Cap on Liability.**

To the fullest extent permitted by law Care Runners's aggregate liability shall not exceed the greater of amounts paid by and/or due from you to Care Runners in the six (6) month period immediately preceding the event giving rise to such claim.

Disclaimer of Certain Damages.

To the fullest extent of the law, Care Runners shall not be liable to you or anyone else for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including



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personal injury, lost profits, pain and suffering, emotional distress, and loss of data, revenue, use and economic advantage).

- **Exclusive Venue**

To the extent, the parties are permitted under this Agreement to initiate litigation in a court, both you and Care Runners agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in South Africa.

- **Termination**

If you violate this Agreement, Care Runners may respond based on several factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behaviour exists. In addition, at its sole discretion, Care Runners may modify or discontinue the Software or Service or may modify, suspend or terminate your access to the Software or the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, Care Runners reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Software or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

Procedure for Making Claims of Copyright Infringement

It is Care Runners's policy to terminate the membership privileges of any User who repeatedly infringes copyright upon prompt notification to Care Runners by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- ❖ An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- ❖ A description of the copyrighted work that you claim has been infringed;
- ❖ A description of the location on the Services of the material that you claim is infringing;



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- ❖ Your address, telephone number and e-mail address;
- ❖ A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and

- **General**

No Joint Venture or Partnership.

No joint venture, partnership, employment, or agency relationship exists between you, Care Runners or any third-party provider as a result of this Agreement or use of the Software or Services.

Severability.

Except as otherwise provided in this Agreement, if any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

Consumer Complaints.

In accordance with the South African Consumer Protection Act, No 68 of 2008, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the South African Department of Consumer Affairs by contacting them in writing at 153 ELIZABETH Street, Wonderboom, Pretoria, 0182, or by telephone at (067) 763-9606.

Accessing and Downloading the Application on any smartphone, Android iOS/ Care Runners Website.

The following applies to any Application accessed through or downloaded from any smartphone, Android/ iOS /Care Runners Website:

- **You acknowledge and agree that:**

The Agreement is concluded between you and Care Runners only, and not the Android iOS/ Care Runners Website.



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- **Notice.**

Where Care Runners requires that you provide an e-mail address, you are responsible for providing Care Runners with your most current e-mail address. If the last e-mail address you provided to Care Runners is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, Care Runners's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Care Runners through the following web form: <https://www.care-runners.co.za/>, Such notice shall be deemed given on the next business day after such e-mail is received by Care Runners.

Electronic Communications.

For contractual purposes, you consent to receive communications from Care Runners in an electronic form; and agree that all terms and conditions, agreements, notices, disclosures, and other communications that Care Runners provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. You agree to keep your contact information, including your email address, current. This subparagraph does not affect your statutory rights.

Transfer and Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Care Runners without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement binds and inures to the benefit of each party and the party's successors and permitted assigns.

Entire Agreement.

This Agreement is the final, complete and exclusive agreement of the parties concerning the subject matter hereof and supersedes and merges all prior discussions between the parties concerning the subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and Care Runners relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Contractor.



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