

# TERMS AND CONDITIONS

Last updated: 2022-07-18

## 1. Introduction

Welcome to **Unite Ndlela Transport Services (PTY) LTD** (“Company”, “we”, “our”, “us”)!

Please read these terms and conditions carefully. By using UN Transport website, UN Transport enables a service between a customer and a driver to transport your goods/belongings. Do not use the website or UN Transport service if you do not agree to these Terms and Conditions or any modification or addition thereto.

UN Transport does not intend to operate as a transport provider to you and does not assume any duty or obligation for any transportation given to you; rather, UN Transport facilitates the transportation service between the drivers and you. You acknowledge that UN Transport does not employ the driver, does not guarantee the services of the driver, and will not be involved in any way with your contractual or other connection with the driver.

These Terms of Service (“Terms”, “Terms of Service”) govern your use of our website located at **www.untransport.co.za** (together or individually “Service”) operated by **Unite Ndlela Transport Services (PTY) LTD**.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at **movers@untransport.co.za** so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

## 2. Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at **movers@untransport.co.za**.

## 3. Purchases

If you wish to purchase any product or service made available through Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

#### **4. Charges and Payments**

On the UN Transport website, you may find the anticipated costs for the transportation services. UN Transport reserves the right to change the fees at any moment and without warning.

An estimated cost will be calculated by the UN Transport website once you have completed the necessary transportation information. Once you agree to the service, a driver will be allocated to your booking and his/her details will be emailed to you. UN Transport Commission will be included in the cost to you. Once he/she gets to the pickup location, the driver maintains the right to unilaterally alter the fees for the transportation services. UN Transport will make a fair attempt to let you know about potential fees. You will have the option to reject the revised charges, and a cancellation fee up to 20% of the original estimate may be imposed.

The total sum charged to you is meant to adequately reimburse the driver for the transportation services rendered.

The fees you pay are final and non-refundable, unless UN Transport decides otherwise.

If you decide that paying in cash is the best option for you, you agree to use the UN Transport website to arrange for complete payment to be made to the driver. Before any transportation services are provided, all fees must be paid in full, unless otherwise specified between the driver and you.

If you choose electronic payment as your preferred way of payment on the UN Transport website, you consent to an immediate account debit from UN Transport. Before any transportation services are rendered, all fees associated with transportation must be paid in full. EFT payments if chosen must be made to UN Transport bank account before services are rendered.

From the moment your goods/items are received until they are delivered, the driver will be deemed to have custody and control of your items. You and the driver will deal immediately with any claims in this regard.

## **5. Content**

Content found on or through this Service are the property of Unite Ndlela Transport Services (PTY) LTD or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

## **6. Prohibited Uses**

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- 0.1. In any way that violates any applicable national or international law or regulation.
- 0.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- 0.3. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
- 0.4. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- 0.5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- 0.6. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- 0.1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party’s use of Service, including their ability to engage in real time activities through Service.
- 0.2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- 0.3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- 0.4. Use any device, software, or routine that interferes with the proper working of Service.
- 0.5. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

0.6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.

0.7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.

0.8. Take any action that may damage or falsify Company rating.

0.9. Otherwise attempt to interfere with the proper working of Service.

## **8. Analytics**

We may use third-party Service Providers to monitor and analyze the use of our Service.

## **9. No Use By Minors**

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

## **10. Accounts**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **11. Intellectual Property**

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Unite Ndlela Transport Services (PTY) LTD and its licensors. Service is protected by copyright, trademark, and other laws of

and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of Unite Ndlela Transport Services (PTY) LTD.

## **12. Copyright Policy**

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [movers@untransport.co.za](mailto:movers@untransport.co.za), with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

## **13. DMCA Notice and Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- 0.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
- 0.2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 0.3. identification of the URL or other specific location on Service where the material that you claim is infringing is located;
- 0.4. your address, telephone number, and email address;
- 0.5. a 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;
- 0.6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

You can contact our Copyright Agent via email at [movers@untransport.co.za](mailto:movers@untransport.co.za).

## **14. Error Reporting and Feedback**

You may provide us either directly at [movers@untransport.co.za](mailto:movers@untransport.co.za) or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas,

problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

## **15. Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Unite Ndlela Transport Services (PTY) LTD.

Unite Ndlela Transport Services (PTY) LTD has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

For example, the outlined [Terms of Use](#) have been created using [PolicyMaker.io](#), a free web application for generating high-quality legal documents. PolicyMaker’s [Terms and Conditions generator](#) is an easy-to-use free tool for creating an excellent standard Terms of Service template for a website, blog, e-commerce store or app.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

## **16. Disclaimer Of Warranty**

You understand and concur that

UN Transport acts only as a mediator between you and a driver. UN Transport does not offer transportation services and is not responsible for any decisions made by drivers who are listed on the UN Transport website. You and the driver will enter into a contract for the supply of transportation services. Any arrangement made between you and a driver does not include UN Transport as a party. Any disagreements relating to the transportation services must be resolved directly between you and the driver.

UN Transport disclaims all liability for any direct, indirect, or consequential loss of any kind, however caused, resulting from or related to the use of the UN Transport website or any content within. Any disagreement over this issue must be settled quickly and politely with the best interests of both parties in mind. If we are unable to come to an agreement, the parties

will turn to a professional in the field to mediate. If mediation is unsuccessful, the dispute will be sent to an arbitrator chosen in accordance with the Arbitration Foundation of South Africa's rules. Despite the foregoing, both parties agree to the High Court of the Republic's jurisdiction of South Africa

You agree to abide by all South African laws when using the UN website and hiring transportation services, and you also agree not to use the UN Transport or the transportation services for any illegal activity.

You are not covered by insurance via UN Transport. It is solely your duty to make sure that any expensive, exotic, or other items that need to be transported are properly insured. In the event that your goods are lost or damaged, UN Transport will not be held liable. Any dispute involving the loss or damage of your items must be resolved between you and the driver. We ask that you email us at [movers@untransport.co.za](mailto:movers@untransport.co.za) with the specifics of the loss or damage and how it occurred. We will do everything we can to help you with any claims you may have against the driver. This will enable us to take into account any punishment or discipline, including suspending the driver from the services.

If there is ever a disagreement between you and the driver, both sides will make an effort to settle it amicably. You and the driver may opt to use your own methods to resolve the dispute in accordance with the laws of the Republic of South Africa, since it is between two privately transacting parties.

However, we reserve the right to reimburse you for a loss to your goods entirely at our discretion, according to our terms and conditions and any entitlements made available on our UN Transport website. This compensation shall be capped at an amount not to exceed the price of the linked UN Transport job.

You promise not to do anything that might harm UN Transport's reputation or bring it into shame.

You agree to defend UN Transport and its affiliates, directors, other users, employees, and agents from and against any and all claims or legal actions resulting from or related to any unauthorized use or misappropriation of the UN Transport.

The driver's agent, employee, employer, or associate is not UN Transport.

In order for UN Transport to deliver its service, you must submit accurate information, including banking information; otherwise, UN Transport reserves the right to immediately cancel this Agreement and your use of the UN Transport website, with or without prior notice.

You acknowledge that the UN Transport Privacy Policy, as it may be updated from time to time, will apply to your use of the UN Transport website.

## **17. Limitation Of Liability**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT

ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **18. Termination**

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **19. Governing Law**

These Terms shall be governed and construed in accordance with the laws of South Africa, which governing law applies to agreement without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

## **20. Changes To Service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

## **21. Amendments To Terms**



We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

## **22. Waiver And Severability**

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

## **23. Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

## **24. Contact Us**

Please send your feedback, comments, requests for technical support by email: **[movers@untransport.co.za](mailto:movers@untransport.co.za)**.