

Terms and Conditions for FareDrive

1. Introduction

These Website Terms and Conditions written on this webpage shall manage your use of our website, FareDrive accessible at <https://www.faredrive.co.za>.

These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions. You will make use of this website or the information, products and services offered at your own risk.

Minors or people below 18 years old are not allowed to use this Website or FareDrive services.

2. Use subject to these Terms and Conditions

- 2.1 Your access, browsing and use of this website is governed by these terms and conditions. By accessing and browsing this website you agree that you will be bound by these terms and conditions from the time when you first access this Website and to any amended terms and conditions from the first time that you access the Website subsequent to amended terms and conditions becoming effective.
- 2.2 If you do not agree to these terms and conditions, you must immediately cease your browsing of this website. By continuing to browse or use the website after any amended terms and conditions become effective, you agree to be bound by the amended terms and conditions.
- 2.3 FareDrive grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal and non-commercial use.
- 2.4 You may not use the results of the use of the website for any other purpose than to assist you in your personal capacity.
- 2.5 You warrant that all information you provide to us, including but not limited to your email address and contact numbers, will be correct.

3 Third Parties

- 3.1 This website may contain hyperlinks to websites owned and / or operated by third parties and / or display advertisements of third parties. FareDrive is not responsible for the content of such websites or advertisements and does not endorse or approve the contents thereof. The fact that a website or advertisement is linked to this FareDrive also does not endorse, warrant or make any representations about the content, products, services, security or reliability of such other websites or advertisements by

third parties. Consequently, FareDrive is not liable for the operation and content of any third party websites or advertisements that may be linked to this website. (regardless of whether or not a link has been permitted b FareDrive).

4. Intellectual Property Rights

4.1 The owner of the FareDrive website, all intellectual property and services is FareDrive.

4.2 You have no right to ownership of the website, the Intellectual Property or any components thereof – you only have the privilege of using the website in accordance with these terms and conditions.

5. Restrictions

You are specifically restricted from all of the following:

- Using the website for any illegal activity;
- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you and FareDrive may further restrict access by you to any areas of this Website, at any time, in its absolute discretion. Any user ID and password you may have for this Website is confidential and you must maintain confidentiality as well.

6. No warranties

- 6.1 This Website is provided “as is,” with all faults, and FareDrive express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.
- 6.2 We do not warrant the correct functioning, or the correct results being provided to you by the website. This includes, but is not limited to, the website providing you with incorrect data or information.
- 6.3 We do not warrant the response of any third party service providers, nor do we warrant the quality of their service, the reaction time or if such service provider will respond to you at all.
- 6.4 We do not warrant that the service will be available to you at all times.
- 6.5 The service is subject to normal constraints of the respective carriers of data and information – we can, for example, not be held liable for voice calls that fail or do not connect, for late or non-delivery of any data whether SMS, IP-data and so on.
- 6.6 The use of the website carries inherent risk – you agree to such risk and we have no liability of whatever nature if you use the website, or any component thereof.

7. Indemnification and Limitation of liability

- 7.1 FareDrive expressly disclaims all liability for any direct, indirect or consequential loss or damage occasioned by your accessing and browsing of the website or your inability to access and browse this Website, or whether caused directly or indirectly by inaccuracies, defects, errors (whether typographical or otherwise), omissions, out of date information or for any other reason, even if such loss was reasonably foreseeable and the FareDrive had been advised of the possibility of the loss occurring.
- 7.2 Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.
- 7.3 You agree to indemnify and hold harmless FareDrive, its employees, subcontractors, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs, made by any third party and arising out of or in connection with your use of or access, browsing or use of this website.

You hereby indemnify to the fullest extent FareDrive from and against any and / or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

8. Personal Information

Any personal information which may be provided to FareDrive through this Website or application will be processed in accordance with the Protection of Personal Information Act 4 of 2013. Details of the processing of personal information are contained in the FareDrive Privacy Policy.

9. Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

10. Variation of Terms

FareDrive is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

11. Assignment

FareDrive is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

12. Entire Agreement

These Terms constitute the entire agreement between FareDrive and you in relation to your use of this Website and service platform and supersede all prior agreements and understandings.

13. Governing Law & Jurisdiction

These Terms and Conditions will be governed and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law. The Parties hereby consent and submit to the jurisdiction of such High Court of South Africa, or division thereof, which has its seat in Johannesburg, in any dispute arising from or in connection with this Agreement.

14. General

- 14.1 Your right to use the website may be revoked at any time and you will have no claim against anybody in such event, nor will you dispute the legality of such actions or question the facts that lead to such a decision.
- 14.2 All data collected by the website will be stored by FareDrive and FareDrive has the right to use such data in compliance with applicable legislation.
- 14.3 You explicitly agree that we may verify your personal information with third party service providers to enable us to provide you with additional services in relation to that third party.
- 14.4 We reserve the right, at our sole discretion, to change, update, and modify the offering of the website information and services including the removal of certain services at any time.
- 14.5 You will be notified by email, SMS or push notification should you no longer qualify to receive additional, profile dependent services due to (a) a change in your relationship with that specific service provider or (b) where that specific service provider chooses, at their sole discretion, to terminate the relationship with FareDrive for whatever reason.
- 14.6 The service platform is currently for use within The Republic of South Africa only. The service platform will not work outside The Republic of South Africa.

15. Services offered

- 15.1 FareDrive refers you to the policy schedules for each of the products that are on this website. Limitations and restrictions to benefits or cover on loss or damage will be indicated in the relevant policy schedule of the specific product. FareDrive will not be responsible for any loss suffered should the specific products' policy not provide cover or where it only provides limited cover in certain or specific events.