

# SERVO DELIVERY (PTY) LTD

## TERMS AND CONDITIONS

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### 1. INTRODUCTION AND CONTRACTUAL RELATIONSHIP

- 1.1 The software application (“the App”) is available for download on compatible devices from various application stores. The App is owned and operated by Servo Delivery (Pty) Ltd (“Servo”), a private company registered under the company laws of the Republic of South Africa, with enterprise number K2018515102, and having its principal place of business at Block C Long Beach, 8 Marine Drive, Umhlanga, KwaZulu-Natal.
- 1.2 The App constitutes a technology platform that enables users to order laundry services and schedule transportation services with laundromats listed on the App. Unless otherwise agreed by Servo in writing, the App shall only be used for your personal, non-commercial use.
- 1.3 The App and all rights therein are, and shall remain, Servo's property. You will not acquire any right, title or interest in, or to, the App.
- 1.4 Neither these terms and conditions, nor your use of the App, convey or grant you any rights:
- 1.4.1 in, or related to, the App, except for the limited license granted in terms of these terms and conditions;  
or
  - 1.4.2 to use or reference, in any manner whatsoever, Servo's company names, logos, product and service names, trademarks or service marks.
- 1.5 Any use, distribution or reproduction of the content on the App is prohibited unless expressly authorised by Servo in writing, or otherwise provided for in law.
- 1.6 The creation of your Profile on the App constitutes your agreement to be bound by these terms and conditions, which establishes a contractual relationship between you and Servo. If you do not agree to these terms and conditions, you may not create a Profile on, and/or access, the App.
- 1.7 Servo may amend the terms and conditions relating to the App, from time to time. Amendments will be effective upon the posting of such updated terms and conditions on the App and these amended terms and conditions supersede prior agreements or arrangements with you. Your continued access and/or use of the App after such posting constitutes your consent to be bound by these terms and conditions, as amended.
- 1.8 Servo will use reasonable endeavours to maintain the availability of the App, except during scheduled maintenance periods; however, Servo may immediately terminate these terms and conditions, or the App with respect to you, or generally cease offering or deny access to the App (or any portion thereof), at any time, for any reason whatsoever, with or without notice to you.

1.9 Supplementary terms may apply in certain circumstances, including but not limited to, when a promotion is held. Any such supplementary terms shall be disclosed to you and shall be in addition to these terms and conditions. In the event of any conflict between these terms and conditions and any supplementary terms, the supplementary terms shall prevail.

1.10 Google Inc., Apple Inc. or Microsoft Corporation and/or their applicable international subsidiaries and/or affiliates will be third party beneficiaries to this contract if you access the App using applications developed for Apple IOS, Android or Microsoft Windows, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the App in any manner. Your access to the App using these devices is subject to the terms set forth in the applicable third party beneficiary's terms and conditions.

## **2. IMPORTANT NOTICE**

2.1 These terms and conditions apply to users of the App who are consumers for the purposes of the Consumer Protection Act 2008 ("the CPA").

2.2 These terms and conditions contain provisions that appear in similar text and style to this clause and which:

2.2.1 may limit the risk or liability of Servo or a third party;

2.2.2 may create risk or liability for the user;

2.2.3 may compel the user to indemnify Servo or a third party;

2.2.4 serve as an acknowledgement of a fact by the user.

2.3 Your attention is drawn to these terms and conditions as they are important and should be noted carefully.

## **3. DISCLAIMERS, LIMITATION OF LIABILITY, INDEMNITY, LOST PROPERTY AND LINKS TO THIRD PARTY WEBSITES**

### Disclaimer

3.1 The App is provided "as is" and "as available". Servo disclaims all representations and warranties (whether express, implied or statutory), not expressly set out in these terms and conditions, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

3.2 The use of the App is entirely at your own risk and you assume full responsibility for any risk or loss resulting from such use or reliance on any information on the App. Servo makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability or availability of the App, or that the App will be uninterrupted or error-free. Servo also does not guarantee the quality, suitability, safety or ability of any particular laundromat and/or driver. You agree that the entire risk arising out of your use of the App remains solely with you, to the maximum extent permitted under applicable law.

- 3.3 You acknowledge that, notwithstanding that laundry services may be ordered via the App, you place your order with the laundromat concerned. The sale of laundry services is solely between the registered user and the particular laundromat and Servo is not a party to that sale. Servo only provides the platform to facilitate transactions between laundromats and registered users in relation to laundry services. Any claim/s the registered user may have in respect of the laundry services shall be against the particular laundromat.
- 3.4 You acknowledge that Servo does not provide transportation services, or function as a transportation carrier, and that any transportation services are provided by the particular laundromat concerned. Any claim/s the registered user may have in respect of transportation services shall be against the particular laundromat.
- 3.5 Servo relies on information supplied to it by laundromats relating to the provision of laundry services and/or transportation services and Servo bears no liability for any inaccuracies in such information supplied to it.
- 3.6 Any views or statements made or expressed on the App are not necessarily the views of Servo, its directors, employees and/or agents.

#### Limitation of Liability

- 3.7 Servo shall not be held liable for any inaccurate information and/or incorrect prices published and/or displayed on the App, save where such liability arises from its gross negligence or the wilful misconduct of Servo, its employees, agents or authorised representatives.
- 3.8 Servo shall not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the App. Servo shall not be liable for any damages, liability or losses arising out of:
- 3.8.1 your use of, or reliance on, the App or your inability to access or use the App; or
- 3.8.2 any transaction between you and any laundromat and/or its driver.
- 3.9 Servo shall not be liable for delay or failure in performance resulting from causes beyond its reasonable control.

#### Indemnity

- 3.10 You agree to indemnify and hold Servo and its officers, directors, employees and/or agents harmless from any and all claims, demands, losses, liabilities and expenses (including attorney's fees) arising out of or in connection with:
- 3.10.1 your use of the App;
- 3.10.2 your breach or violation of any of these terms and conditions; or
- 3.10.3 your violation of the rights of any third party, including any laundromat and/or its driver.

### Lost or Damaged Property

- 3.11 Once your order has been processed, the laundromat concerned will check your laundry to ensure that none of your items have been lost or damaged. The driver who delivers your laundry back is not responsible for checking that all of your items have been returned to you.
- 3.12 Notwithstanding clause 3.11 above, you acknowledge that it is your responsibility to check that all your laundry items have been returned to you when the driver delivers your laundry back to you.
- 3.13 If any of your laundry items are left at a laundromat, the laundromat concerned may hand over your laundry items to you or Servo. Whilst you may expect the particular laundromat to hand over your property to you or Servo, Servo shall not be liable in the event of the laundromat not handing over your property as expected.
- 3.14 If your property is returned by the laundromat to Servo, Servo will only keep your property in its possession for a period of 2 (two) months from the date on which the laundromat handed your property over to it. Should you fail to collect your property from Servo before the expiry of the 2 (two) month period, Servo shall be entitled to deal with your property as it deems fit and you shall have no claim whatsoever against Servo in respect of your unclaimed property.
- 3.15 If the laundromat concerned determines that any of your items have been lost or damaged while in its care, Servo will credit your Profile with the applicable amount. In no event shall Servo provide a refund and/or compensation in monetary terms.

### Links to Third Party Websites

- 3.16 The App contains links or references to other websites ("third party websites") which are outside of Servo's control, including those of advertisers. These terms and conditions do not apply to those third party websites and Servo is not responsible for the practices and/or privacy policies of those third party websites or the "cookies" that those websites may use.
- 3.17 Notwithstanding the fact that the App may refer to, or provide links to, third party websites, your use of such third party website/s is entirely at your own risk and Servo is not responsible for any loss, expense, claim or damage/s (whether direct, indirect or consequential) arising from your use of such third party website/s, or your reliance on any information contained thereon.

## **4. REGISTRATION AND PROFILE CREATION**

- 4.1 Only users who have created a Profile may place an order via the App.
- 4.2 To create a Profile you must provide Servo with your email address, username, password, full name, mobile telephone number, address and you will be asked whether you agree to opt-in to marketing communications.

You are also required to select at least one valid payment method, which details will be held by our payment gateway provider, PayGate.

4.3 You agree and warrant that your username and password shall:

4.3.1 be used for personal use only; and

4.3.2 not be disclosed by you to any third party.

4.4 Once your username and password have been entered into the App, you agree that you will be liable for the payment of any resulting order, irrespective of whether or not the use of your username and/or password is unauthorised and/or fraudulent.

## **5. PLACING OF AN ORDER**

5.1 At the time of placing your order, you are required to specify the physical address from which your laundry must be collected and delivered, following which you will be given a selection of laundromats to choose from. You will only be allowed to select a laundromat which is located within a prescribed area (as determined at Servo's sole discretion) surrounding your collection address.

5.2 You may only select a laundromat if it is open for business and active on the App and the laundromat may accept or reject your order, in its sole discretion. Servo may suspend or terminate the availability of a laundromat, at any time, in its sole discretion.

5.3 Laundromat names will not be disclosed to you prior to your placing of your order; however, you will have access to the aggregate rating received by the particular laundromat by other users of the App.

5.4 You may place your order by accessing the "Order Contents Screen" on the App and by selecting the number of small, medium and large items which make up your order, and you can select whether you wish for your items to be washed, dried and/or ironed. When placing your order you will also be able to make comments should you wish to inform the laundromat or driver of any pertinent information relating to your order. Any such comments will be reflected on your final tax invoice.

5.5 Servo will indicate the acceptance of your order by the laundromat by way of a notification sent to the device from which the order was placed ("Acceptance Notice"). It is only at this point that an agreement of sale shall come into effect between you and the particular laundromat.

5.6 You may not cancel your order or change the physical address from which your laundry must be collected if you have received an Acceptance Notice.

## **6. COLLECTION AND DELIVERY OF LAUNDRY**

- 6.1 Once you have received an Acceptance Notice, the driver will endeavour to collect your laundry by the estimated collection time specified in the Acceptance Notice; however, collection times are not guaranteed and may be adjusted by Servo in its reasonable discretion.
- 6.2 Once the driver has collected your order from you and arrived at the laundromat, a notification will be sent to the device from which the order was placed, informing you that your order is at the laundromat.
- 6.3 On the drivers arrival at the particular laundromat, the laundromat will check the correctness of your order and will send a notification to the device from which the order was placed informing you of the correctness, or otherwise, of your order, as well as the estimated time of completion of your order and you will be able to track your order.
- 6.4 Once your order has been fulfilled and picked up by the driver, a notification will be sent to the device from which the order was placed, informing you that your order is out for delivery. In this notification you may also be provided with notes from the laundromat detailing any information that it wishes to state as well as whether there has been any change in pricing.
- 6.5 Once the laundromat has attended to your laundry, a notification will be sent to the device from which the order was placed informing you of this, and you will be required to select a physical delivery address and delivery time. The driver will endeavour to deliver your laundry back to you by the delivery time selected by you; however, delivery times are not guaranteed and may be adjusted by Servo in its reasonable discretion.
- 6.6 Servo's obligation to delivery your laundry back to you is fulfilled when the driver delivers your laundry to the delivery address selected by you. The driver is only responsible for the delivery of your laundry to your delivery address. If the driver arrives at the delivery address and you fail to open the door or respond to the driver's telephone calls within 10 minutes of arrival at the delivery address, the driver may leave the premises and you will remain liable for payment of all charges. In such a case the driver will leave your laundry at Servo's principal place of business specified in 1.1 above, and it will be your responsibility to collect it from such address. Neither Servo, the driver nor the particular laundromat is responsible for any loss incurred after the driver has delivered your laundry to the delivery address selected by you, or to Servo's principal place of business.

## **7. PAYMENT**

- 7.1 For each order placed via the App you will be charged a booking fee, processing fee, laundry service fee and transportation fee, and same will be inclusive of applicable taxes, where required by law.
- 7.2 Payment is due on the delivery of your order back to you. Payment may only be made by using our payment gateway, PayGate, which is not owned by Servo or under its control, and for which you acknowledge Servo is not responsible in law.

- 7.3 Servo will receive payment in respect of all fees due for your order and will pay the laundry services fee and the transportation fee to the laundromat concerned. Servo is authorised to receive payment for the laundry services and transportation services on behalf of the particular laundromat, and payment made by you to us for the full price of the laundry services and transportation services will discharge your payment obligations to the particular laundromat.
- 7.4 Payments made by you are final and non-refundable, unless otherwise determined by Servo.
- 7.5 If a promotion is being run and you have a valid promotion code which you wish to use, you may do so via the App. Please see clause 8 below for more information about our Promotions and Promotion Codes.
- 7.6 Should you wish to be provided with a tax invoice for your order, you may do so by selecting "Request Tax Invoice" under the "Order History" tab on the App, and such tax invoice will be emailed to you.

## **8. PROMOTIONS AND PROMOTION CODES**

- 8.1 Servo may, from time to time, run promotions and make promotion codes available for use on the App. A promotion code can only be redeemed while it is valid and its expiry date cannot be extended.
- 8.2 In order to participate in a promotion, you are required to input the promotion code when placing your order.
- 8.3 Promotion codes are issued in Servo's sole discretion and Servo is entitled to correct, cancel or reject a promotion code at any time and for any reason whatsoever.
- 8.4 As a general rule, and unless specified otherwise in the promotion:
- 8.4.1 each promotion code can only be used once;
  - 8.4.2 only one promotion code can be used per order;
  - 8.4.3 each person may only use one promotion code per promotion on the App;
  - 8.4.4 if you use a valid promotion code and your order is rejected or cancelled, your promotion code will be made available for reuse.
- 8.5 Servo is not responsible for any loss or unauthorised use of a promotion code.

## **9. GOVERNING LAW AND JURISDICTION**

- 9.1 Any dispute arising out of or in connection with these terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 9.2 By making a Profile and/or accessing the App, you consent to the jurisdiction of the Magistrates' Court otherwise having jurisdiction in respect of all matters arising out of or in connection with these terms and conditions and/or the use, or accessing, of the App, notwithstanding that the value of the matter in dispute might exceed the

monetary jurisdiction of the Magistrates' Court. Despite the above, you acknowledge that you are entitled to institute action in the High Court of South Africa.

9.3 Nothing in this clause or these terms and conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the Consumer Protection Act No. 68 of 2008.

## 10. **PRIVACY**

Our privacy policy and practices may be viewed by linking on the following link: XX.

## 11. **OTHER PROVISIONS**

### Complaints

11.1 Save where we determine, in our sole discretion, that the cause for the complaint was due to the fault of Servo, we will communicate your complaint to the laundromat concerned, and thereafter the matter will need to be resolved by yourself and the party to whom we have communicated your complaint. Servo shall bear no liability in relation to such complaint.

### Notices

11.2 Servo may give notice by means of a general notice on the App, electronic mail to your email address in your Profile, or by way of written communication sent to your address as set forth in your Profile. You may give notice to Servo by written communication to its physical address at Block C Long Beach, 8 Marine Drive, Umhlanga, KwaZulu-Natal, or via email to \_\_\_\_\_.

11.3 Servo may change its physical address and/or email address, from time to time, by updating these terms and conditions.

11.4 Notices must be in English and must be sent by hand, prepaid registered post or email.

11.5 All notices sent:

11.5.1 by hand, will be deemed to have been received on the date of delivery;

11.5.2 by prepaid registered post, will be deemed to have been received 10 (ten) days after the date of posting;

11.5.3 by email before 16h30 on a business day, be deemed to have been received on the date of successful transmission of the email. All emails sent after 16h30 or on a day which is not a business day, will be deemed to have been received on the following business day.



### Ratings and Comments

- 11.6 You may post a rating and comment regarding your order and/or the service received from the particular laundromat voluntarily on the App. Any rating and/or comment will be treated confidentially, save that Servo may use such information to determine aggregate ratings which will be posted on the App, from time to time, and will be publicly viewable.
- 11.7 The laundromat that attended to your order may post a rating and comment regarding your order voluntarily on the App.
- 11.8 You may not use the App to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful. We are entitled, at any time and in our sole discretion, to remove any comments posted by you in contravention of this clause.

### Force Majeure Events

- 11.9 As between you and Servo and/or you and the laundromat concerned, no party shall be liable to any other party for any delay or failure in performing its obligations (excluding payment obligations) in terms of these terms and conditions due to an event beyond its control, including, but not limited to, an act of God, fire, flood, earthquake or war.

### Errors

- 11.10 We take all reasonable efforts to accurately reflect or inform you of the availability of the App, laundry service fees and transportation fees via the App. However, should there be any errors of whatsoever nature on the App which are not due to our gross negligence, we shall not be liable for any loss, claim or expense relating to an order or sale based on any error, the rejection of an order or the cancellation of a sale, save to the extent of crediting your Profile with the amount paid.

### License

- 11.11 Subject to your compliance with these terms and conditions, Servo grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to:
- 11.11.1 access and use the App on your personal device;
  - 11.11.2 access and use any content, information and/or related materials that may be made available through the App, in each case solely for your personal, non-commercial use.
- 11.12 Any rights not expressly granted herein are reserved by Servo.

## Restrictions

### 11.13 You may not:

11.13.1 remove any copyright, trademark or other proprietary notices from any portion of the App;

11.13.2 reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the App, except as expressly permitted by Servo;

11.13.3 decompile, reverse engineer or disassemble the App except as may be permitted by applicable law;

11.13.4 link to, mirror or frame any portion of the App;

11.13.5 cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the App or unduly burdening or hindering the operation and/or functionality of any aspect of the App; or

11.13.6 attempt to gain unauthorised access to, or impair any aspect of, the App or its related systems or networks.

## Network Access and Devices

11.14 You are responsible for obtaining the data network access necessary to use the App. Your mobile network's data and messaging rates and/or fees may apply if you access, or use, the App from a wireless-enabled device and you shall be responsible for such rates and/or fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access, or use, the App and any updates thereto.

11.15 Servo does not guarantee that the App, or any portion thereof, will function on any particular hardware or device. In addition, the App may be subject to malfunctions and delays inherent in the use of the Internet and/or electronic communications.

## Information

11.16 For the purposes of the Electronic Communications and Transactions Act 2002, Servo's information is as follows:

11.16.1 Full name: Servo (Pty) Ltd, a private company registered according to the company laws of South Africa, with registration number: K2018515102.

11.16.2 Main business: Laundry scheduling service.

11.16.3 Physical address: Block C Long Beach, 8 Marine Drive, Umhlanga, KwaZulu-Natal.

11.16.4 Office bearers: \_\_\_\_\_.

11.16.5 Phone number: \_\_\_\_\_.

11.16.6 Official email address: \_\_\_\_\_.

## **12. GENERAL**

- 12.1 Servo may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the App, or the user's right to use the App, or any of its content, subject to it processing any orders already made by you.
- 12.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of these terms and conditions to any third party, without Servo's prior written consent.
- 12.3 If any term or condition contained herein is declared to be invalid, illegal or unenforceable, in whole or in part and for any reason whatsoever, the remaining terms and conditions will remain in full force and effect.
- 12.4 No variation, addition, deletion or agreed cancellation of the terms and conditions will be of any force or effect unless reduced to writing by Servo.
- 12.5 No indulgence, extension of time, relaxation or indulgence which either you or Servo ("the grantor") may grant or allow to the other party ("the grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 12.6 These terms and conditions contain the whole agreement between you and Servo with respect to its subject matter and replaces and/or supersedes all prior agreements between the parties regarding such subject matter, and no other warranty or undertaking is valid, unless contained in this document.