

## Terms and Conditions

### Privacy policy

All rights of content are reserved by the holder Cart n Haul company. The website <https://www.cart-n-haul.com/> proscribe at unauthorized , downloads, inductions of all sorts, or by ingress or utilizing the website of Cart n Haul, revealed at <https://www.cart-n-haul.com/> ("The Website") in any way or form, downloading, inductions or using the Company's website, mobile, digital application, operating system or any other software impart by the Cart n Haul, revealed at <https://www.cart-n-haul.com/> (unanimously, with the Application and "Software"), retrieving or using any information, data, ministrations, administration, trademark or resources available or enabled via the website, application software, data or, routing via button application or taking indistinguishable operation that add to your particular acknowledgement acceptance and abiding of this accordance, or completing the Cart-n-Haul account enrollment process, you hereby constitute that:

*(The phrase "you," "user" and "users" refer to all individuals and other persons who access or use the website, software, applications and/or services, including, without restriction, any organisation, firm, company, or other legal entity, persona or structure that register Cart n Haul accounts or otherwise ingress or use the services through their "respective employees, agents or representatives". Omitting reasons as otherwise provided included, if you do "not agree" to be bound by the agreement, you may not ingress or use the website, software or services.)*

i.

You have read, understand, and agree to the agreement and any future revision, successions and additions to this agreement as published from time to time at <http://www.cart-n-haul.com/terms/> and conditions or through the service render.

ii.

You are of legitimate a peer group in the sovereignty in which you act, forming an indissoluble contract, agreement with Cart n Haul Company.

iii.

You possess the authority to engage into contract and agreement personally and, if pertinent, on behalf of any organization, firm, company, or other legal entity, persona or structure you have identified or named as the user during the Cart-n-Haul account application, registration process and to tether that organisation, firm, company, or other legal entity, persona or structure to the agreement.

### **1. Changes to this policy**

As a company we reserved the total right to bring forth adjustments to this policy at any time, we position to foresee if needed revised version of the policy on our website at any time.

We may add an rescript of this policy at any given time by casting a revised version on our website. The revised version will apply to all visitors with immediate effect upon posting.



We will dispense to our clientele with a minimum 30 days preparatory notice of any revision by posting notice of the change, on the website and the emendation will then apply to our clientele with effect from the date designate in such notice, provide that if you are a customer. If you are not in agreement with the revisions made, you should cease using the website in any way and may solicit us to disband your account with us or to terminate the service subscribed.

The company uses a network of independent third-party contractors (Cart n Haul Concierge/Chauffer's) who provide delivery services to our users and food, groceries, liquor and pharmaceuticals service providers. It is up to each Cart and Haul Concierge, Chauffer (Contractor) to provide such delivery services. The food, liquor, grocery and pharmaceuticals service providers available through our services, also operate independently of the company. The company will not assess the suitability, legality or ability of any Cart n Haul Concierge/Chauffer or food service provider. The company is not responsible for the food, liquor, grocery and pharmaceuticals service providers food preparation or safety and does not verify their compliance with applicable laws or regulations. The Company has no responsibility or liability for acts by any third-party food service provider or Cart n Haul Concierge/Chauffer, other than as stated herein.

## **2. User Representations, Warranties and Covenants**

By using the services, you expressly represent and warrant that you are legally entitled to enter this agreement. Your participation in using the services is for your sole, personal or internal business use. When using the services, you agree to comply with all applicable laws from your home province and city in which you are present while using the services.

You may only access the services using authorized means. It is your responsibility to check to ensure you download the correct software for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the software for your device. The company reserves the right to terminate your use of the software and/or services should you be using the software or services with an incompatible or unauthorized device. By using the services, you agree that:

- a. You will only use the services for lawful purposes; you will not use the services for sending or storing any unlawful material or for misleading or fraudulent purposes.
- b. You will not use the services to cause inconvenience.
- c. You will not use the services, or any content accessible through any private enterprise purpose, including but not limited to contacting, advertising to, soliciting or selling to, any food, liquor, grocery and pharmaceuticals service providers, user or Cart n Haul concierge, chauffer, unless the company has given you permission to do so in writing.
- d. You will not duplicate or distribute the software, or any content displayed through the services.
- e. You will not create or compile, directly or indirectly, any collection, compilation, or other directory. Any content displayed through the services except for your personal, non-commercial use.
- f. The information you provide to us when you register an account needs to be communicated to us accurately and any changes to be communicated directly. Proof of identity needs to be provided.
- g. Requesting services by sms text messages, standard messaging charges will apply.
- h. You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the services.



- i. You will only use the services for your own use and will not resell either the software or services to a third party.
- j. You will not use the website or software in any way that could damage, disable, overburden or impair any company server, or the networks connected to any company server.
- k. You will not attempt to gain unauthorized access to any part of the website and/or to any service, account, resource, computer system and/or network connected to any company server.
- l. You will not deep-link to the website or access the website manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy or monitor any portion of the Website or any content on the website, unless the company has given you permission to do so in writing.
- m. You will not copy any content displayed through the services, including but not limited to food service providers menu content and reviews, for republication in any format or media.
- n. You will not conduct any systematic retrieval of data or other content from the website, software or services.
- o. You will not try to harm other users or the company, the website, software or services in any way whatsoever.
- p. 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 website, software or services.
- q. You will not abuse our promotional or credit code system by redeeming multiple coupons at once.

*(Additional information you may provide on a voluntary basis, such as demographic information or information related to your favorite social networking site, or information relating to your participation in competitions, promotions, surveys, and/or additional services)*

### **3. User Account**

You are the sole, only authorized user of any account you create through the services. You are solely and fully responsible and accountable 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 by minors. 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 the company immediately. If you provide any information that is untrue, inaccurate, not current, or incomplete, or the company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the company has the right to suspend or terminate your account and refuse any and all 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 the company, or if you have been previously banned from use of the services.

### **4. User Content**

- a. The company allows you to interactive throughout the services render. This included the ability to post user ratings and reviews. You hereby grant the company a constant, irremediable, transferable, without notification to or approval by you. You allow the company a license to use your username or other user profile information, including without limitation your ratings history.



- b. Feedback. You agree that any submission of any ideas, suggestions, and/or proposals to the company through its suggestion, feedback is at your own risk and that the company has no obligations (including without limitation, obligations of confidentiality) with respect to such feedback. You represent and warrant that you have all rights necessary to submit the feedback and you hereby grant to company a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sub-licensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such feedback.
- c. Ratings and reviews. To the extent that you are asked to rate and post reviews of food service providers 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 the company and do not represent the views of the company or its affiliates. The company does not assume 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 with respect to ratings and reviews posted or otherwise made available through the services, you agree that:
  - a. you will base any rating or review on first-hand experience with the food service provider or business;
  - b. you will not provide a rating or review for any food service provider or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company’s competitors;
  - c. you will not submit a rating or review in exchange for payment, free food items, or other benefits from a food service provider or business and
  - d. 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, we may exclude such user content without notice.

## **5. Intellectual Property Ownership**

The company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the website, 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 website, the software or the services, or any intellectual property rights owned by the company.

The company name, the company logo, and the product names associated with the website, the software and services are trademarks of the company 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 website, the software or the services.

## **6. Payment Terms**

Prices, you understand that:

- a. The prices for menu items displayed through the services may differ from the prices offered or published by food, groceries, liquor and pharmaceuticals service providers for the same menu items and/or from prices available at other third-party websites and that such prices may not be the lowest prices at which the menu items are sold;



- b. the company has no obligation to itemize its costs, profits or margins when publishing such prices;
- c. the company reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the services provided under this agreement (other than taxes based on the company's income).

**Payment will be processed by the company, using the preferred payment method designated in your account.**

- a. no refunds. Charges paid by you for completed and delivered orders are final and non-refundable.
- b. The company has no obligation to provide refunds or credits, but may grant them, in each case in company's sole discretion.
- c. promotional offers. The company, at its sole discretion, may make promotional offers with different features and different rates to any of our users. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. We encourage you to check back at our website periodically if you are interested in learning more about how we charge for the software or services.
- d. fees for services and software. The company may change the fees for our services as we deem necessary or appropriate for our business.

## **7. Third-Party Interactions**

- a. 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, the Company will not warn you that you have left the Company'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 & Advertisements are not under the control of the Company. The Company is not responsible for any Third-Party Websites, Third-Party Applications or any Third-Party Advertisements. The Company provides these Third-Party Websites & Advertisements only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & 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.
- b. App Stores. You acknowledge and agree that the availability of the Application is dependent on the third party from which you received the Application license, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge that this Agreement is between you and the Company and not with the App Store. The Company, not the App Store, is solely responsible for the Software and the Services, including the Application and the Services, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if



any) charged by the App Store in connection with the Application or the Services. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Application. You acknowledge that the App Store (and its subsidiaries) are intended third-party beneficiaries of the Agreement and have the right to enforce them.

#### **8. Transactions Involving Alcohol**

- a. You may have the option to request delivery of alcohol products in some locations and from certain food service providers. If you receive your delivery in South Africa, you agree that you will only order alcohol products if you are 18 years of age or older. You also agree that, upon delivery of alcohol products, you will provide valid government-issued identification if your preserved as a minor.
- b. Cart n Haul concierge, chauffeur delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products. If you order alcohol products, you understand and acknowledge that neither the company nor the Cart n Haul concierge, chauffeur can accept your order of alcohol products, and the order will only be delivered if the food service provider accepts your order.
- c. The Cart n Haul chauffeur's reserves the right to refuse delivery if you are not 18 years of older, if you cannot provide a valid government issued id, if the name on your id does not match the name on your order, or you are visibly intoxicated.
- d. If the cart 'n haul concierge/chauffeur is unable to complete the delivery of alcohol products for one or more of these reasons, you are subject to a non-refundable R35 re-stocking fee.

#### **9. Indemnification**

Your personal, corporate and contact details will be provided by you during your registration as a customer and/or thereafter by your actively updating or supplementing such details in your account. Additional details are provided by you on a voluntary basis either directly or indirectly by means of you linking your account to your other social networking profiles, such as your Facebook profile.

Transaction details are recorded by us as and when you buy or sell anything on the website. Third party details are provided by you as and when you decide to order a product (including gift vouchers) as a gift for that third party.

#### **10. Disclaimer of Warranties**

You expressly understand and agree that to the fullest extent of law, your use of the website, software and services is entirely at your own risk. Changes are periodically made to the website, software and services and may be made at any time without notice to you. The website, software and services are provided on an "as is" 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. The company makes no warranties or representations about the accuracy, reliability, completeness or timeliness of the content made available through the website, software or services, or the services, software, text, graphics or links.

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

## **11. Internet Delays**

- a. The Company's Website, Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in the Company's privacy policy or as otherwise required by applicable law, the Company is not responsible for any delays, delivery failures, or other economic damage resulting from such problems.
- b. You should not divulge your Account password to anyone. We will never ask you for your password in an unsolicited telephone call or e-mail.
- c. You are responsible for maintaining the secrecy of your unique password and account information at all times.

## **12. Limitation of Liability**

- a. To the fullest extent of law, the company's aggregate liability shall not exceed the greater of amounts actually paid by and/or due from you to the company in the six (6) month period immediately preceding the event giving rise to such claim,
- b. the remedy or penalty imposed by the statute under which such claim arises. The foregoing cap on liability shall not apply to liability of the company for,
- c. death or personal injury caused by the company's negligence or willful misconduct, or for,
- d. any injury caused by the company's fraud or fraudulent misrepresentation.

## **13. Disclaimer of certain damages.**

- a. To the fullest extent of law, the company shall not be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including personal injury, loss of data, revenue, profits, use or other economic advantage).
- b. The company shall not be liable for any loss, damage or injury which may be incurred by you, including but not limited to loss, damage or injury arising out of, or in any way connected with the website, software, or services including but not limited to the use or inability to use the website, software, or services, any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any food service provider, Cart n Haul concierge, chauffeur, advertiser or sponsor whose advertising appears on the website or is referred by the software or services, even if the company and/or its licensors have been previously advised of the possibility of such damages.
- c. The foregoing disclaimer of punitive and exemplary damages, and the entire disclaimer of damages for personal injury or property damage, or for any injury caused by the company's fraud or fraudulent misrepresentation.

## **14. Non-personal information**

Aside anything contained in this policy regarding your information, the following information is not regarded as personal information for purposes of this policy:

- a. permanently de-identified information that does not relate and/or cannot be traced back to you specifically. we may compile, use, share and otherwise process such information as we deem fit.

- b. non-personal statistical information collected and compiled by us. we own and retain all rights in such information
- c. information which you have provided voluntarily in an open, public environment or forum including (without limitation) any blog, chat room, albums, community, classifieds or discussion board. because the information has been disclosed in a public forum, it is no longer confidential and does not constitute personal information subject to protection under this policy. since such public environments are accessible by third parties, it is possible that third parties may collect and collate and use such information for their own purposes and you should accordingly be careful when deciding to share any of your personal information in such public environments
- d. you consent to the processing of your personal information,
- e. by accepting this policy, you consent to our collection, storage, processing and disclosure of your personal information as described in this policy. should you terminate your registration with us and/or close your account, you consent to our retention of the information we have already collected from you for record-keeping purposes only.

### **15. Optional consent to marketing & service communications**

Although you cannot opt out of receiving communications we need to send you relating directly to your Website purchases, you can opt out of receiving various other types of communications from us, being as follows:

- a. sporadic alerts about exclusive discounts, special offers, sales and competitions.
- b. regular newsletters to inform you about offers, hot products and other things that may be of interest to you (based on your selected interests and previous purchases) or to our Customers generally.
- c. Service communications concerning activity on your Account such as to notify you about a voucher you have received from us, or to remind you of unordered items in your online basket or vouchers approaching expiry which you haven't yet redeemed
- d. You can opt out of service mails and notify us about your marketing communication preferences here. You can also opt out on a specific type of communication by following the unsubscribe link at the bottom of each email.
- e. While we do our best to act on your preferences as soon as we can, please be aware that it may take up to 14 days for changes to your preferences concerning newsletters or service emails to take effect.

### **16. Credit card acquiring and security**

\*Credit card transactions will be acquired for Cart n Haul via SURESWIPE/OZOW who are the approved payment gateway for Standard Bank of South Africa\*Customer details separate from card details (which the customer can save the details on their own). Customer details will be stored by Cart n Haul separately from card details which are entered by the client on Cart 'n haul secure site or mobile application. For more detail on SURESWIPE refer to [www.SURESWIPE.co.za](http://www.SURESWIPE.co.za) & OZOW Secure Payments (T&C's apply)

### **17. Payments**

Currency used is South African RAND (ZAR)

You can use the following methods of payments:



- a. EFT
- b. Credit Card – Visa, Master, Dinners etc.
- c. Cash on Delivery

**18. How you can contact us about privacy question**

- a. We have a code of conduct and ethical code that we sub-scribe to – and we will not – share or sell and we hold professional indemnity.
- b. If you have questions or concerns regarding this Policy, you should contact us at [inquiries@cartandhaul.co.za](mailto:inquiries@cartandhaul.co.za) or WhatsApp+27 0621691788 (Contact Centre hours): Weekdays 8:00 – 22:00 & Saturdays and Sunday 8:00 – 19:00)