



MACATLAS
FREIGHT



WEBSITE TERMS AND CONDITIONS

In terms of section 11 of the electronic communications and transactions (ect) act 25 of 2002 and the common law of contract, these terms and conditions are valid, binding and enforceable against all persons that access the Macatlas Freight website or use the service through the Macatlas Freight website or any part thereof. If you do not agree to be bound by these terms and conditions, you must leave the Macatlas Freight website(s) immediately as further use will automatically bind you to these terms and conditions.

DEFINITION AND INTERPRETATION

- “Macatlas Freight” means Macatlas Freight Pty Ltd, registration number 2016/491685/07 of 16 4th Street, 1st Floor, Sandton, 2090;
- “**Website**” means the Macatlas Freight website available at www.macatlasfreight.com including the content and service(s) available on and through the website and any page, part or element thereof;
- “User” means any person who enters or uses the Website;
- References herein to the singular includes the plural and vice versa; and
- Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the ECT Act. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

1. GENERAL

Macatlas Freight Pty Ltd is a freight company of a dynamic organisation with experience in South Africa's freight movement and related industries, providing total logistic solutions for clients Macatlas Freight is an integrated end to end logistics and product supply solutions provider based in Gauteng. Our portfolio of services extends from Air, Sea, Road freight, Cargo Packaging and Crating, Customs Clearance, Freight Forwarding, Cargo Inspection, Hazardous Cargo, Cargo Insurance, Click to Ship, Track and Trace, Project Cargo Logistics, Product Supply, Distribution and Commodity Trading.

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2. ALLOWED USE AND LICENSE

- 2.1. Macatlas Freight licenses the User to view, download, and print the content of the Website provided that such use is for private, personal, educational, and/or non-commercial purposes only.
- 2.2. Content from the Website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Macatlas Freight.
- 2.3. Users may only access, browse and use the Website for legitimate personal or commercial purposes and may not use the Website for:
 - Harmful purposes;
 - Illegal purposes;
 - Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; and/or
 - The creation, storage and sending of unsolicited commercial communications.
- 2.4. The caching of the Macatlas Freight website shall only be allowed if:
 - The purpose of the caching is to make the onward transmission of the content from the Website more efficient;
 - The cached content is not modified in any manner whatsoever;
 - The cached content is removed or updated when so required by Macatlas Freight.
- 2.5. If any User uses content from the Macatlas Freight website in breach of the provisions detailed herein:
 - Macatlas Freight reserves the right to claim damages from the User;
 - Macatlas Freight reserves the right to institute criminal proceedings against the User; and
 - Macatlas Freight shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6. Hyperlinks to the Website from any other source shall be directed at the home page of the Website. Links beyond the Macatlas Freight home page may only be used with Macatlas Freight's prior written consent.
- 2.7. Macatlas Freight shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Website. Persons that wish to link to pages beyond the home page of the Website without Macatlas Freight's prior written consent shall do so at their

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own risk and indemnify Macatlas Freight against any loss, liability, or damage that may result from the use of such hyperlinks. Macatlas Freight's non-liability.

for deep linking is because deep links bypass these terms and conditions.

- 2.8. Users may quote small and reasonable amounts of content available from the Macatlas Freight website, subject to such a quote being placed in inverted commas and acknowledged.
- 2.9. No person may, without the prior written consent of Macatlas Freight, frame the Website in any manner whatsoever.
- 2.10. Apart from bona-fide search engine operators and use of the search facility provided on the Website by Users, no person may use or attempt to use any technology or applications.
- 2.11. (including web crawlers, robots or web spiders) to search, collect or copy content from the Website for any purpose whatsoever, without the prior written consent of Macatlas Freight.
- 2.12. Email addresses, names, telephone numbers, and fax numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to Macatlas Freight and all rights detailed in section 45 of the ECT Act are reserved.
- 2.13. All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Macatlas Freight at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. All intellectual property on the Website, including but not limited to content, trademarks (or any confusingly similar trademarks), trade names, logos, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Macatlas Freight and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in section 2, all other rights to intellectual property on the Website are expressly reserved.
- 3.2. No person shall amend, copy, use, decompile and/or reverse engineer the source code of the Website.
- 3.3. No person may use logos, icons, or trademarks from the Website as hyperlinks or other purposes without Macatlas Freight's prior written consent.

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4. SOFTWARE AND EQUIPMENT

- 4.1. it is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Website and/or download content from the Website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to and use of the Website may be classified as “electronic transactions” as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Macatlas Freight has, amongst others, the duty to disclose the following information:

1. The full name and legal status: Macatlas Freight Pty Ltd;
2. Registration number: 2016/491685/07
3. Physical address: 16 4th Street 1st Floor, Sandton, 2090
4. Telephone number: (011) 880 2610
5. Fax number: +27 (0) 86 642 4977
6. Website address: <http://www.macatlasfreight.com>
7. Email address: info@macatlasfreight.com
8. Membership of self-regulatory bodies: NA
9. Code of conduct: Available upon request from the Macatlas Freight Company phoning (011) 880 2610, or by emailing info@macatlasfreight.com
10. Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
 - access and use of the Website;
 - the inability to access the Website;
 - the services and content available from the Website; or
 - these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Gauteng in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.
11. Complaints: info@macatlasfreight.com
12. Cooling off rights: The cooling-off provisions detailed in section 44 of the ECT Act may apply to the services available on the Website.

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6. CHANGES AND AMENDMENTS

Macatlas Freight reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- change these terms and conditions;
- change the content and/or service available from the Website;
- discontinue any aspect of the Website or service(s) available from the Website; and/or
- change the software and hardware required to access and use the Website.

7. PRIVACY

- 7.1. Macatlas Freight shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, “*personal information*” shall be defined as detailed in the Promotion of Access to information Act 2000 (PAIA).
- 7.2. Macatlas Freight may electronically collect, store and use the following personal information of Users:
1. name and surname;
 2. area code;
 3. street address;
 4. postal address;
 5. title;
 6. contact numbers;
 7. non-personal browsing habits and click patterns;
 8. e-mail address; and / or
 9. IP address
- 7.3. Macatlas Freight collects, stores and uses the abovementioned information for the following purposes:
- Communicate requested information to the User;
 - Provide services to the User as requested by the User;
 - Authenticate the User;
 - Provide the User with access to restricted pages on this website; and / or
 - Compile non-personal statistical information about browsing habits, click-patterns, and access to the Website.
- 7.4. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

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- 7.5. Macatlas Freight may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
- Macatlas Freight shall not disclose personal information from Users unless the User consents thereto;
 - Macatlas Freight shall disclose personal information without the User's consent only through due legal process; and
 - Macatlas Freight may compile, use and share any information that does not relate to any specific individual.
- 7.6. Macatlas Freight owns and retains all rights to non-personal statistical information collected and compiled by Macatlas Freight.

8. HYPERLINKS TO THIRD PARTY PAGES

- 8.1. Macatlas Freight may provide hyperlinks to websites not controlled by Macatlas Freight ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products, and/or services of such target sites.
- 8.2. Macatlas Freight does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, and inability to use or content available on or through target sites.

9. SECURITY

- 9.1. Macatlas Freight shall take all reasonable steps to secure the content of the Website and the information provided by and collected from Users from unauthorised access and/or disclosure.
- 9.2. However, Macatlas Freight does not make any warranties or representations that content shall be 100% safe or secure.
- 9.3. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, Macatlas Freight is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Website.
- 9.4. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer network that support the Website.
- 9.5. Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Macatlas Freight harmless against any and all liabilities, damages, risks and losses that

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Macatlas Freight and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.

- 9.6. Users may not develop, distribute, or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Website and Macatlas Freight reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- 9.7. Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act, shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by Macatlas Freight and its partners / affiliates due to or related to these illegal actions.

10. DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Macatlas Freight (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- access to the Website; access to and use of the service;
 - access to websites linked to the Website;
 - inability to access the Website or use the service;
 - inability to access websites linked to the Website;
 - content available on the Website;
 - services available from the Website; or
 - any other reason not directly related to Macatlas Freight's gross negligence.
- 10.2. The Macatlas Freight website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with Macatlas Freight, that the content available from and through the Website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 10.3. Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of Macatlas Freight and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.
- 10.4. Macatlas Freight does not make any warranties or representation that content and services available from the Website shall in all cases be true, correct or free from any errors. Macatlas Freight shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.

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- 10.6. Macatlas Freight does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of Macatlas Freight, including, but not limited to virus infection, unauthorised access (hacking), power failure or other “acts of God.”
- 10.7. The Website and the service are provided “as is” and no warranties, implied or express, are given or implied.

11. REMOVAL AND CORRECTION OF CONTENT

- 11.1. Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Website to Macatlas Freight and Macatlas Freight undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

12. INTERCEPTION OF COMMUNICATION

- 12.1. Subject to the provisions of the Regulation of Interception of Communication (RIC Act 70 of 2002, the User agrees to Macatlas Freight's right to intercept, block, filter, read, delete, disclose and use all communications (including all “data messages” as defined in the ECT Act send or posted by the User to the Website, its staff and employees.
- 12.2. The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the “writing” requirement as detailed in the ECT Act and the RIC Act.

13. ENTIRE AGREEMENT AND SEVERABILITY

- 13.1. These terms and conditions constitute the entire agreement between Macatlas Freight and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Macatlas Freight from the User.
- 13.2. Any failure by Macatlas Freight to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 13.3. In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

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14. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and Macatlas Freight agree that:

- the User shall be bound to these term and conditions and such agreement is concluded in Gauteng (South Africa) at the time the User enters the Website for the first time;
- data messages (as defined in the ECT Act) addressed by the User to Macatlas Freight shall only be deemed to have been received if and when responded to;
- data messages (as defined in the ECT Act) addressed to the User by Macatlas Freight shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
- data messages (as defined in the ECT Act) addressed by the User to Macatlas Freight shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Macatlas Freight; and
- the User agrees and warrants that data messages that are sent to Macatlas Freight from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

15. APPLICATION AND GOVERNING LAW

- 15.1. The Macatlas Freight Website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 5 the South African law enforced by the South African courts governs the use or inability to use the Website, its content, services, products and these terms and conditions.

16. LEGAL COSTS

- 16.1. Macatlas Freight shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.