

# Terms & Conditions

MGD EXPRESS ONLINE

Registration Number: 2016/506177/07

## Important provisions:

These Conditions are applicable to the Customer's access to and use of the Services, contain exclusions and limitations of the liability of MGD EXPRESS ONLINE and impose legal obligations on the Customer. By using the Services, the Customer indicates its acceptance of and agrees to these Conditions. If the Customer does not agree, please notify MGD EXPRESS ONLINE in writing and MGD EXPRESS ONLINE will terminate the Customer's access to the Services. Please read these Conditions very carefully. Take note MGD EXPRESS ONLINE and / or Courier Locker's LIABILITY IS EXCLUDED as well as that of its employees or agents for loss, damage and delay in certain circumstances. MGD EXPRESS ONLINE'S and Courier Locker's LIABILITY IS LIMITED to stated amounts where liability is accepted. STRICT TIME LIMITS apply where NOTICE OF CLAIMS is required. It is your duty to obtain insurance cover to protect your interests. All the terms and conditions are important, but please pay special attention to the parts that are inside a box with bold writing. These parts contain information about those terms and conditions that have important consequences for the Customer. The wording in the boxes is only intended to bring the terms and conditions to the Customer's attention, and to explain their nature and effect. They are aids to understanding only and are not terms and conditions themselves. They do not limit the meaning or application of the provisions of these Conditions, and do not apply to situations and examples described in the boxes or to similar situations or examples.

**These Conditions are applicable to the Customer's access to and use of the Services and contain exclusions and limitations of liability of MGD EXPRESS ONLINE.**

**By using the Services, the Customer agrees to be bound by these Conditions.**

To the extent that the Consumer Protection Act, 2008 applies, MGD EXPRESS ONLINE has a duty to point out certain important provisions in these conditions to the Sender. The clauses which contain these important provisions and reasons why they are important are set out below. It is very important that the Sender reads all these clauses carefully and not just what is stated below.

**A. Limitations of risk, legal responsibilities and liability.** Clauses 2.1, 3, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 19 and 25 are important because they limit and exclude obligations, liabilities

and legal responsibilities that MGD EXPRESS ONLINE and other persons or entities may otherwise have to the Sender. As a result of these clauses, the Sender's rights and remedies against MGD EXPRESS ONLINE and these other persons and entities are limited and excluded. These clauses also limit and exclude the Sender's right to recover or make claims for losses, damages, liability or harm the Sender or others may suffer.

**B. Assumptions of risk, legal responsibilities and liability by the Sender.** Clauses 2.1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15 and 25 are important because the Sender takes on risk, legal responsibilities and liability. As a result of these clauses, the Sender may also be responsible for claims and other amounts. The Sender will also be responsible for, and the Sender accepts, various risks, damages, harms, and injuries which may be suffered by the Sender and others for what is stated in these clauses.

**C. Acknowledgements of fact by the Sender.** Clauses 5 and 9 are important because they each contain statements which are acknowledgements of fact by the Sender. The Sender will not be able to deny that the statements are true. MGD EXPRESS ONLINE may act against the Sender and may have claims against the Sender as a result of these statements.

**D. Indemnities by the Sender.** Clauses 9 and 12 requires the Sender to indemnify (hold harmless) MGD EXPRESS ONLINE and other persons or entities against claims, loss, damages, and harm that that may be suffered by MGD EXPRESS ONLINE and other persons or entities as a result of the events set out in these clauses. The Sender is also required to indemnify MGD EXPRESS ONLINE and other persons and entities against claims for loss, damages, and harm that that may be made by any person or entity as a result of the events set out in these clauses. This places various risks, liabilities, obligations and legal responsibilities on the Sender and the Sender will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that that may be suffered or claimed.

## **1. Interpretation & definitions**

1.1. "Conditions" means these Conditions of Carriage as set out in this document and published in printed form and electronically at [www.mgdexpress.online](http://www.mgdexpress.online), as amended from time to time;

1.2. "Courier"/" (MGD EXPRESS ONLINE) means the person and/or corporate entity ("MGD Express Online South Africa" with the Registration Number: 2016/506177/07 which is a private company duly incorporated in accordance with the laws of South Africa specified on the face of the invoice;

1.3. "Courier Locker" means the locker services provided for by and which is a division of MGD Express Online.

1.4. "Goods" means the items accepted by MGD EXPRESS ONLINE for carriage on behalf of the Sender under these Conditions;

- 1.5. “Owner’s Risk” means, to the maximum extent permitted by law, that the MGD EXPRESS ONLINE is not liable for any loss of or damage to any Goods, howsoever arising, except if the loss or damage is caused by the Courier intentionally;
- 1.6. “Recipient” means the person identified by the Sender to whom the Goods are to be delivered under these Conditions;
- 1.7. “Services” means all of the operations and services provided or to be provided by the Courier in connection with the carriage of the Goods including without limitation, the carriage, transport and/or storage of the Goods or any operation/s or service/s incidental to any of them;
- 1.8. “Sender”/” Customer” means the person for whom the carriage of the Goods is performed by the Courier under these Conditions;
- 1.9. “Sub-Contractor” includes any person who under a contract or arrangement with any other person (whether the Courier or not) performs or agrees to perform the Services or any part of the services;
- 1.10. Words denoting, the singular include the plural and vice versa; any gender include the other genders, and persons include corporations and bodies politic and include their legal personal representatives and assigns.
- 1.11. “you” and “your” shall mean the Customer.

## **2. General aspects & conditions of carriage**

- 2.1. MGD EXPRESS ONLINE shall not be a public or common carrier in relation to the carriage of Goods forming the subject of these Conditions and any Goods carried are accepted subject to these Conditions.
- 2.2. These Conditions supersede all previous published terms and conditions. These Conditions supplement and detail the general terms and conditions on the back of MGD EXPRESS ONLINE waybills and other publications. In case of conflict between these Conditions and the conditions on any MGD EXPRESS ONLINE waybill, manifest, shipping label or other transit documentation, these Conditions will prevail to the maximum extent permitted by law.
- 2.3. MGD EXPRESS ONLINE may, at any time, modify, amend, change or supplement these Conditions by issuing a new version on the MGD EXPRESS ONLINE website, and these revised Conditions will apply with effect to all Services provided by MGD EXPRESS ONLINE following the publication of the revised Conditions.
- 2.4. All business undertaken including guidance, information or Services provided by MGD EXPRESS ONLINE shall be subject to these Conditions.

2.5. To the maximum extent permitted by law, the Sender confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the Services under these Conditions.

2.6. The Sender will be bound by the signature of any of its employees, servants and agents on MGD EXPRESS ONLINE Waybill.

2.7. Goods are accepted subject to the conditions stipulated by all other carriers, sub-contractors, handlers and any other parties into whose possession or custody they may pass to finalize and deliver Goods that come into their possession.

2.8 MGD EXPRESS ONLINE shall have the right to bill the Customer, after bookings made, for Services rendered, irrespective whether MGD EXPRESS ONLINE could collect or deliver the parcel, unless such non-collection and / or non-delivery is due to any act of MGD EXPRESS ONLINE or any Force Majeure event.

2.9 Courier Lockers offer a delivery service twenty-four (24) hours, seven (7) days a week. This schedule may undergo changes depending on the accessibility and/or opening of the premises in which the Locker is located, leaving the provision of the delivery service subject to it.

The above clause limits your rights and remedies against us and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risk, damages, harm and injury which may be suffered by you due to a change in any applicable delivery schedule.

2.10 To the fullest extent permitted under the law, under no circumstances shall any strict liability attach to MGD EXPRESS ONLINE.

The above clause limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risk, damages, harm and injury which may be suffered by you.

2.11 MGD EXPRESS ONLINE undertakes to make deliveries at the times established in the definitions of each service contemplated in the Service Guide.

2.12 The contractual terms for delivery are understood without prejudice to delays caused by “*force majeure* or *fortuitous event*”, and thus justify the breach of contractual obligations without any liability for the obligor.

2.13 MGD EXPRESS ONLINE will not be responsible when the delivery of a package is impossible due to:

2.13.1 Incomplete or incorrect address.

2.13.2 Non-collection by the Recipient within the expected period.

2.13.3 Non-compliance to contracted measures and weight.

2.13.4 Delivery of a product included in the exclusion items list.

2.14 Fair and Reasonable Use of Services

2.14.1 The Customer undertakes to utilise the Services in a fair, reasonable, and bona fide manner consistent with the intended use of such Services.

1. MGD EXPRESS ONLINE reserves the right, at its sole discretion, to determine whether the Customer’s use of the Services constitutes:

2.14.2.1. misuse or abuse of the Services;

1. excessive, irregular, or unreasonable usage;
2. use inconsistent with the operational, commercial, or logistical parameters of MGD EXPRESS ONLINE.

1. In the event of such use, MGD EXPRESS ONLINE shall be entitled, without limitation, to:

2.14.3.1. adjust pricing, rates, or charges;

2.14.3.2. impose additional fees or surcharges;

2.14.3.3. suspend or restrict access to the Services;

2.14.3.4. refuse to accept or deliver any consignment.

2.14.4 The Customer acknowledges that the Services, including Courier Locker services, are subject to operational limitations, and any use exceeding such limitations shall be deemed unfair use.

2.14.5 MGD EXPRESS ONLINE shall not be liable for any loss, damage, or inconvenience arising from the exercise of its rights under this clause.

The above clause limits your rights and remedies against us and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for and you accept, various risk, damages, harm and injury which may be suffered by you.

### 3. Operational procedures

MGD EXPRESS ONLINE reserves the right to transport the Goods received from any Customer and/or the Sender by any means at its disposal and may use any carrier to perform its duties. All Goods that require forwarding to facilitate delivery may be held at MGD EXPRESS ONLINE's discretion and the Customer and/or the Sender's cost until suitable delivery arrangements can be arranged. MGD EXPRESS ONLINE is entitled to use independent parties to perform any of the functions required for completion of its duties. MGD EXPRESS ONLINE shall have no responsibility or liability to the Customer and/or the Sender for any act, or omission of such third party even though MGD EXPRESS ONLINE may be responsible for the payment for such third parties' charges. MGD EXPRESS ONLINE however reserves the right to, at its sole election, take action on behalf of the Customer and/or the Sender should the independent carrier fail to carry out its duties suitably. The costs associated with taking such action would be for the account of the Customer and/or the Sender and are payable on demand. **Delivery timeframes that may be provided by MGD EXPRESS ONLINE to the Sender do not include day of collection.**

### 4. Timeous instructions

The Customer shall be obliged to give any instructions to MGD EXPRESS ONLINE timeously and in writing in order to afford MGD EXPRESS ONLINE a reasonable opportunity to comply with such instructions, but MGD EXPRESS ONLINE shall be entitled, but not obliged, to act on oral instructions alone. If there is a conflict between any oral or written instructions or between the various written instructions themselves, or in the absence of instructions, MGD EXPRESS ONLINE shall determine the course to be adopted, in its sole discretion, having regard to the Customers known requirements, if any, and if not, it is recorded that Overnight Service shall be the default service selected. Notwithstanding that MGD EXPRESS ONLINE may purport or attempt to act on any instructions, no liability shall attach to MGD EXPRESS ONLINE for failure, whether negligent or otherwise, to perform such instructions. **MGD EXPRESS ONLINE shall be entitled to recover its charges and/or expenses including those incurred acting in terms hereof.**

## 5. Tariffs & quotations

5.1 All quotations, rates, tariffs and surcharges are subject to withdrawal or revision by MGD EXPRESS ONLINE at any time prior to their acceptance by a Customer. Where a quotation to a Customer includes a fee levied by a third party, the Customer will be liable for any change in that third party fee. Charges are calculated on the basis of either actual or volumetric mass, and for purposes of rating, the greater of the two calculations is deemed to be the chargeable mass for the purposes of measuring the volume, mass and/or dimensions of any package. The measurements as calculated by the dimension's machinery and/or company representative will be deemed to be proof of the volume, mass and/or dimensions of the package so measured and the Customer must object to any such measurements prior to accepting a quotation (if applicable). Only written quotations provided by MGD EXPRESS ONLINE will be valid. Once a Customer has instructed MGD EXPRESS ONLINE to provide services that are the subject of a quotation, the Customer will be deemed to have accepted that quotation and MGD EXPRESS ONLINE will be entitled to rely on that acceptance by the Customer.

5.2 Where Courier Lockers are utilised, the services include the delivery of packages at selected Lockers within the national network of Lockers. Prices are subject to the current general rate and are VAT inclusive. Terms and conditions of service apply.

5.3 Prices are based on current costs and are therefore subject to change without notice.

### 5.4 Estimates and Re-measurement

5.4.1 Any quotation, estimate, or indicative pricing provided by MGD EXPRESS ONLINE is based on the information supplied by the Customer and/or estimated dimensions and weight and is strictly provisional in nature.

5.4.2 The Customer acknowledges and agrees that all quotations are subject to verification, re-measurement, and re-weighing of the consignment by MGD EXPRESS ONLINE at any stage of the Services.

5.4.3 In the event of any discrepancy between the declared and actual dimensions, volumetric weight, or mass, MGD EXPRESS ONLINE shall be entitled to:

- revise the applicable charges;
- apply additional fees, surcharges, or penalties; and
- recover any undercharged amounts from the Customer.

5.4.4 The measurements and calculations determined by MGD EXPRESS ONLINE's systems, equipment, or personnel shall be final, binding, and conclusive proof of the consignment's dimensions and weight.

5.4.5 The Customer waives any right to dispute charges arising from such re-measurement, save where such measurement is manifestly incorrect.

5.4.6 This clause must be read together with Clause 8.6 (Incorrect Declaration of Size, Weight or Dimensions), and any misdeclaration shall constitute a breach of these Conditions.

## **6. Sending / collection of goods**

6.1 If any Goods have not been accepted or collected by the Recipient and/or its nominee within a reasonable time after notification by MGD EXPRESS ONLINE that the Goods are available for collection or delivery (as the case may be), MGD EXPRESS ONLINE shall notify the Customer at its legal address (*domicilium citandi et executandi*) and, after the expiration of ten (10) days from the posting to that address of such written notice and unless the Customer shall give MGD EXPRESS ONLINE instructions to re-deliver the Goods, at the Customer's expense, MGD EXPRESS ONLINE shall be entitled and authorised irrevocably and *in rem suam*, to sell or dispose of the Goods and retain from the proceeds the charges, expenses and costs incurred in the carriage thereof with any additional amounts arising from that sale to be refunded to the Customer.

6.2 In the event of utilising Courier Locker services, the following important terms are applicable:

### **Sending**

6.2.1 The Sender and Recipient have to download the Application (Electronic App)/elect the service from the website <https://mgdexpress.online>;

6.2.2 Sender/Recipient shall book the consignment at a Locker;

6.2.3 The booking number and delivery address shall be written on the consignment;

6.2.4 The Sender shall ensure the packaging of the consignment is sufficient;

6.2.5 The Sender shall enter the PIN code provided after the booking is made and place the consignment in the Locker;

6.2.6 MGD EXPRESS ONLINE shall collect the consignment and deliver same to the requested destination.

### 6.3 Collection

6.3.1 The Recipient receive a text / email when the parcel is ready to be collected;

6.3.2 The user who requests a collection service will be assigned a code. This code must be entered into the Locker for the removal of packages, within the contracted period;

6.3.3 The Recipient will then remove the parcel from the locker;

6.3.4 The responsibility to collect the package rests at all times with the Recipient. The Recipient has 48 hours following a notification to collect the parcel at the destination locker using their unique PIN code. Failure to do so will result in the package being returned to the nearest MGD EXPRESS ONLINE depot and full redelivery fees will be applicable;

6.4 If any Goods have not been accepted or collected by the Recipient and/or its nominee within 48 hours after the tender / email / notification thereof, and for the purposes thereof notification to the Recipient and/or its nominee of the fact that the Goods are available for collection or that MGD EXPRESS ONLINE is willing to deliver the Goods which shall be deemed to be a good and sufficient tender. MGD EXPRESS ONLINE shall notify the Customer at its legal address (*domicilium citandi et executandi*) and, after the expiration of ten (10) days from the posting to that address of such written notice and unless the Customer gives MGD EXPRESS ONLINE instructions to re-deliver the Goods, at the Customer's expense, MGD EXPRESS ONLINE shall be entitled and authorised irrevocably and in *rem suam*, to open, sell or dispose of the Goods and retain from the proceeds the charges, expenses and costs incurred in the carriage thereof, in terms of Clause 7 hereunder. The above clause limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept various risks, damages, harm and injury which may be suffered by you.

## **7. MGD EXPRESS ONLINE's lien & other rights in terms of goods in MGD EXPRESS ONLINE'S possession**

7.1. MGD EXPRESS ONLINE and /or its nominee reserve the right to open and examine any Goods at any time;

7.2. MGD EXPRESS ONLINE shall have a lien and shall be entitled to hold any Goods, documents and/or any refunds, claims or recoveries in its possession or

under its control as security for any monies owing to MGD EXPRESS ONLINE by the Customer, whether past or present, for the carriage of any Goods subject to these terms and conditions of carriage;

7.3. Although MGD EXPRESS ONLINE may initially have granted a trading limit to the Customer MGD EXPRESS ONLINE may, at any time, at its sole discretion, retain possession of any Goods pending the discharge of the Customer's indebtedness to MGD EXPRESS ONLINE;

7.4. In the event that MGD EXPRESS ONLINE exercises its lien and retains possession of any Goods as reflected herein above, then MGD EXPRESS ONLINE shall be entitled to store the Goods at such place as it deems fit, at the Customer's expense.

The above clause constitutes an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility of the costs associated storing the Goods.

7.5. If any monies owing to MGD EXPRESS ONLINE are not paid by the Customer within 5 (five) days after they are due or after any parcel has been delivered to a MGD EXPRESS ONLINE Branch/Depot/Kiosk, MGD EXPRESS ONLINE shall be entitled, without further notice to the Customer:

7.5.1. to open and examine the Goods;

7.5.2. to sell the whole or any part of the Goods in such manner and on such conditions as it deems fit;

7.5.3. to apply the proceeds of any sale, after deducting all expenses thereof, in payment or reduction of any amount due by the Customer to MGD EXPRESS ONLINE (including storage costs envisaged in clause 7.3. here above, provided that any surplus shall be paid over to the Customer without interest immediately after the sale, if the Customer's address is known, and if not, upon demand made by the Customer within 90 (ninety) days of the sale.

7.6. MGD EXPRESS ONLINE shall not be liable for any loss, damage or deterioration of any such Goods attributable to the implementation of this clause by MGD EXPRESS ONLINE;

The above clauses limit your rights and remedies against us, and these clauses limit and exclude your rights to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept various risk, damages, harm, and injury which may be suffered by you.

7.7. MGD EXPRESS ONLINE's rights under this clause are not exhaustive and are in addition to any other rights which it may have against the Customer;

7.8. If it is necessary for an examination to be conducted by MGD EXPRESS ONLINE in respect of any discrepancy in the Goods which are landed from any vessel, aircraft, vehicle or container, the responsibility to comply with any regulations, laws and/or obligations pertaining to the Goods remains that of the Customer and/or the Sender, notwithstanding the contractual relationship between MGD EXPRESS ONLINE and Customer and/or the Sender.

## **8. Packaging & delivery parameters**

8.1. MGD EXPRESS ONLINE does not accept or courier packages which exceed the size limitation being 1m x 1m x 1m and the weight limitation being of 50 kilograms;

8.2 In the event of a client utilising the Courier Lockers, MGD EXPRESS ONLINE does not accept or courier packages which exceed the size limitation being in accordance with the box sizes and the weight limitation being 20 kilograms;

8.3. MGD EXPRESS ONLINE shall not be liable for any loss, damage or deterioration of any Goods and as such we emphasise that it is the sole responsibility of the Customer/Sender to:

8.3.1. Package Goods for transportation and ensure that all Goods are adequately packaged to withstand the ordinary incidents of transit risk and normal rigours of road transportation. MGD EXPRESS ONLINE may supply a container to the Sender wherein which to place the Goods;

8.3.2. Adequately and clearly address each consignment to enable effective delivery thereof.

8.4 In the event of a Client utilising the Courier Lockers the following important Terms are applicable:

8.4.1 Lockers allows for 1 (one) package per locker ONLY;

8.4.2 Should the booking be made, and the parcel the Customer wishes to send is not placed within the Locker within 36 (Thirty Six) Hours of making the booking, the online booking will expire and no refund will be made to the Customer;

8.4.3 Should the booking be made, and the parcel the Customer wishes to send is placed within the Locker within 36 (thirty six) hours of making the booking, and the parcel is collected and delivered to the secondary Locker, the Sender/Receiver will have 48 (Forty-Eight) hours to collect the parcel after which such collection will expire and no refund will be made to the Customer. (The above process will have to be attended to again);

8.4.4 When at the locker, the Customer must insert a code to unlock the requested/ booked locker. The Customer must place the parcel in the Locker within a certain time – that being 174 (One Hundred and Seventy Four) seconds. If the time expires, the booking also expires and no refund will be made to the Customer;

8.4.5 When sending valuables, it is the Customer's responsibility to ensure the valuables are adequately packaged and marked 'FRAGILE'. Insurance is for the account of the Sender and/or Recipient at all times.

The above clause constitutes an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility ensuring Goods are packaged correctly for transportation and that each consignment is adequately made.

The above clause also limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept various risk, damages, harm and injury which may be suffered by you.

1. Customised flyers and boxes are available for purchase from [myorder@mgdexpress.online](mailto:myorder@mgdexpress.online).

1. The Customer warrants that all consignment details, including dimensions and weight, are accurate at booking.

1. Where a parcel submitted via a locker or kiosk exceeds declared specifications, MGD EXPRESS ONLINE may at its discretion:

8.6.1.1. refuse or delay delivery;

8.6.1.2. remove the parcel;

8.6.1.3. reclassify and charge additional fees;

8.6.1.4. return the parcel at the Customer's cost;

8.6.1.5. hold the parcel pending payment.

8.6.2 All additional costs including handling, storage, penalties and re-routing are for the Customer's account.

8.6.3 MGD EXPRESS ONLINE shall not be liable for any loss, damage, delay or non-delivery arising from incorrect declarations.

8.6.4 Such parcels are carried entirely at the Customer's risk and all claims are waived.

8.6.5 The Customer indemnifies MGD EXPRESS ONLINE against any damages or losses arising from incorrect submissions.

8.6.6 MGD EXPRESS ONLINE measurements shall be final and binding.

## **9. Delivery of goods**

9.1 At all times the onus of establishing the condition of the Goods at the time of delivery thereof by MGD EXPRESS ONLINE shall rest with the Customer and/or the Sender. Without limiting the generality of the foregoing, MGD EXPRESS ONLINE shall be entitled to delay the dispatch of any Goods or expedite the date of dispatch if MGD EXPRESS ONLINE, in its sole discretion, consider it necessary for the safety of the Goods and/or any other reason. MGD EXPRESS ONLINE will only deliver Goods that are the property of the Customer and/or the Sender, and the Customer and/or the Sender warrants that it (1) is the owner of the Goods; and (ii) is authorised to accept these conditions not only on behalf of itself, but also as agent for and on behalf of all other persons who are or may become interested in the Goods. The Customer and/or the Sender hereby indemnify and hold MGD EXPRESS ONLINE harmless from and against any damages, costs and expenses resulting from any breach of these warranties.

9.2 The estimated transit time for delivery utilising Courier Lockers is equal to 1 – 4 business days;

9.3 It is the Customer's responsibility to ensure that the destination to which the parcel has to travel (destination locker) or address, contact details of the recipient, including full names and surnames as well as email addresses are clearly written on the parcel;

9.4 Both the Sender and recipients' details have to appear in full, in order to receive a PIN code;

9.5 The responsibility to collect the package, rests at all times with the Recipient and the Recipient has 48 hours, following a notification by PIN code, to do so, to collect the parcel at the destination locker, failure will result in the package being returned to the nearest MGD EXPRESS ONLINE Depot. Full re-delivery fees will be applicable;

9.6 Each and every package can be tracked using the MGD EXPRESS ONLINE tracking website. Alternatively the Customer can log into their own account and view the parcel's status, under 'history';

9.7 Track your parcel on [www.https://mgdexpress.online](https://mgdexpress.online)

The above clause constitutes an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility of establishing the conditions of the Goods at the time of the delivery.

The above clause requires you to indemnify MGD EXPRESS ONLINE against claims, loss, damages or harm that may be suffered by MGD EXPRESS ONLINE as a result of the events that are set out in the above clause. You are also required to indemnify MGD EXPRESS ONLINE against claims for loss, damages and harm that may be made by any person or entity as a result of the events set out in the above clause. This places various risks, liabilities, obligations and legal responsibilities on you and you will be responsible and be liable for the payment of the value of the claims, loss, damages and harm that may be suffered or claimed.

Furthermore, this clause contains statements which are acknowledgements of fact by you. The Customer will not be able to deny that the statements are true. MGD EXPRESS ONLINE may act against you and may have claims against you as a result of these statements. You will not be able to take any action against MGD EXPRESS ONLINE if you suffer harm as a result of these statements.

## **10. Company liability**

10.1. To the maximum extent permitted by law, MGD EXPRESS ONLINE and its employees are not liable for any loss or damage to the Goods. Subject to the further provisions of these conditions, MGD EXPRESS ONLINE may consider whether it

wishes to reimburse a Customer in limited circumstances, provided that the Customer lodges a claim in writing within 48 hours after delivery of the Goods to the Recipient(see INSURANCE AND ASSUMPTION OF LIABILITY below – not applicable to Courier Locker Services). Any claims received by MGD EXPRESS ONLINE after this time period will not be considered. Notwithstanding the above and to the maximum extent permitted by law:

10.1.1. MGD EXPRESS ONLINE's liability shall not exceed R1,000 (ONE THOUSAND RAND) per consignment of Goods (for all services, excluding Courier Lockers);

10.1.2. MGD EXPRESS ONLINE shall not be liable for indirect or consequential loss or damage to any consignment of Goods;

10.1.3. MGD EXPRESS ONLINE shall not be liable whatsoever for any loss or damages howsoever arising in respect of late or non- delivery of any Goods;

10.1.4. MGD EXPRESS ONLINE shall not be liable for any loss or damage whatsoever caused by the perishable, fragile or brittle nature of the Goods and packaging;

10.1.5 MGD EXPRESS ONLINE shall not be liable for any loss or damage whatsoever caused whilst the parcel is in transit (loaded and in the back of the vehicle/truck);

10.1.6. MGD EXPRESS ONLINE shall not be liable for loss or damage to any parcel exceeding the prescribed size or weight limitations being 1m x 1m x1 m and 50 kilograms and in the event of Courier Lockers' limitations being in accordance with the box sizes and the weight limitation being 20 kilograms.

## **11. Loss or damage to goods**

11.1. All parcels / consignments will be transported at the risk of the Customer.

11.2. All damages and impairments experienced by the Goods from the arrival at the warehouses that MGD EXPRESS ONLINE designates for the purpose, by force majeure, will be at the Customer's own risk and expense.

The above clause constitutes an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility of the costs associated with the damages and/or impairments to Goods as a result of force majeure.

11.3. To the fullest extent permitted under the law, MGD EXPRESS ONLINE will not be responsible in case of loss, damage, delay or incorrect delivery or lack of total or partial delivery of the merchandise that is a consequence of circumstances beyond the control of the carrier: natural disasters, force majeure, strikes, and national alterations in the air, land or sea transport networks.

11.4. To the fullest extent permitted under the law, MGD EXPRESS ONLINE shall under no circumstances be liable for:

11.4.1 Loss or damage incurred through Goods being tendered with inadequate packaging and packing;

11.4.2 Any loss or damage whatsoever caused by the perishable, fragile or brittle nature of the Goods and packaging;

11.4.3 Loss or damage to any parcel exceeding the prescribed size

11.5 Notwithstanding anything to the contrary contained or implied in this clause 11 (eleven), no assumption of liability by MGD EXPRESS ONLINE is extended to the following, which includes, but is not limited to: second-hand consignments, mechanical or electrical Goods unless contained in brand new and original packaging, antiques or antiques of any description, includes items meant for reselling purposes, as well as items like boardgames, collectables, firearms (or parts thereof), ammunition, live animals or living organisms of any description, biological substances (infectious or non-infectious), bank and treasury notes, bullion, bulk cargo of any description, cash, deeds, designs, documents, sculptures, asbestos, paintings, signage (of any kind), explosives, furs, coins, platinum, gold or any bullion, silver / silver nuggets, ivory, models, moulds, patterns, plans, precious metals, Magnets, specie, travellers cheques, brass and scrap metal, Sporting goods of any kind (fishing rods, rackets, canoe's etc.), Musical instruments, any illegal substances, drugs, narcotics and psychotropic, cannabis, any cannabis related products containing THC, human or animal remains (including ashes), immoral articles, seafood, fresh produce, frozen Goods, aircrafts, any Goods placed in a flyer, where the flyer would, in the ordinary, not be sufficient packaging for the consignment, plants and / or edibles, any excluded item irrespective of its packaging, breakable, scratchable, brittle, bendable Goods, such as glass (including windshields and windows), ceramic and/or basins, be it shatterproof or reinforced, or plastic, such as Perspex, Goods of a liquid nature (drums, tubs and / or containers), jewels (of any nature) / valuables / precious stones / pearls / gold / silver and the like, Goods with a

value exceeding the limited liability offered by MGD EXPRESS ONLINE (MGD EXPRESS ONLINE will not accept any liability for any Goods excluded from MGD EXPRESS ONLINE's liability), cosmetic material (of any nature), Goods made/manufactured/produced from any form of wood (irrespective of the size and / or strength of the wood), furniture of any kind, any solar related Goods, or Goods utilising solar panels in any way form and/or nature, Goods relating to a generator or inverter, Goods which have running liquids or operates with liquids (whilst the liquids are inside the consignment), any form of batteries, Goods relating to motor vehicles (including, but not limited to: body panels, windows, windshields, mechanisms, electrical components and/or mechanical components, engine spares), trophies, documents and paper – (i.e. contracts, wills, original invoices, ID's, Passports, driver licences etc), medallions, refrigerated and/or frozen Goods (due to the longevity of its life span), Camping & outdoor equipment, blinds and/or railings (due their brittle and breakable nature), Custom built computers with the components taken out of its original packaging, laser cut and/or 3D products (electronic in nature and guarantees are with the supplier), ink toners and/or cartridges, a film or publication which falls in the category of XX or X 18 in terms of the Films and Publications Act 65 of 1996 as amended, unless MGD EXPRESS ONLINE agrees (subject to legislation and regulations) in writing prior to the Goods being tendered to accept liability for the handling of the items listed in this clause;

11.6. To the maximum extent permitted by law, MGD EXPRESS ONLINE is not liable for any consequential losses, including as a result of its negligent (including gross negligence) acts or omissions or those of its servants, agents, or agents on whose behalf MGD EXPRESS ONLINE would be liable, in respect of any loss or damage sustained by the Customer and/or the Sender of any nature whatsoever or any damage caused to the assets of the Customer and/or the Sender or assets kept on its premises by any third parties or in regard to the Customer and/or the Sender's business or sustained by any of its Customers, howsoever caused including the negligent, grossly negligent and acts or omissions of MGD EXPRESS ONLINE, its services, agents or others for who it may be liable to in law.

11.7 If MGD EXPRESS ONLINE is, for any reason, unable to effect delivery of the Goods reasonable steps will be taken to return the Goods to the Customer and/or the Sender. The Customer and/or the Sender shall be responsible for the costs of carriage, attempted delivery and return of the Goods.

## **12. Dangerous goods**

12.1. The delivery of packages or objects whose content is contrary to the law is prohibited;

12.2 The Customer accepts all the corresponding responsibilities and MGD EXPRESS ONLINE is totally exonerated from them for this reason.

12.3 The transport of weapons, poisonous or infectious substances, cash, human remains, jewelry, toxic materials, animals and inflammable or dangerous materials, etc., is prohibited, in terms of the Independent Communications Authority of South Africa Notice 2764 of 2024, including but not limited to:

12.3.1 Explosives – ammunition, fireworks, igniters, gunpowder, firecrackers and flares.

12.3.2 Compressed Gas – aerosol products, carbon dioxide gas, cigarette lighter, butane, gas, diving tanks, fire extinguishers and propane tanks.

12.3.3 Flammable liquids – alcohol, flammable paint and thinners, flammable varnish, oil paints, enamels, petroleum products, benzene, polish and gel.

12.3.4 Flammable solids – metallic magnesium, matches, zinc powder and charcoals.

12.3.5 Oxidising material – some adhesives, some bleaching powders; hair or textile dyes, pool chemicals, hydrogen and organic peroxides, fibreglass repair kits and chlorine.

12.3.6 Poison including drugs and medicines – although some are acceptable in prescription quantities and non-infectious perishable biological substances are accepted when packed and transmitted appropriately, pesticides, agricultural chemicals, mercury compounds, bacteria and viruses.

12.3.7 Radioactive material -radioactive wastes, radioactive sources and smoke detectors.

12.3.8 Corrosives – corrosive cleaning liquid, paint or varnish removers, mercury-filled thermometer, hydrochloric acid and wet batteries.

12.3.9 Miscellaneous – magnetised materials, oiled paper, polymerizable materials, dry ice and lithium batteries.

12.4 No Goods will be received or accepted by MGD EXPRESS ONLINE including radioactive materials which are or may become dangerous, inflammable or noxious,

or which by their nature are or may become liable to cause injury or damage to any person, Goods or property whatsoever without MGD EXPRESS ONLINE's consent in writing prior to the Goods being tendered. Should MGD EXPRESS ONLINE consent to the movement of any of the above, the containers or packaging must be marked accordingly as to comply with the applicable legislation, regulations or requirements of any authority. MGD EXPRESS ONLINE reserves the right to destroy any of the above should the necessary consent not be confirmed in writing prior to the Goods being tendered. Whether or not the Customer and/or the Sender was aware of the nature of the Goods and whether or not MGD EXPRESS ONLINE's written acceptance thereof was obtained, the Customer and/or the Sender hereby indemnify and hold MGD EXPRESS ONLINE harmless from and against loss, damage or liability caused by MGD EXPRESS ONLINE as a result of the delivery or receipt of the Goods. MGD EXPRESS ONLINE shall not transport any prohibited Goods including without limitation any Goods and materials, the carriage of which is prohibited by any laws, rules and/or regulations. In the event the Customer and/or the Sender consigns such items with MGD EXPRESS ONLINE, the Customer and the Sender indemnify and hold MGD EXPRESS ONLINE harmless from and against all claims, damages or losses arising in connection herewith and MGD EXPRESS ONLINE shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon MGD EXPRESS ONLINE having knowledge that such items infringe on these conditions. The Customer and the Sender shall each be responsible and liable, without limitations for all costs, fines, damages, loss of income and/or legal costs which MGD EXPRESS ONLINE may incur as a result of the Customer and/or the Sender's breach of this clause;

12.5. Under no circumstances will MGD EXPRESS ONLINE accept liability for Goods of this nature (as set out above) and Customer and/or Sender must provide written proof that the Goods in question are comprehensively insured with a reputable insurer for the duration of the carriage of the Goods prior to the Goods being taken into MGD EXPRESS ONLINE's care, custody and control.

12.6 MGD EXPRESS ONLINE reserves the right to verify the nature and content of packages entrusted to them should the content appear to violate the provisions in force.

## **13. Insurance & assumption of liability**

13.1 MGD EXPRESS ONLINE does not provide insurance to the Customer and does not grant an assumption of limited liability subject to the below

mentioned. It is thus the Customer's responsibility to insure the parcel with their own reputable insurance company.

### 13.2 Limited Liability Option:

13.2.1 The Customer acknowledges MGD EXPRESS ONLINE offers a limited liability cover for consignments up to a maximum amount of R30,000.00 (thirty thousand rand). This cover is subject to the Customer electing to apply the limited liability by specifically requesting it for their consignment;

13.2.2 The Customer agrees to pay a fee to MGD EXPRESS ONLINE for the limited liability cover, which shall be communicated and agreed upon prior to the acceptance of the consignment. This fee is in addition to any other charges or fees applicable to the transportation or delivery of the consignment;

13.2.3 The limited liability cover provided by MGD EXPRESS ONLINE is subject to the terms and conditions set forth herein and does not extend to cover all types of loss or damage. The Customer acknowledges and accepts that the liability of MGD EXPRESS ONLINE is limited to the maximum amount of R 30,000.00 per consignment unless otherwise agreed in writing;

13.2.4 The limited liability cover provided by MGD EXPRESS ONLINE does not cover losses or damages arising from, which includes but is not limited to, excluded consignments listed in these terms and conditions or the website, acts of God, insufficient packaging, failure to elect the limited liability option, any restriction / limitation listed in these Terms and Conditions etc;

13.3 By electing to apply the limited liability cover and paying the associated fee, the Customer agrees to be bound by the terms and conditions outlined herein.

### 13.4. IMPORTANT TERMS:

13.4.1 MGD EXPRESS ONLINE does not provide insurance to the Customer utilising the Courier Locker service and does not grant an assumption of limited liability whatsoever. It is thus the Sender's and/or Receiver's responsibility to insure the parcel with their own reputable insurance company.

13.4.2 MGD EXPRESS ONLINE is not responsible for the packaging of the Customer's parcel/s and shall not, under any circumstances be liable for any loss or damage to a parcel/s which was not adequately and appropriately packaged to withstand the ordinary rigors and risk of courier transit and road transportation. MGD

EXPRESS ONLINE shall not courier or accept liability for any parcel exceeding the prescribed size limitation.

13.4.3. MGD EXPRESS ONLINE is not responsible for ordinary loss in weight or volume or ordinary wear and tear of the consignment of Goods;

13.4.4 MGD EXPRESS ONLINE is not responsible for loss, damage or expense caused by delay, even though the delay was caused, may be caused by a risk insured against;

13.4.5. Notwithstanding anything to the contrary, no liability shall attach to MGD EXPRESS ONLINE in respect of any parcel submitted via a locker or kiosk where:

13.4.5.1. dimensions or weight are incorrect;

13.4.5.2. the incorrect locker size is used;

13.4.5.3. packaging is inadequate.

13.4.5.4. All such consignments are submitted in breach of these Conditions and at the Customer's sole risk.

The above clauses constitute an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility of the costs associated with obtaining insurance from a reputable insurer.

The above clauses also limit your rights and remedies against us, and these clauses limit and exclude your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risk, damages, harm, and injury which may be suffered by you.

13.5. In the event of the Customer wanting to lodge a claim:

13.5.1 The damaged Goods must be returned to MGD EXPRESS ONLINE together with the original invoice reflecting the purchase price (proof of value) of the item. These are required for assessment and/or salvage prior to consideration of a claim. Should the damaged Goods and proof of value of item/s not be received by MGD EXPRESS ONLINE, MGD EXPRESS ONLINE shall not be obligated to entertain the claim;

13.5.2 In the event of the Courier Locker service, the Customer shall be responsible for the insurance claim with their own reputable insurer and MGD EXPRESS ONLINE accepts no liability for loss and/or damage.

The above clause constitutes an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility of the costs associated with any insurance claims You may make to your insurer.

The above clause also limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risk, damages, harm, and injury which may be suffered by you.

## **14. Warsaw Convention**

When shipments are tendered for international destinations the provisions of and law to the Warsaw Convention may apply and, in most cases, further limits the liability of MGD EXPRESS ONLINE in respect of loss or damage to such consignments.

## **15. Legal**

In cases where non-payments of monies due to MGD EXPRESS ONLINE occur, the Customer and/or the Sender shall be liable for and shall pay all legal costs incurred by MGD EXPRESS ONLINE. The Customer and/or the Sender shall be liable for all costs incurred in the recovery of any monies hereunder, including collection commission, attorney and own client costs, whether incurred prior or during the institution of legal proceedings, or, if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.

## **16. General**

No relaxation or indulgence of these conditions of carriage shall in any way prejudice MGD EXPRESS ONLINE's rights nor shall they be deemed to be a waiver of any of MGD EXPRESS ONLINE's rights in terms of these conditions and no variation, waiver, indulgence and/or relaxation of such conditions shall be binding upon MGD EXPRESS ONLINE.

## **17. Domicilium citandi et executandi**

The Customer and/or the Sender appoints their address as set out under "Details of Customer" in the Trading Account Application as his *domicilium citandi et executandi* for all purposes relating to his agreement and may amend this in writing to MGD EXPRESS ONLINE within seven (7) working days of the change.

## **18. Jurisdiction of Magistrates Court**

Without limiting from the Customer's rights under applicable laws, the Customer and/or Sender hereby consents in terms of Section 45 of Act 32 of 1944 or any amendment thereof to MGD EXPRESS ONLINE taking legal proceedings for enforcing any of its rights under this Agreement for recovery or monies claimable under this Agreement or otherwise, if it so elects, in the Magistrates Court in any district having jurisdiction in respect of MGD EXPRESS ONLINE by virtue of section 28(i) of the aforesaid Act. Furthermore, MGD EXPRESS ONLINE shall be entitled, at its sole election, to institute any proceedings against the Customer and/or the Sender in any Magistrates Court having jurisdiction over it, even though the cause of action or amount claimed is beyond the jurisdiction of the court. This clause does not preclude MGD EXPRESS ONLINE from, at its sole discretion and election, instituting action in the High Court and the Customer and/or the Sender also consents to the jurisdiction of the High Court in the jurisdiction elected by MGD EXPRESS ONLINE.

## **19. Costs**

The Customer and/or the Sender shall be liable for all costs incurred by MGD EXPRESS ONLINE in the recovery of any amount or the enforcements of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and cost of counsels as on brief whether incurred prior to or during the institution of legal proceedings or if judgment has been granted in connection with the satisfaction or enforcement of such judgments.

## **20. Consequential loss**

To the fullest extent under law, under no circumstances whatsoever will MGD EXPRESS ONLINE be liable for consequential losses, including as a result of its negligent (including gross negligence) acts or omissions or those of its servants, agents, or agents on whose behalf MGD EXPRESS ONLINE, would be liable, in respect of any loss or damage sustained by the Customer and/or the Sender of any nature whatsoever or any damage caused to the assets of the Customer and/or the Sender or assets kept on its premises by any third parties or in regard to the Customer and/or the Sender's business or sustained by any of its Customers, howsoever caused including the negligent, grossly negligent, and acts or omissions of MGD EXPRESS ONLINE, its services, agents or others for who it may be liable to in law.

## **21. Severability**

In the event that any term and/or condition, or part thereof, herein are proven to be invalid or unenforceable, then such term and/or condition, or part thereof, shall not affect the validity or

enforceability insofar as the remaining terms and/or conditions, or part thereof, are concerned.

## **22. Whole agreement**

22.1. These terms and conditions (which by inference includes those agreements and conventions expressly referred to herein) constitute the entire agreement between the parties and shall prevail over, exclude and supersede any other terms or conditions, stipulations, warranties, statements of fact or opinion or representations, oral or written, whatsoever have been made or relied upon by either party other than as specifically included herein.

22.2. The Sender expressly confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of MGD EXPRESS ONLINE's services under these terms and conditions.

## **23. Compliance with applicable laws**

No provision of these Conditions:

23.1 Does or purports to limit or exempt MGD EXPRESS ONLINE from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by MGD EXPRESS ONLINE) to the extent that the law does not allow such a limitation or exemption;

23.2 Requires the Customer or Sender to assume risk or liability to the extent that the law does not allow for such assumption of risk or liability; or

23.3 Limits or excludes any warranties or obligations that are implied into these Conditions by the Consumer Protection Act, 2008 (to the extent applicable) or which MGD EXPRESS ONLINE gives under the Consumer Protection Act, 2008 (to the extent applicable) to the extent that the law does not allow them to be limited to excluded.

## **24. No variation**

No variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.

## **25. No waiver**

MGD EXPRESS ONLINE shall not be regarded as having waived or be precluded from exercising any right under these terms and conditions by reason merely that MGD EXPRESS ONLINE has shown any indulgence to the Customer or fails to exercise or delays in exercising any right in terms hereof.

## **26. Condition of payment – Trading limit**

The Company's terms of payment are thirty (30) days from date of statement and may be tendered either by cash or electronic transfer. The Customer is only entitled to trade up to the trading limit authorised and once the trading limit is used and / or reached, payment must be made, in accordance with the used or total amount utilised. The Company shall be entitled to charge the Customer and/or Sender warehousing charges in respect of any period during which the Goods are stored after tender of delivery up to and including the time

of payment of all monies owing to the Company by the Customer and/or Sender. If any amounts owing by the Customer and/or Sender is unpaid on due date, then all other amounts owing by the Customer and/or Sender to the company whether due and payable or not, shall become due and payable forthwith, and the Company shall be entitled but not obliged (and without prejudice to any of MGD EXPRESS ONLINE's other rights against the Customer and/or Sender) by notice in writing to the Customer and/or Sender to rescind or suspend performance of any of its obligations under this agreement and all discounts will be forfeited. The Company shall be entitled to payment of any charges, disbursements or any amounts due to it, notwithstanding that the parties may have a dispute with certain or other invoices or debit notes, whether including or partly including amounts now sought to be charged, and whether or not any notice was given that further debits were to follow. A certificate signed by any Director of the Company shall be prima facie proof of any amount owing to the Company, and if the Customer does not query any invoice sent by the Company in writing within fifteen (15) days from the date of the invoice, such invoice will be deemed correct unless the Customer can provide evidence to the contrary.

## **27. Force majeure**

Neither Party (the "Impacted Party") shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any service when and to the extent such failure or delay is caused by or results from acts beyond the Impacted Party control, including, without limitation, the following: force majeure events ("Force Majeure Event(s)") (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; m) hijackings, or (n) other similar events beyond the reasonable control of the Impacted Party.

## **28. Protection of personal information**

The Customer consents to MGD EXPRESS ONLINE processing personal information and to the confidentiality declaration in terms of the Protection of Personal Information Act.

### **28.1. THE PURPOSE OF THE PROTECTION OF PERSONAL INFORMATION ACT (POPIA)**

The purpose of POPIA is to-

- \* Give effect to the constitutional right to privacy by safeguarding personal information when processed by a private or public body subject to justifiable limitations;
- \* Regulate the manner in which personal information may be processed, by establishing conditions, in accordance with international standards, that prescribe the minimum requirements for the lawful processing of personal information;
- \* provide persons with rights and remedies to protect their personal information from processing that is not in accordance with POPIA;
- \* Establish voluntary and compulsory measures, including the establishment of an Information Regulator, to ensure respect for and to promote, enforce and fulfil the rights protected by POPIA.

28.1.1. The Customer provides personal information voluntarily and at its own risk.

28.1.2. The Customer warrants that all information is accurate and that necessary consents have been obtained.

28.1.3. MGD EXPRESS ONLINE may process, store, and transfer personal information to third parties, including internationally.

28.1.4. The Customer indemnifies MGD EXPRESS ONLINE against all claims, fines, or damages arising from POPIA breaches or unlawful data provision.

28.1.5. MGD EXPRESS ONLINE shall not be liable for unauthorised access unless due to gross negligence.

28.1.6. Use of services constitutes consent to data processing.

28.1.7. The Customer is responsible for correct Recipient information and MGD EXPRESS ONLINE bears no liability for errors.

## 28.2. DEFINITIONS

1. **Personal Information:** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—
  1. a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
  2. b) information relating to the education or the medical, financial, criminal or employment history of the person;
  3. c) any identifying number, symbol, e-mail address, physical address, telephone number, location

4. d) information, online identifier or other particular assignment to the person;
5. e) the biometric information of the person;
6. f) the personal opinions, views or preferences of the person;
7. g) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
8. h) the views or opinions of another individual about the person; and
9. i) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

28.2.2 **“Process information”** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting of personal information.

### 28.3. CUSTOMER CONSENT

28.3.1 MGD EXPRESS ONLINE undertakes to process the personal information of the Customer only in accordance with the conditions of lawful processing as set out in terms of POPIA and only to the extent that it is necessary to discharge its obligations as provided for in terms of this Agreement concluded with the Customer. The terms “processing” and “personal information” are defined in paragraphs 28.2.1 and 28.2.2 above.

1. The Customer acknowledges that the processing of his/her personal information by MGD EXPRESS ONLINE is both necessary and legally required as it falls within the scope of execution of the contractual obligations of MGD EXPRESS ONLINE. In this regard the Customer agrees:

- \* That he/she has been notified of the purpose and reasons for the collection and processing of his or her personal information insofar as it relates to MGD EXPRESS ONLINE’s discharge of its contractual obligations towards the Customer;
- \* That he/she consents and authorises MGD EXPRESS ONLINE to undertake with the collection, processing and further processing of his/her personal information for the purposes of securing and further facilitating the contractual obligations towards the Customer;
- \* To make available to MGD EXPRESS ONLINE all necessary personal information required by MGD EXPRESS ONLINE for the purpose of securing and further facilitating the contractual obligations towards the Customer.
- \* To the disclosure of his/her personal information by MGD EXPRESS ONLINE to any third party, where MGD EXPRESS ONLINE has a legal or contractual duty to disclose such personal information or such disclosure is necessary for MGD EXPRESS ONLINE to perform its obligations under these Conditions;
- \* The Customer further agrees to the disclosure of his/her personal information for any reason enabling MGD EXPRESS ONLINE to carry out or to comply with any legitimate

business obligation MGD EXPRESS ONLINE may have or to pursue a legitimate interest of MGD EXPRESS ONLINE to perform its business on a day-to-day basis;

\* The Customer authorises MGD EXPRESS ONLINE to transfer his/her personal information outside of South Africa for any legitimate business purpose of MGD EXPRESS ONLINE within the international community. MGD EXPRESS ONLINE undertakes not to transfer or disclose said personal information unless it is required for its legitimate business requirements and shall comply strictly with legislative stipulations in this regard.

#### **28.4. CONFIDENTIALITY UNDERTAKING**

28.4.1 Both the Customer and MGD EXPRESS ONLINE acknowledge that during the performance of both parties' contractual duties, both parties may gain access to and become acquainted with the personal information of both parties. Both parties will treat said personal information as strictly confidential and agrees to respect the privacy of each other;

28.4.2 To the extent that the Customer is exposed to or insofar as personal information is disclosed to him/her, the Customer hereby agrees to be bound by appropriate and legally binding confidentiality and non-usage obligations in relation to the said personal information, taking into consideration the POPIA;

28.4.3 Both the Customer and MGD EXPRESS ONLINE may not directly or indirectly utilise, disclose or make public, in any manner to any person or third party, any personal information, unless such information is already publicly known, or the disclosure is necessary in order for any party to perform his / her / its duties in terms of this Agreement;

28.4.4 The above confidentiality undertaking will be applicable even after termination of this Agreement, for whatever reason. Any non-compliance with the confidentiality undertaking will be subject to the required penalties in terms of the POPIA.

#### **28.5 CUSTOMER RIGHTS**

The Customer/Sender have rights under POPIA, which includes the right to:

28.5.1 Request access to their personal information (commonly known as a "data subject access request"), thereby enabling them to receive a copy of the personal information retained about them;

28.5.2 Request the correction of their personal information, in order to ensure that any incomplete or inaccurate personal information is corrected.

28.5.3 Request erasure of their personal information, where there is no lawful basis for the retention or continued processing of it.

28.5.4 Object to the processing of their personal information for legitimate interest (or those of a third party) and there is something about your particular situation which makes them

want to object to processing on this ground as they feel it impacts on their fundamental rights and freedoms.

28.5.5 Request restriction of processing of your personal information. This enables the Customer/Sender to ask MGD EXPRESS ONLINE to suspend the processing of their personal information in limited circumstances, which may differ by jurisdiction.

28.5.6 Withdraw consent previously given in respect of the processing of their personal information at any time which withdrawal of consent will not affect the lawfulness of any processing carried out prior to your notice of withdrawal. Withdrawal of consent may limit the ability of MGD EXPRESS ONLINE or a third party to provide certain products or services to you, but will not affect the continued processing of personal information in instances in which consent is not required.

28.5.7 If the Customer/Sender wishes to exercise any of these rights, the Customer/Sender must contact MGD EXPRESS ONLINE at [myorder@mgdexpress.online](mailto:myorder@mgdexpress.online)

## **28.6 INFORMATION REGULATOR CONTACT DETAILS**

28.6.1 MGD EXPRESS ONLINE would appreciate the opportunity to remedy any concerns or issues, but the Customer/Sender is also free to contact the Information Regulator (South Africa) at <https://inforegulator.org.za/training/wp/contact-us/>

## **29. Assignment**

29.1 MGD Express Online reserves the right to cede, assign, or transfer any rights and/or obligations arising from this agreement to any third party, at its sole discretion, without prior notice to the Customer (provided such cession, assignment or transfer does not unreasonably prejudice the rights or interests of the Customer). The Customer irrevocably and unconditionally consents to any such cession, assignment or transfer by MGD Express Online and agrees that MGD EXPRESS ONLINE is entitled to cede and / or delegate any of its rights and /or obligations under these Terms and Conditions to any person without the consent of or notice to the Customer.

29.2 The Customer acknowledges and agrees that they shall not cede, assign, or transfer any rights and/or obligations under this agreement to any third party without the prior written consent of MGD Express Online. Any attempt to do so without such consent shall be null and void.

29.3 This clause shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives

## **30. Agreement**

The Customer agrees that these Terms and Conditions of Carriage are fair, just and reasonable taking into account the services which are provided by MGD EXPRESS ONLINE.