

PAXI TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS GOVERN YOUR RELATIONSHIP WITH US AND REGULATE YOUR USE OF THE PAXI SERVICE.

Paragraphs in bold

Please take special note of the paragraphs printed in bold since they:

- constitute an acknowledgement of a fact by You;
- limit and exclude obligations, liabilities and legal responsibilities which we will have towards You and also limits and excludes Your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on You; and/or
- constitute an assumption of risk by You and may result in You being liable for increased or additional costs.

1. Introduction

1.1. For the purposes of these terms and conditions:

- **"Associated Company"** means any subsidiary, fellow subsidiary, fellow division, associated, holding or controlling company of Pepkor Trading (Pty) Ltd and/or any service provider thereof, from time to time;
- **"Business Day"** means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
- **"Collection Site"** means the site which You confirm to send the parcel to using the PAXI Service;
- **"Delivery Site"** means the physical address You intend to send the parcel to using the PAXI Service;
- **"Delivery Type Timelines (DTT)"** means for store-to-store deliveries 3-5 days or 7-9 days (service selection dependant) or for store-to-home deliveries 3-5 days;
- **"PAXI Point"** means any PEP Stores, PEPHome, PEPCell, Tekkie Town or ShoeCity in a city or town in the Republic of South Africa;
- **"Origination Site"** means the site from where a parcel was sent;
- **"OTP"** means one-time password;
- **"PAXI" or "we/us/our"** means PAXI a division of PEP a division of Pepkor Trading (Pty) Ltd (Registration Number 1958/003362/07), a private company registered in accordance with the laws of the Republic of South Africa with registered address at 36 Stellenberg Road, Parow Industria;
- **"PAXI Customer Care Centre"** means the telephonic assistance centre which may be contacted during Working Hours on 086 000 7294 or by chatting to us via Whatsapp on 021 010 1574, its primary function being to assist with any customer related enquiries concerning the PAXI Service;
- **"PAXI Additional Parcel Insurance"** means the optional additional insurance cover for parcels up to R2500 and R5000;
- **"PAXI Service/s"** means shipment of a parcel from one participating PAXI Point to another or to a Delivery Site;

- **"Personal Information"** means your personal information as defined and processed in terms of the Protection of Personal Information Act (Act 4 of 2013);
 - **"Recipient"** means the person who collects the parcel from the Collection Site or takes delivery of the parcel at the Delivery Site;
 - **"Sender"** means the person who instructs us to send the parcel;
 - **"Working Hours"** means the trading hours of the relevant PAXI Point;
 - **"You"** means the Sender or Recipient, or both the Sender and Recipient, depending on the context.
- 1.2. These terms and conditions regulate the shipment of parcels from the Sender to the Recipient. It will become binding on the Sender for each parcel sent from the moment that you hand over the money at the point of sale when the PAXI Service is initiated. Where applicable it will become binding on the Recipient following his/her presentation of the OTP at the Collection or Delivery Site.
 - 1.3. PAXI is entitled to amend these terms and conditions, any feature or benefit and the fees and costs relating to the PAXI Service from time to time and it is Your responsibility to keep abreast of any change to the terms and conditions.
 - 1.4. If You continue to use the PAXI Service after the new rules begin to apply, the amended rules will apply.
 - 1.5. If You have any questions regarding these terms and conditions, You can contact the PAXI Customer Care Centre for assistance.

2. Overview of the PAXI Service

- 2.1. You can select a Collection Site at any participating PAXI Point.
- 2.2. You can select a Delivery Site when registering your Parcel on the PAXI Portal.
- 2.3. You will be requested to provide us with Your details. In this regard, Your cell phone number and a valid form of identification will be requested and You must ensure that the information provided by You is true, accurate, current and complete in all respects. You authorise us to use the information to provide the PAXI Service to you.
- 2.4. You will be required to pay for the PAXI Service in full at the point of sale at the Origination Site.
- 2.5. You must place the item You intend to send into the PAXI flyer bag and once You have sealed it, You must hand it in at the PAXI counter at the Origination Site.
- 2.6. PAXI will confirm Your order by sending You an sms confirmation together with a parcel tracking number.
- 2.7. You can track Your parcel by using Your parcel tracking number at www.paxi.co.za, contacting the PAXI Customer Care Centre, using the PAXI Portal or on the PAXI WhatsApp Bot.
- 2.8. PAXI will send You and the Receiver another sms with an OTP and collection instructions once the parcel has arrived at the Collection Site.
- 2.9. The Receiver will receive a WhatsApp from the Courier with an OTP once the parcel is out for delivery to the intended Delivery Site.

- 2.10. The Recipient will be required to produce the OTP at the Collection or Delivery Site. PAXI will only be required to verify the OTP presented by the Recipient at the Collection or Delivery Site and will not be required to verify the identity of the Recipient. Should the Recipient, for any reason whatsoever, be requested to produce a form of identification, this shall be for PAXI's own internal records.

3. Prohibited items

- 3.1. The "Prohibited Items" are any of the following items: any item that weighs more than 10 kg's and/or is larger than 45cm x 37cm in dimension for a standard flyer bag and 64cm x 51cm in dimension for a large flyer bag; any dangerous goods including, but not limited to explosives, fireworks, crackers, radioactive materials, swords, knives, axes, chainsaws, firearms and/or ammunition and/or weapons, hazardous materials / flammable materials; any items that have contained oil or petrol; perishable food items / bulk foods; human remains / body parts or ashes; illegal goods or goods prohibited by any statute or law; live / dead animals; and valuable cargo including but not limited to precious jewels, gems, metals and money / currency, bullion, traveller's cheques; alcohol; stand-alone lithium metal batteries and lithium-ion batteries; blood samples, laboratory specimens; aerosol cans / sprays, glass, mirrored items, crystal, ceramic, pottery, porcelain, plaster, marble, china, stone, slate, resin, granite and concrete; household goods containing flammable or corrosive liquids, such as oven or drain cleaners, perfume, aftershave, hairspray, nail varnish and remover and antiseptic wipes; specially packaged and sealed liquids, adhesives, paint, oil, creams and gels; and plants, seeds, flowers and plant derivatives; electronic devices, mobile phones, pornography, clinical/biological examples, and prescription medication including Schedules 3 to 6 medication, including narcotics and other prohibited and illegal drugs.
- 3.2. You are not allowed to place Prohibited Items in the PAXI flyer bag. PAXI reserves the right to, without penalty or any liability for alleged damage caused to you in doing so, retain and open a Parcel and/or hand it over to the appropriate authorities should it have a reasonable suspicion that any Parcel contains a Prohibited Item and/or illegal item, and if necessary to destroy the contents without (i) refunding You the PAXI service fee paid, and (ii) the general loss/damage insurance cover as stated in clause 7 below or any other amount whatsoever.

4. Packaging

- 4.1. The obligation is on You to ensure that Your PAXI parcel is sealed and safely packaged to avoid any damage to Your parcel. For this reason, neither PAXI nor Any Associated Company will be liable to you for any damages or loss suffered by You due to physical damage to Your parcel.

- 4.2. You are responsible for ensuring that Your parcel is not overpacked and should not exceed the weight or size dimensions of the specific PAXI flyer bag you have purchased.
- 4.3. You are responsible for ensuring that Your parcel is not taped closed with any other tape than what is provided with the parcel bag.

5. Delivery of parcels

- 5.1. Depending on the service type chosen, Delivery Type Timelines (“DTT”) will apply.
- 5.2. PAXI will use its best endeavours to make sure that any parcel reaches the Collection Site or Delivery Site within the DTT. The DTT communicated by PAXI are estimates and subject to these terms and conditions. Accordingly, PAXI will not be liable for any delay in the delivery of the parcel unless it is directly caused by PAXI or any Associated Company's gross negligence or willful default.
- 5.3. Collection Site orders
 - 5.3.1. Parcels will be held by PAXI for a period not exceeding 14 calendar days from arrival at the Collection Site. PAXI will send You an sms notification after the parcel has arrived at the Collection Site. PAXI may in its sole discretion contact You and/or send You further reminders if the parcel remains uncollected.
 - 5.3.2. If any parcel has not been collected after 14 calendar days, then PAXI will return the parcel to the Original Site and inform You hereof via sms. Thereafter, where a parcel is not collected from the Origination Site within a further 14 calendar days, PAXI shall be entitled to donate the parcel.
- 5.4. Delivery Site orders
 - 5.4.1. The Parcel is subject to a maximum of 3 delivery attempts to the designated Delivery Site.
 - 5.4.2. When a Parcel is out for delivery, the recipient will receive a WhatsApp notification from the Courier.
 - 5.4.3. If, after the 3rd attempt, the Parcel has not been successfully delivered, PAXI will return the parcel to the Original Site and inform You hereof via sms. Thereafter, where a parcel is not collected from the Origination Site within a further 14 calendar days, PAXI shall be entitled to donate the parcel.

6. Safety of OTP and unauthorised use of the OTP

- 6.1. You must keep Your OTP secure and You must not give it to anyone else.
- 6.2. If You suspect that the confidentiality of the OTP has been compromised, You should immediately advise us by contacting the PAXI Customer Care Centre.
- 6.3. If any unauthorised person obtains the OTP in any manner whatsoever, such a person will be regarded as Your proxy with permission and with full authority to collect or take delivery of the parcel at the Collection or Delivery Site on Your behalf, unless You are able to prove that the

person has obtained the OTP as a result of PAXI's gross negligence or wilful misconduct.

7. Limitation of liability

You use the PAXI Services at Your own risk.

- 7.1. Under no circumstances will PAXI or any Associated Company be liable to You for any:
 - 7.1.1. damages or loss suffered by You due to physical damage to Your parcel unless it is directly caused by PAXI's gross negligence or wilful default;
 - 7.1.2. indirect, special and/or consequential losses and/or damages; and
 - 7.1.3. delay or failure to fulfil its obligations under these terms and conditions to the extent that any such delay or failure arises from causes beyond its control, including but not limited to fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riot, terrorist activities, strikes, lockouts and industrial disputes and/or any system outages.
- 7.2. Notwithstanding clause 7.1.2, where PAXI is found to be liable by a court of law or otherwise, PAXI or any Associated Company's liability for any loss suffered by You, will be limited to the amount of R500.00.
- 7.3. In the case of additional PAXI parcel insurance purchased, PAXI or any Associated Company's liability is specifically limited to the value of the parcel or R2500 or R5000, depending on the cover purchased or the value of Your loss, whichever amount is less.
- 7.4. PAXI additional Parcel Insurance Cover vouchers:
 - 7.4.1. Any total loss or theft of a PAXI Parcel whilst in the possession, control or custody of PAXI or any PAXI Service Point or PAXI authorised courier, is limited to the maximum value of R2500, for a R10 parcel insurance cover voucher purchased, or R5000 for a R20 parcel insurance cover voucher purchased respectively, or the value of Your loss, whichever amount is less, payable to the person who has delivered a parcel to a PAXI Service Point, and who has a valid PAXI Parcel Insurance Cover voucher at the time that the PAXI Parcel was lost or stolen.
 - 7.4.2. Only one claim per PAXI Parcel Cover Voucher is allowed.
 - 7.4.3. Exclusion: Any damages to Your PAXI Parcel whilst in the possession of PAXI is not covered. Only total loss or theft of the parcel whilst in the possession of PAXI, is covered.
 - 7.4.4. Premium: R10 for up to R2500 cover or R20 for up to R5000 cover
 - 7.4.5. PAXI parcel cover vouchers are non-refundable.
 - 7.4.6. To activate: WhatsApp Your PAXI Parcel Cover Voucher Number to **021 010 1574** to activate Your voucher within 24 hours of voucher purchase
 - 7.4.7. To claim: Call **086 000 7294** – You must notify us of Your claim within 14 calendar days of the loss of the parcel. You will be asked to provide Your voucher number and parcel number.

- 7.4.8. If you do not submit a claim within 6 months after the loss of Your parcel, Your benefits will be lost. This is in terms of the PAXI embedded insurance and PAXI Parcel Cover Voucher, whichever option applies to Your loss.
- 7.5. Intermediary: Pepkor Trading (Pty) Ltd t/a PAXI (FSP 3247), Underwritten by Abacus Insurance Ltd.

8. Indemnity and warranty

- 8.1. You undertake that You are the lawful owner of the parcel, alternatively that You are the duly authorised representative of the lawful owner of the parcel and that the parcel will not contain any Prohibited Items.
- 8.2. You indemnify PAXI and/or any of its Associated Companies against any damage, loss and/or consequential damage that You may suffer as a result of any breach of any undertaking and/or warranty by You; and incorrect, wrong, unauthorised and/or wrongful instructions or information given by You or any other person authorised or deemed to be authorised to act on Your behalf or as a result of incorrect, unauthorised and/or wrongful delivery or collection of parcels.
- 8.3. You warrant to us that You have the required legal capacity to enter into and be bound by these terms and conditions.

9. Use of Your Personal Information

- 9.1. By making use of the PAXI Services You consent:
- 9.1.1. to PAXI collecting, using and storing Your personal information, including cellphone number, name, identity number and transactional information ("Personal Information") provided during the registration process or thereafter and Your transactional information in order to render the PAXI Service and to comply with legal and regulatory obligations; and
- 9.1.2. that educational and/or informative and/or promotional messages may be sent to You.
- 9.2. The consent provided in terms of clause 9.1 above is voluntary, but if You do not provide such consent to us, we will not be able to provide You with the PAXI Services.
- 9.3. Where You have given us further consent, You also agree to:
- 9.3.1. the processing of Your Personal Information by PAXI and other companies in the Pepkor group ("Pepkor Group"), any of their operators, commercial partners, agents and subcontractors (who may be outside South Africa and in countries that do not have similar data protection laws to South Africa) on the condition that they will keep Your Personal Information confidential and will only use Your Personal Information for the purposes of providing information about products and services to You and to comply with legal and regulatory obligations;
- 9.3.2. the collection of Your Personal Information from any other source to supplement the information which the Pepkor Group has about You;

- 9.3.3. the retention of Your Personal Information indefinitely, unless You object, in which case we will retain such information for as long as legally permitted;
- 9.3.4. the use of Your Personal Information to send You information about products, services and special offers offered by the Pepkor group and its commercial partners that may be of interest to You.
- 9.4. The consent provided in terms of clause 9.2 can be withdrawn by You at any time by contacting the PAXI Customer Care Centre.
- 9.5. If You choose to be excluded from direct marketing campaigns in the future from us, You must advise PAXI by contacting the call center or You can advise us in writing or register a block on any registry which we are bound by law to recognise. We will not charge You a fee to update this request on our systems and we will give effect to changes as soon as reasonably possible.
- 9.6. You must keep us informed of any changes in Your Personal Information provided to us during the registration process.
- 9.7. Subject to applicable law, You may access the Personal Information we have about You by contacting the PAXI Customer Care Centre.
- 9.8. If You are unhappy about the way Your Personal Information is being processed, You should contact the PAXI Customer Care Centre.

10. General

- 10.1. These terms and conditions are the only record of the contract between the parties in regard to the subject matter of these terms and conditions. Unless a court holds otherwise, no party is legally obliged to comply with any term, condition or undertaking not recorded in these terms and conditions, and these terms and conditions replace any arrangement or understanding held by the parties before these terms and conditions governed their relationship.
- 10.2. The parties acknowledge that each provision of these terms and conditions is separate. If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in these terms and conditions. This does not:
 - 10.2.1. make the rest of these terms and conditions illegal, invalid or unenforceable; or
 - 10.2.2. affect the legality, validity or enforceability of any other provision or these terms and conditions as a whole.
- 10.3. PAXI may use the services of any subcontractor for the purpose of fulfilling our obligations under these terms and conditions in whole or in part.
- 10.4. If You breach these terms and conditions and PAXI chooses to ignore this, or if PAXI delays enforcing any of its rights against You, PAXI will still be entitled to use its rights and remedies at a later stage in time or in any other situation where You breach the terms and conditions.

11. Age Restriction

- 11.1. By using the service, you affirm that you are 18 years of age or older.
- 11.2. If you are under the age of 18, you may only use the service with the involvement of a parent or legal guardian.
- 11.3. By using the service, you warrant that you are legally capable of entering into binding contracts and that all information you provide is accurate and truthful.
- 11.4. We reserve the right to refuse service, terminate accounts, or cancel orders at our discretion if we believe that any user violates applicable laws or is under the age of 18 without proper parental or legal guardian consent.