



## **Terms and Conditions for use of this website or any other Zakload.co.za content.**

By using this website and its services you agree to the following terms and conditions:-

We're always asked a lot of questions about our site, so we have put into writing the rules of our site and the terms and conditions governing our site. Your use of our site is acceptance by you of the terms and conditions in this Agreement. If anyone else uses your registration information or account, he or she is also subject to the terms of this Agreement. We ask, and you agree, that any such user has read this Agreement and accepts it. Remember that this Agreement is intended to make everyone's use of our site easier and better. We'll try to keep the "lawyer talk" out of this as much as possible.

If you have any suggestions, ideas or questions about this Agreement or our site, please do not hesitate to let us know. We value your feedback and realize that your thoughts and ideas are often some of the best we receive.

### **CHANGE IS EVERYWHERE**

It seems like change is everywhere around us. And our website is no different. Wouldn't it be a shame if we never updated our site to make it easier to navigate, more user friendly, and more informative? So, we are constantly looking at how to make it better. Every time we make it better, we make changes and updates. Some of the changes we make will be to this Agreement from time to time. You agree that we can make changes in our sole and independent discretion (there is that lawyer talk) to this Agreement and the site, post it on the site and you will re-visit this page periodically, abide by any changes and be bound by the terms.

### **WE BRING OUR USERS TOGETHER**

ZAKLOADS is only a venue. Our site acts as the venue for shippers and truckers to communicate and do business with each other. We don't handle the cash, or control the users in any way. We are an information distribution site for bringing together shippers and truckers in the hauling industry. If there is a dispute by a user or between users, we want to know about it to make sure everyone is doing what they should be doing on our venue. But keep in mind that we are simply a middleman

venue for the trucking business, and in order to protect ourselves, you agree that you will not bring us into any dispute that may arise between users. In order to do so, you agree to indemnify us (pay all fees and costs) associated with our involvement in your dispute and to release ZAKLOADS, its officers, employees, and agents from all claims, demands and damages, actual and consequential, of every kind and nature, known or unknown, in any way connected with such disputes.

We do everything we can to create a positive experience for all users, and we will act promptly on your complaints, but we cannot control the conduct or the business of the many carriers, shippers, freight brokers, consultants and others that use our site. We also provide you with links to other sites not controlled or owned by ZAKLOADS. You agree that we are not responsible for the content and hold us harmless against any liability resulting from your use of these sites. These links are provided solely as a convenience and they do not constitute an endorsement of the contents or owner of such site.

#### **WE HAVE QUALIFIED USERS**

we don't want people and companies not in the business registering on our site. It just adds to our cost, does not benefit you, and means that we have to divert resources from supporting and improving our business and making your experience as positive and productive as possible. In order to register as a user you must be at least 18 years of age and a bona fide carrier, shipper, freight broker or trucking industry consultant. By using our site, you represent that you are one of these.

The use of the ZAKLOADS.co.za venue is for freight matching purposes only. You don't want your competition knowing all of your secrets, do you? We surely don't either. So by registering and using the site, you agree that you will not use any of the information available to compete against us online. No competitors are permitted to register or otherwise gain access to our site or information, so you agree that you won't give your user registration information out except to trust business partners or associates. Our services are only available to individuals and companies that can form legally binding contracts under applicable law.

#### **WE ARE HERE TO SERVE YOU**

ZAKLOADS.CO.ZA is a venue for freight matching services only. We want you to use our site to find and ship freight. If you don't use our site for that purpose, then all of our users will not be getting the best information and having the best opportunity to find the right load at the right time. You agree that you will not duplicate, copy, compile, reproduce, republish or resell for any commercial purpose any information on our site and not use any device, software or routine that may interfere with the operation of the site. You also agree that ZAKLOADS.co.za and you are independent contractors and no partnership, joint venture, agency, employer/employee, franchisor/franchisee,

or any other relationship exists or is intended to be created by this Agreement or your use of the site. In addition, a key part of our service is email communications with our users. By using our service, you agree that we may send you email, that you have elected to participate in our email program, that ZAKLOADS.CO.ZA may forward email messages to you and that you further elect to receive electronic messages without limitation from ZAKLOADS.CO.ZA or its business partners or associates.

#### **INTELLECTUAL PROPERTY**

All content on our site (e.g., text, applications, graphics, forums, logos, trademarks, information, and software) is the property of ZAKLOADS.CO.ZA and is protected by S.A and international copyright, trademark and other intellectual property laws. We authorize you to view and download a single copy of the site content for your personal use. The content on our site may not be distributed, copied or displayed, reproduced or transmitted in any form or manner whatsoever unless you have previously obtained permission from an authorized officer of ZAKLOADS.CO.ZA.

#### **WE ARE YOUR LOW COST PROVIDER**

You know the value in being a registered user, or you are soon to realize the tremendous value of our service. If you are a broker/shipper there is absolutely no charge for basic posting accounts. If you are registering for a load viewing (trucking) or a premium freight posting account or other paid-for service account (in each case, a "Premium Account"), then we will charge you Fees (as defined below). In order to access our Premium Account services you will be required to formally register and create an account.

With respect to Premium Accounts created using a credit card, You give the following authorization:

*I authorize automatic credit or charge card billing by ZAKLOADS.CO.ZA. I agree that the charges described above will be billed by ZAKLOADS.CO.ZA to the credit or charge card that I have provided to ZAKLOADS.CO.ZA in my Premium Account information, or otherwise when I applied for the subscription services provided hereunder. I understand that all fees and charges are nonrefundable. I agree that ZAKLOADS.CO.ZA will not be responsible for any expenses that I may incur resulting from overdrawing my bank account or exceeding my credit limit as a result of an automatic charge made under this Agreement.*

Subscription charges commence upon the date your Premium Account service subscription is activated and will be billed to you each month (for monthly subscriptions) or year (for annual subscriptions) thereafter. Your subscription will be automatically renewed unless you cancel prior

to the renewal date. You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term. You agree to pay all fees and charges, including applicable taxes, incurred through your Premium Account at the rates in effect for the billing period in which such fees and charges are incurred (collectively, "Fees"). We reserve the right to change the amount of, or basis for determining, any Fees, and to institute new Fees, at any time by changing our standard rates. You therefore agree to check our standard rates from time to time and in each case prior to incurring any charges. Changes to standard subscription rates will be posted in our [FAQ](#).

You can cancel your account any time before your monthly billing date and no further charges will be assessed. Cancellations must be made via fax or email only. In the event that you cancel your subscription, the unexpired portion of your subscription will not be refunded, applied to another subscription, or transferred to anyone else and is not convertible to cash or other form of credit. Payments made as part of a monthly subscription cannot be used as credit toward annual subscription charges and are non-transferable. Increases in subscription rates will apply to existing Premium Accounts at the time of their renewal and will not exceed the subscription rate that has been in effect and posted for 30 days. Customers subscribing at specially discounted promotional rates may be subject to varying rate increases, none of which shall exceed the posted subscription rate for the prior 30 days.

You understand that characteristics of our pricing model may evolve and change. We will only make such a change if we determine, in our sole and independent judgment, that it is appropriate to do so. We are dedicated to delivering more than we promise at pricing that clearly creates a great benefit and real value to each user.

#### **WE PROTECT OUR USER BASE**

We have built the site for your use. We try to guard our users against those that may attempt to take advantage of others or who simply do not follow the rules. Therefore, you understand that we have the right to terminate any user's registration or any user's access to the site, at any time, in our sole and independent discretion and judgment. If you are submitting content to our site, you warrant and represent that the information is accurate, that you are authorized to submit the information, and that the information content, format and delivery method is appropriate. In order to protect each user we reserve the absolute right to review, reject or modify the information submitted in our sole and independent discretion. By transferring information you agree that ZAKLOADS.CO.ZA, its affiliates, and assigns are licensed to use the information in a manner we deem reasonable in our sole and independent judgment.

## **DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

Although ZAKLOADS.CO.ZA strives for accuracy in all elements of the site, it may contain inaccuracies or typographical errors. Therefore, WE PROVIDE THE ZAKLOADS.CO.ZA WEBSITE AND OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESSED OR IMPLIED. WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU USE THE SITE AT YOUR OWN RISK. WE DO NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIAL.

## **DISPUTE RESOLUTION**

ZAKLOADS.CO.ZA is focused on the business of providing a world class freight matching service and we want to make sure that our entire organization is available as much as possible to answer your questions and carry on the day to day operations that make our site, and your business, successful. ZAKLOADS.CO.ZA cannot and will not become involved in any dispute between users. Utilising this service. It is the responsibility of parties involved to verify each others credentials in a normal business manner. Should any dispute be brought to the attention of ZAKLOADS, then the other party will be requested to explain, should a explanation not be forthcoming withing 5 (five) working days, or in the sole descretion of ZAKLOADS.CO.ZA not be satisfactory, then ZAKLOADS.CO.ZA has the right to terminate any further access to its systems by that party.

## **GENERAL PROVISIONS**

We want to make sure that the rules governing our relationship are well understood by all parties. In furtherance of this effort, the following general terms govern our relationship, this Agreement and your use of the site: This is the entire Agreement governing the use of the ZAKLOADS.CO.ZA site. No delay by either party shall waive rights under this Agreement. This Agreement is governed by, and to be construed in accordance with, the laws of the Republic of South Africa, without regard to that countrie's conflict of laws provisions. No waiver of any breach of this Agreement shall be a waiver of a waiver of any other provision of this Agreement, and no waiver shall be valid unless in writing signed by the parties. If any provision of this Agreement is held invalid, such provision shall be restated to reflect, as nearly as possible, the original intention of ZAKLOADS.CO.ZA in accordance with applicable law and the remainder of the Agreement shall remain in full force. A registered user shall pay all reasonable costs and attorney fees incurred by ZAKLOADS.CO. ZA in enforcing the terms of this Agreement. This Agreement binds and insures to the benefit of each party's permitted successors and assigns and ZAKLOADS.CO.ZA may assign its right to payments and assign this Agreement without user's consent. The headings in this Agreement are for convenience only and do not alter the rights and obligations of the parties. The explanatory phrases and terms used in the Agreement are illustrative examples and other reasons may exist

justifying and/or explaining the existence of certain terms. The provisions of this Agreement are not for the benefit of any third party.