



## **ANNEXURE B**

### **'ERRAND SERVICES'**

#### **1. DEFINITIONS**

- 1.1. The words 'Driver', 'Shopper' and 'Service Provider' are used interchangeably, but shall all convey the same meaning.
- 1.2. The words 'User' and 'Customer' shall be used interchangeably and will convey the same meaning.
- 1.3. 'Permitted Persons' - refers to any party bound in writing to obligations of confidentiality and non-disclosure; and are herein under obligation to:
  - 1.3.1. Return or destroy all confidential information of the disclosing party, upon the termination of this Agreement or at the request of the other party.

#### **2. GENEREAL**

- 2.1. Get Sorted has no right of control over Service Providers and the instruction shared between the User and Service Provider. It is the obligation of the User to provide instruction to the Service Provider.
- 2.2. Get Sorted hereby permits the identified Driver an exclusive personal right to usage of the application, specifically for the noted purpose of the agreement and only for the duration of the drivers listing.
  - 2.2.1. The right assigned is non-transferable and may not be ceded in any manner or form to any other person or entities.
- 2.3. Notwithstanding anything to the contrary in this agreement, and for the avoidance of doubt, the Driver's ability to access and use the App is at all times subject to their

strict compliance with the requirements of the Application and/or further specific requests from Get Sorted.

### **3. DISCLAIMERS**

- 3.1. Attention is drawn to clause 14 of the Profile Listing agreement.
- 3.2. Get Sorted provides the App solely as a directory for service listing purposes only and provides no warranties and/or guarantees as to the actions or inactions of the Users and Service Providers.
- 3.3. Service Providers hereby indemnify Get Sorted against any and all actions resulting in loss, damages or harm to The User and/or third parties, but for in the instance of gross negligence on the part of Get Sorted.
- 3.4. It is recorded that Get Sorted has not title over or interest of any form in the vehicle used by the Driver and said vehicle is the sole responsibility of the Driver.
- 3.5. Get Sorted accepts no responsibility for delays in receipt of payment by Service Providers and/ or refunds by Users. It is Get Sorted's obligation, in this regard, to release payments in accordance with the service provider's preferred payout frequency (daily, weekly, monthly) upon successful completion of the service.
- 3.6. Each party hereby acknowledges and agrees that:
  - 3.6.1. All confidential and/or proprietary information shall remain the exclusive property of the disclosing party;
  - 3.6.2. It shall not use confidential information of the other party for any purpose except in furtherance of this agreement.
  - 3.6.3. It shall not disclose confidential information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform their obligations under this Agreement.

3.7 Adverse weather conditions, accidents, roadwork, traffic congestion, theft/robbery, or any circumstances beyond Get Sorted's reasonable control may result in delayed, failed, or cancelled deliveries.

3.7.1 In such events, Get Sorted will attempt to contact the customer as soon as possible to reschedule a delivery date and time.

3.7.2 Get Sorted's entire liability to the customer in these circumstances is limited to refunding the customer for the full amount of the order, including associated delivery charges, in accordance with the refund policy in section 8 of this agreement.

#### **4. OBLIGATIONS OF SHOPPERS/DRIVERS**

The Drivers warrants to Get Sorted in relation to the fulfilment of Errands Services that they:

4.1. Shall fulfil the services, as soon as is reasonably possible, as instructed by the User on, without unauthorized interruption and/or stops;

4.2. Shall not access or attempt to access the App or make attempts at the provision of services should they not be in complete compliance with the requirements hereof as confirmed by Get Sorted;

4.3. Shall be limited to only one account on the App, for the purposes of providing errand services;

4.4. Shall be solely responsible for all activities conducted on their account;

4.5. Shall not share or allow anyone to use their login credentials or other personal information used in connection with their Get Sorted profile, including but not limited to photos of themselves, which are used to access the App;

4.6. Shall notify Get Sorted immediately should they become aware of any improper, undue, unauthorised or unwarranted access to their account, compromise of login credentials or personal information;

4.7. This specifically applies to an instance where the Driver commits a breach in terms of the Protection of Personal Information Act 4 of 2013.

- 4.8. Shall not hold Get Sorted liable for any losses which arise from the sharing of their account credentials with a third party and will be held personally liable for any damages occasioned by these actions;
- 4.9. Shall in the provision of the Services, ensure that their vehicle is properly registered, licensed, suitable for Users to be transported in and maintained according to the standards as set out in Annexure B1 below;
- 4.10. Shall at all times, be in possession of a valid driver's license; and all relevant permits and documentation.
- 4.11. Shall ensure that their vehicle is in a safe operating condition, consistent with safety and maintenance standards required of a vehicle for services for nature;
- 4.12. Shall cover the cost of any maintenance, services and repairs in respect of their vehicle;
- 4.13. Shall cover the cost of and maintain insurance in respect of their vehicle, should they elect to have same in place and Get Sorted bears no responsibility in any manner for this insurance inclusive of but not limited to premiums and excess payments;
- 4.14. Shall ensure that they are listed as an insured party and/or a driver on their automobile liability insurance; and at all times maintain third party and all necessary passenger insurance.
- 4.15. Shall provide Get Sorted with a copy of their insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for their policy and any further documentation linked to insurance policy, as well as copies of same upon renewal;
- 4.16. Shall notify Get Sorted in writing immediately should their insurance policy be cancelled;
- 4.17. Shall notify and provide Get Sorted with a complete incident report within **24 (twenty-four)** hours of the incident should they be involved in any incident

and/or accident involving their vehicle which occurred during the fulfilment of their obligations under this Agreement;

- 4.18. Shall notify Get Sorted within **24 (twenty-four)** hours should they be arrested or detained for any offence in relation to or occurring during the provision of services;
- 4.19. Shall permit Get Sorted the irrevocable right to obtain their geo-location during the provision of services;
- 4.20. Shall permit Get Sorted the irrevocable right to share their location with third parties, including but not limited to, Customers for the period leading up to and for the duration of their trip;
- 4.21. Shall not take any action to manipulate or falsify or limit their device geo-location.
- 4.22. Shall ensure that they are contactable by the User and Get Sorted leading up to and for the full duration of their trip;
- 4.23. It is recorded that Get Sorted has the right to temporarily deactivate the account of a Driver without notice for the purposes of investigating any activity that is **potentially** deceptive, fraudulent, unsafe, illegal or harmful to the Get Sorted brand, business or reputation, customer, a third party or that violates this agreement;
- 4.24. Shall permit Get Sorted to permanently deactivate their account without notice should Get Sorted in their sole discretion, determine that there has been a material breach or serious violation of this Agreement;
- 4.25. It is specifically recorded that whilst any dispute, litigation, investigation, inquiry mediation or arbitration is ongoing the account will remain deactivated pending the conclusion thereof unless otherwise decided by Get Sorted, which decision will be at their sole discretion.

## 5. Limitations

The following limitations apply to services provided through the Get Sorted App:

### 5.1 Passenger Capacity:

- 5.1.1 Hatchback: Maximum 2 passengers (excluding the driver).
- 5.1.2 Sedan: Maximum 3 passengers (excluding the driver).
- 5.1.3 Luxury Sedan: Maximum 3 passengers (excluding the driver).
- 5.1.4 Compact Multi-Purpose Vehicle: Maximum 6 passengers (excluding the driver).
- 5.1.5 Motorbike: No passengers permitted.

**5.2 Coverage Distance:** Services are limited to a maximum radius of 30 km in all directions from Cape Town (e.g., to Kuilsriver, Simons Town, Melkbosstrand). High-risk areas, including but not limited to Khayelitsha, Mitchells Plain, Nyanga, Langa, Delft, Guguletu, Manenberg, Bonteheuwel, Grassy Park, Kraaifontein, Mfuleni, Philippi, Hanover Park, Epping, Lavender Hill, Elsiesriver, and Bishop Lavis, are excluded from service coverage. Get Sorted and its drivers reserve the right to cancel or reject orders involving high-risk areas at their sole discretion.

**5.3 Item and Load Limits:**

- 5.3.1 Motorbike: Maximum 35 small items or 5 small grocery bags per order, fitting within a top box measuring 68cm x 53cm x 42cm.
- 5.3.2 Hatchback: Maximum 56 small items or 8 small grocery bags per order, fitting within a boot measuring 80cm x 100cm x 45cm.
- 5.3.3 Sedan: Maximum 84 small items or 12 small grocery bags per order, fitting within a boot measuring 110cm x 100cm x 45cm.
- 5.3.4 Compact MPV: Items must fit within a boot measuring 90cm x 110cm x 55cm.
- 5.3.5 Van: Maximum capacity of 4-6 cubic meters, accommodating items up to 275cm x 130cm x 135cm (e.g., tall fridge: 1.8-2.1m wide, 1.2-1.5m tall).
- 5.3.6 Bakkie/Pickup Truck: Maximum capacity of 1-1.5 cubic meters, accommodating items up to 150cm x 150cm x 50cm (e.g., items up to 2m in length).

**5.4 Time:** The first 60 minutes of service are included in the order. Additional time beyond 60 minutes will incur charges at a rate of R26 per 30-minute period (e.g., 60-90 minutes incurs one additional 30-minute charge; 90-120 minutes incurs two additional 30-minute charges).

**5.5 Distance Between Stores:** For Errand Shopping services, the pickup radius between all stores in an order must be within 10-15 km. This is further limited by the maximum coverage distance of 30 km.

**5.6 Store Requests:** A maximum of 4 store requests per order is permitted to avoid complexity and excessively long orders.

**5.7 Payment:** No cash payments are accepted. All transactions must be completed through the Get Sorted app.

**5.8 Minimum Order Value:** Every request must meet a minimum order value, as specified in the app at the time of booking.

## **6. Restrictions:**

The following items and activities are strictly prohibited under Get Sorted Services:

- 6.1 Animals or livestock.
- 6.2 Cannabis or illegal drugs.
- 6.3 Hazardous materials.
- 6.4 Firearms or weapons.
- 6.5 Excessive alcohol.
- 6.6 Oversized or overweight items exceeding vehicle capacity limits (as outlined in Section 1).
- 6.7 Stolen goods.
- 6.8 Human remains or medical waste.
- 6.9 Passengers on motorbikes.
- 6.10 Cross-border deliveries.
- 6.11 Deliveries to restricted or unsafe areas, including military bases or areas deemed high-risk (as outlined in Section 5.2).
- 6.12 Pornographic or offensive materials.
- 6.13 Hitching rides.
- 6.14 Transporting physical cash.
- 6.15 High-value items
- 6.16 Fragile items without proper packaging.
- 6.17 Deliveries to unverified or vague locations (e.g., "meet me at the corner").
- 6.18 Deliveries to unaccompanied minors.
- 6.19 Transport of unaccompanied minors.

Get Sorted reserves the right to refuse service for any order violating these restrictions.

## 7. PRICING BREAKDOWN:

The Service Provider falling under this Annexure specifically agrees to the below fee structure in replacement of any other presented in the overarching agreement.

### 7.1 Applicability

This Annexure applies specifically to all Errand Services offered through the Get Sorted App, including but not limited to:

- Errand Transport
- Errand Shopping
- Package Delivery
- Move Services

This fee structure replaces any other pricing terms set out in the overarching agreement for these service types.

### 7.2 Pricing Component

All services provided through the Get Sorted App are subject to a **15% tax (VAT)** rate.

The total price payable by the user for an Errand Service is determined by a dynamic pricing model that may include:

- **Base Fee:** A fixed starting fee that varies by service type and vehicle category.
- **Distance Fee:** A per-kilometer charge based on the distance traveled.
- **Time Fee:** A per-minute charge based on the time taken.
- **Additional Time Fee:** An extra fee for services exceeding 60 minutes.
- **Peak/Surge Fee:** A variable multiplier that may apply based on demand, traffic conditions, or other factors.
- **Minimum Fare:** A minimum amount payable for each service, regardless of distance or duration.

The applicable fare calculation will be displayed to the user in the app prior to confirming the booking.

### 7.3 Revenue Split

The total service fee collected is shared between the Service Provider and Get Sorted:

- **Service Provider Payout:** A percentage of the total fare displayed in-app.
- **Get Sorted Payout:** The remaining portion of the fare, retained as a platform fee to cover operational costs.

*Note: Get Sorted may temporarily hold the total fare amount in escrow on behalf of the Service Provider pending successful completion of the service.*

### 7.4 Discretion and Dispute Resolution

In the event of any dispute relating to service quality or pricing adjustments, Get Sorted will apply the standard of a reasonable person in determining a fair resolution. Get Sorted's decision in such matters shall be final and binding.

### 7.5 Fee Adjustment

Get Sorted reserves the right to amend:

- The pricing model (including base fee, distance fee, time fee, additional time fee, surge fee, and minimum fare); and
- The commission percentage retained by Get Sorted.

Any such changes will be communicated to users and service providers via email and/or in-app notification.

It is the duty of both users and service providers to familiarize themselves with the applicable pricing and commission structure prior to advertising services or accepting service requests.

## 8. Liability, Risk, and Driver Rights in Errand Services

## 8.1 Limitation of Liability for Errand Services

8.1.1 Get Sorted facilitates Errand Services through independent contractors (drivers and shoppers), who operate as third-party service providers. While we strive to ensure a reliable and professional service, Get Sorted is not directly responsible for the handling, packaging, or contents of items transported or delivered through the platform.

8.1.2 **To the fullest extent permitted by law**, Get Sorted's total liability to any user for any loss, damage, or theft of goods during Errand Services shall be limited to a **maximum of R1,000 (ONE THOUSAND RAND) per order**, and only in cases where such loss or damage arose due to **gross negligence** by Get Sorted or its appointed agents.

8.1.3 **In no event shall Get Sorted be liable** for:

- Indirect, incidental, special, punitive, or consequential losses;
- Loss or damage of any **prohibited, fragile, perishable, or high-value items** (i.e., items exceeding R1,000 in value) not expressly declared and pre-approved;
- Poor or inappropriate packaging, or failure to secure items adequately for transport;
- Delays, failed deliveries, or service interruptions caused by weather, traffic, accidents, load shedding, road closures, or any event beyond our reasonable control;
- Any loss arising from **unauthorised handovers** or changes in delivery details made outside the app;
- Any item(s) weighing more than the load limits as specified in section 5 of these terms.

8.1.4 Users who request the delivery or transport of items exceeding R1,000 in value **do so entirely at their own risk**. Get Sorted shall bear no liability for such items unless written pre-approval has been granted, and any claim will be limited to the maximum stated herein regardless of the item's actual value.

8.1.5 Claims for loss or damage must be submitted in writing within **24 hours** of completion of the service. Failure to submit a claim within this period will result in forfeiture of the claim. Get Sorted may require reasonable evidence of the item's value and proof of loss or damage in order to process any claim.

8.1.6 Get Sorted makes no warranties regarding the quality, condition, or merchantability of any goods requested or delivered via the platform and **disclaims all implied warranties**, to the fullest extent permitted by law.

## 8.2 Driver Right to Cancel or Refuse Service

Drivers operating on the Get Sorted platform act as independent contractors and **reserve the right to decline, refuse, or cancel any order** at their sole discretion, provided the reason is reasonable and justifiable.

Examples of valid grounds for refusal or cancellation include, but are not limited to:

- The item(s) being **too large, heavy, or improperly packaged** for safe handling or transport;
- The contents appearing to be **prohibited, illegal, fragile, perishable, or hazardous**;
- The collection point being **inaccessible, unsafe, or significantly different** from what was specified in the order;
- The user displaying **aggressive, threatening, discriminatory, or abusive behaviour**, including verbal harassment;
- The order involving any **unreasonable or unclear instructions** that could compromise the driver's safety or violate the platform's terms.

Drivers may also request inspection of the item(s) prior to accepting or proceeding with delivery. If the user refuses, the driver may cancel the service without penalty.

**Get Sorted will not be liable** for any inconvenience or losses resulting from the lawful cancellation of an order by a driver under this section.

## 8.3 Limitation of Driver Liability

Drivers operating on the Get Sorted platform act as **independent contractors**, and not as employees, agents, or representatives of Get Sorted. Each driver is solely responsible for exercising reasonable care in the handling and delivery of items during Errand Services.

To the extent permitted by law, the **maximum liability of any driver** to a customer for loss, theft, or damage to any item transported or delivered via the platform – whether in contract, delict (tort), or otherwise – shall be limited to **R1,000 (ONE THOUSAND RAND) per order**.

In no circumstances shall a driver be liable for:

- Any indirect, incidental, punitive, or consequential damages;
- Loss or damage to **prohibited, fragile, perishable, or improperly packaged items**;
- Items that exceed platform-specified **size or weight limits**;
- Delays, miscommunications, or delivery failures caused by **factors outside their control**, including incorrect address information or unavailability of the recipient.

## **9 OBLIGATIONS IN RE PURCHASE**

The Errand Shopping Service facilitated through the Get Sorted platform operates as follows:

- 9.1 Customers create a shopping list in the Get Sorted app, ranking items in order of priority (highest priority at the top, lowest at the bottom).
- 9.2 Customers specify a maximum spend, representing the total budget for all items on the shopping list.
- 9.3 At checkout, customers pay the maximum spend amount plus applicable service fees through the app.
- 9.4 The shopper, using a card provided by Get Sorted preloaded with the customer's maximum spend amount, purchases items in the order of priority, starting with the highest-priority item and proceeding to the lowest.
- 9.5 If the maximum spend is depleted before all items are purchased, only the items acquired within the budget (prioritized from highest to lowest) will be delivered to the customer.
- 9.6 Any unused portion of the maximum spend will be refunded to the customer in accordance with the refund process outlined in section 8 of this agreement, excluding service fees.
- 9.7 By placing an order, customers acknowledge and accept that the shopper will adhere to the specified budget and priority order, and that not all items on the list may be purchased or delivered, with refunds issued for unspent amounts as applicable.
- 9.8 If an item on the customer's shopping list is unavailable in store, the shopper will proceed to the next item in the priority order, unless the customer has specified a replacement item in the app. If no replacement item is specified, any unused portion of the customer's maximum spend will be refunded upon completion of the order, in accordance with the refund process outlined in section 8 of this agreement, excluding service fees.
- 9.9 In the event that none of the items on the customer's shopping list are available in store for an Errand Shopping order facilitated through the Get Sorted platform, the customer

will be entitled to a full refund of the maximum spend, including all associated service fees, processed in accordance with the refund process outlined in section 8 of this agreement.

9.10 Should there be any external issues which may interfere with the completion of the order, Get Sorted hereby agrees that the Customer's funds will be protected and a reimbursement effected.

9.11 In the event that no one is present at the delivery location, the following procedures apply:

**9.11.1 Errand Shopping:**

9.11.1.1 Upon arrival, the driver will wait for 10 minutes and make a reasonable effort to contact the customer.

9.11.1.2 If the customer does not respond:

9.11.1.2.1 For orders from stores listed on the Get Sorted App, the driver will return the items to the store. The customer may contact support to arrange redelivery (at an additional charge of R75) or cancel the order and request a refund, exclusive of service fees.

9.11.1.2.2 For orders from stores not listed on Get Sorted, the driver may leave with the order and dispose of it. Neither the driver nor Get Sorted bears liability for the items, and the customer is not eligible for a refund.

**9.11.2 Errand Package and Move:**

9.11.2.1 Upon arrival, the driver will wait for 10 minutes and make a reasonable effort to contact the customer.

9.11.2.2 If the customer does not respond, the driver will return the items to the pickup location and cancel the order. The customer will not be eligible for a refund. Redelivery may be arranged at an additional charge of R75.

## **10 Cancellation Terms For Errand Services**

The following terms apply to Get Sorted Services:

10.1 **Errand Transport:**

- 10.1.1 Free cancellation is permitted until the driver is less than 5 minutes away from the pickup point. After this threshold, the customer will be charged the applicable fare.
- 10.1.2 The app allows cancellation at any time before the trip begins, subject to the terms outlined above.
- 10.2 **Errand Package and Move:**
  - 10.2.1 Free cancellation is permitted until the driver is less than 5 minutes away from the pickup point. After this threshold, the customer will be charged the applicable fare.
  - 10.2.2 If cancellation is requested after items have been collected, the driver will return the items to the pickup point, and the customer will not be eligible for a refund.
- 10.3 **Errand Shopping:**
  - 10.3.1 Free cancellation is permitted until the shopper arrives at the first store location.
  - 10.3.2 After the shopper arrives at the first store, cancellation requires the customer to contact support via phone [+27 68 676 4758]. Refunds are not guaranteed and will be processed as follows:
    - 10.3.2.1 If no items have been purchased, the order will be cancelled, and the customer will receive a full refund inclusive of all service fees.
    - 10.3.2.2 If items have been purchased, the customer will be eligible for a refund of any outstanding amounts (e.g., for unvisited stores), excluding service fees.

## 11 Refunds for Errand Services

Refunds will be processed according to the following guidelines:

- 11.1 **Amounts ≤ R100:** The refund will be credited to the customer's in-app wallet and automatically applied to the customer's next order.
- 11.2 **Amounts > R100:** The refund will be processed to the customer's bank account and will reflect within 1-5 business days.
- 11.3 **Damaged, Incorrect or Missing Items:**

11.3.1 If the customer receives damaged goods, incorrect items, or incomplete deliveries, they must notify Get Sorted Support within **24 hours** of receiving the delivery.

11.3.2 In such cases, Get Sorted will initiate an investigation, which may include requesting photographic evidence or proof of the issue.

11.3.3 If the complaint is validated, one of the following resolutions will apply:

11.3.3.1 If the damage or error is attributed to the shopper/driver (e.g. poor handling, not following instructions), the customer will receive a **full or partial refund** depending on the severity of the issue.

11.3.3.2 The shopper/driver will **not be compensated** for that portion of the job (and may have their earnings for that trip reduced or withheld).

11.3.3.3 If the issue is due to a store error, provider error, or manufacturer fault, Get Sorted will assist the customer in resolving the matter with the store/provider directly. Get Sorted is not responsible for product defects unrelated to shopper actions. The customer may be eligible for a full or partial refund. In such circumstances, refunds will be deducted from the store/provider's payout.

11.4 Incomplete or Failed Errand Completion:

11.4.1 If the driver/shopping agent **fails to complete the errand** (e.g. refuses to return items, abandons task midway, or goes offline without completing the delivery), the customer will be eligible for a **full refund**.

11.4.2 In such cases, the shopper/driver will **forfeit any payment** for the incomplete job and may be **suspended or removed** from the platform.

11.5 Driver/Shopper Misconduct:

11.5.1 If the shopper or driver exhibits unprofessional or unsafe behaviour (e.g., harassment, threats, unsafe driving), the customer may request a refund, even if the errand was completed.

11.5.2 Such incidents must be reported within 24 hours and will be evaluated by the Support team.

11.5.3 If the complaint is validated, the customer will receive a **full refund**, and the service provider will not be compensated.

11.6 Late Delivery or Pick-up:

11.6.1 For late deliveries or pick-ups, customers may request a **partial refund** if the delay is substantial and unreasonably impacts the value of the service.

11.6.2 Late arrival must exceed **60 minutes** beyond the estimated time for a refund to be considered, unless due to factors outside the provider's control (e.g., road closures, extreme weather).

11.6.3 Refunds granted for late deliveries will **not affect the driver's full compensation**, unless it is proven that the delay was due to **negligence or unauthorized deviation** from the task.

11.7 Customer No-Show or Inaccessibility:

11.7.1 If a customer is unreachable or unavailable at the collection or delivery point for **more than 10 minutes**, the shopper/driver may cancel the order, and the customer will **not be entitled to a refund**.

11.7.2 The shopper/driver will be entitled to **full compensation**.

11.8 Refund Disputes and Finality:

11.8.1 All refund requests must be lodged within **24 hours** of service completion.

11.8.2 After this time, Get Sorted reserves the right to reject any claims.

11.8.3 Refunds and resolutions issued by Get Sorted are **final and binding**, and not subject to further negotiation.

11.9 Notwithstanding the above specific terms, should a User receive a service which they deem as unacceptable; sub-standard of a reasonable service provider; or of poor quality (including but not limited to damaged goods, incorrect items delivered, or improper handling of items), the User may submit a complaint to Get Sorted Support within **24 hours** of the incident.

11.9.1 Upon receipt of the complaint:

11.9.1.1 Get Sorted will immediately notify the relevant Service Provider (driver/shopper).

11.9.1.2 The User may be entitled to a **partial or full refund**, subject to Get Sorted's assessment.

11.9.2 The complaint will be considered valid **only** if:

11.9.2.1.1 The complaint is received within **24 hours** of the service occurring.

11.9.2.1.2 Sufficient evidence (such as photos, receipts, or screenshots of the order) is provided to support the complaint.

11.9.3 **Assessment Criteria:**

11.9.3.1.1 All assessments will be at the **sole discretion of Get Sorted**, and will be based on the standard of what is reasonably expected from a service provider under similar circumstances.

11.9.4 **Timeframes:**

11.9.4.1.1 Get Sorted will respond to complaints within **5 business days** of receiving the report.

11.9.5 Get Sorted **reserves the right**, but is not obliged, to intervene or mediate in any dispute between a User and a Service Provider.

11.9.6 Repeated complaints or serious verified incidents may result in a warning, suspension, or permanent deactivation of the Provider's account.

## **ANNEXURE B1**

### **'VEHICLE STANDARDS'**

1. Get Sorted reserves the right to alter, change and/or modify the vehicle standards as set out below, as the services offered on the App evolve, some of which will be communicated to all listed Service Providers in writing.

#### **2. AGE OF THE VEHICLE**

2.1. Vehicles used by Service Providers on the App should not be older 5 years from the date of manufacture.

#### **3. VEHICLE CONDITION**

3.1. The exterior body of vehicles must be in good condition, free of dents, scratches and/or chipped paint.

3.2. The interior of the vehicles must be clean and odor-free with no stains and/or tears on the upholstery.

3.3. Vehicles must have functioning air conditioning, heating, windows and doors.

3.4. Drivers are to ensure that there is adequate space for passengers and/or any small personal items and packages.

#### **4. VEHICLE TYPE**

- 4.1. Vehicles for services of this nature, need to accommodate at least 4 passengers, excluding the driver and can include sedans, hatchbacks, or a compact SUV.
- 4.2. In addition, there is to be sufficient space in boot/trunk of the vehicles to store Users luggage/small items.

## **5. MANDATORY SAFETY FEATURES**

All vehicles are required to contain the following safety features for Users:

- 5.1. Functional seat belts for all passengers.
- 5.2. Functional windows and doors for all passengers;
- 5.3. ABS brakes.
- 5.4. Airbags, with a minimum of at least 2;
- 5.5. Working headlights, brake lights, taillights, indicators and hooters.

## **6. Safety and Operational Requirements for Motorbike Drivers**

- 6.1 As an independent contractor providing delivery services for Get Sorted, you are solely responsible for your safety and compliance with all applicable laws and these Terms and Conditions.
- 6.2 You must wear a full-face or modular helmet certified to SABS (South African Bureau of Standards) or equivalent international standards (e.g., DOT or ECE) at all times while performing deliveries. Additionally, you must wear protective clothing, including gloves, a padded jacket, long pants, and sturdy over-the-ankle boots, suitable for motorbike operation.
- 6.3 Your motorbike must be roadworthy, as defined by the National Road Traffic Act 93 of 1996, with functional brakes, adequate tire tread, working lights, and no significant mechanical defects. You must provide proof of a valid roadworthy certificate upon request and maintain the motorbike in good condition throughout your engagement with Get Sorted.

- 6.4 You must maintain valid third-party liability insurance as required by South African law, and you are encouraged to carry personally injury or comprehensive coverage. Proof of insurance must be submitted during onboarding and updated annually or upon renewal.
- 6.5 You must hold a valid South African motorcycle learner's permit or driver's licence (Code A1, A, or equivalent) and provide proof thereof during onboarding.
- 6.6 You must wear a high-visibility vest or attach reflective strips to your helmet or motorbike when operating in low-light conditions or as required by law.
- 6.7 You must comply with all provisions of the National Road Traffic Act 93 of 1996, including speed limits and prohibitions on riding under the influence of alcohol or drugs. Use of mobile devices while riding is prohibited, except for hands-free navigation where permitted by law.
- 6.8 You must report any accident, injury, or near-miss occurring during a Get Sorted delivery to us within 24 hours, providing reasonable details of the incident.
- 6.9 You acknowledge that motorbike delivery carries inherent risks, and Get Sorted shall not be liable for any injury, loss, or damage resulting from your failure to adhere to these safety requirements or applicable laws. Failure to comply with this clause may result in termination of your contract at our discretion.
- 6.10 Upon request, you must provide updated proof of insurance, licensing, and motorbike condition annually or as reasonably required by Get Sorted.

## **7. Safety and Operational Requirements for Car Drivers**

- 7.1. As an independent contractor providing delivery services for Get Sorted, you are solely responsible for your safety and compliance with all applicable laws and these Terms and Conditions.
- 7.2. You must wear a seatbelt at all times while operating your vehicle, as required by the National Road Traffic Act 93 of 1996.
- 7.3. Your vehicle must be roadworthy, as defined by the National Road Traffic Act 93 of 1996, with functional brakes, adequate tire tread, working lights, and no significant mechanical defects. You must provide proof of a valid roadworthy certificate upon request and maintain the vehicle in good condition throughout your engagement with Get Sorted.
- 7.4. You must maintain valid third-party liability insurance as required by South African law, and you are encouraged to carry additional collision or comprehensive

coverage. Proof of insurance must be submitted during onboarding and updated annually or upon renewal.

- 7.5. You must hold a valid South African driver's licence (Code B, EB, or equivalent) and provide proof thereof during onboarding.
- 7.6. You must comply with all provisions of the National Road Traffic Act 93 of 1996, including speed limits and prohibitions on driving under the influence of alcohol or drugs. Use of mobile devices while driving is prohibited, except for hands-free navigation or calls where permitted by law.
- 7.7. You must ensure all delivery items are securely loaded to prevent shifting or obstruction of your view, in compliance with safe driving practices.
- 7.8. You must report any accident, injury, or near-miss occurring during a Get Sorted delivery to us within 24 hours, providing reasonable details of the incident.
- 7.9. You acknowledge that vehicle delivery carries inherent risks, and Get Sorted shall not be liable for any injury, loss, or damage resulting from your failure to adhere to these safety requirements or applicable laws. Failure to comply with this clause may result in termination of your contract at our discretion.
- 7.10. Upon request, you must provide updated proof of insurance, licensing, and vehicle condition annually or as reasonably required by Get Sorted.