

A young woman with dark, curly hair is smiling broadly, looking upwards. She is wearing a light-colored, possibly wet, spaghetti-strap top. The background is dark with out-of-focus warm lights, suggesting an outdoor night event. A blue semi-transparent banner is overlaid on the bottom left.

NETSTAR

A SUBSIDIARY OF ALTRON

NETSTAR SAFE DRIVE

*GET YOURSELF & YOUR
VEHICLE **HOME SAFELY***

JUST CALL US FOR A RIDE

Netstar Safe Drive is our new designated driver service. When you are over-the-limit and can't drive yourself back home, just give us a call.

-  Safest option for you & other road users
-  Avoid roadblocks & imprisonment
-  Cheaper than other airport e-hailing services

NETSTAR SAFE DRIVE

Our **DESIGNATED DRIVER SERVICE** that gets you home safely after a night out, from the airport, or whenever you need a ride.

MONTHLY CONTRACT:

| **R 65** ^{p/m} | Available to the main member

YOU GET

-  6 Take-me-home Rides (Annually)
-  Non-drinkers can swap out for airport shuttles or point-to-point rides

HOW IT WORKS

When you call us, two drivers are dispatched to your location. The main driver brings you home in your own car, followed by the 2nd driver to collect the first one – after dropping you off.

Netstar Safe Drive is ideal for:

- | Airport shuttles
- | Baby showers
- | Staff parties
- | Weddings
- | A night out
- | When you're too tired to drive
- | Varsity students



TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 The "Service" means the chauffeur service rendered by Netstar Safe Drive to the Member in terms of this Agreement.
- 1.2 "Service call out" means the action in which the Member contacts our call centre on the National Booking Number: 087 235 1011 and requests the Service from a Collection Point to the Drop Off Point.
- 1.3 "Pre-Booking" means a Service Call Out made at least 4 (four) hours prior to the collection time, requesting a specific collection time.
- 1.4 "Ad Hoc Booking" means a Service Booking with 2 (two) hour notification.
- 1.5 "Operating Hours" means:
Off-Peak Times - Sunday evening to Thursday evening and Peak Times Thursday evening to Sunday morning. Last bookings to be taken by 1 am and last pick-ups at 3 am. Last booking and pick up times apply for both Peak and Off-Peak Times.
- 1.6 "Collection Point" means the address from which the Member requests to be collected for the purposes of using the service.
- 1.7 "Collection Time" means the time the member has stipulated for collection (Note: 1 (One) hour notification period present and to be considered).
- 1.8 "Driver" means a person employed by Netstar Safe Drive, their affiliates or their designated agents as a chauffeur.
- 1.9 "Designated Driver Service" means that the member is transported back home in their own vehicle using a Netstar Safe Drive driver, who is followed by another vehicle to collect him at the final destination.
- 1.10 "Service Area" means the geographical areas in which Netstar Safe Drive provides the service, as outlined on the website www.sdrive.co.za; this is to be amended from time to time at the discretion of the service provider.
- 1.11 "Drop Off Point" means the address where the Member requests to be dropped off on completion of the service.
- 1.12 "Member" means the person who successfully enters into this agreement with Netstar Safe Drive and utilises the service.
- 1.13 "Members vehicle" means the specified vehicle the Member requires the Driver to operate in terms of the "Designated Driver Service" as defined on the website stated in point 1.9.
- 1.14 The "Agreement" means this agreement; any or all other agreements between contracting parties constitute to separate agreements and not fall within the definition and interpretation of this agreement.
- 1.15 "Netstar Safe Drive" means Ec Three (PTY) Ltd (2013/023044/07).
- 1.16 "Trip" shall mean the distance no more than 50kms from point of pickup to point of drop-off, and only in respective cities covered (published on website) to be amended at the discretion of the service provider from time to time. E&OE.
- 1.17 "Packages" shall mean services prepaid in monthly subscriptions as per bundles advertised. Usage exceeding the allowed monthly allocation will constitute to an automatic upgrade to the higher bundle at the respective rates available for viewing on the Netstar Safe Drive website.
- 1.18 Unused benefits, including but not limited to trips, do not carry over and are tacitly forfeited.
- 1.19 "Call Centre Hours" means: Monday to Friday, 08h00 - 17h00.
- 1.20 "Customer Care Hours" shall mean Monday to Friday, 08h00 - 17h00.
- 2.2 The Member undertakes to provide his full co-operation in order for Netstar Safe Drive to carry out the Service. The member acknowledges that this understanding is a material term of this agreement.
- 2.3 The Service will be provided as follows:
- 2.4 The Member must contact the Netstar Safe Drive call centre to log a Service Call Out during the call centre hours.
- 2.5 Netstar Safe Drive will attend to the Service Call Out during the operating hours highlighted in the agreement.
- 2.6 The Member will only be transported from the Collection Point to the Drop-Off Point in the motor vehicle provided by the Member for the Netstar Safe Drive Designated Driver service.
- 2.7 Service call outs must be logged with the Netstar Safe Drive call centre at least 1 (one) hour prior to the closure of the Netstar Safe Drive call centre, the Operating Hours of which are outlined in 1.2 above.
- 2.8 The Member is obliged to remain contactable by the Call Centre after logging a Service Call Out and provide access to the Driver to enter the Collection Point.
- 2.9 The Member shall ensure that Netstar Safe Drive personnel have clear and unimpeded access to the Collection Point at all times relevant to the execution of the Service.
- 2.10 Upon arrival of the Driver at the Collection Point, he shall wait for a period of 15 (fifteen) minutes, allowing the member time to make his way to the specified collection point. The Member is obliged to keep a lookout for the Driver at the Collection Point. Upon expiry of the 15 (fifteen) minutes, the Driver shall be entitled to leave the Collection Point without the Member. Netstar Safe Drive shall be entitled to charge the Member for a Service Call Out cancellation fee.
- 2.11 Netstar Safe Drive will endeavour within reason to arrive at the Collection Point within 1 (one) hour after receipt of notification or as requested by client.

2. SERVICE PROVIDED

- 2.1 Netstar Safe Drive undertakes to provide the Service to the Member during the Operating Hours and within the Service Area.

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- 2.12 The Member may be required to produce acceptable proof of identification when using the Service.
- 2.13 Cancellations are only accepted with at least one hour notice and should only be deemed accepted, once acknowledgement of receipt of the request has been confirmed by Netstar Safe Drive. Should the Member cancel the Service with less than 1 (one) hour notification before the booked Collection Time or not honour the booking request, the Member shall be liable for a Service Call Out cancellation fee.
- 2.14 In respect of Service Call Outs booked for Christmas Eve (24 December), Christmas Day (25 December), New Year's Eve (31 December) and New Year's Day (1 January), no Ad Hoc bookings will be accepted and the Service accordingly Pre-booked. Pre-bookings are taken on a 'first come first serviced' basis and will close once the available number of bookings, as determined by Netstar Safe Drive, has been made. Surcharges and condition of prepayment may apply to bookings made for these days by members.

3. INDEMNIFICATIONS

- 3.1 Netstar Safe Drive undertakes to take reasonable care in providing the Service.
- 3.2 The Member expressly acknowledges that the Service is inherently risky and accordingly agrees to irrevocably indemnify Netstar Safe Drive, its directors, employees and sub-contractors against any claim, including but not limited to third party claims, for material damages, either direct or indirectly to property or in respect of, injury, death or illness which may be instituted against any one or more of them by the Member, his estate or successors in title, arising out of or in connection with, any negligent conduct of Netstar Safe Drive, its directors or employees and subcontractors from being held responsible for any such liability as aforementioned.

- 3.3 The Member expressly acknowledges that the Service is for the Member's use only.
- 3.4 Netstar Safe Drive does not warrant the Service to the Member in case of unforeseen eventualities, ie, Netstar Safe Drive cannot be construed as an emergency assist service, all bookings are to be made in advance.
- 3.5 The Member agrees that the appropriate insurance cover is in place in respect of the Member's motor vehicle and extends to any or all alternate drivers including but not limited to drivers under the age of 25 driving the Member's motor vehicle, so as to include any Netstar Safe Drive representative providing the Service.

4. CESSION

The parties hereby agree that Netstar Safe Drive is entitled to cede any part of or all of its rights and obligations acquired under the Agreement, including but not limited to what is expressly stated within the agreement relating to the service, at any time and to any entity.

5. DOMICILIUM CITANDI ET EXECUTANDI

- 5.1 The Service provider chooses as their domicilium et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:
- 5.2 Physical: Ec Three (PTY) Ltd –305 Umhlanga Rocks Drive, La Lucia, Durban 4051.
Email: admin@sdrive.co.za
- 5.3 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by email.
- 5.4 The Member – the email address and or cell phone number for short message service notification as provided by the Member under Member Details in this Agreement.

6. GENERAL

- 6.1 The Member consents to Netstar Safe Drive sending various communications including invoices and statements through various means including but not limited to email, SMS and telephonic to the contact details as provided by the Member in this Agreement.
- 6.2 As the service provider under the Agreement, Netstar Safe Drive shall be entitled to sub-contract its obligations under this Agreement provided that the sub-contracted service provider shall be liable to the Member for the performance of the Service.
- 6.3 This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- 6.4 No amendment or modification to this Agreement shall be effective unless in writing and signed by authorised signatories of the parties.
- 6.5 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.
- 6.6 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 6.7 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.

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7. DEBIT ORDER INSTRUCTION

The Member / Partner hereby authorises Ec3 to draw against the bank account all charges incurred in respect of the Service and applicable membership package as set out in the Schedule of Rates. Ec3 endeavours to affect all such withdrawals from the Member's bank account on the designated date as specified each month. The Member undertakes to pay any bank charges and processing costs relating to this debit order instruction.

8. FAIR USAGE POLICY

- 8.1 All memberships are subject to "fair usage" and may be cancelled should there be abuse. No more than two (2) trips may be used in a single month, and in the first month of membership only one (1) trip can be used after successful collection of first premium.
- 8.2 Members who have exceeded their annual limit and have not taken an additional package, will be charged R600 per trip and the maximum trip distance allowed will be 50kms radius, thereafter a per km rate will apply (These additional trips are for the members account).
- 8.3 An up-sell option may be offered to the client through the sales department or representative. Unused trips do not carry over into the following month as highlighted in clause 1.17.
- 8.4 Female drivers may be requested for all our services but will be prioritised dependent on area and availability. There is no guarantee this option will be available, and will work on a first-come-first basis.
- 8.5 Vehicular ownership - It is a precondition of all our memberships that the paying member has ownership of a valid licensed motor vehicle. It may be requested from time to time to show proof of ownership and provide registration details. Failure to prove (if requested) may result in the termination of the membership. (E&OE)

9. DURATION OF AGREEMENT

- 9.1 This Agreement will be effective from date of signature hereto and shall continue for a period of 12 months, subject to either party's right to cancel the Agreement on one Month's (as defined) notice in writing.
- 9.2 Should the Member cancel the Agreement within a period of 12 months from date of signature, a reasonable cancellation fee or early termination charge may be levied.
- 9.3 Upon expiration of the Initial Term the Agreement will continue on a month-to-month basis.

10. FORCE MAJEURE

- 10.1 SDrive shall not be liable for any failure to fulfil its obligations under the Agreement to the extent that such failure is caused by any circumstances beyond its reasonable control, including but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God.
- 10.2 Should the Service Provider be unable to fulfil its obligations under this Agreement for a period in excess of 30 (thirty) minutes of the collection time due to circumstances beyond its control, as contemplated in clause 10.1, the Client may, in its sole discretion, cancel the trip in question.

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DISCLAIMER

The services are provided "as is" and "as available." Netstar Safe Drive disclaims all representations and warranties, express, implied, or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, Netstar Safe Drive makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services or any services or goods requested through the use of the services, or that the services will be uninterrupted or error-free. Netstar Safe Drive does not guarantee the quality, suitability, safety or ability of third-party providers. You agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

LIMITATION OF LIABILITY

Netstar Safe Drive shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any use of the services, even if Netstar Safe Drive has been advised of the possibility of such damages. Netstar Safe Drive shall not be liable for any damages, liability or losses arising out of; your use of or reliance on the services or your inability to access or use the services; or (ii) any transaction or relationship between you and any third-party provider, even if Netstar Safe Drive has been advised of the possibility of such damages.

Netstar Safe Drive shall not be liable for delay or failure in performance resulting from causes beyond Netstar Safe Drive's reasonable control. You acknowledge that third party transportation providers providing transportation services requested through some request brands may offer ride-sharing or peer-to-peer transportation services and may not be professionally licensed or permitted. In no event shall Netstar Safe Drive's total liability to you in connection with the services for all damages, losses and causes of action exceed five hundred South African Rands (ZAR R500).

Netstar Safe Drive 's services may be used by you to request and schedule transportation services with third party providers, but you agree that Netstar Safe Drive has no responsibility or liability to you related to any transportation services provided to you by third party providers other than as expressly set forth in these terms. The limitations and disclaimer in this section does not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

INDEMNITY

You agree to indemnify and hold Netstar Safe Drive and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with:

1. your use of the Services or services or goods obtained through your use of the Services;
2. your breach or violation of any of these Terms;
3. Netstar Safe Drive 's use of your User Content; or
4. your violation of the rights of any third party, including Third Party Providers.

SIGN UP TODAY

www.netstar.co.za

TO BOOK A RIDE

CALL 010 211 5445

Our call centre operates 24/7,
however bookings need to be
made at least two hours prior
to when it's needed.