

**BRR and NGR Freight CC trading as Robertson Freight  
(Registration number: CK1999/61922/23).  
WEB SITE TERMS & CONDITIONS OF USE**

These terms and condition are binding and enforceable against all persons that access the BRR and NGR Freight CC trading as Robertson Freight web site or any part thereof (the Robertson Freight web site) in terms of section 11(3) of the electronic communications and transactions (ECT) act 25 of 2002.

If you do not agree to these terms and conditions you must leave the Robertson Freight web site now, as further use will automatically bind you to these terms and conditions.

A copy of the ECT act may be downloaded from: <http://www.polity.org.za/pdf/electroniccommunications.pdf>

**Definitions and interpretation**

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| a. | "Robertson Freight" means BRR and NGR Freight CC trading as Robertson Freight (Registration number: CK1999/61922/23).   |
| b. | "Robertson Freight web site" means the Robertson Freight site located at <a href="http://www.robertson-cpt.co.za">www.robertson-cpt.co.za</a> and includes any part or element thereof;   |
| c. | "User" means any person who enters or uses the Robertson Freight web site, notwithstanding the fact that such a person only visited the home page of the Robertson Freight web site;  |
| d. | References herein to the singular includes the plural and vice versa; and   |
| e. | Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions. |

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| 1. | <b>General</b><br>BRR and NGR Freight CC Trading as Robertson Freight was established in August 1999 and provide services in the clearing and forwarding, Shipping and Freight industry based in Cape Town in the Republic of South Africa and operating through a network of agents globally. |
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**2. Allowed Use & License**

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|-------|--|-------|--|-------|--|-------|--|-------|---|
| 2.1   | Robertson Freight licenses the User to view, download and print the content of the Robertson Freight web site, provided that such content is used for personal, educational and/or non-commercial purposes only.   |       |  |       |  |       |  |       |   |
| 2.2   | Content from the Robertson Freight web site shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Robertson Freight.  |       |  |       |  |       |  |       |   |
| 2.3   | Users may only access and use the Robertson Freight web site for legal purposes.   |       |  |       |  |       |  |       |   |
| 2.4   | The caching of the Robertson Freight web site shall only be allowed if: <table border="1" data-bbox="276 1008 1589 1176"> <tr> <td>2.4.1</td> <td>The purpose of the caching is to make the onward transmission of the content from the Robertson Freight web site more efficient;</td> </tr> <tr> <td>2.4.2</td> <td>The cached content is not modified in any manner whatsoever;</td> </tr> <tr> <td>2.4.3</td> <td>The cached content is updated at least every 12 (twelve) hours; and</td> </tr> <tr> <td>2.4.4</td> <td>The cached content is removed or updated when so required by Robertson Freight.</td> </tr> </table>   | 2.4.1 | The purpose of the caching is to make the onward transmission of the content from the Robertson Freight web site more efficient; | 2.4.2 | The cached content is not modified in any manner whatsoever;                                 | 2.4.3 | The cached content is updated at least every 12 (twelve) hours; and  | 2.4.4 | The cached content is removed or updated when so required by Robertson Freight. |
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| 2.4.3 | The cached content is updated at least every 12 (twelve) hours; and  |       |  |       |  |       |  |       |   |
| 2.4.4 | The cached content is removed or updated when so required by Robertson Freight.  |       |  |       |  |       |  |       |   |
| 2.5   | If any User uses content from the Robertson Freight web site in breach of the provisions detailed herein: <table border="1" data-bbox="276 1218 1589 1365"> <tr> <td>2.5.1</td> <td>Robertson Freight reserves the right to claim damages from the User;</td> </tr> <tr> <td>2.5.2</td> <td>Robertson Freight reserves the right to institute criminal proceedings against the User; and</td> </tr> <tr> <td>2.5.3</td> <td>Robertson Freight shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.</td> </tr> </table>   | 2.5.1 | Robertson Freight reserves the right to claim damages from the User;   | 2.5.2 | Robertson Freight reserves the right to institute criminal proceedings against the User; and | 2.5.3 | Robertson Freight shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User. |       |   |
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| 2.6   | Hyperlinks to the Robertson Freight web site from any other source shall be directed at the home page of the Robertson Freight web site. Robertson Freight shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Robertson Freight web site, if such content was accessed through a hyperlink not directed at the home page of the Robertson Freight web site. Persons that wish to link to content beyond the home page of the Robertson Freight web site shall do so at their own risk and indemnify Robertson Freight against any loss, liability or damage that may result from the use of content from the Robertson Freight web site, if such content was accessed through a hyperlink not directed at the home page of the Robertson Freight web site. Robertson Freight non-liability for deep linking is based on the fact that deep links bypass these terms and conditions. |       |  |       |  |       |  |       |   |
| 2.7   | Users may quote small and reasonable amounts of content available from the Robertson Freight web site only if such quote is placed in inverted commas and acknowledged.  |       |  |       |  |       |  |       |   |
| 2.8   | No person may frame the Robertson Freight web site, in any manner whatsoever, without the prior written consent of Robertson Freight.  |       |  |       |  |       |  |       |   |
| 2.9   | Apart from bona-fide search engine operators and use of the search facility provided on the Robertson Freight web site by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Robertson Freight web site for any purposes, without the prior written consent of Robertson Freight.  |       |  |       |  |       |  |       |   |
| 2.10  | All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Robertson Freight at any time without giving reasons therefore.   |       |  |       |  |       |  |       |   |

**3. Intellectual Property Rights & Domain Name Use**

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| 3.1    | All intellectual property on the Robertson Freight web site, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to Robertson Freight and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Robertson Freight web site are expressly reserved.             |
| 3.2    | Robertson Freight is a registered trademark and Users agree not to use the trademark as elements of a domain name or sub domain name, notwithstanding the fact that such domain name use or registration may be allowed in terms of trademark and/or constitutional law. Upon request to do so a User shall immediately cease to use such domain name and transfer it to Robertson Freight at the cost of the User.  |
| 4.     | <p><b>Software &amp; Equipment</b></p> <p>It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the Robertson Freight web site and/or download content from this web site.</p>  |
| 5.     | <p><b>Disclosures Required by Section 43 of the ECT Act</b></p> <p>Access to the services, content, software and content downloads available from the Robertson Freight web site is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Robertson Freight has the duty to disclose the following information:</p>   |
| 5.1    | The full name and legal status of the web site owner: Robertson Freight South Africa (Proprietary) Limited;  |
| 5.2    | Street address: Unit 29 Foregate Square, Cnr. Table Bay Boulevard & Harbour Road, Foreshore, Cape Town 8001;   |
| 5.3    | Postal address: PO Box 7190, Roggebaai, 8012, South Africa;  |
| 5.4    | Physical address for receipt of legal service: Unit 29 Foregate Square, Cnr. Table Bay Boulevard & Harbour Road, Foreshore, Cape Town 8001;  |
| 5.5    | Main business: The main business of Robertson Freight is detailed at <a href="http://www.robertson-cpt.co.za">http://www.robertson-cpt.co.za</a> ;   |
| 5.6    | The web site address of the Robertson Freight web site is: <a href="http://www.robertson-cpt.co.za">http://www.robertson-cpt.co.za</a>   |
| 5.7    | The official e-mail address of the Robertson Freight web site is: <a href="mailto:neil@robertson-cpt.co.za">neil@robertson-cpt.co.za</a> ;   |
| 5.8    | Membership of self-regulatory or accreditation bodies: IHRSA;  |
| 5.9    | Codes of conduct to which the Robertson Freight web site subscribes: IHRSA;  |
| 5.10   | The Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000 of the owner of the Robertson Freight web site may be viewed on the Robertson Freight site ( <a href="#">click here</a> );   |
| 5.11   | Management: The management profile of Robertson Freight is available from: <a href="http://www.robertson-cpt.co.za">http://www.robertson-cpt.co.za</a> ;   |
| 5.12   | The services associated with Robertson Freight services are available from <a href="http://www.robertson-cpt.co.za">http://www.robertson-cpt.co.za</a>   |
| 5.13   | Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:   |
| 5.13.1 | access to the Robertson Freight web site;  |
| 5.13.2 | the inability to access the Robertson Freight web site;  |
| 5.13.3 | the services and content available from the Robertson Freight web site; or   |
| 5.13.4 | these terms and conditions,  |
|        | shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Cape Town in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following web site: <a href="http://www.arbitration.co.za">http://www.arbitration.co.za</a> ; |
| 5.14   | Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do apply to this web site; and   |
| 5.15   | Users may lodge complaints concerning the Robertson Freight web site with Robertson Freight at Telephone Number: +27 (0) 21 4210222/3/4/5, Facsimile Number: +27 (0) 21 4210404/5, <a href="mailto:neil@robertson-cpt.co.za">neil@robertson-cpt.co.za</a>  |
| 6.     | <p><b>Changes &amp; Amendments</b></p> <p>Robertson Freight expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:</p>   |
| 6.1    | change these terms and conditions;   |
| 6.2    | change the content and/or services available from the Robertson Freight web site;  |
| 6.3    | discontinue any aspect of the Robertson Freight web site or service(s) available from the Robertson Freight web site; and/or   |

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|     | 6.4   | change the software and hardware required to access and use the Robertson Freight web site.   |
| 7.  | <b>Privacy</b>                                  |   |
|     | 7.1   | Robertson Freight shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <a href="http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf">http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf</a>   |
|     | 7.2   | Robertson Freight may electronically collect, store and use the following personal information of Users:  |
|     | 7.2.1   | name and surname;   |
|     | 7.2.2   | contact numbers;  |
|     | 7.2.3   | non-personal browsing habits and click patterns;  |
|     | 7.2.4   | e-mail address; and   |
|     | 7.2.5   | IP address.   |
|     | 7.3   | Robertson Freight collects, stores and uses the abovementioned information for the following purposes:  |
|     | 7.3.1   | communicate requested information to the User; and  |
|     | 7.3.2   | to compile non-personal statistical information about browsing habits, click-patterns and access to the Robertson Freight web site.   |
|     | 7.4   | Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.   |
|     | 7.5   | Robertson Freight may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:   |
|     | 7.5.1   | Robertson Freight shall not disclose personal information from Users unless the User consents thereto;  |
|     | 7.5.2   | Robertson Freight shall disclose information without the User's consent only through due legal process; and   |
|     | 7.5.3   | Robertson Freight may compile, use and share any information that does not relate to any specific individual.   |
|     | 7.6   | Robertson Freight owns and retains all rights to non-personal statistical information collected and compiled by Robertson Freight.  |
| 8.  | <b>Hyperlinks to Third Party Sites</b>          |   |
|     | 8.1   | Robertson Freight may provide hyperlinks to web sites not controlled by Robertson Freight (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and   |
|     | 8.2   | Robertson Freight does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.   |
| 9.  | <b>Security</b>                                 |   |
|     | 9.1   | Robertson Freight shall take all reasonable steps to secure the content of the Robertson Freight web site and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Robertson Freight does not make any warranties or representations that content shall be 100% safe and secure;   |
|     | 9.2   | Robertson Freight is under no legal duty to encrypt any content or communications from and to the Robertson Freight web site and is also under no legal duty to provide digital authentication of any page on the Robertson Freight web site;   |
|     | 9.3   | Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Robertson Freight web site or the server and computer network that support the Robertson Freight web site. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Robertson Freight web site, whether on purpose or negligently, shall, without any limitation, indemnify and hold Robertson Freight harmless against any and all liability, damages and losses Robertson Freight and its partners / affiliates may suffer as a result of such damaging code; |
|     | 9.4   | Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and Robertson Freight reserves the right to claim damages any and all persons concerned with a security failure or breach; and   |
|     | 9.5   | Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Robertson Freight and its partners / affiliates. The ECT Act may be downloaded from: <a href="http://www.polity.org.za/pdf/ElectronicCommunications.pdf">http://www.polity.org.za/pdf/ElectronicCommunications.pdf</a>  |
| 10. | <b>Disclaimer &amp; Limitation of Liability</b> |   |
|     | 10.1  | Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Robertson Freight (including its   |

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|     |   | owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:  |
|     | 10.1.1  | access to the Robertson Freight web site;  |
|     | 10.1.2  | access to web sites linked to the Robertson Freight web site;  |
|     | 10.1.3  | inability to access the Robertson Freight web site;  |
|     | 10.1.4  | inability to access web sites linked to the Robertson Freight web site;  |
|     | 10.1.5  | content available on the Robertson Freight web site;   |
|     | 10.1.6  | services available from the Robertson Freight web site;  |
|     | 10.1.7  | downloads and use of content from the Robertson Freight web site;  |
|     | 10.1.8  | any other reason not directly related to Robertson Freight gross negligence.   |
|     | 10.2  | The Robertson Freight web site is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy him or herself, prior to entering into this agreement with Robertson Freight, that the content available from and through the Robertson Freight web site meet the User's individual requirements and is compatible with the User's computer hardware and/or software. |
|     | 10.3  | Information, ideas and opinions expressed on the Robertson Freight web site should not be regarded as professional advice or the official opinion of Robertson Freight and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Robertson Freight web site.   |
|     | 10.4  | Robertson Freight does not make any warranties or representation that content and services available from the Robertson Freight web site will in all cases be true, correct or free from any errors. Robertson Freight shall take all reasonable steps to ensure the quality and accuracy of content available from the Robertson Freight web site.  |
|     | 10.5  | Robertson Freight does not make any warranties or representations that the Robertson Freight web site shall be available at all times. Users acknowledge that the Robertson Freight web site may be unavailable due to updates or other causes beyond the reasonable control of Robertson Freight, including, but not limited to virus infection, unauthorised access, power failure or other "acts of God".   |
| 11. | <b>Removal &amp; Correction of Content</b><br>Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Robertson Freight web site to Robertson Freight and Robertson Freight undertakes to correct and/or remove such content, or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content. |  |
| 12. | <b>Interception of Communications</b>   |  |
|     | 12.1  | Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Robertson Freight ' right to intercept, block, filter, read, delete, disclose and use all communications send or posted by the User to the Robertson Freight web site, its staff and employees; and   |
|     | 12.2  | The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.  |
| 13. | <b>Entire Agreement &amp; Severability</b>  |  |
|     | 13.1  | Subject to the provisions of the Content Use License, these terms and conditions constitute the entire agreement between Robertson Freight and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Robertson Freight from the User.   |
|     | 13.2  | Any failure by Robertson Freight to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.   |
|     | 13.3  | In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.   |
| 14. | <b>Agreement in Terms of Section 21 of the ECT Act</b><br>The User and Robertson Freight agree that:  |  |
|     | 14.1  | the User shall be bound to these term and conditions and such agreement is concluded in Cape Town (South Africa) at the time the User enters the Robertson Freight web site for the first time or immediately after the User indicated consent as required in Content Use Agreement;   |
|     | 14.2  | data messages (as defined in the ECT Act) addressed by the User to Robertson Freight shall only be deemed to have been received if and when responded to;  |
|     | 14.3  | data messages (as defined in the ECT Act) addressed to the User by Robertson Freight shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;   |

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|  | 14.4 | data messages (as defined in the ECT Act) addressed by the User to Robertson Freight shall be deemed to have been created and send by the User from within the geographical boundaries of South Africa;                   |
|  | 14.5 | electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Robertson Freight ; and  |
|  | 14.6 | the User agrees and warrants that data messages that are sent to Robertson Freight from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally. |

15. **Applicable & Governing Law**  
 Subject to clause 5.13, the Robertson Freight web site is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Robertson Freight web site, its content, services and these terms and conditions.

16. **Legal Costs**  
 Robertson Freight shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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 These terms and conditions were prepared for Robertson Freight by Intelligent Media Solutions ([www.intelligentmedia.co.za](http://www.intelligentmedia.co.za))

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