

Terms of Service

Last Updated: 29 March 2023

Thank you for using Airbagg!

DEFINITIONS

The following definitions apply to the General Conditions of Use.

“*Airbagg*” refers to the company that operates a luggage storage service on the airbagg.co.za site.

“*Company*”: When this policy mentions “Company,” “we,” “us,” or “our,” it refers to Whirl Wind (Pty) Ltd, (6 16th Avenue, Houghton Estate, Johannesburg, South Africa) which is responsible for your information under this Terms & Conditions;

“*Airbagger*” refers to the host who makes their premises available and accepts items for storage via the website airbagg.co.za. This is based on a payment made by the “Customer”. The Airbagger is a legal person and may be an individual or a company. In the latter case, the company will provide the name of an individual who will represent the company in matters associated with Airbagg.;

“*Customer*” refers to the platform user who is requesting a luggage storage service via the website airbagg.co.za from the “Airbagger”;

“*User*” refers to the “Airbagger” or the “Customer” that, when the account is created, accepted these terms, general conditions of use, and benefits from the site. This applies to both service providers or “Airbaggers” as well as “Customers”. Users are solely responsible for the effective implementation of the luggage storage services;

“*Service*” refers to the enablement of services being rendered by an “Airbagger” to a “User” via the website;

“*Storage*” refers to a set of operations and services that “Airbaggers” carry out in order to store the luggage received from “Customers”;

“*Online booking*” is the system by which “Airbaggers” are given access to the “Airbagg” platform, in order to reach “Customers” through a storage booking and payment service. The platform includes the website, payment portals, sms, and email gateways.

“*Payment*” is the amount paid by the “Customer” to the “Airbagger”, using the “Airbagg” platform.

“*Fee*” is expressed as a percentage of transaction value, this is the amount Airbagg will retain as consideration for providing the rental market service.

“*Prohibited items*” refers to any goods or materials whose transportation is prohibited by any law, rule, or regulation.

THE SERVICE

The Airbagg website provides a short-term luggage storage marketplace, with an online booking and payment service. Airbaggers are made accessible to Customers for the purpose of entering a rental arrangement. This arrangement is between the Airbagger and the Customer. Airbagg is not responsible for the terms of this arrangement between Customer and Airbagger.

USING THE SERVICE

By accepting these Terms, Airbaggers submit to taking all reasonable care to ensure that the Customer’s property is not damaged or lost, and is stored in a secure, clean environment.

Airbagg recommends that items of high value and travel documents are not left in storage that has been arranged via the Airbagg website. Airbagg will not be

held liable for any damage, loss, or financial loss occurring due to the use of Airbagg's services.

The Airbagger agrees to allow Airbagg to display customer ratings of Airbaggers' service on the Airbagg Website.

STORAGE DESCRIPTION

Airbaggers will allow Airbagg to display certain details of the Airbaggers business on Airbagg's website. This information will not include the exact location or contact details. Once the Airbagger accepts a storage request from a Customer, and the Customer has paid for the service, Airbagg will provide the exact location and contact details of the Airbagger, to the Customer. These details will be used solely for the purpose of carrying out the transaction concerned.

The Customer in turn agrees to allow Airbagg to share their contact details with the Airbagger, once a booking has been completed. These details will be used solely for the purpose of carrying out the transaction concerned.

By accepting these Terms, the Customer will ensure that all items stored are safe, and legal in terms of South African law. Prohibited items include, but are not limited to: illegal drugs, live animals, firearms, knives, sharp instruments, poisonous substances, and explosives. Airbagg and the Airbagger take no legal responsibility for the storage of illegal items, substances, or stolen goods.

The Airbagger reserves the right to contact the appropriate officials should they have reason to believe that the contents of the bag or other container left for storage are illegal or not safe.

The Airbagger will set the hours of the day during which they will be available to carry out the storage service offered. While these operating hours will be

displayed on the Website, it is the Airbagger's responsibility to ensure that the requested drop-off and pick-up times fall within their operating hours.

The Customer will allow Airbagg to share the Customer's name and contact details, for the purpose of concluding the transaction. These details will be used solely for the purpose of carrying out the transaction concerned.

Airbagg maintains the right to remove an Airbagger from the platform at any time, should they see fit.

Airbagg agrees to remove the Airbagger from the network, be it temporarily or permanently, on request of the Airbagger.

AIRBAGGER PAYMENTS

The Airbagger will be paid the value in South African Rands of every storage transaction, net of a fee withheld by Airbagg. The price quoted to customers is VAT inclusive. The Fee will be a percentage of the gross value of the transaction (i.e. what the customer pays). The size of this Fee will be agreed upon between Airbagg and the Airbagger at the time of Airbagger registration. The Airbagger is free to design their own pricing scheme, but prices must be above a certain minimum price per item stored, at a level in South African Rands that Airbagg will set. (Price Minimum). Airbaggers will be paid the monies due to them according to these terms on a weekly basis.

In addition to the specific terms set out above, the general conditions presented in the rest of this document will apply to both Airbaggers and Customers.

GENERAL TERMS

By accessing and placing an order with Airbagg, you confirm that you are in agreement with and bound by the Terms of Service outlined on this page. These

terms apply to the entire website and any email or other type of communication between you and Airbagg.

Under no circumstances shall the Airbagg team be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if Airbagg team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair, or correction of equipment or data, you assume any costs thereof.

Airbagg will not be responsible for any outcome that may occur during the course of the usage of our resources. We reserve the right to change prices and revise the resource usage policy as and when needed.

CONDITIONS OF USE

Airbagg grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the website strictly in accordance with the terms of this Agreement.

These Terms & Conditions are a contract between you and Airbagg (referred to in these Terms & Conditions as “Airbagg”, “us”, “we” or “our”), the provider of the Airbagg website and the services accessible from the Airbagg website (which are collectively referred to in these Terms & Conditions as the “Airbagg Service”).

Use of the site is subject to acceptance of these Terms of Use. If you violate any of these terms & conditions, we reserve the right to cancel your account or block access to your account without notice.

PLATFORM RULES

You must follow these rules and must not help or induce others to break or circumvent these rules:

- Act with integrity and treat others with respect.
- Do not scrape, hack, reverse engineer, compromise, or impair the Airbagg Platform
- Only use the Airbagg Platform as authorized by these Terms or another agreement with us

ONLINE ACCEPTANCE OF CONDITIONS OF USE

Use of Airbagg is subject to acceptance of these Terms of Service. Only acceptance of the Conditions allows users access to services offered by the Site. The acceptance of these conditions is integral and indivisible: therefore the users can not choose to only apply some of the conditions or to make reservations on them.

For anything not expressly indicated, reference should be made, and are all valid legal provisions under South African law.