**Swift! Xpress General Terms**

**(Effective from 1 April 2025)**

These General Terms for Package Delivery for Clients are set out in accordance with and in addition to the Terms and Conditions for Passengers and Privacy Policy for Passengers, and define the conditions for using Swift! Xpress delivery via the Swift! App.

Anything not covered by these General Terms for Package Delivery for Clients shall be governed by Terms and Conditions for Passengers and Privacy Policy for Passengers. In case of any contradictions regarding using Swift! Xpress delivery, the conditions set forth in these General Terms for Package Delivery for Clients shall prevail. The provisions of the Terms and Conditions for Passengers applicable to Passengers equally apply to the Clients under these General Terms for Package Delivery for Clients.

When using the Swift! App to receive Swift! Xpress delivery services, each Client accepts these General Terms for Package Delivery for Clients and consents to the processing of personal data as outlined in these Terms and the Privacy Policy for Passengers.

**1. DEFINITIONS**

**Swift! App** – a smartphone application for Drivers and Clients to request and receive different services, including Swift! Xpress package delivery and Transportation Services.

**Swift! Platform** – the mobility and delivery platforms operated by Swift!.

**Service Termination Charge** - a fee charged to the Client for cancelling the use of an ordered service, including Transportation Services, after a certain time from the acceptance of the Client's order, as indicated in clause 4.3 of the Terms and Conditions for Passengers and in the Swift! App, and a fee charged to the Client by the Driver for declining the delivery of Prohibited Items or unsuitable packages, as indicated in clause 2.6.

**Client** – means a user of the Swift! App that has ordered a delivery of a Package via the Swift! App and thereby enters into a Delivery Agreement with the Driver.

**Delivery Agreement** – means the agreement between the Client and the Driver for the delivery of the Package.

**Driver** – the person providing Transportation Services and Swift! Xpress package delivery services via the Swift! Platform.

**Drop-Off Location** – means the address where the Client wishes the Package to be delivered.

**Prohibited Items** – means items not permitted to be transferred under the Delivery Agreement and as detailed at clause 2.4.

**General Terms for Package Delivery for Clients** – means these terms and conditions applicable to the relationship between Swift! and the Client in relation to the use of the Swift! App by the Client for Package delivery.

**Package** – means the item subject to the delivery, with the exception of the Prohibited Items listed in clause 2.4 below.

**Recipient** – means the person (including the agent or representative of a legal person) who is located at the Drop-off Location or, where applicable, within a nearby adjacent area, subject to its designation by any means by the Client.

**Transportation Services** – transport service a Driver is providing to the Client whose request the Driver has accepted through the Swift! App.

**User** – means either the Client or the Driver as the context requires.

**2. LEGAL FRAMEWORK**

2.1. The Swift! App enables the Client to order delivery of the Package to the Recipient at a Drop-Off Location by selecting the "Swift! Xpress" category in the Swift! App. The Client acknowledges that delivery of the Package is not a door-to-door delivery and the Recipient must be informed in advance by the Client about the requirement to pick up the Package from the Driver's vehicle. The Client shall ensure that the Recipient is ready to pick up the Package at the time and location designated by the Client to the Driver via the Swift! App. The Driver is not responsible for loading and unloading of the Package.

2.2. For the delivery of the Package, the Client enters into a Delivery Agreement directly with the Driver. The Delivery Agreement is deemed to be concluded from the moment the order for delivery of the Package is confirmed by the Driver via the Swift! App.

2.3. By operating the Swift! App, Swift! acts only as a provider of the information society service and is not a party to the Delivery Agreement. Swift! is not the provider of the delivery services, and is not liable in any way for the performance under the Delivery Agreement. Swift! does not supervise, direct or control the manner in which the delivery of the Package is carried out by the Driver.

2.4. Swift! App may not be used for ordering delivery of packages containing goods that have not been identified as eligible for the Swift! App (the "Prohibited Items"). The Prohibited Items include:

2.4.1. goods that do not fit comfortably in the Driver's vehicle cabin or goods that weigh more than 20 kg;

2.4.2. animals, human beings and other living or dead creatures, including their parts, remains, fluids or substances derived from products originating from animals, human beings or other creatures;

2.4.3. bank notes (including foreign currency), credit cards, securities, jewellery, gift vouchers and similar valuables;

2.4.4. firearms and their parts, ammunition, melee weapons, other items specially designed for attack and defence (e.g knuckles, stilettos);

2.4.5. flammable, combustible, explosive and radioactive or other ionising substances, munitions, gas, infectious, poisonous or corrosive materials which by their nature may pose danger to the environment;

2.4.6. drugs and other psychotropic substances which are subject to special control in accordance with the legislation;

2.4.7. food, alcohol beverages, ethyl alcohol, high-octane oxygen containing impurities, tobacco;

2.4.8. goods, the value of which exceeds R2000;

2.4.9. stolen goods;

2.4.10. fragile items;

2.4.11. goods weighing 0.5kg or less;

2.4.12 other items that are not allowed to be delivered, transported by law and items that cannot be transported, delivered without additional licences, permits, approvals etc, including goods which cannot be delivered due to the limitations pertaining either to the Client or the Recipient (e.g medicine which requires medical prescription).

2.5. The Client must ensure that the Package is in a suitable condition for delivery (including clean, suitable for a delivery in a vehicle) and that the Package is packaged in a way that will ensure the Package will not get damaged and/or its condition will not change until it is delivered to the Recipient.

2.6. The Driver may decline the delivery of a Package if the Driver discovers upon collection or has reasonable grounds to believe that the Package contains Prohibited Items or if the Package does not comply with clause 2.5. In such cases, a Service Termination Charge will be applied to the Client's account.

2.7. The Client is solely responsible for ensuring that Recipient is aware of the details of the Delivery Agreement concluded between the Client and the Driver. The Client shall indemnify, defend or settle and hold Swift! harmless against any loss or damage (including legal costs) which Swift! may sustain or incur, in relation to any third party (including Recipient's) claim, to the extent such claim is based upon any breach by the Client of the provisions of these General Terms for Package Delivery for Clients.

2.8. Swift! is not liable for any failure or non-conformity of performing the Delivery Agreement and assumes no liability for any traffic violations or accidents sustained during the performance of the Delivery Agreement.

2.9. The Driver's total liability for material damage or consequential loss, such as loss, theft, material damage, average or destruction of the items of the Package shall be the greater of (i) the original value of the affected items of the Package; or (ii) the amount of their repair or reconstitution, in both cases up to the limit of equivalent of R2000.

2.10. The Swift! App is provided to the Client strictly on an "as is" basis. Swift! will not be liable for any interruptions, connection errors, unavailability of, or faults in the Swift! App. In no event shall Swift!'s aggregate liability for any and all claims arising out of the use of the Swift! App by the same Client, including those based on tort, agreement or other grounds, exceed the equivalent of 500 USD or the amount of the fees paid to Swift! whichever is lower.

2.11. The Drivers are free to accept and refuse to pick up or deliver the Package before the acceptance of the order for any reason and Driver may request to inspect the contents of the package to determine whether it contains Prohibited Items.

**3. ORDERING DELIVERY OF PACKAGES THROUGH THE SWIFT! APP**

3.1. The Client shall order a delivery of the Package by the Driver to the Recipient at the Drop-Off Location. The Client and the Driver will enter into the Delivery Agreement upon confirmation of the order by the Driver.

3.2 Depending on the size of the Package, the Client shall select from the following categories:

3.2.1 **Swift! Xpress Lite** - Package is limited to a maximum weight of 10 kilograms and its dimensions may not be bigger than 50x30x30cm.

3.2.2 **Swift! Xpress** - Package is limited to a maximum weight of 20kg and its dimensions may not exceed the size of a hatchback or sedan vehicle's boot.

3.3. Should the Client provide the Recipient's information in the Swift! App, the Client represents and warrants that it has obtained consent or agreement from the Recipient for sharing their telephone number(s) and/or other contact details to the Driver via the Swift! App and allowing the Driver to contact them in connection with the performance of the Delivery Agreement. The Client acknowledges and agrees that the Driver may need to contact the Recipient in order to meet its obligations under the Delivery Agreement.

3.4. The Client shall be solely responsible for the Recipient being present at the Drop-Off Location at the estimated time of delivery indicated in the Swift! App. The Client is responsible for sharing the estimated time of delivery with the Recipient. The Client must be available to receive calls via the Swift! App from the moment of ordering the delivery of Package via the Swift! App until the delivery of the Package to the Recipient.

3.5. If the Package cannot be delivered from the Driver to the Recipient, the Driver is entitled to terminate the delivery and charge the Client for the delivery of the Package and, if applicable, the Service Termination Charge. If feasible and possible, the Driver shall return the Package to the Client. Otherwise, the Client shall be able to retrieve the Package from the Swift!'s local office. The Client may be charged by the Driver for returning the Package to the Client or to the Swift!'s local office. Please check the location of the nearest Swift!'s local office on our website.

3.6. Swift!, acting on behalf of the Driver, may terminate the delivery and apply full delivery charges to the Client if the Recipient is not present at the Drop-Off Location within 7 minutes of the Driver's arrival.

3.7. Any delivery time or other time estimate communicated to the Client via the Swift! App are only estimated times. There is no guarantee that the Package will be delivered at the estimated time. The Client acknowledges that delivery times may also be affected by objective factors such as traffic conditions, rush hours and weather conditions.

3.8. Swift! reserves the right to facilitate payment for the reasonable charges associated with the delivery, return, redelivery or disposal of the Client's Package on behalf of the Driver using any of the Client's payment methods selected in the Swift! App (including the Swift! Wallet). Such amounts will be transferred by Swift! to the applicable Driver.

3.9. Swift! does not maintain insurance against loss, damage or tampering with the Package and you acknowledge and agree that all risks associated with the use of the delivery services, including but not limited to loss, damage, or tampering with the Package, shall be assumed by you. If you would like to insure your Package before using the Swift! Xpress delivery service provided by the Driver via the Swift! App, please contact your respective insurance company.

3.10. Cash payment is accepted for Swift! Xpress services through the Swift! App. The Client must provide payment to the Driver upon Package collection.

**4. CANCELLATION AND SUSPENSION OF USE**

4.1. Swift! reserves the right to suspend Client access to the Swift! App immediately and/or halt any Package deliveries if the Client misuses the Swift! App, engages in suspected fraudulent activity, or fails to fulfill obligations under these General Terms for Package Delivery for Clients (such as the Recipient not being present at the Drop-Off Location on multiple occasions).

4.2. The Client may not use the Swift! App for any unlawful purpose, including for the purposes of money laundering. If the Client violates this clause, Swift! may permanently suspend the Client from using the Swift! App.

**5. FINAL PROVISIONS**

5.1. Swift! may amend these General Terms for Package Delivery for Clients from time to time. We will inform you of any changes within a reasonable time period by sending a respective notice. Please feel free to stop using the Swift! Xpress delivery services if you do not agree with the updated terms. If you continue using the Swift! Xpress delivery after the reasonable time period as of the receipt of the notice, you are considered to have accepted the updated terms.

5.2. Nothing in these General Terms for Package Delivery for Clients limits and excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation or alter your rights as a consumer that cannot be excluded under applicable law.

5.3. Swift! reserves the right to terminate the Swift! Xpress delivery category in its sole discretion in the Swift! App at any time. Swift! will notify you of such termination in advance.