



KS Blockchain Investments cc  
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## TERMS & CONDITIONS OF SERVICES

KS Blockchain Investments cc T/A Laaimylorrie.com , registration Number: [CC/2021/03589](#) (hereinafter, referred to as "Laaimylorrie.com") provides an online Site which offers Tools and Services as defined, which Services are accessible at [www.laaimylorrie.com](http://www.laaimylorrie.com) (Laaimylorrie.com Cargo suppliers and Laaimylorrie.com Transporters) through which Laaimylorrie.com (collectively referred to as "Laaimylorrie.com software services") is operational. By using the Site , you agree to comply with and are legally bound by these Terms and Conditions ("Terms"), whether or not you become a registered Member of the Services. These Terms govern your access to and use of the Site and all Collective Content (defined below) and constitute a binding legal agreement between you and Laaimylorrie.com

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Services. Failure to use the Site in accordance with these Terms may result in your restriction of access and use of the Services, cancellation of your membership and civil or criminal penalties.

The Tools and Services comprise of an online website through which Freight Forwarder (as defined, but not limited to) may register Cargo Loads (as defined, but not limited to) to offer to Transporters as loads (consisting of items/goods as defined, but not limited to) and Transporters (as defined, but not limited to) can quote for loads registered by the Freight Forwarder/s. When a Transporter's quote has been accepted by the Cargo Supplier, the items/goods have to be transported, to include or exclude Cargo Insurance as required by the Cargo Supplier/s in respect thereof. By using any of the Services you understand and agree that Laaimylorrie.com is not a party to any agreement to load and transport goods entered into between the Cargo Supplier/s and Transporter/s.

Laaimylorrie.com is not and never acts as a transport broker, agent, insurance broker or insurer. Laaimylorrie.com has no control over the conduct of the Freight Forwarder/ Transporter, Shipper, Insurer and/or other Users of the Site and Services or any Trips, and disclaims all liability in this regard to the maximum extent permitted by law. The only role that Laaimylorrie.com plays herein is to provide a platform for the members of these Services, (the Freight Forwarder/s and Transporter/s) to access information of each other, cargo transport opportunities which may lead to shipment contracts to be concluded between the parties and ultimately the opportunity to utilize a Rating System of each other designed by this platform.



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#### **RATING SYSTEM:**

This Rating System will display public information of the efficiency and quality of the services and history of participant's performance to enhance the use of this unique system for the benefit and ease of use of all contracting participants. Laaimylorrie.com is also not a party to this Rating System and will never be liable to any member or subscriber claims from any participants or any party using the Services or connected to the Services in any way, which may have received a negative rating for performance herein, with or without merits. Laaimylorrie.com will not act as a Mediator or Arbitrator for any disputes which may arise between contracting parties or any subscriber that may use the Services of this platform. Laaimylorrie.com do not make any representations to any members or subscribers of the Services regarding the quality or efficiency of the performance of any users. Transporters must rate the Freight Forwarders service, and the Freight Forwarder must rate the Transporters service.

#### **OTHER KEY TERMS:**

"Available Loads" means goods or items offered for Transportation and/or to be Transported on a vehicle.

"Available Loads" means that portion of the Web Site which permits Users to search for Cargo Loads and Storage, and for Members, to search, identify and/or quote for a cargo load.

"Membership Fee" means the fee charged by Laaimylorrie.com to members for using the platform.

"Software Applications" means all functions the site has to enable a Transporter and a Freight Forwarders to conduct business.

"Cargo" means all freight, including but not limited to, the goods, packages and/or parcels which are to be transported or are in transit to a delivery address.

"Cargo Category" means classification of the goods and items on offer to Transport on a vehicle.

"Cargo Insurance" means the in-transit cargo insurance as provided by the Insurer, through the Insurance Broker, to the Shipper whether in conjunction with a Trip or as a standalone Service as evidenced by a Certificate of Insurance.

"Cargo Supplier App" means an Application where Cargo Suppliers can register to capture loads available for transportation, and monitor goods in transit.

"Carrier" means a Transporter registered on Laaimylorrie.com, available to transport Cargo from one point to another.



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"Certificate of Insurance" shall mean the certificate, evidencing the Cargo Insurance, and which contains, among others, the policy number, details of the Insured, the loading and delivery address, method of transport, value of Cargo, departure and arrival dates coupled with other conditions pertaining to the Cargo Insurance.

"Collective Content" means Member Content and Laaimylorrie.com Content.

"Content" means text, graphics, images, music, software, audio, video, data, information or other materials of Laaimylorrie.com and/or third parties.

"Delivery Date" means the required date on which Cargo is required to be loaded for delivery by the Freight Forwarder.

"Drivers" means the person who has an I.D. document or Passport, a valid driver's licence for the vehicle he drives to do deliveries.

"Environmental Commodity(ies)" means, without limitation, any and all commodities, whether tangible or intangible, bearing commercial and/or other value, that have the potential to be and/or are generated/derived as a result of, and which represent a/the measurable, verifiable and/or certifiable environmental benefit(s) arising from, the performance of the Services, including but not limited to carbon, water, biodiversity, air quality and/or ecosystem offsets/credits; notwithstanding their manner of generation/derivation.

"Environmental Commodities Processes" means any and all standards, mechanisms and/or methodologies, whether at the international and/or national level, as may be required to generate/derive Environmental Commodities; including, without limitation, any and all activities, data and/or practical, operation and/or contractual arrangements required for the successful generation/derivation of Environmental Commodities.

"Freight Forwarder" means the entity which have registered on Laaimylorrie.com to register Cargo Loads they want transported by road from a specified physical address to be delivered to a specified physical address indicating the required Uplift Date of the specified Cargo and required Delivery Date, the estimated weight of the Cargo and the Cargo Category as per specified field/s on the Laaimylorrie.com Website

"Insured" means the Transporter(s), individual(s) or companies who have elected to purchase Cargo Insurance.

"Insurer" means the underwriting entity.

"Load Listing" means the Cargo opportunity uploaded by the Freight Forwarder.



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"Laaimylorrie.com Content" means all Contents that Laaimylorrie.com makes available on or through the Site and its Apps Services, including any Content licensed from a third party, but shall not include a Member's Content.

"Member Content" shall refer to Content, which is uploaded, or otherwise posted by a Member, and in terms of which, a Member either owns, or has a valid license in respect of same.

"Members" means all users who register on Laaimylorrie.com.

"PDP" means Professional Drivers Permit, a permit that was issued pre 1998 to drivers of vehicles that operated on public roads who generate income.

"Permit" means an official document giving someone authorization to do something.

"Rating System" means a system of classifying according to quality or merit or amount. Scoring system. classification system - a system for classifying things.

"Registered Cargo load/s" means registered Cargo on Laaimylorrie.com Website and Freight that needs to be transported. Each registered Available Load representing a single transaction and/or Shipment.

"Services" means the actions by the Freight Forwarder or the transporters shipping Cargo.

"Service Provider" means collectively all service providers to Laaimylorrie.com, which shall include, but not be limited to, the Transporter and Freight Forwarder.

"Software Application" means all functions the site has to enable a Transporter and a Freight Forwarders to conduct business.

"Shipment" means instances where, pursuant to the performance of the Services, Cargo is in transit on a Trip; and/or, instances where, pursuant to the performance of the Services, Cargo has been transported from a point of origin to a point of delivery.

"Shipper" means a person or a company that transports goods by sea, land or air.

"Shipper Fee" means the cost charged to ship items.

"Site" means an area where Cargo must be collected from or transport destination of Cargo.

"Tax/Taxes" means a compulsory contribution to state revenue levied by a government or local authority or added to the cost of some goods or services.

"Software Services" means an online Web Site, comprising software that connects entities, which have the ability to transport Cargo, with entities seeking to have Cargo transported.

"Membership Fee" means fee/s paid by the members to use the software services.

"Transporter" means a person and/or company which register Vehicles for transport and Drivers of the Vehicles on the laaimylorrie.com software services(Website).



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"Transporter" means an entity which have registered both trucks and drivers, and registered truck/s information as required by Laaimylorrie.com Transporter. Each Drivers' driver's license, Identity Document or Passport, and PDP's (when applicable) registered on the Laaimylorrie.com Transporter website.

"Trip" means a commercial conveyance of Cargo originally comprising a Listing.

"Collection Date" means the actual date on which cargo is collected by a Transporter from the Site of a Freight Forwarder.

"User" means a person and/or company/entity which completes the required Laaimylorrie.com account registration process, including but not limited to a Transporter, Freight Forwarders, Driver, Agent and/or Shipper.

"Vehicles" means a thing for transporting Cargo, especially on land, such as a car, lorry or cart/trailer.

IF YOU ACCEPT OR AGREE TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND, IN SUCH EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

## 1. ACCOUNT REGISTRATION

Account registration is payable. In order to access certain features of the Site and to register or quote for a Freight Loads, you must register to create an account ("Laaimylorrie.com Account") and become a Member. You may register to join directly via the Site or as described in this section. Freight Forwarders and/or Transporters are to complete a simple application questionnaire on registration. Laaimylorrie.com retains the right to decline to register a User on its website, and may revoke all rights if deemed in its sole discretion if a User of Services violates any of this Terms and Conditions.

## 2. ELIGIBILITY

The Website and Services are intended solely for persons who are 18 years or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.



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### 3. HOW THE SITE AND SERVICES WORK

The Services can be used to facilitate the registration of Cargo Loads and quote for the transportation of the registered Cargo Loads. All Cargo transported data is stored for future reference. The Freight Forwarder/s and Transporters cannot view any other Cargo or Trucks. You may view the general Services provided as an unregistered User to the Site, however, if you wish to purchase or offer a Service, you must first register to create an Laaimylorrie.com Account (defined below).

As stated above, Laaimylorrie.com makes available an online website and/or competitive marketplace with related software services for Shippers and Freight Forwarders/ Transporters to meet online and arrange for Listings of a Trip directly with each other, alternatively for the provision and procurement of other Services. Laaimylorrie.com is not an owner or operator of vehicles, storage space, nor insurer/insurance broker, including, but not limited to any forms of transport, nor is it a provider of vehicles, and Laaimylorrie.com does not own, sell, resell, furnish, provide, rent, re-rent, broker, manage and/or control vehicles, including, but not limited to any form of vehicle or Trips or logistics or supply chain services, transport services, storage services or insurance services. Laaimylorrie.com provides a web platform where Cargo loads as well as Cargo Carriers can be sourced. Unless explicitly specified otherwise on the Site, Laaimylorrie.com's responsibilities are limited to: (i) facilitating the availability of the Site and (ii) facilitate transporters to find Cargo loads on maps on specific dated and cargo categories (iii) facilitating owners of vehicles (Transporters) to monitor vehicles on maps (iv) facilitating Cargo Suppliers to register Cargo loads (v) facilitating Cargo Suppliers to monitor Cargo loads in transit on maps provided on our website.

Laaimylorrie.com cannot and does not control the Content contained in any Listings or other Service offerings on the Site, or the condition, quality, standard, safety, legality or suitability of any Trips or other Services. Laaimylorrie.com makes no warranties or representation regarding Listings, Trips or other Services. Laaimylorrie.com is not responsible for, and disclaims any and all liability related to any and all Listings, Trips and other Services. Accordingly, any offerings, purchases and requests will be made at the Service Provider's and Shipper's own respective risks.



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#### 4. REGISTERED CARGO LOADS:

As a FREIGHT FORWARDER, you may register Available Loads. To register a Available Load, you will be asked a variety of questions about the Cargo Load to be listed, including, but not limited to the locations, capacity, weight, cargo category, and required date to collection date and date to deliver of the load. All Cargo loads must have valid collection and delivery physical addresses, as accurate as possible. Available Loads will be made available via the Website. You understand and agree that once a Transporter quotes for a load, you may accept the Transporters quote of your choice. You acknowledge and agree that under no circumstances whatsoever will Laaimylorrie.com be held responsible for any registered Available Load, offering or Service rendered or failure to do so in terms of the said Available Load. If you are a Freight Forwarder, you understand and agree that Laaimylorrie.com does not act as an Insurer or as your contracting Agent. If a Transporter quote for your Cargo Loads transportation, provided by you, any agreement you enter into with such Transporter is between you and the Transporter and Laaimylorrie.com is not a party thereto. When you register a Available Load, you may also choose to include certain requirements which must be met by the registered Transporters who are eligible to quote for your registered Available Loads.

#### 5. REGISTERED TRANSPORTER TRIPS:

As a TRANSPORTER you are responsible for any and all Available Loads you quoted for successfully. When your quote was accepted by the Freight Forwarder, you represent and warrant that any Cargo Load you transport and the selling/offering of, or a Shipper's purchasing of, a Cargo Load, you (i) will not breach the agreements you have entered into with the Cargo Supplier or any other parties including but not limited to third parties, such as cargo or trucking associations, vehicle/fleet lease and rental agreements, employers and or financiers, insurers or the like, and (ii) will (a) be in compliance with all applicable Country laws and bylaws, (such as goods in transit, passenger transport laws and regulations and any laws governing leasing of vehicles), Tax requirements, and rules and regulations that may apply to any Cargo transport (including having all required permissions, consents, permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that Laaimylorrie.com assumes no responsibility for Service Provider compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Laaimylorrie.com reserves the right, at any time and without prior notice, to remove or disable access to information or progress on any Cargo Loads for any reason, including Loads that Laaimylorrie.com, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Laaimylorrie.com's then-current Terms or otherwise harmful to the Site or Services. If you are a Service Provider, you understand and agree that Laaimylorrie.com does not act as an Insurer or as your contracting Agent.



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## 6. CARGO SUPPLIER PAYMENTS TO TRANSPORTER:

When a Transporter's quote was accepted by a Freight Forwarder, the agreement you enter into with such Transporter/s is between you as Freight Forwarder and the Transporter/s. Laaimylorrie.com is not a party thereto. As the Freight Forwarder you are fully responsible for the payment/s to the Transporter/s.

## 7. RATING OF MEMBERS:

If you are a Transporter or a Freight Forwarder, Laaimylorrie.com makes THE RATING TOOL available to you, to help you to make informed decisions about which entities you choose for either Transporting your Cargo Loads or which entities you choose to render Transportation to. However, you acknowledge and agree that, as a FREIGHT FORWARDER and or a TRANSPORTER, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any of your representatives who makes use of the Laaimylorrie.com, software solutions.

## 8. SUCCESSFUL QUOTE CONFIRMATION

After having successfully quoted for a Available Load, the Transporter will receive a notification confirming the quote was accepted by the Freight Forwarder, and further annexing the tax invoice comprising the Total Fees, coupled with the Consignment Note, Certificate of Insurance applicable as agreed upon between the contracting parties.

## 9. CARGO INSURANCE

Laaimylorrie.com recommends that Freight Forwarders and Transporters should obtain appropriate insurance for their Cargo and assets as deemed appropriate. Please review any insurance policy that you may have for the Available Loads carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or in actions of the Shipper. The proper consideration and arrangement for goods in transit and marine insurances remains the responsibility of the parties to the agreement of the Trip, and not Laaimylorrie.com.

. Provided that explicit decline, and/or value of Cargo transported do not exceed the value of goods of ZAR8,000,000.00 (as measured in United States Dollars in accordance with the then rate of exchange), unless otherwise explicitly agreed, or are part or wholly classified as excluded goods (Alcohol, antiques, arms, ammunition, explosives, artwork, live animals, bank and treasury notes, cash, cellular phones, any legal documentation, furs, gold and or silver, jewelry, stamps, tobacco products, exotic sea foods, solar panels and tyres). For excluded Cargo, or a limit above R8,000,000.00 specialist insurance advice and permits may be is required. Laaimylorrie.com does not provide any insurance or financial services or any financial advisory or intermediary services.



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Laaimylorrie.com will under no circumstances be a party to any insurance contract entered into. All insurance costs are to be borne by parties to a Available Load. When Cargo Insurance has been purchased, the Shipper, Carrier, Agent and/or Service Provider will receive, as part of a transaction mail the Insurance Broker's insurance general terms and conditions, coupled with the Certificate of Insurance which shall govern the terms and conditions of the Cargo Insurance.

#### **10. FREIGHT FORWARDER'S OWN TERMS OF SERVICE**

In rendering the Available Load to a Transporter, the Freight Forwarder might have, and present to the Transporter, their own terms of service ("Service Provider T's and C's"). Such Service Provider T's and C's are and will be binding on the Transporter to the extent that such Service Provider T's and C's do not conflict with these Terms. To the extent that there exists a conflict between the Cargo Suppliers Terms and Conditions and these Terms, these Terms shall prevail to the extent of such inconsistency.

#### **11. COMPANY DOCUMENTS, DRIVERS I.D.'S, DRIVERS LICENCES, PDP'S AND VEHICLE REGISTRATION DOCUMENTS**

Laaimylorrie.com may require Freight Forwarders and Transporters to upload the above mentioned documents, and any other documents it may reasonably require, as assurance to all members of the validity of members operations and personnel. In addition, should any company registration documents, commercial invoices and the like, along with the images, materials and Content created by photographers, be provided to Laaimylorrie.com, including Verified Images, same shall constitute Laaimylorrie.com Content, regardless of whether you include them in your Listing. Laaimylorrie.com will under no circumstances be responsible for checking the validity of required documentation, legality or intent of the underlying Available Loads, nor will Laaimylorrie.com be held responsible for any illegal movement of goods, services or people.

#### **12. NO ENDORSEMENT**

Laaimylorrie.com does not endorse any Member or any Trip, however, it may refer, from time to time, a Member to the Insurer and/or in respect of Cargo Insurance. You understand that Verified Images and/or Listings and/ Members are intended only to indicate a representation of the Trip at the time the Listing was posted. Verified Images, Listings or Members are therefore not an endorsement by Laaimylorrie.com of any Member or any Trip. Members are required by these Terms to provide accurate information, and although Laaimylorrie.com may undertake additional checks and processes designed to help verify or check the identities or backgrounds of Users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.



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Any references in the Site to a Member being "verified" or "connected" (or similar language) only indicates that the Member has completed a relevant verification process, and does not represent anything further. Any such description is not an endorsement, certification or guarantee by Laaimylorrie.com about any Member, including the Member's identity and whether the Member is trustworthy, safe, suitable or responsive. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site and/or Services. We therefore recommend that you always exercise due diligence and care when deciding whether to register Cargo Loads and or quote for Cargo Loads or to accept a quote from a Transporter, utilize any other Services, or to have any other interaction with any other Members.

By using the Site and/or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Laaimylorrie.com with respect to such actions or omissions. This limitation shall not apply to any claim by a Freight Forwarder/ Transporter against Laaimylorrie.com regarding the remittance of payments received from a Shipper by Laaimylorrie.com on behalf of a Service Provider, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

### **13. TRANSPORTER OR FREIGHT FORWARDER**

If you are a Transporter or Freight Forwarder and a quote is submitted for a registered Cargo Load Listing via the Laaimylorrie.com Website, you confirm your ability to provide the Transport or Cargo, as listed. When a quote is received via the Site and successful/accepted by the Freight Forwarder, Laaimylorrie will share with you the required detail to uplift and deliver the Cargo and the Freight Forwarder details, Trip details, and delivery confirmation.

### **14. MINIMUM QUALITY STANDARDS AND RESPONSIBILITIES**

If you are a Freight Forwarder, you are responsible for ensuring that the Available Loads you register on the Laaimylorrie.com Website meet minimum quality standards regarding access, adequacy of the description on the loading and offloading Sites, safety, and do not present a Transporter with issues to load and off load Cargo.

During the 24-hour period following the Freight Forwarder collection, Transporters should be available, or make a third party (driver or employee) available, in order to try, in good faith, to resolve any disputes. Transporters vehicles and trailers must have legal carrier worthiness, and necessary licenses, permits and documents.



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## 15. TRANSPORTER

The Transporter, not Laaimylorrie.com, is solely responsible for honoring any confirmed Available Loads and making available any Transport reserved through the Site. If you, as a Transporter, choose to enter into a transaction with a Cargo Supplier for the transportation of Cargo or any other Service, you agree and understand that you will be required to enter into an agreement with the Cargo Supplier. You agree to accept any terms, conditions, rules and restrictions associated with the transportation of such Cargo imposed by the Freight Forwarder.

You acknowledge and agree that you, and not Laaimylorrie.com, will be responsible for performing the obligations of any such agreements, and that Laaimylorrie.com is not a party to such agreements, and that, including its payment obligations hereunder, Laaimylorrie.com disclaims all liability arising from or related to any such agreements. You acknowledge and agree that Laaimylorrie.com is not a party to the agreement between you and the Freight Forwarder.

## 16. MEMBERSHIP FEE

In consideration for the use of Laaimylorrie.com' Site, Membership Fees are charged to the Transporters and/or Freight Brokers on registration.

## 17. TAXES

Tax laws or regulations may require us to collect appropriate tax information from Freight Forwarders or Transporters. Laaimylorrie.com reserves the right to request all required VAT, GST (or the equivalent thereof) and TAX certificates of registration as deemed appropriate.

You as a / Transporter or other Service Provider understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Laaimylorrie.com cannot and does not offer Tax-related advice to any Members.



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## 18. USER CONDUCT

You understand and agree that you are solely responsible for compliance with any and all Country applicable laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Services and Collective Content. In connection with your use of the Site, Services and Collective Content, you may not and you agree that you will not:

18.1 violate any local, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax laws;

18.2 use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Services or Collective Content;

18.3 use the Site, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;

18.4 copy, store or otherwise access any information contained on the Site, Services or Collective Content for purposes not expressly permitted by these Terms;

18.5 infringe the rights of Laaimylorrie.com or any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;

18.6 interfere with or damage our Site, or provision of the Services, including, without limitation, through the use of viruses, cancel bots, D Dos attacks, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

18.7 use our Site, or the Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

18.8 use our Site, the Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements;

18.9 "stalk" or harass any other User of our Site, Services or Collective Content, or collect or store any personally identifiable information about any other User other than for purposes of transacting as an Laaimylorrie.com Freight Forwarder, Transporter or other Service Provider;

18.10 offer, as a Freight Forwarder/ Transporter or Service Provider, any Trip or Service where you do not have the rights or permission to provide such Trip or Service, as the case may be (without limiting the foregoing, you will not list Trips as a Freight Forwarder/ Transporter if you are serving in the capacity of a transport agent or broker for a third party);



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18.11 offer, as a Freight Forwarder/ Transporter or other Service Provider, any Trip or Service that may not be provided pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a transport services agreement;

18.12 register for more than one Laaimylorrie.com Account or register for a Laaimylorrie.com Account on behalf of an individual other than yourself;

18.13 unless Laaimylorrie.com explicitly permits otherwise, request or book any Trip or Service if you will not actually be doing so for yourself;

18.14 contact a Freight Forwarder/ Transporter or Service Provider for any purpose other than asking a question related to a Trip, such Freight Forwarder/ Transporter's Trips or Listings or Services so provided;

18.15 contact a Shipper for any purpose other than asking a question related to a Trip or such Shipper's use of the Site and Services;

18.16 recruit or otherwise solicit any Freight Forwarder/ Transporter or other Member to join third party services or websites that are competitive to Laaimylorrie.com, without Laaimylorrie.com's prior written approval;

18.17 impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

18.18 use automated scripts to collect information from or otherwise interact with the Site, Services or Collective Content;

18.19 use the Site, Services or Collective Content to find a Freight Forwarder/ Transporter, Service Provider or Shipper and then complete a Trip or Service independent of the Site, or Laaimylorrie.com, in order to circumvent the obligation to pay any Service Fees related to Laaimylorrie.com's provision of the Services or for any other reasons;

18.20 as a Freight Forwarder/ Transporter or other Service Provider, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honour;

18.21 post, upload, publish, submit or transmit any Content that:

(i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

(ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;

(iii) is fraudulent, false, misleading or deceptive;

(iv) is defamatory, obscene, pornographic, vulgar or offensive;

(v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;



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(vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or

(vii) promotes illegal or harmful activities or substances;

18.22 systematically retrieve data or other content from our Site or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;

18.23 use, display, mirror or frame the Site, Services or Collective Content, or any individual element within the Site, Services or Collective Content, Laaimylorrie.com' name, any Laaimylorrie.com' trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site or Services, without Laaimylorrie.com' express written consent;

18.24 access, tamper with, or use non-public areas of the Site or Services, Laaimylorrie.com' computer systems, or the technical delivery systems of Laaimylorrie.com' providers;

18.25 attempt to probe, scan, or test the vulnerability of any Laaimylorrie.com system or network or breach any security or authentication measures;

18.26 avoid, bypass, remove, deactivate, impair, de scramble, or otherwise circumvent any technological measure implemented by Laaimylorrie.com or any of Laaimylorrie.com' providers or any other third party (including another User) to protect the Site, Services or Collective Content;

18.27 forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, or Collective Content to send altered, deceptive or false source-identifying information;

18.28 attempt to decipher, de compile, disassemble or reverse engineer any of the software used to provide the Site, Services, or Collective Content; or

18.29 advocate, encourage, or assist any third party in doing any of the foregoing. Laaimylorrie.com has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

18.30 Laaimylorrie.com may access, preserve and disclose any of your information if required to do so by law, or if believed in good faith that it is reasonably necessary to:

(i) respond to claims asserted against Laaimylorrie.com or to comply with legal process (for example, subpoenas or warrants),

(ii) enforce or administer our agreements with Users, such as these Terms and the Laaimylorrie.com Freight Forwarder/ Transporter or Service Provider,



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(iii) for fraud prevention, risk assessment, investigation, refund support, product development and de-bugging purposes, or

(iv) protect the rights, property or safety of Laaimylorrie.com, its Users, or members of the public. You acknowledge that Laaimylorrie.com has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, and Services (including without limitation for fraud prevention, risk assessment, investigation and refund support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Laaimylorrie.com reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Laaimylorrie.com, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

## 19. COPYRIGHT & OWNERSHIP

Site, Services and Collective Content

You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Laaimylorrie.com and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content.

## 20. ENVIRONMENTAL COMMODITIES

20.1 You acknowledge and agree that Laaimylorrie.com' provision of the Services is the proximate cause for the generation/derivation of any and all Environmental Commodities and that, consequently, Laaimylorrie.com enjoys the full and exclusive right and title to, and ownership of, such Environmental Commodities.

20.2 You undertake to provide Laaimylorrie.com with any and all assistance, as indicated by Laaimylorrie.com from time to time, that Laaimylorrie.com deems necessary for the successful undertaking of the Environmental Commodities Processes.



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## 21. LIVE LAAIMYLLORRIE CONTENT AND MEMBER CONTENT LICENSE

Subject to your compliance with the terms and conditions of these Terms, Laaimylorrie.com grants you a limited, non-exclusive, non-transferable license, to:

- (i) access and view any Laaimylorrie.com Content solely for your personal and non-commercial purposes and
- (ii) access and view any Content to which you are permitted access, solely for commercial purposes as envisaged and permitted by these Term. You have no right to sub license the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Laaimylorrie.com or its licensors, except for the licenses and rights expressly granted in these Terms.

## 22. MEMBER CONTENT

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, and Services, you hereby grant to Laaimylorrie.com a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sub license, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, though, by means of or to promote or market the Site, Application and Services ( subject to Privacy Policy). Laaimylorrie.com does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site and Services. Accordingly, you represent and warrant that:

- (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to Laaimylorrie.com the rights in such Member Content, as contemplated under these Terms; and



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(ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Laaimylorrie.com' use of the Member Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

### 23. LINKS

The Site and Services may contain links to third party websites or resources. You acknowledge and agree that Laaimylorrie.com is not responsible or liable for:

- (i) the availability or accuracy of such websites or resources; or
- (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Laaimylorrie.com of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

### 24. SUSPENSION, TERMINATION AND LAAIMYLLORRIE ACCOUNT CANCELLATION

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Laaimylorrie.com account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you:

- (a) your Laaimylorrie.com account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, your Laaimylorrie.com account, your Member Content, or receive assistance from Laaimylorrie.com or its Service Providers,
- (b) any pending or accepted future Trips or Services as either Freight Forwarder/ Transporter/Service Provider or Shipper will be immediately terminated,
- (c) we may communicate to your Shipper or Freight Forwarder/ Transporters/ Service Provider that a potential or confirmed Trip or Service has been cancelled,
- (d) we may refund your Shipper in full for any and all confirmed reservations, irrespective of pre-existing cancellation policies,



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(e) we may contact your Shipper to inform them about potential alternate Trips with other Freight Forwarder/ Transporters/Service Providers that may be available on the Site, and  
(f) you will not be entitled to any compensation for reservations or Trips (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your Laaimylorrie.com account. You may cancel your Laaimylorrie.com account at any time via the "Cancel Account" feature of the Site or by sending an email to [admin@laaimylorrie.com](mailto:admin@laaimylorrie.com)

Please note that if your Laaimylorrie.com account is cancelled, we do not have an obligation to delete or return to you any Member Content you have posted to the Site, including, but not limited to, any reviews or Feedback.

## **25. CONTROLLING LAW AND JURISDICTION**

These Terms and your use of the Services will be interpreted in accordance with the laws of the Republic of South Africa.

## **26. LIMITATION OF LIABILITY**

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, services and Collective Content, your Listing or Trip of any Trips via the Site, and Services, your participation in the referral program, and any contact you have with other Members of Laaimylorrie.com whether in person or online remains with you.



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## 27. DISCLAIMER

If you choose to use the Site, application, Services or Collective Content, you do so at your sole risk. The Site, Services, and Collective Content are provided "as is", without warranty of any kind, either express or implied. without limiting the foregoing, Laaimylorrie.com explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of the Site.

Laaimylorrie.com makes no warranty that the Site, Services, or Collective Content, including, but not limited to, the Listings, Services or any Trips, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Laaimylorrie.com makes no warranty regarding the quality of any Listings, Trips, the Services or Collective Content or the accuracy, timeliness, truthfulness, completeness or reliability of any Collective Content obtained through the Site or Services.

No advice or information, whether oral or written, obtained from Laaimylorrie.com or through the Site, Services or Collective Content, will create any warranty not expressly made herein.

You are solely responsible for all of your communications and interactions with other Users of the Site, or Services and with other persons with whom you communicate or interact as a result of your use of the Site, or Services, including, but not limited to, any Freight Forwarder Transporters, Service Providers or Shipper and you understand that Laaimylorrie.com does not make any attempt to verify the statements of Users of the Site, or Services or to review or visit any Trips.

Laaimylorrie.com makes no representations or warranties as to the conduct of Users of the Site or Services or their compatibility with any current or future Users of the Site or Services.

You agree to take reasonable precautions in all communications and interactions with other Users of the Site or Services and with other persons with whom you communicate or interact, as a result of your use of the Site or Services, including, but not limited to, Shippers, Freight Forwarder/ Transporters and Service Providers, particularly if you decide to meet offline or in person regardless of whether such meetings are organised by Laaimylorrie.com. Notwithstanding Laaimylorrie.com' appointment as the limited payment collection agent of the Freight Forwarder/ Transporters for the purpose of accepting payments from Shipper on behalf of the Freight Forwarder/ Transporters/Service Providers, Laaimylorrie.com explicitly disclaims all liability for any act or omission of any Shipper or other third party.



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## 28. INDEMNIFICATION

You agree to release, defend, indemnify, and hold Laaimylorrie.com and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with; (a) your access to or use of the Site, the Services, or Collective Content or your violation of these terms;

(b) your Member Content;

(c) your (i) interaction with any Member,

(ii) Trip of a Trip, or

(iii) creation of a Listing; (d) the use, condition or use of an Trip or Service by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Trip or use of a Service.

## 29. LOG FILES

When you visit Laaimylorrie.com, even if you do not create an account, we may collect information, such as your IP address, the name of your ISP (Internet Service Provider), your browser, the website from which you visit us, the pages on our website that you visit and in what frequency, the date and length of your visit, and other information concerning your computer's operating system, language settings, and broad demographic information. This information is aggregated and anonymous data and does not identify you specifically. However, you acknowledge that this data may be able to be used to identify you if it is aggregated with other Personal Information that you supply to us. This information is not shared with third parties and is used only within Laaimylorrie.com on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above, without your explicit permission.

## 30. WEBSITE COOKIES

30.1 Laaimylorrie.com uses cookies. A cookie is a small piece of information stored on your computer or smart phone by the web browser. The two types of cookies used on the Website are described below:

30.2 "Session cookies": These are used to maintain a so-called 'session state' and only lasts for the



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30.3 "Double Click Cookies" Third party vendors with whom we contract may use cookies to serve a user ads based on a user's prior visits to the Website.

30.4 "Permanent cookies": These cookies permanently store a unique code on your computer or smart device hard drive in order to identify you as an individual user. No Personal Information is stored in permanent cookies. You can view permanent cookies by looking in the cookies directory of your browser installation. These permanent cookies are not required for the Laaimylorrie.com website to work, but may enhance your browsing experience.

### **31. EXTERNAL LINKS**

31.1 Laaimylorrie.com, and the services available through the Website, may contain links to other third party websites, including (without limitation) social media platforms, payment gateways, appointment scheduling and/or live chat platforms ("Third Party Websites"). If you select a link to any Third Party Website, you may be subject to such Third Party Website's terms and conditions and/or other policies, which are not under the control, nor responsibility, of Laaimylorrie.com.

31.2 Hyperlinks to Third Party Websites are provided "as is", and Laaimylorrie.com does not necessarily agree with, edit or sponsor the content on Third Party Websites.

31.3 Laaimylorrie.com does not monitor or review the content of any Third Party Website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of other websites, either.

31.4 Users should evaluate the security and trustworthiness of any Third Party Website before disclosing any personal information to them. Laaimylorrie.com does not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

### **32. Application of The Electronic Communications And Transactions Act number 25 Of 2002 ("ECT Act")**

32.1 Data Messages (as defined in the ECT Act) will be deemed to have been received by Laaimylorrie.com if and when Laaimylorrie.com responds to the Data Messages.

32.2 Data Messages sent by Laaimylorrie.com to a user will be deemed to have been received by



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32.3 Users acknowledge that electronic signatures, encryption and/or authentication are not required for valid electronic communications between users and Laaimylorrie.com.

32.4 Information to be provided in terms of section 43(1) of the ECT Act:

32.4.1 Users warrant that Data Messages sent to Laaimylorrie.com from any electronic device, used by such user, from time to time or owned by such user, were sent and or authorized by such user, personally.

32.4.2 This Website is owned and operated by KS Blockchain Investments cc T/A Laaimylorrie.com, (Registration Number: ) a private company owned and operated in accordance with the laws of the Republic of South Africa.

32.4.3 E mail address for service of legal documents: [admin@laaimylorrie.com](mailto:admin@laaimylorrie.com)

32.4.4 Contact Number:

32.4.5 Laaimylorrie.com - located at <https://laaimylorrie.com>;

32.4.6 Email address: [info@laaimylorrie.com](mailto:info@laaimylorrie.com)

### 33. MODIFICATION

Laaimylorrie.com reserves the right, at its sole discretion, to modify the Site or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site and give notice of the change to each registered user to the registered email address provided by the user. We will also update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

### 34. DISCLOSURES AND NOTICES; ELECTRONIC SIGNATURE CONSENT

34.1 Consent to Electronic Disclosures and Notices: By registering for a Laaimylorrie.com Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from KS Blockchain Investments cc T/A Laaimylorrie.com ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.



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34.2 Methods of Delivery: You agree that KS Blockchain Investments cc T/A Laaimylorrie.com can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Laaimylorrie.com Account. Notices may include notifications about your Laaimylorrie.com Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

34.3 SMS and Text Messages: You authorize us to provide Notices to you via text message to allow us to verify your or your Representative's control over your Laaimylorrie.com Account (such as through two-step verification), and to provide you with other critical information about your Laaimylorrie.com Account. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications in the Dashboard by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls (as defined below) on your Laaimylorrie.com Account and may increase the risk of loss to your business.

34.4 Requirements for Delivery: It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your Dashboard and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us and we can find another means of delivery.

34.5 Withdrawing Consent: Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your Laaimylorrie.com Account.

### **35. FORCE MAJEURE**

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.