

# DRIVE ASSIST

## WEBSITE TERMS, INDEMNITY & POPIA CONSENT

### 1. ACCEPTANCE OF TERMS

By booking, requesting, or making use of Drive Assist services through this website, WhatsApp, telephone, or any other platform, you ("the Client") acknowledge that you have read, understood, and agreed to be legally bound by these terms.

Drive Assist provides a professional chauffeur service whereby a designated driver operates the Client's vehicle at the Client's request. Drive Assist does not provide vehicle insurance and does not assume the insurable risk attached to any vehicle driven.

### 2. ASSUMPTION OF RISK AND INSURANCE RESPONSIBILITY

2.1 The Client retains full ownership, custody, control, and insurable interest in the vehicle at all times.

2.2 The Client acknowledges and agrees that:

- The risk associated with operating the vehicle remains entirely with the Client.
- The Client's motor insurance policy remains the primary and only insurance covering the vehicle.
- Drive Assist does not provide comprehensive, third-party, theft, fire, or excess insurance for the Client's vehicle.

2.3 The Client warrants that:

- The vehicle is roadworthy and legally licensed.
- The vehicle is adequately insured.
- The insurance policy permits an additional licensed driver to operate the vehicle.

2.4 In the event of any accident, theft, loss, or damage, the Client agrees that any claim must be lodged with the Client's own insurer.

### 3. LIMITATION OF LIABILITY

3.1 To the fullest extent permitted by South African law, Drive Assist, its directors, employees, contractors, and drivers shall not be liable for:

- Damage to the vehicle;
- Third-party claims;
- Insurance excess payments;
- Loss of use of the vehicle;
- Loss of income;
- Indirect, special, incidental, or consequential damages.

3.2 Drive Assist shall only be liable in cases of proven gross negligence or wilful misconduct, and any such liability shall be limited strictly in accordance with applicable law.

3.3 Under no circumstances shall Drive Assist be responsible for insurance excess amounts, policy repudiation, or premium increases.

#### 4. THIRD-PARTY OR RENTAL VEHICLES

If the Client uses:

- A friend's vehicle,
- A company vehicle,
- A rental vehicle,

the Client warrants that proper consent has been obtained and that the applicable insurance or rental agreement permits the use of a designated driver. The Client indemnifies Drive Assist against any disputes or claims arising from such use.

#### 5. ACCIDENT PROCEDURE

In the unlikely event of an accident:

5.1 The driver will secure the scene and report the accident to the nearest South African Police Service station and obtain a case number.

5.2 The Client must, within 24 hours:

- Email a written account of the incident;
- Provide photographs of the damage and accident scene;
- Provide details of third parties and witnesses (if applicable).

5.3 The Client must notify their insurer immediately and lodge a formal claim.

5.4 All claim communication thereafter must be handled directly between the Client and their insurer. Drive Assist will provide reasonable documentation upon request but cannot manage or influence claim outcomes.

#### 6. GENERAL INDEMNITY

The Client indemnifies and holds harmless Drive Assist, its directors, employees, and contractors from any claims, losses, damages, liabilities, legal costs, or expenses arising from:

- Use of the Client's vehicle;
- Insurance policy exclusions or repudiation;
- Mechanical failure;
- Pre-existing damage;
- Third-party claims;
- Any event beyond the reasonable control of Drive Assist.

This indemnity remains enforceable to the maximum extent permitted by law.

## 7. POPIA CONSENT (PROTECTION OF PERSONAL INFORMATION ACT)

7.1 By using Drive Assist services, the Client consents to the collection and processing of personal information in accordance with the Protection of Personal Information Act (POPIA).

7.2 Personal information collected may include:

- Full name and contact details;
- Identification number (where required);
- Vehicle details;
- Location data related to bookings;
- Booking and payment information.

7.3 Information is collected for:

- Service delivery;
- Safety verification;
- Insurance and incident reporting;
- Legal compliance;
- Communication regarding bookings.

7.4 Drive Assist undertakes to:

- Process personal information lawfully and securely;
- Retain information only as long as necessary;
- Not sell or unlawfully disclose personal information to third parties.

7.5 Personal information may be shared where required:

- With insurers;
- With law enforcement;
- With legal advisors;
- Where legally mandated.

7.6 By proceeding with a booking, the Client provides voluntary, informed, and specific consent to such processing.

## 8. GOVERNING LAW

These terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. Any disputes shall be subject to the jurisdiction of South African courts.