

## **TERMS & CONDITIONS**

All services provided by UnboxSA Logistics Services CC trading as UnboxSA are governed under our Terms and Conditions and are subject to change at any time. These Terms and Conditions apply to standard routed export transactions where Members (hereinafter referred to as "Member" or "their") purchase products in South Africa from merchants. The below provides additional terms for Members engaging in direct export transactions.

Activation of the Member's UnboxSA account or use of services provided by UnboxSA (hereinafter "UnboxSA" or "we") through the Unbox-SA.com website ("Website") will signify Member's acceptance of these terms and conditions (hereinafter "Terms and Conditions") and authorise UnboxSA to charge Member's payment method for all future charges incurred under the Member's account. Member acknowledges that UnboxSA's Privacy Policy applies to these Terms and Conditions.

UnboxSA reserves the right, at its sole discretion, to change, modify, or otherwise alter these terms and conditions. It is the Member's responsibility to review the UnboxSA Terms and Conditions periodically as continued use of UnboxSA's services will constitute acceptance of any revised terms and conditions. If Member disagrees with modifications made to these Terms and Conditions, Member's only recourse is to immediately cease using UnboxSA services, the UnboxSA account, and this Website.

UnboxSA prohibits any illegal activity by its Members. Any charges incurred, including legal fees, by UnboxSA in connection with the enforcement of the law against a Member or potential Member will be the financial responsibility of the Member or potential Member.

Membership begins on the day UnboxSA receives the Member's application. UnboxSA cannot arrange shipments until all required documentation is received.

Members represent and warrant that they are responsible for complying with all applicable export and import control laws and regulations when ordering and receiving merchandise and mail under these Terms and Conditions.

## **TERMS OF SERVICE**

UnboxSA will assign Member a customer postal number at the UnboxSA facility located in South Africa, where Member can have mail and/or merchandise delivered before export. UnboxSA's services involve acting as an agent for Members in consolidating and exporting merchandise, which will be sorted, packed, and consolidated. Upon Member's instruction, UnboxSA arranges for export to the Member's specified local address through a service provider acting as the freight forwarder and/or carrier. UnboxSA does not act as an indirect air carrier but rather as an agent of the shipper (i.e., Members). All packages received by UnboxSA may be opened by company representatives. Members are responsible for all import duties in the destination country for mail and packages sent. Members

authorise UnboxSA to authorise freight forwarders and/or carriers to conduct customs clearance and entry and certify them as the consignee to designate a customs broker for customs clearance and entry purposes.

Members authorise UnboxSA to charge their payment method for all services and/or account activities. Charges may include membership fees, shipping, repackaging and handling, customs duties, return/reroute fees, storage charges, late fees, and other optional services. Failure to pay for services rendered may result in late fees, shipment halts, service suspensions, membership cancellations, or involuntary return, disposal or auction of remaining merchandise.

If payment is made by credit card and a Member has outstanding invoices, UnboxSA may charge the credit card once for the full outstanding amount or several times for combined amounts totaling the full outstanding amount. Shipping costs are determined by the weight and dimensions of Member shipments, charged based on actual weight or dimensional weight, whichever is greater.

Each Member grants UnboxSA a lien on and security interest in all packages shipped under the Member's account as collateral for prompt and complete payment of any amounts owed to UnboxSA. If a Member's account becomes delinquent for more than thirty (30) days, UnboxSA may exercise all rights and remedies under these Terms and Conditions or applicable law.

During any account delinquency, UnboxSA may, without further demand, collect and realise upon packages, including selling, transferring, or delivering them at public or private sale. Members waive any rights of redemption upon sale. Title to items that cannot be exported after arrival at UnboxSA will be forfeited to UnboxSA, which may return, discard or sell.

## **STORAGE AND LIABILITY**

Active Premium members of UnboxSA may store merchandise for up to thirty (30) days per package from time of arrival at no charge. Active Free Members may store merchandise for up to seven (7) days per package from day of arrival at no charge. After the initial storage period, Members agree to pay daily storage charges per package as per UnboxSA's current fee schedule. Regardless of membership type, all Members agree to ship their merchandise within sixty (60) days of arrival at their UnboxSA suite.

If merchandise remains in a Member's suite for more than sixty (60) calendar days (e.g., 61 days or more), Member authorises and directs UnboxSA, at its discretion, to ship the merchandise to Member's current shipping address. If a Member's account has outstanding charges or payment issues, merchandise will be held, accruing storage fees. UnboxSA will attempt payment processing one (1) calendar week later on day 67. If unsuccessful, UnboxSA will retry on day 74. If the third attempt fails,

Member acknowledges that the merchandise is no longer shippable or storable and will be forfeited to UnboxSA for sale, destruction, or disposal in compliance with legal and environmental standards. UnboxSA reserves the right to amend this policy as necessary for its business operations.

Members agree to purchase merchandise in a manner that transfers title before receipt at the UnboxSA warehouse and according to risk of loss terms that allocate costs and risks of moving goods to the warehouse.

## **ADDRESSES**

Each package sent to UnboxSA must be addressed correctly. Member's correct name and UnboxSA customer mailbox/suite address must be written on each package. If a package arrives with an incorrect or incomplete address (for example missing mailbox number or an unknown or misspelled name), UnboxSA will try to determine whom it belongs to. If UnboxSA is able to determine the owner of the package, it will be entered into the correct mailbox and we will charge an address correction fee. If the owner cannot be determined and a claim with tracking information is not provided within 30 days of the package's arrival, the package will be disposed of at the sole discretion of UnboxSA.

UnboxSA will not accept packages with an address not listed. Package address not corresponding to the address on the Member's account will amount to an additional address correction fee. UnboxSA will not take responsibility for delayed deliveries that are due to circumstances beyond our control, such as customs holds, security holds, or any other hold-ups. If the time to locate a Member's package within our facility leads to their storage time exceeding its limits, we will compensate for storage costs.

Prohibited or restricted merchandise may be rejected by UnboxSA and will be forfeited, sold, destroyed, auctioned or provided to government authorities at UnboxSA's discretion.

The Member's unique UnboxSA address is to be used solely for package consolidation purposes. The Member shall not represent its UnboxSA address as its address for any purpose other than the receipt of packages before export. This includes refraining from representing the UnboxSA address as the Member's business or residential address. Failure to adhere to this requirement may result in cancellation of the Member's UnboxSA account.

## **LOST OR DAMAGED MERCHANDISE**

Members must file claims for lost or damaged merchandise within the carrier's specified time limits. Any problems associated with a received package must be reported within 10 days of delivery. A claim is considered filed when UnboxSA receives a full description with all package details, photograph(s), and supporting documentation including receipts. Claims are individually reviewed, with a minimum review

period of eight (8) weeks. Specific high-value commodities such as televisions, computers, electronics, jewellery, figurines, furniture, and lighting have limited liability for loss or damage regardless of declared value or enhanced protection. UnboxSA does not assume liability for damage or loss occurring before merchandise delivery to UnboxSA or caused during manufacturer packaging. Failure to file a completed claim within the carrier's time limit will invalidate the claim.

In addition to UnboxSA's standard liability limitations, Members may opt to purchase enhanced liability protection against physical shipment loss or damage at a fee of 2 % per total value of package. The maximum enhanced liability value on any shipment accepted by UnboxSA is two hundred thousand rand (ZAR200,000.00). UnboxSA will not be liable for any indirect, incidental, punitive, or consequential loss or damage, including but not limited to loss of profit, reputation, income, interest, opportunity, contract, or bargain.

## **DISCLAIMER OF WARRANTIES**

Unbox-SA.com and its services are provided "as is," without express or implied warranty or condition of any kind, and we explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement. We do not promise or warrant that any aspect of the sites or system will work properly or that the information provided is complete or accurate or will be continuously available. Unbox-SA.com may contain links to third-party websites or resources. Member acknowledges and agrees that we are not responsible or liable for:

- (1) the availability or accuracy of such websites or resources; or
- (2) the content, products or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement of such websites or resources or the content, products or services available from such websites or resources. Member acknowledges sole responsibility for and assume all risk arising from the use of any such websites or resources. Member correspondence with or participation in promotions of merchants or advertisers found on Unbox-SA.com, including payment and delivery of related goods or service, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Member and such merchant or advertiser. Member agrees not to hold Unbox-Sa.com liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants or advertisers on Unbox-SA.com. In addition, UnboxSA does not endorse, warrant or guarantee the products or services of any seller or service professional.

UnboxSA will help Member return items under implied warranties under the condition that we receive proof of warranty, as well as written confirmation with an official business letterhead from the original supplier that the items will be accepted and received by them. Member will be responsible for the cost

of all services including but not limited to repacking, shipping, customs EOR (Exporter of Record), IOR (Importer of Record) and storage, as well as an additional service fee from UnboxSA for returns.

## **PACKAGE REFUSAL/RETURN TO SENDER**

UnboxSA is not able to refuse receipt of packages from carriers. Packages can be returned to vendors after they are processed into Member's account via special instruction. Member will be charged for all services required to return a package to the sender/carrier, including pick and pack, repacking and shipping, as well as an additional service and administration fee.

## **CONSOLIDATION**

UnboxSA is not responsible for items missing from a consolidated package without proof that the missing item was received by us. Accordingly, we strongly urge Member to confirm correspondence between invoices and packages to allow Member to ensure that all expected items are accounted for. Consolidation of packages will not reset the storage time of any of the packages.

## **UNCLAIMED PACKAGES**

Carriers may choose to dispose of a package

- a) in the event they are unable to contact Member via text or email after multiple unsuccessful delivery attempts, or
- b) Member is unwilling to pay all required fees, duties, and taxes.

To ensure the carrier is able to contact Members for delivery, please ensure UnboxSA account email and cell phone number are up-to-date.

## **MEMBERSHIP**

Member hereby acknowledges that monthly membership and setup charges are non-refundable.

Membership commences upon receipt of a Member's application through Unbox-SA.com. UnboxSA cannot arrange shipments until all required documentation, including contact details, shipping address, billing address and invoices, are received.

The Member may receive an account credit in their UnboxSA account issued by the UnboxSA Customer Service Team. Account credits may only be redeemed towards eligible services purchased under the Member's UnboxSA account. The Member will have a period of twelve (12) months from the date the account credit is received in their UnboxSA account to use the account credit. If the account credit is not used within the twelve (12) month period, it will be automatically forfeited. Account credit is not redeemable for cash and cannot be transferred to any other Member account or third party. UnboxSA reserves the right to apply the Member's account credit towards delinquent account charges.

## **DORMANT ACCOUNTS**

Accounts with inactivity of greater than 2 years will be deemed dormant or abandoned. Account balances for dormant or abandoned accounts will be forfeited and Member's account closed.

## **EXPORT/IMPORT REGULATIONS**

Member acknowledges that products consolidated and exported using UnboxSA services from South Africa are subject to the controls of the Export Control Regulations (ECR) of South Africa. Therefore, products consolidated and exported using UnboxSA services from South Africa are subject to Export Control Regulations. Member also acknowledges that Member is the owner and reseller of merchandise intended for export and Member agrees to furnish UnboxSA with all required information for export purposes.

For Member's convenience, UnboxSA has provided links to relevant government websites:

Export Control Regulation (ECR):

[Export Control Regulations - ITAC](#)

[gg35007\\_nn92-Export-control-10-Feb-2012.pdf \(itac.org.za\)](#)

International Trade Administration Act:

[https://www.gov.za/sites/default/files/gcis\\_document/201409/a71-020.pdf](https://www.gov.za/sites/default/files/gcis_document/201409/a71-020.pdf)

[National Practice - National Conventional Arms Control Act, 2002 \(icrc.org\)](#)

Member represents and warrants that items purchased for resale will be sold or distributed by Member's organisation. Member agrees to comply with applicable laws governing export, import, and provision of goods and services in South Africa and jurisdictions where end-users of Member's products reside, operate, or receive shipments. This includes laws governing embargoes, sanctions, boycotts, and

related rules, regulations, and executive orders. Member must ensure that no person or entity to whom Member supplies, directly or indirectly, appears on South African Government denied party lists.

Member confirms that only items purchased from South Africa will be routed through UnboxSA. Member will not knowingly purchase items from outside South Africa for import to UnboxSA facilities in South Africa.

Member who will claim VAT acknowledges that Member is the Importer of Record for all transactions using UnboxSA services into the destination country. Such Member is responsible for complying with all import obligations and license requirements of the destination country.

Member is responsible for screening to ensure no exports to Prohibited Persons as defined herein or using UnboxSA services or any freight forwarders and/or carriers.

Member who will be reselling to or ordering for customers must ensure that customers agree to abide by these Terms and Conditions. Member must provide customers with the following statement prior to transaction:

*"This merchandise will be exported from South Africa with assistance from a package consolidator. By completing this transaction, you agree to adhere to the terms and conditions of the consolidator, available at 'www.linex.com'."*

Member also assumes responsibility for determining and obtaining necessary licenses for independent export of merchandise purchased. UnboxSA Logistics Services CC and CSR, as Member's South African agent, will be an exporter of record under ECR requirements.

Member is responsible for and warrants compliance with all applicable import and export laws, rules, and regulations, including those of The Customs and Excise Act 91 of 1964 and South Africa Department of Trade, Industry and Competition, concerning the shipment of software and/or data to any country through which Member's shipment may pass. UnboxSA bears no responsibility for the loss of any software and/or data.

Member agrees to provide the necessary information and complete and attach required documents to comply with applicable laws, rules, and/or regulations, including notifying the merchant about the nature of the export in every transaction generated by Member. Member agrees to provide UnboxSA with all necessary information for export purposes

## **PROHIBITED AND RESTRICTED ITEMS**

The following list provides examples of items that are restricted (check with UnboxSA), prohibited from shipment, or may require additional documentation or licenses depending on the destination country regulations:

- Flammable items (e.g., paints, oils, lighters, perfume, nail polish)
- Pressurized cans (e.g., hairspray, shaving cream)
- Hazardous materials (e.g., matches, chemicals, explosives)
- Firearms, weaponry, and parts (e.g., guns, gun accessories, ammunition)
- Agricultural products (e.g., tobacco, plants, seeds)
- Plants and Plant Products
- Perishable foods (e.g., refrigerated, frozen, fresh/raw fruits and vegetables)
- Food item subject to license controlled
- Animals and animal products (e.g., furs, honey, beeswax)
- Alcohol (limited shipping options)
- Illegal drugs and substances
- Cash, currency, money orders, collectible stamps and coins
- Jewellery and precious stones (subject to restrictions and insurance limits)
- Lottery tickets, gambling devices
- Prescription medication (S1-S5), veterinary medicine (S1-S5)
- Pornography
- Lock picking devices
- Industrial Diamonds / Carbons
- Precious Metals and Stones
- Government IDs and licenses
- Movie Coupons, Tickets & Vouchers
- Lithium Batteries subjected to approval by local CX & IATA DG regulations
- Antiques, Fine Arts or Works of Art
- Collectible and/or Irreplaceable Items
- Medicines and gym supplements (especially those with active ingredients or health claims)

If Member's package is found to contain prohibited items, they agree that the contents of their package may be seized and confiscated by law enforcement or UnboxSA. If prohibited items are found in their packages as determined by law enforcement or UnboxSA, their account will be placed on hold, and any additional packages within their mailbox may also be inspected and confiscated. UnboxSA will take no responsibility whatsoever for prohibited items found in a package.

Member confirms responsibility for ensuring that items listed as prohibited on the UnboxSA Prohibited and Restricted Items page are not shipped to UnboxSA warehouses or supplied mailboxes. For further details, please refer to the Restricted and Prohibited Items page. UnboxSA reserves the right to return packages to senders for any reason, disclose package contents to government authorities, or dispose of packages (including selling forfeited items with proceeds donated to charity).



Member also understands and agrees that responsibility for any software or data on used computer equipment or electronic storage devices rests solely with Member.

General information on South Africa export requirements is available at [trade.gov](https://trade.gov).

## **PROHIBITED AND RESTRICTED END USERS AND DESTINATIONS**

UnboxSA only provides services to the following countries/regions:

- Namibia
- South Africa

UnboxSA refrains from serving persons or entities involved in financing, commissioning, or supporting terrorist activities or in developing or producing nuclear, chemical, biological weapons, or missile technology programs.

Member agrees not to provide merchandise or mail to any Prohibited Person as defined herein. For these Terms and Conditions, "Prohibited Person" includes:

- Persons associated with terrorism or engaged in unlawful activities as per Executive Order or any other relevant regulations.

If Member or intended recipient is believed to be a Prohibited Person, UnboxSA may request documentation verifying their status. Failure to satisfy UnboxSA's verification requirements may result in removal of shipping addresses or account cancellation. Member may be required to provide a signed Statement of Assurance confirming compliance with South Africa export laws and screening against Prohibited Persons when using UnboxSA or its affiliates for shipping.

## **COMPLIANCE WITH FOREIGN TRADE REGULATIONS**

UnboxSA endeavours to fully comply with all international trade laws and regulations, including the Foreign Trade Regulations, relying on Member-provided information and South Africa seller data.

Member agrees to supply required information and complete necessary documents for compliance with applicable laws as defined in South Africa Foreign Trade Regulations for every transaction.

If the received invoice lacks merchandise price or no invoice exists, Member must accurately report the price paid with a commercial invoice. Member guarantees truthfulness and accuracy of all information provided to UnboxSA. UnboxSA Compliance Department reserves the right to review values periodically and request additional documentation for verification. Member is liable for civil and criminal

penalties for falsifying information or violating South African export laws, as well as Namibian import laws.

## **FRAUD PREVENTION**

UnboxSA employs reasonable measures to prevent Website fraud. Nonetheless, UnboxSA disclaims liability for losses due to fraudulent Website use by Member or third parties. Member must promptly report suspected fraudulent activity to UnboxSA for account cancellation.

We leverage third party tools to prevent payment fraud, various industry standards to protect account information and may, at any time, update our methods and tools. We also require that all items sent to our facilities have been purchased by Member and paid for in full. If we are notified that fraudulent activity has been detected in any fashion, we reserve the right to refuse shipment until such time the seller has verified the transaction or as we otherwise determine in our sole discretion.

Member shall not use the Website for pyramid schemes, multi-level marketing, or other exploitable practices. Member certifies information accuracy, compliance with national laws, and accuracy of merchandise value or export classification. Member is solely responsible for information accuracy and record-keeping as required by law, risking civil or criminal penalties for misinformation.

## **APPOINTMENT OF UNBOXSA AS MEMBER'S AGENT**

Member grants UnboxSA written authority to act as lawful agent for:

- Shipping document preparation.
- Certificates of Origin preparation.
- Airway bill or other export documents preparation.
- Service agreement execution and sub-delegation for clearance and delivery documentation.
- Authorisation for customs clearance and entry by freight forwarders and/or carriers, designating customs brokers for clearance and entry.

Member agrees to provide the necessary information and complete and attach required documents to comply with applicable laws, rules, and/or regulations, including notifying the merchant about the nature of the export in every transaction generated by Member. Member agrees to provide UnboxSA with all necessary information for export purposes.

Member also authorizes UnboxSA to act as its agent for providing packages to the carrier associated with UnboxSA and for engaging and filing documents concerning the exportation of products from South Africa.

UnboxSA does not ship packages to other package forwarders.

## **PRIVACY POLICY**

The information that we obtain through Member's use of any portion of the Site, whether through the registration process or otherwise, is subject to the privacy policy posted on the Site ("Privacy Policy"), which is incorporated within this Agreement for reference. The Privacy Policy describes our collection and use of the information provided to us, including our respective rights relative to that information. Please review the Privacy Policy before making use of the Site. If Member is unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Site.

## **WEBSITE AND SERVICES**

Member agrees not to use the Site or the Services to:

- Harm or threaten to harm UnboxSA or users in any way, including by using information found here to compete against UnboxSA;
- Impersonate any person or entity (including UnboxSA or its agents), or falsely state or otherwise misrepresent Member's affiliation with a person or entity;
- Disseminate or transmit any content that infringes or violates any party's copyright, trademark, trade secret, patent or other rights;
- Violate any law (whether national or international), whether or not intentionally;
- Forge Internet protocol headers or otherwise manipulate identifying information in order to disguise Member's identity;
- Provide fraudulent, inaccurate, or incomplete information to UnboxSA or any shipping service or government agency;
- Interfere with or disrupt the Services, the Site, or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
- Collect or store personal data about other users;
- Engage in any activities that would violate the personal privacy rights of others, including but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law;
- Post or cause to be uploaded to UnboxSA's computer servers or network any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

Member may not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub license, grant a security interest in or otherwise transfer any right in the Services or the Site, or remove or obscure the copyright notice or other notices displayed on the Site. Except as provided above, no entity may reproduce, print, cache, store or distribute content retrieved from the Site in any way, for any commercial use without the prior written permission of UnboxSA or the copyright holder identified in the relevant copyright notice.

## COPYRIGHTS AND TRADEMARKS

All content available on Unbox-SA.com, including site design, text, graphics, interfaces and the selection of arrangements thereof is copyrighted by UnboxSA, with all rights reserved, or is the property of UnboxSA or third parties protected by intellectual property rights.

We do not want anyone to be confused about which materials and services are provided by us and which are not. Member may not use any mark appearing on our sites without the prior written consent of the owner of the mark. UnboxSA does not control and assumes no responsibility for content that appears on a third party's website that may be accessed via Unbox-SA.com, and trademark owners should contact third-party sites directly to resolve trademark disputes.

## MEMBER ACCOUNTS

### **Billing Problems**

Customer is responsible for reviewing all charges from UnboxSA. Any suspected discrepancies in billing must be reported to UnboxSA via email within 30 days of the billing date. After 30 days, no charges are refundable.

### **Assignment**

Member agrees that this Agreement and all agreements and information incorporated herein may be automatically assigned by UnboxSA, in its sole discretion, to a third party. Member may not assign obligations to another entity.

### **No Agency**

This Agreement does not create any agency, partnership, joint venture, employment or franchise relationship. Our failure to act in a particular circumstance does not waive our right to act with respect to that or other circumstances.

## **Refunds**

Payments for Premium membership fees are not refundable. Payment for deposit or postage for a cancelled consolidation request is refundable. We charge a N\$50.00 administrative fee per each individual payment/order refunded plus the cost of the refund (for example bank fee for electronic funds transfer). UnboxSA will charge a fee for every charge-back/payment reversal on customer account. UnboxSA also charges 5 % of the refund amount in addition to the administrative fee on all refunds.

## **Force Majeure**

UnboxSA shall not be liable to any party for any delay or failure due to: acts of God, war, transportation difficulties, labour strikes, natural disasters, riots, telecommunications or information services infrastructure, hacking, spam, any failure of a computer, server, or software, or acts or omissions of vendors or suppliers beyond the control of UnboxSA.

## **Password**

When Member registration is complete, individual UnboxSA Account and other secure areas of UnboxSA.com may be accessed using a password. Member is responsible for safeguarding the password. Member agrees not to disclose password to any third party. Member agrees to take sole responsibility for any activities or actions under password, whether or not Member has authorized such activities or actions. Member will immediately notify Unbox-SA.com of any unauthorized use of the password.

## **ACCOUNT TERMINATION**

Either party may cancel these Terms and Conditions with written notice via email. A period of thirty (30) days' notice must be given via email in order to terminate Member's UnboxSA account. Member acknowledges that all outstanding credits linked to account are forfeited upon termination. It is Member's own responsibility to ensure that all packages in storage are consolidated and shipped before account is terminated. In the case where packages still remain in storage after the thirty (30) days' notice period has lapsed, Member forfeits ownership of these items and the packages will be disposed of at the sole discretion of UnboxSA.

## **DISCLAIMER**



UnboxSA uses third parties for receiving, handling, consolidation, storage, and shipping, hence, once a package is received at our warehouse it will be dependent on the terms and conditions of these third parties until it reaches its final destination. You may contact us for copies of the Terms and Conditions of these third parties.