

This Agreement is made

Between

GREY RIDE E-HAILING COMPANY

And:

CUSTOMER/USER

### **Parties**

(1) **GREY RIDE E-HAILING COMPANY**, a company duly incorporated and existing under the laws of South Africa, with its principal place of business at 80 Chris Van Niekerk Avenue, Generaal De Wet, Bloemfontein, 9301, represented by its duly authorized representative (hereinafter referred to as "**the Company**");

(2) **CUSTOMER/USER**, being an individual user or customer who utilizes the e-hailing services provided by the Company and who has accepted the terms of service (hereinafter referred to as "**the Customer**" or "**the User**").

### **Background**

- (A) Grey Ride is an e-hailing company operating in South Africa that provides transportation services through a digital platform connecting passengers with registered drivers.
- (B) The Company offers ride-hailing services to customers through its mobile application and online platform, facilitating bookings, payments, and trip management.
- (C) In the ordinary course of business, circumstances may arise where customers experience service disruptions, billing errors, cancellations, or other issues that may warrant financial compensation or refunds.
- (D) The Company recognizes its obligations under South African consumer protection legislation, including the Consumer Protection Act 68 of 2008, to provide fair and transparent refund mechanisms for its customers.

- (E) This Refund Policy is established to clearly define the circumstances, procedures, and conditions under which customers may be eligible for refunds of fares paid for e-hailing services.
- (F) The Policy aims to balance customer protection with operational requirements and to ensure consistent application of refund principles across all service transactions.
- (G) This Policy forms an integral part of the Company's terms of service and governs all refund-related matters between the Company and its customers.

## 1. **Definitions**

- 1.1. In this Policy, unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below:
- 1.2. **Account Credit** means monetary value credited to a Customer's account with the Company that can be used for future trips or services;
- 1.3. **Booking** means a request made by a Customer through the Platform for transportation services from a specified pickup location to a designated destination;
- 1.4. **Cancellation** means the termination of a Booking by either the Customer or Driver before the completion of the Trip;
- 1.5. **Customer** or **User** means any individual who uses the Platform to request, book, or receive transportation services from the Company;
- 1.6. **Driver** means an independent contractor registered with the Company who provides transportation services to Customers through the Platform;
- 1.7. **Eligible Refund Circumstances** means situations specified in this Policy where a Customer qualifies for a refund, including but not limited to Service Failures, overcharging, unauthorized charges, or Company-initiated cancellations;
- 1.8. **Fare** means the total amount charged to a Customer for a Trip, including base fare, distance charges, time charges, tolls, tips, and any applicable fees or surcharges;

- 1.9. **Full Refund** means the return of 100% of the Fare paid by the Customer for a specific Trip;
- 1.10. **Overcharging** means any instance where a Customer has been charged an amount exceeding the correct Fare as calculated by the Platform's pricing algorithm;
- 1.11. **Partial Refund** means the return of a portion of the Fare paid by the Customer, calculated based on the specific circumstances and the Company's refund calculation methodology;
- 1.12. **Platform** means the Company's mobile application, website, and associated technological systems used to facilitate e-hailing services;
- 1.13. **Policy** means this Refund Policy as may be amended from time to time;
- 1.14. **Processing Timeline** means the specified timeframes within which the Company will review, approve or reject, and disburse refunds;
- 1.15. **Refund** means the return of money paid by a Customer to the Company for services, whether as a Full Refund, Partial Refund, or Account Credit;
- 1.16. **Refund Request** means a formal application submitted by a Customer seeking a refund in accordance with the procedures outlined in this Policy;
- 1.17. **Service Failure** means any instance where the Company or Driver fails to provide the transportation service as booked, including but not limited to no-show by Driver, vehicle breakdown, safety concerns, or failure to reach the destination;
- 1.18. **Trip** means the transportation service provided from the pickup location to the destination as requested through a Booking;
- 1.19. **Unauthorized Charge** means any charge to a Customer's payment method that was not properly authorized or that resulted from technical errors, fraud, or system malfunctions.

## 2. **Refund Eligibility Criteria**

- 2.1. A Customer shall be eligible for a refund where the Company has failed to provide the booked service due to technical system failures, driver unavailability, or platform malfunctions beyond the Customer's control.
- 2.2. Refunds shall be granted where the Customer has been charged an incorrect Fare amount, including:
  - (a) Overcharging due to system errors or calculation mistakes;
  - (b) Duplicate charges for the same Trip;
  - (c) Unauthorized Charges processed without a completed booking or Trip.
- 2.3. Customers shall be eligible for refunds in cases of driver-initiated cancellations occurring more than five (5) minutes after booking confirmation, provided the Customer has not violated the Company's terms of service.
- 2.4. Service Failures that qualify for refunds include:
  - (a) Significant delays in driver arrival exceeding thirty (30) minutes from the estimated arrival time without reasonable justification;
  - (b) Driver failure to arrive at the designated pickup location despite confirmation;
  - (c) Trip termination by the driver without valid cause before reaching the destination.
- 2.5. Technical malfunctions during payment processing that result in multiple charges for a single Trip shall constitute grounds for refund of the excess amounts charged.
- 2.6. Refunds may be granted at the Company's discretion for exceptional circumstances involving safety concerns, vehicle breakdowns, or other unforeseen events that prevent Trip completion through no fault of the Customer.
- 2.7. All refund claims must be supported by relevant booking records, payment confirmations, and trip data available through the Platform to establish eligibility under this Policy.

### 3. **Refund Categories and Amounts**

3.1. The Company shall provide refunds in the following categories based on the nature and circumstances of each eligible refund request.

3.2. **Full Refund** shall be provided where:

- (a) A Service Failure occurs that prevents completion of the Trip;
- (b) The Customer is charged for a Trip that was not provided or completed;
- (c) An Unauthorized Charge is identified and confirmed by the Company;
- (d) The Driver fails to arrive at the pickup location within the estimated time without valid justification; or
- (e) The Company cancels a confirmed Booking due to operational reasons.

3.3. **Partial Refund** shall be calculated and provided where:

- (a) A Trip is partially completed but terminated due to circumstances beyond the Customer's control, with the refund amount calculated based on the uncompleted portion of the journey;
- (b) Service quality falls below acceptable standards during the Trip, with refund amounts determined at the Company's discretion up to fifty percent (50%) of the Fare; or
- (c) Overcharging occurs due to system errors, with the refund limited to the excess amount charged above the correct Fare.

3.4. **Account Credit** may be provided in lieu of monetary refunds where:

- (a) The original payment method is no longer available or accessible;
- (b) The refund amount is less than the minimum processing threshold for direct refunds as determined by the Company; or
- (c) The Customer specifically requests Account Credit as the preferred refund method.

- 3.5. Account Credit issued under this Policy shall:
- (a) Be valid for twelve (12) months from the date of issuance;
  - (b) Be non-transferable and tied to the Customer's account; and
  - (c) Be applied automatically to subsequent Trip bookings until fully utilized or expired.
- 3.6. Refund amounts shall be calculated based on the actual Fare paid by the Customer, excluding any promotional discounts, vouchers, or credits applied to the original transaction unless specifically warranted by the refund circumstances.

#### **4. Refund Request Process**

- 4.1. Customers may submit a Refund Request through any of the following approved channels:
- (a) The Grey Ride mobile application using the in-app refund request feature;
  - (b) customer support portal;
  - (c) The Company's official website through the Email to the designated customer service address provided by the Company;
  - (d) Written communication to the Company's registered business address.
- 4.2. All Refund Requests must be submitted within **thirty (30) days** of the date of the Trip or billing incident giving rise to the refund claim.
- 4.3. Each Refund Request must include the following mandatory information:
- (a) Customer's full name and registered account details;
  - (b) Trip reference number or booking confirmation details;
  - (c) Date and time of the relevant Trip or billing incident;
  - (d) Clear description of the issue warranting the refund claim;
  - (e) Amount of refund being claimed;

- (f) Preferred refund method from the available options.
- 4.4. Customers must provide supporting documentation where applicable, including:
- (a) Screenshots of error messages or system malfunctions;
  - (b) Bank statements showing duplicate or unauthorized charges;
  - (c) Evidence of service failure or driver misconduct;
  - (d) Any other relevant documentation supporting the refund claim.
- 4.5. The Company will acknowledge receipt of all Refund Requests within **two (2) business days** and provide a unique reference number for tracking purposes.
- 4.6. Incomplete Refund Requests will be returned to the Customer with notification of the missing information required, and the submission deadline will be extended by **seven (7) days** from the date of such notification.
- 4.7. The Company reserves the right to request additional information or documentation during the review process, and Customers must provide such information within **seven (7) days** of the request.

## **5. Processing Timeline**

- 5.1. **Refund Request Acknowledgment:** The Company shall acknowledge receipt of a Refund Request within twenty-four (24) hours of submission through the Platform or designated customer service channels.
- 5.2. **Initial Review Period:** All Refund Requests shall undergo an initial review within seventy-two (72) hours of receipt to determine completeness of documentation and preliminary eligibility assessment.
- 5.3. **Investigation and Decision Timeline:** The Company shall complete its investigation and render a decision on the Refund Request within seven (7) business days from the date of acknowledgment, provided all required documentation has been submitted.
- 5.4. **Extended Investigation Period:** Where circumstances require additional investigation, including but not limited to disputes with Drivers, technical system

reviews, or verification of third-party information, the Company may extend the investigation period by an additional seven (7) business days with written notice to the Customer.

5.5. **Decision Notification:** The Company shall notify the Customer of its refund decision in writing through the Platform notification system or registered email address within twenty-four (24) hours of reaching the decision.

5.6. **Refund Processing and Disbursement:** Upon approval of a Refund Request, the Company shall process the refund payment within the following timeframes:

(a) Account Credit refunds shall be processed immediately upon approval and reflected in the Customer's account within two (2) hours.

(b) Original payment method refunds shall be processed within three (3) business days of approval, subject to the processing times of the relevant financial institution.

(c) Bank transfer refunds shall be processed within five (5) business days of approval and receipt of verified banking details.

5.7. **Maximum Total Timeline:** The total time from Refund Request submission to payment disbursement shall not exceed fourteen (14) business days, except in cases requiring Extended Investigation Period as provided in clause 5.4.

5.8. **Business Days Definition:** For purposes of this section, business days exclude Saturdays, Sundays, and South African public holidays.

5.9. **Timeline Suspension:** Processing timelines may be suspended where the Customer fails to provide requested documentation or information, resuming from the date such information is received by the Company.

## 6. **Payment Methods for Refunds**

6.1. **Original Payment Method:** Refunds shall be processed to the same payment method used for the original transaction, unless such method is no longer available or valid.

6.2. **Alternative Payment Methods:** Where the original payment method is unavailable, invalid, or technically incompatible, the Company may process refunds through the following alternative methods:

- (a) Bank transfer to a South African bank account nominated by the Customer;
- (b) Account Credit applied to the Customer's Grey Ride platform account;
- (c) Digital wallet transfer where supported by the platform and Customer's payment provider.

6.3. **Bank Transfer Requirements:** Customers requesting refunds via bank transfer must provide verified banking details including account holder name, bank name, branch code, and account number.

6.4. **Account Credit Terms:** Refunds issued as Account Credit shall:

- (a) Be valid for a period of twelve (12) months from the date of issue;
- (b) Be non-transferable and non-refundable to cash;
- (c) Be applied automatically to future trip bookings until exhausted.

6.5. **Processing Fees:** The Company reserves the right to deduct reasonable banking or processing fees from refund amounts where alternative payment methods incur third-party charges.

6.6. **Payment Method Verification:** The Company may require additional verification or documentation to confirm the legitimacy of alternative payment methods before processing refunds.

6.7. **Failed Refund Attempts:** Where refund payments fail due to incorrect or invalid payment details provided by the Customer, the Company shall make reasonable attempts to contact the Customer for corrected information.

## 7. Exclusions and Limitations

7.1. **Customer-Initiated Cancellations** - No refund shall be provided for trips cancelled by the Customer after a Driver has been assigned and has commenced travel to the

pickup location, except where the cancellation occurs within the free cancellation period as specified in the Platform terms.

- 7.2. **Late Cancellations** - Customers who cancel bookings after the Driver has arrived at the designated pickup location or after the specified waiting period has elapsed shall not be eligible for refunds of any cancellation fees charged.
- 7.3. **No-Show Events** - No refunds shall be provided where the Customer fails to appear at the designated pickup location within the stipulated waiting time, resulting in trip cancellation by the Driver.
- 7.4. **Policy Violations** - Refunds shall be denied for trips where the Customer has violated the Company's terms of service, including but not limited to inappropriate conduct, property damage, or fraudulent activity.
- 7.5. **Completed Trips** - No refunds shall be provided for trips that have been successfully completed as booked, unless the Customer can demonstrate Overcharging or Service Failure during the trip.
- 7.6. **Third-Party Payment Issues** - The Company shall not be liable for refunds arising from payment failures, declined transactions, or processing delays caused by third-party payment providers, banks, or financial institutions.
- 7.7. **Force Majeure Events** - No refunds shall be required for trip cancellations or service disruptions caused by circumstances beyond the Company's reasonable control, including natural disasters, government restrictions, civil unrest, or public emergencies.
- 7.8. **Surge Pricing** - Customers shall not be entitled to refunds solely based on surge pricing or dynamic pricing applied during periods of high demand, provided such pricing was clearly displayed before booking confirmation.
- 7.9. **Route Deviations** - Refunds shall not be provided for route changes requested by the Customer during the trip, including additional stops or destination modifications that result in increased fare charges.

- 7.10. **Time Limitations** - No refund requests shall be processed if submitted more than thirty (30) days after the completion or cancellation of the relevant trip, regardless of the circumstances.
- 7.11. **Promotional Credits** - Refunds for trips paid using promotional credits, vouchers, or discount codes shall be limited to any additional amounts paid beyond the promotional value, with promotional benefits being non-refundable.
- 7.12. **Fraudulent Claims** - The Company reserves the right to deny refunds and suspend Customer accounts where refund requests are determined to be fraudulent, repetitive without merit, or part of abuse of the refund system.

## **8. Dispute Resolution**

### **8.1. Initial Dispute Resolution**

- (a) Customers who disagree with a refund decision or wish to dispute any aspect of the refund process must first contact Grey Ride's customer service team through the designated channels specified in Section 11.
- (b) All disputes must be submitted in writing within thirty (30) days of the refund decision or the occurrence of the disputed transaction.
- (c) The customer service team will acknowledge receipt of the dispute within two (2) business days and conduct an initial review within five (5) business days.

### **8.2. Escalation Process**

- (a) If the initial dispute resolution does not resolve the matter to the Customer's satisfaction, the dispute may be escalated to Grey Ride's refund review committee within ten (10) business days of receiving the initial decision.
- (b) The refund review committee will conduct a comprehensive review of the dispute and provide a written decision within fifteen (15) business days of receiving the escalated dispute.

- (c) The decision of the refund review committee constitutes Grey Ride's final internal decision on the refund dispute.

### 8.3. **External Dispute Resolution**

- (a) Customers who remain dissatisfied with Grey Ride's final internal decision may pursue resolution through alternative dispute resolution mechanisms or appropriate consumer protection authorities.
- (b) Nothing in this Policy prevents Customers from exercising their rights under the Consumer Protection Act 68 of 2008 or approaching the National Consumer Tribunal for resolution of disputes.

### 8.4. **Required Documentation**

- (a) All dispute submissions must include the original trip reference number, payment confirmation, and detailed explanation of the grounds for dispute.
- (b) Grey Ride may request additional documentation or information reasonably necessary to investigate and resolve the dispute.

### 8.5. **Good Faith Resolution**

- (a) Both parties undertake to engage in the dispute resolution process in good faith with the objective of reaching a fair and reasonable resolution.
- (b) Grey Ride will maintain records of all disputes and their resolutions for audit and compliance purposes.

## 9. **Policy Amendments**

- 9.1. The Company reserves the right to amend, modify, or update this Policy at any time in its sole discretion.
- 9.2. The Company shall provide customers with at least **thirty (30) days' prior written notice** of any material changes to this Policy.
- 9.3. Notice of amendments shall be provided through one or more of the following methods:

- (a) Email notification to the customer's registered email address on the Platform;
- (b) Push notification through the Company's mobile application;
- (c) Prominent notice displayed on the Company's website and Platform;
- (d) In-app notification when the customer next accesses their account.

9.4. Material changes include but are not limited to:

- (a) Changes to refund eligibility criteria;
- (b) Modifications to refund amounts or calculation methods;
- (c) Alterations to processing timelines;
- (d) Changes to exclusions and limitations on refunds.

9.5. Non-material changes, including administrative updates and clarifications, may be implemented immediately without prior notice.

9.6. Continued use of the Platform after the effective date of any amendments constitutes the customer's acceptance of the revised Policy.

9.7. If a customer does not agree to the amended Policy, they may discontinue use of the Platform before the amendments take effect.

9.8. Refund requests submitted before Policy amendments take effect shall be processed under the terms of the Policy in force at the time of the original transaction.

## **10. Consumer Protection Rights**

10.1. This Policy is subject to the provisions of the Consumer Protection Act 68 of 2008 ("CPA") and other applicable South African consumer protection legislation.

10.2. Customers have the right to receive services that are reasonably fit for purpose and of good quality in accordance with section 55 of the CPA.

- 10.3. Where services fail to satisfy the requirements and standards contemplated in the CPA, customers are entitled to a refund, replacement, or repair as provided for in section 56 of the CPA.
- 10.4. Nothing in this Policy limits, restricts, or waives any rights that customers may have under the CPA or other consumer protection legislation.
- 10.5. Customers have the right to approach the National Consumer Commission or relevant provincial consumer protection authority if they believe their consumer rights have been violated.
- 10.6. Any provision in this Policy that is inconsistent with the CPA or other mandatory consumer protection legislation shall be invalid to the extent of such inconsistency.
- 10.7. Customers may refer disputes to the National Consumer Tribunal or appropriate alternative dispute resolution mechanisms as provided for under South African law.
- 10.8. The Company shall not charge customers for exercising their rights under consumer protection legislation, including the right to cancel transactions or claim refunds where legally entitled.
- 10.9. Customers have the right to receive clear, comprehensible information about refund processes and their consumer rights in plain language as required by section 22 of the CPA.

## **11. Contact Information**

### **11.1. Customer Service Contact Details**

- (a) General customer service inquiries may be directed to Grey Ride through the following channels: email at [customerservice@greyride.co.za](mailto:customerservice@greyride.co.za), telephone at +27 11 123 4567, or through the in-app support feature available on the Grey Ride mobile application.
- (b) Customer service representatives are available Monday to Friday from 08:00 to 18:00 South African Standard Time, with limited weekend support available for urgent matters.

## 11.2. **Refund-Specific Inquiries**

- (a) All refund requests and refund-related inquiries must be submitted through the dedicated refund portal accessible via the Grey Ride mobile application or website at [www.greyride.co.za/refunds](http://www.greyride.co.za/refunds).
- (b) For urgent refund matters requiring immediate attention, customers may contact the refund support team directly at [refunds@greyride.co.za](mailto:refunds@greyride.co.za) or telephone +27 81 531 2907.

## 11.3. **Written Correspondence**

- (a) Formal written complaints or refund disputes may be addressed to Grey Ride (Pty) Ltd, Attention: Customer Relations Manager, at [complaints@greyride.co.za](mailto:complaints@greyride.co.za).
- (b) All written correspondence should include the customer's full name, registered mobile number, and relevant trip or booking reference numbers.

## 11.4. **Response Times**

- (a) Email inquiries will be acknowledged within 24 hours and responded to within 3 business days of receipt.
- (b) Refund-specific inquiries submitted through the dedicated portal will receive an automated confirmation immediately, with substantive responses provided within 2 business days.

## 11.5. **Emergency Contact**

- (a) For safety-related incidents or emergencies during trips that may result in refund claims, customers should contact the emergency hotline at +27 71 552 7299, available 24 hours daily.

## 12. **Governing Law and Jurisdiction**

- 12.1. This Policy and all matters arising from or in connection with it shall be governed by and construed in accordance with the laws of the Republic of South Africa.

- 12.2. The Consumer Protection Act 68 of 2008 and any other applicable consumer protection legislation of South Africa shall apply to this Policy where relevant.
- 12.3. Any dispute, claim or controversy arising out of or relating to this Policy, including disputes regarding refund eligibility, processing, or amounts, shall be subject to the exclusive jurisdiction of the courts of South Africa.
- 12.4. The parties consent to the jurisdiction of the High Court of South Africa and any competent Magistrate's Court within South Africa for the resolution of any disputes arising under this Policy.
- 12.5. Where a customer is domiciled in a specific province of South Africa, proceedings may be instituted in the High Court or Magistrate's Court having jurisdiction in that province, provided such court has the necessary monetary jurisdiction.
- 12.6. Nothing in this clause shall prevent Grey Ride from seeking urgent interim relief in any court of competent jurisdiction where circumstances warrant such relief.
- 12.7. The parties agree that South African courts are the most appropriate forum for resolving disputes arising under this Policy, and waive any objection to venue or forum non conveniens.

This Refund Policy has been duly authorized and approved by the undersigned authorized representatives of Grey Ride e-hailing company on 11/11/2022.

**GREY RIDE E-HAILING COMPANY**

This Policy supersedes all previous refund policies and becomes effective immediately upon execution.