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**TERMS AND CONDITIONS FOR THE USE OF THE PAYCENTRAL PLATFORM**

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between

**PAYCENTRAL PROPRIETARY LIMITED**

(Registration number 2016/169366/07)

("PayCentral" or "Us" or "We")

and

**THE USER WHOSE DETAILS APPEAR ON THE PLATFORM**

(Identity number appears on the Platform)

("You/r" or "User")

**PayCentral**<sup>®</sup>



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## PART A: SUMMARY

### 1. COMMERCIAL SUMMARY

The following summary sets out the indicative features and fees in relation to the Product. Please note that these fees are subject to changes in Our sole discretion. Please visit our website for further information in relation to the fees or contact Us accordingly.

Product	Features and benefits	Card use cases	Employee benefits
<b>CashCentral</b>	<ul style="list-style-type: none"><li>• Chip enabled</li><li>• PIN protected</li><li>• Tap and Go/ Insert/ Swipe</li><li>• Draw cash from ATMs / POS</li><li>• No e-commerce purchasing</li><li>• Reloadable</li><li>• 5-year validity (batch dependent)</li><li>• FICA (limited)</li><li>• SMS InContact</li></ul>	<ul style="list-style-type: none"><li>• Incentives</li><li>• Salaries and wages</li><li>• Unbanked employees</li><li>• Petty cash/ Expenses</li><li>• Cash loans</li><li>• Casual labour</li><li>• Local accommodation</li></ul>	N/A

<b>GiftCentral</b>	<ul style="list-style-type: none"> <li>• Chip enabled</li> <li>• No PIN</li> <li>• Tap and Go / Insert / Swipe</li> <li>• No cash withdrawal</li> <li>• No e-commerce purchasing</li> <li>• Reloadable</li> <li>• 3-year validity (batch dependent)</li> </ul>	<ul style="list-style-type: none"> <li>• Chip enabled</li> <li>• PIN protected</li> <li>• Tap and Go / Insert / Swipe</li> <li>• Draw cash from ATMs / POS</li> <li>• E-commerce purchasing enabled</li> <li>• Reloadable</li> <li>• 5-year validity (batch dependent)</li> <li>• FICA (limited)</li> <li>• SMS InContact</li> </ul>	N/A
<b>CashCentral+</b>	<ul style="list-style-type: none"> <li>• Chip enabled</li> <li>• PIN protected</li> <li>• Tap and Go / Insert / Swipe</li> <li>• Draw cash from ATMs / POS</li> <li>• E-commerce purchasing enabled</li> <li>• Reloadable</li> <li>• 5-year validity (batch dependent)</li> <li>• FICA (limited)</li> <li>• SMS InContact</li> </ul>	<ul style="list-style-type: none"> <li>• Incentives</li> <li>• Salaries and wages</li> <li>• Unbanked employees</li> <li>• Petty cash/ Expenses</li> <li>• Cash loans</li> <li>• Online shopping</li> </ul>	N/A
<b>GiftCentral+</b>	<ul style="list-style-type: none"> <li>• Chip enabled</li> <li>• PIN protected</li> <li>• Tap and Go / Insert / Swipe</li> <li>• No cash withdrawal</li> <li>• E-commerce purchasing enabled</li> <li>• Reloadable</li> <li>• 3-year validity (batch dependent)</li> </ul>	<ul style="list-style-type: none"> <li>• Incentives</li> <li>• Commission</li> <li>• Rebates</li> <li>• Long Service Awards</li> <li>• Bonuses</li> <li>• Corporate gifting</li> <li>• Birthdays</li> <li>• Special occasions</li> <li>• Online shopping</li> </ul>	PayCentral Rewards Limited (Over R1000 value across 10 partners)

<b>DigiCentral</b>	<ul style="list-style-type: none"> <li>• DigiCentral</li> <li>• 3D Secure PIN</li> <li>• E-commerce purchasing enabled</li> <li>• No cash withdrawal</li> <li>• Reloadable</li> <li>• SMS InContact</li> <li>• 3-year validity (after generation)</li> </ul>	<ul style="list-style-type: none"> <li>• Incentives</li> <li>• Commissions</li> <li>• Online shopping</li> <li>• Birthdays</li> <li>• Special occasions</li> <li>• Long Service Awards</li> <li>• Local accommodation booking</li> <li>• Local flight booking</li> </ul>	N/A
<b>FuelCentral</b>	<ul style="list-style-type: none"> <li>• Chip enabled</li> <li>• PIN protected</li> <li>• Tap and Go / Insert / Swipe</li> <li>• No cash withdrawal</li> <li>• No e-commerce purchasing</li> <li>• Reloadable</li> <li>• 3-year validity (batch dependent)</li> </ul>	<ul style="list-style-type: none"> <li>• Fuel purchases</li> <li>• Travel allowances</li> <li>• Fuel expense tracking</li> <li>• Fleet management</li> <li>• Cash flow management</li> <li>• Spend compliance</li> </ul>	N/A
<b>BeyondCentral</b>	<ul style="list-style-type: none"> <li>• Chip enabled</li> <li>• PIN protected</li> <li>• Tap and Go / Insert / Swipe</li> <li>• Draw cash from ATMs / POS</li> <li>• E-commerce purchasing enabled</li> <li>• Reloadable</li> <li>• 3-year validity (batch dependent)</li> </ul>	<ul style="list-style-type: none"> <li>• Local &amp; international purchases</li> <li>• Local and international withdrawals</li> <li>• Travel allowances</li> <li>• Accommodation</li> <li>• Flight booking</li> <li>• Online shopping</li> <li>• Expense tracking</li> <li>• Spend compliance</li> </ul>	N/A

## 2. SUMMARY OF THE TERMS AND CONDITIONS

This table sets out an indicative summary of the terms and conditions contained herein. Please note that it is Your responsibility to read and agree to each of the terms and conditions herein before using Our Platform. We shall not be liable for any inconsistency contained in this summary, specifically if it conflicts with the Terms and Conditions hereunder.

Clause number	Summary
<b>Part A: Summary</b>	
1	This section sets out a summary of the indicative features and fees in relation to the Products.
2	This section sets out an indicative summary of the terms and conditions contained herein.
<b>Part B: Introduction</b>	
3	This section deals with an introduction to the terms and conditions. We highlight that We may change these from time to time in our sole discretion. We shall not be liable for any inconsistency between the description of the Products and fees contained herein, and the description provided on our Platform.
4	This section details the parties to these Terms and Conditions.
5	This section provides a background on PayCentral and what We do. Please see further information about Us on our website.
6	This section sets out the various definitions used in these Terms and Conditions, and how You should interpret these Terms and Conditions.

<b>Part C: Terms and Conditions of the Products</b>	
7	This section highlights that each of Our Products are designated for a specific purpose, and it is Your responsibility to ensure that You select the correct Product/s when using Our Platform.
8	This section details who may use Our platform, and how You can access the Platform.
9	This section details what information you may have to provide when registering for various Cards. In addition, We obtain your consent to share any Personal Information with any third-party processor who may need to Process relevant information.
10	This section details how You can request and order Cards through the Platform. In addition, this section details various terms and conditions in relation to the Cards, including the expiry thereof, and the use of the Cards.
11	This section deals with how we use third party providers in relation to the Pre-Funded Cards, as well as the process You must follow to register a Pre-Funded Cards. Additionally, this section details other terms and conditions applicable to Pre-Funded Cards.
12	This section sets out how You can create Virtual Cards and what limitations may apply on Virtual Cards.
13	This section details how You can use Your Virtual Cards and what steps You may have to undertake to use a Virtual Card.
14	This section sets out the steps that You are required to adhere to in order to ensure the safety of a Virtual Card.
15	This section details how You can load money onto Your card. It further details various limitations during which You will be unable to load money onto Your Cards.
16	This section details how We apply a dormancy fee to the Cards for non-use thereof within the prescribed time period. It is Your responsibility to comply with any terms and conditions to prevent an applicable dormancy fee.

17	This section details certain limits to the amounts that the self-service allows You to load onto Your Card. Please ensure you Contact Us to find out more information about these limits.
18	This section details how You must ensure that Your transaction and the details of the Merchant are correct, as We are not responsible for any loss You suffer.
19	This section details what steps must be taken if there is a compromise of a Card or 3D Secure Code.
20	This section details the various prohibitions on Your Card. Please ensure you adhere to all of the limitations detailed herein.
21	This section deals with the terms with respect to the expiry of the Cards, including what to do when Cards expire, and how to obtain refunds with funds on Your Cards.
22	This section deals with the Access Codes, including the protection and loss of Access Codes.
23	This section deals with Our rights to suspend or block the Cards at any time where certain acts or omissions are conducted.
24	This section prohibits You from using the Card to the benefit of any Sanctioned Entity.
25	This section deals with Our Intellectual Property in relation to the Cards.
26	This section pertains to the fees that We charge from time to time. It is Your responsibility to ensure you are aware of our fees, including any updates, from time to time.
27	This section pertains to any and all taxes being Your responsibility, including any reporting to the relevant authorities.
28	This section highlights that We will not send You any correspondence or statements for the transactions but you will be able to view transactions on the Platform.

29	This section sets out the various disclaimers for using the Cards at Your own risk. It is Your responsibility to ensure that you adhere to the Terms and Conditions, including being aware of the various disclaimers that are applicable.
30	This section deals with how You may end the relationship with us, and how We may end the relationship with You.
<b>Part D: Terms and Conditions of Use</b>	
31	This section sets out the proprietary rights that we have in respect of the Platform, specifically pertaining to any Intellectual Property.
32	This section deals with the general use of the Platform, including using the Platform via a Device-Native Format and its Web-based Format. This section also details how We may use third-party software to onboard You as a user.
33	This section sets out Our rights in relation to the Terms and Conditions, the use of the Platform and the provision of the Services.
34	This section details the various anti-corruption undertakings and how the parties have to adhere to the relevant laws.
35	This section sets out a list of warranties that You provide to Us.
36	This section sets out Our limitation of liability. It is Your responsibility to ensure that You are aware of this section. Specifically, we highlight that We do not give any representations, guarantees or warranties of any kind (whether express or implied) as to its suitability, usability, accuracy or functionality of the Services. You indemnify and hold Us and Our Banking Partners liable from all liability.
37	This section sets out the mechanism on how to resolve any Disputes that may arise pursuant to these Terms and Conditions.
38	This section details that the Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.
39	This section allows us to change all or part of the Terms and Conditions from time to time, and it is Your responsibility to periodically check on the Platform for any such changes or updates.

40	This clause sets out general boilerplate provisions that are applicable to the Terms and Conditions.
41	This clause sets out the Domicillium for each of the Parties in respect of any notice.
<b>Part E: Privacy Policy and the Use of Personal Information</b>	
42	This section provides an introduction on how We are committed to protecting Your privacy and Personal Information. It also provides information on how we deal with Personal Information.
43	This section details what KYC information We may require from You, and it is Your obligation to provide all the information to Us.
44	This section sets out the consent that You give Us to collect Your Personal Information.
45	This section details how we can create Profiles by using Personal Information provided by You or obtained from publicly available resources to create various optimizations on the Platform.
46	This section sets out the purpose of collecting and processing Personal Information, including the reasons for collecting and Processing the Personal Information.
47	This section sets out a list of sub-processors that We use in providing You with use of the Platform.
48	This section deals with all reasonable steps that We take to protect Your Personal Information.
49	This section details how we collect your Personal Information from a number of different sources.
50	This section sets out Your rights in relation to the Personal Information that We hold about you. You have a right to know what Personal Information We hold about You and, in some cases, to have the information communicated to You.

51	This section highlights that We use cookies to help it remember, process and compile aggregate data about site traffic and site interaction so that We can offer You better site experiences and tools in the future.
52	This section allows Us to send You promotional and marketing material to You, including, without limitation, information about products, services, and special offers from Us or other companies that may interest you, based on Your Personal Information collected by Us.

## **PART B: INTRODUCTION**

### **3. RECITALS**

- 3.1. These Terms and Conditions set out the general terms and conditions of use of the Platform (including in relation to the Cards), as well as the privacy policy framework in relation to the Platform.
- 3.2. You acknowledge and agree that due to the continuous improvement of the Products and the updated fees, We may change these from time to time in our sole discretion. As such, We shall not be liable for any inconsistency between the description of the Products and fees contained herein, and the description provided on our Platform.
- 3.3. Please note that we reserve the sole right to amend these Terms and Conditions from time to time pursuant to the provisions set out herein. As such, by using our Platform, You agree to be bound by our Terms and Conditions.
- 3.4. Before using our Platform, please read these Terms and Conditions in detail, and ensure you are aware of Our limitation of liability (specifically as detailed in clause 36). By using Our Platform or any of the Cards, you unequivocally and irrevocably agree to these Terms and Conditions. If You do not agree to any of these Terms and Conditions, then it is Your responsibility to immediately cease using the Platform or the Cards.

### **4. PARTIES**

- 4.1. PayCentral Proprietary Limited, a private company duly incorporated and registered in South Africa, with registration number 2016/169366/07, and includes all of its Affiliates (“**PayCentral**” or “**Us**” or “**Our**” or “**We**”).
- 4.2. The user whose details appear on the Platform, who has signed up and agreed to be bound by these Terms and Conditions and includes any of Your Affiliates or your personnel who are employed by, or linked to, You (“**You/r**” or “**User**”).

### **5. BACKGROUND**

- 5.1. PayCentral is involved in the business of providing businesses with a variety of prepaid card options (either physically or virtually), offering alternate and safe payment solutions to conventional payroll or bank transfers. Our solutions include our various Products which We make available to You from time to time.
- 5.2. We have created a Platform which allows You to, *inter alia*, monitor your businesses spend, by easily managing and controlling the funds which are disbursed in the business operations

through various monitoring methods on Our Platform. Our Platform has features which include requesting quotes and converting invoices, in addition to other card related features.

- 5.3. As such, in order to use Our Platform, You hereby agree to each and every term and conditions contained herein.

## 6. INTERPRETATION

### 6.1. Definitions

In these Terms and Conditions, the following words shall bear the meanings ascribed to them below, and cognate expressions shall bear the corresponding meanings:

- 6.1.1. **“3D Secure Code”** means the protocol designed to enhance the security of online Card transactions by adding an additional layer of authentication during online purchases, and includes the personal identification number (pin) that You choose when creating your Card, including having the ability to view this code through the Platform, as well as other multi-faceted security features to protect your account on the Platform;
- 6.1.2. **“Access Codes”** means any of the secret codes (including letters and numbers) that You use to access the Platform, including your username, password, passcode or phone code;
- 6.1.3. **“Affiliate”** means in relation to a Party:
- 6.1.3.1. any direct or indirect holding company of such Party; or
  - 6.1.3.2. any company or entity which is a subsidiary of, or for the time being directly or indirectly controlled by the holding company; or
  - 6.1.3.3. in the case of a Party which does not have a holding company, any company or entity which is for the time being directly or indirectly controlled by that Party, and for this purpose (i) a company or entity is directly controlled by another company or entity if that other company or entity beneficially holds shares carrying the majority of votes at a general meeting (or similar body) of the first mentioned company or entity, (ii) and a company or entity is indirectly controlled by the holding company if a series of companies or entities can be specified, beginning with the holding company and ending with the particular company or entity, so related that each company of the series except the holding company is directly controlled by one or more of the preceding companies or entities in the series;

- 6.1.4. **“Anti-Corruption Laws”** means all applicable laws pertaining to corruption and bribery, including the United States of America Foreign Corrupt Practices Act, 1977 (**“FCPA”**), the United Kingdom Bribery Act, 2010, the South African Anti-Corruption Act, 2003 and the South African Prevention and Combating of Corrupt Activities Act, 2004, as amended from time to time;
- 6.1.5. **“Applicable Laws”** means any applicable statute, law, ordinance, rule, regulation, order, judgement or decree, enacted, adopted, issued or promulgated by any federal, national, state, regional, local, international, or multinational government, governmental, regulatory, or administrative authority, agency or commission, or any court, tribunal, or judicial or arbitral body of competent jurisdiction;
- 6.1.6. **“Banking Partner/s”** means our preferred bank nominated by Us from time to time, and for the time being the Standard Bank of South Africa Limited;
- 6.1.7. **“Card”** means (as the case may be) any Virtual Card, Physical Card or Pre-Funded Card that is linked to the Platform, which may be used on any payment wallet or application, through any of our Banking Partner/s;
- 6.1.8. **“Corrupt Act”** means any offence under any Anti-Corruption Law;
- 6.1.9. **“Device”** means any device which You may use to access, download or make use of the Services or the Platform, such as a personal computer, a smart phone, smart watch or tablet computer, or such other devices as may be created in the future which You may use for the purposes described herein;
- 6.1.10. **“Device-Native Format”** means any format of the Platform which is designed for use on a specific Device(s) other than its Web-Based Format;
- 6.1.11. **“Effective Date”** means the date upon which You download, access or make use of the Platform or its content, either by signing up for the Platform or using any of Our Services (whichever is the earlier);
- 6.1.12. **“Intellectual Property”** means all intellectual property subsisting in, pertaining to or used on the Platform including, patents, designs, inventions, Trade Marks, service marks, domain names and URL’s, sales and user data, databases, trade secrets, methods and know-how, as well as copyright, including all copyright in any logos, devices, designs, multimedia works, software (including both source and object code and any programmers’ or developers’ notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above;

- 6.1.13. **“Merchant”** means any person or entity that can accept the Card as payment for Purchases;
- 6.1.14. **“Reports”** means all output, including reports, graphs, diagrams and overviews, that is produced by Software for the You when using the Platform;
- 6.1.15. **“Parties”** means collectively, PayCentral and the User, and the term **“Party”** shall, as the context requires, be a reference to any one of them;
- 6.1.16. **“Paymentology”** means Paymentology Proprietary Limited (formerly Tutuka), a private company duly incorporated and registered in South Africa, with registration number 1999/020074/07;
- 6.1.17. **“Personal Information”** means information which relates to You or any of your Affiliates or personnel (whether an identifiable living natural person or identifiable, existing juristic person or otherwise), including, (i) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and Your birth; (ii) information relating to Your education or the medical, financial, criminal or employment history; (iii) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to you; (iv) Your biometric information; (v) Your personal opinions, views or preferences, correspondence uploaded by You that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (vi) the views or opinions of another individual about you, and Your name if it appears with other personal information relating to You or if the disclosure of the name itself would reveal information about You, Your location based data tracked through the global positioning system functionality on Your Device and any other personal information obtained by way of tracking Your location through Your Device’s global positioning system;
- 6.1.18. **“Physical Card”** means a physical card that you request and order, which is delivered to You by Us or any of our partners, which allows You to benefit from, *inter alia*, physical banking cards used for transacting in South Africa, which has a secure pin, allows for ATM withdrawals and instore purchases from any merchant terminal in South Africa;
- 6.1.19. **“Platform”** means the multi-device software application and programming interface (including any dashboards), whether in a Web-based Format or a Device-Native Format, to which these Terms and Conditions are linked or made

reference to, and through which You can download, access or make use of the Services;

- 6.1.20. **“Pre-Funded Card/s”** means any pre-funded ZAR based card that have point of sale and/or ATM functionality to persons who wish to use it, including pre-funded cards which are processed by Paymentology and managed by Us comprising of co-branded pre-funded cards, virtual pre-funded cards, pre-funded gift cards, and other similar pre-funded cards;
- 6.1.21. **“Process/ing”** means, in relation to:
- 6.1.21.1. information about You, any operation or activity, whether automated or not, concerning Personal Information, including, the collection of, receipt, recording, organisation, collation, storage, updating or modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, degradation, erasure or destruction of information; and
  - 6.1.21.2. any aspects concerning any of the Products, providing You, whether directly or indirectly, with the means to charge or debit accounts through the use of any payment mechanism, including as a result of the use of any the Products;
- 6.1.22. **“Products”** means any of the PayCentral products from time to time which are available on the Platform, which for the time being comprise of the (i) CashCentral, (ii) GiftCentral, (iii) CashCentral +, (iv) GiftCentral +, (v) DigiCentral, (vi) FuelCentral;
- 6.1.23. **“Profiles”** means any profile created by or as a result of You using the Platform, which may contain any information relating to You (including Personal Information), transaction history, and other information relating to the Cards, which can be accessed through the Software by means of an aggregation of information, including using information and data in relation to You which has been obtained from any publicly available sources and/or information and data supplied by You to Us through Your use of the Services (including in respect of any Reports which You may generate therefrom) or through Your interaction with the internet, in whatsoever form;
- 6.1.24. **“Prohibited Activities”** means any of the following activities (or activities similar to the following):
- 6.1.24.1. illegal or terrorist activities, including illegal financing;

- 6.1.24.2. money laundering, bribery, tax evasion, corruption, or fraud;
  - 6.1.24.3. any payment which takes an unfair or improper advantage of a person; or
  - 6.1.24.4. any activity that is subject to sanctions or do not comply with Applicable Laws;
- 6.1.25. **“Purchase”** means any purchase of goods or services from a Merchant using a Card, which may include (but not be limited to) use through the Platform, through a mobile payment application or on any third-party website or system;
- 6.1.26. **“Resident”** means a South African resident who holds a valid South African identity card or document;
- 6.1.27. **“Sanctioned Entity”** means any natural or juristic person or country listed on any sanctioned list or subject to any Sanctions, including, in the case of a:
- 6.1.27.1. juristic person, any person (i) who owns or controls it, or (ii) whom it owns or controls (including any Affiliates); or
  - 6.1.27.2. country, its ministries, departments and agencies, or other governmental organisations;
- 6.1.28. **“Sanctioning Body”** means any sanctioning body in the world, which is recognized as such, including in the European Union, the Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, and other similar bodies;
- 6.1.29. **“Sanctions”** means any restrictions set by a Sanctioning Body, including diplomatic, travel, trade, financial or embargoes;
- 6.1.30. **“Sanction List”** means any list of a Sanctioned Entity published by a Sanctioning Body, as amended from time to time;
- 6.1.31. **“Services”** mean Your access or use of the following services offered by Us to You through the Platform, including:
- 6.1.31.1. the Software through the Platform offered by Us on the Platform, from time to time, which is the provision of providing various Cards and other services described in clause 5.1;
  - 6.1.31.2. the products and/or services which We own and may be offered to You after You have subscribed for such products and/or services on

our Platform, including the generation of any Reports pertaining to financial spent on the Cards; and/or

- 6.1.31.3. any other products and/or services which We own and which may be offered to you, from time to time;
- 6.1.32. “**Software**” means the software solution made available through the Platform, and such other software as We may make available to You through the Platform, from time to time;
- 6.1.33. “**South Africa**” means the Republic of South Africa;
- 6.1.34. “**Terms and Conditions**” means the general terms and conditions of use as amended from time to time in the sole and absolute discretion of PayCentral, and includes our Banking Partners terms and conditions which are available on request;
- 6.1.35. “**Trade Marks**” means all registered and unregistered trademarks, trade names, symbols, signs, insignia, emblems, logos and slogans utilised on or in relation to the Platform;
- 6.1.36. “**Transaction**” means any debit of your Card that We action on Your instruction, or pursuant to the payment for any purchase;
- 6.1.37. “**Virtual Card**” means the prepaid or other similar virtual card, created through the Platform that You use to pay for a Transaction, and may include a card number, expiry date and a card verification value (“**CVV**”);
- 6.1.38. “**Web-based Format**” means any format of the Platform, which is designed, for You to access, download or make use of through a web browser, including that accessible at our website; and
- 6.1.39. “**ZAR**” or “**R**” means the South African rand, being the lawful currency of South Africa.

## 6.2. Interpretation

- 6.2.1. Unless inconsistent with the context or save where the contrary is expressly indicated:
- 6.2.1.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause 6, effect shall be given to it as if it were a substantive provision of these Terms and Conditions; and

- 6.2.1.2. any reference in these Terms and Conditions to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time.
- 6.2.2. Unless inconsistent with the context, an expression which denotes (i) any one gender includes the other genders; and (ii) the singular includes the plural and vice versa.
- 6.2.3. Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause 6.
- 6.2.4. Any reference to You shall include any of your personnel, Card holders and Affiliates. It is Your responsibility to ensure that each of Your personnel adheres to these Terms and Conditions.
- 6.2.5. The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 6.2.6. These Terms and Conditions shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed these Terms and Conditions in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 6.2.7. The use of the words "including", "includes" or "include", followed by a specific example(s), shall not be construed as limiting the meaning of the general wording preceding them, notwithstanding any rule of interpretation which may provide otherwise.

## **PART C: TERMS AND CONDITIONS OF THE PRODUCTS**

### **7. USE OF THE PRODUCTS**

- 7.1. You acknowledge and agree that We have various Products available on the Platform.
- 7.2. Each of Our Products are designated for specific purposes. As such, You undertake to ensure that You select the correct Product when using Our Platform. In this regard, We shall not be liable for any Product which you use that is incorrect or results in any charges or fees which You did not expect.
- 7.3. Please contact Us with regards to any queries on the Products before using the Products, as it is Your responsibility to comply with all of the terms and conditions in relation to the Products.

### **8. USE OF THE PLATFORM**

- 8.1. To use the Platform, You must be (i) a Resident if You are a natural person, or (ii) registered in accordance with South African laws if You are a juristic person, and You must not be engaged in any of the Prohibited Activities. We may, in our sole discretion, allow You to use the Platform if you are a (i) non-Resident if You are a natural person, or (ii) not registered in accordance with South African laws if You are a juristic person.
- 8.2. We will send You a link through which You can access the Platform, including via the Web-based Format, where You can access our Products and use the Cards subject to the Terms and Conditions. Before doing this, You will be required to adhere to our onboarding processes, which includes, amongst other things, being verified from a know-your-client and anti-money laundering perspective and creating a username and password to access Your profile.

### **9. CARDS**

- 9.1. During registration, You will be asked to provide Us with Your Personal Information, including Your name, surname, cell phone number, email address, company number, company registration number, links and other related aspects.
- 9.2. You expressly authorise Us to share such Personal Information with any third-party processor who may need to Process the information pursuant to these Terms and Conditions. We may ask you for a 3D Secure Code which You shall provide from time to time.

### **10. PHYSICAL CARDS**

- 10.1. You may request and order Physical Card/s, which are unassigned for the time being including a Pre-Funded Card from Us from time to time, in order to, *inter alia*, load these Cards with funds pursuant to these Terms and Conditions. You may do this through our Platform, or by

contacting Us in order to request and order any of the Physical Cards. We will arrange for delivery of the Physical Cards once we receive payment from You in relation to the relevant order.

- 10.2. You hereby acknowledge and agree that a Physical Card may expire within three or five years (as the case may be) of it being personalized (as the case may be), and We shall not be liable for any earlier expiry than You may expect. It is Your responsibility to take note of the expiry date of each Card.
- 10.3. You shall at all times be solely responsible for your Physical Card, including a Pre-Funded Card. Any unauthorized access or use of your Physical Card shall be Your sole responsibility, and You are required to block any Physical Card immediately if you become aware of any unlawful use of it.

## 11. **PRE-FUNDED CARDS**

- 11.1. You acknowledge and agree that We may use third party software, infrastructure and service providers (including Paymentology) to issue Pre-Funded Cards to you from time to time.
- 11.2. In order to use a Pre-Funded Card, You may be required to register the Pre-Funded Card on the Platform by following the instructions set out therein. As such, You hereby undertake and agree to only use the Pre-Funded Card for lawful purposes and in accordance with these Terms and Conditions.
- 11.3. If you wish to order a Pre-Funded Card, You shall be required to complete certain information and pay the relevant fees. It is Your responsibility to provide us with complete and accurate records prior to the Pre-Funded Card being issued, and if You fail to do so, we may immediately freeze or terminate access to the Pre-Funded Card.
- 11.4. Our Pre-Funded Card/s are for specific use cases only, and it is Your responsibility to ensure that You adhere to any terms and conditions imposed by Us in relation to acquiring a Pre-Funded Card.
- 11.5. You acknowledge that the Pre-Funded Card activation and operation may be interrupted due to the faulty manufacture of the Pre-Funded Cards by factors outside of our control. You agree to notify us as soon as possible if there is a fault on a Pre-Funded Card and We will use our reasonable endeavors to replace a faulty Pre-Funded card as soon as practically possible.
- 11.6. Our Pre-Funded Card services allow You to issue Pre-Funded Cards to Your personnel who can transact the ZAR amounts on the Pre-Funded Cards at various banking terminals.
- 11.7. We may recover any fees from You if We are penalized by MasterCard or any of the scheme partners for any incorrect information or values.

## 12. CREATING VIRTUAL CARDS

- 12.1. You can create Virtual Cards and distribute these Cards from the Platform by following the instructions. You are entitled to generate as many Virtual Cards as the Platform permits.
- 12.2. Our Virtual Cards can be used for, *inter alia*, subscribing to various subscriptions, paying for items or services and paying for travel and accommodation.
- 12.3. Through our Platform, You will be able to create Virtual Cards. Please follow the steps on the Platform in order to do this.
- 12.4. Any action which can be regarded as a prohibited action by You due to any infringement on our Platform, including creating Virtual Cards for unlawful purposes, will immediately be stopped by Us in our sole discretion, where we shall be entitled to block any access to the Cards or the Platform. You undertake to ensure that none of the actions on the Platform are for unlawful purposes.
- 12.5. You will have access to Your Virtual Card only after We have approved Your registration and You will be able to use Your Virtual Card only if there are available funds (money) on Your Virtual.

## 13. USING YOUR VIRTUAL CARD

- 13.1. You can use the Virtual Card for Purchase/s and You can find Your Virtual Card details through the Platform.
- 13.2. You may also have to enter Your 3D Secure Code to finalize a Purchase. The 3D Secure Code gives You an extra layer of security when You make a purchase, and a Merchant should not see it. You may not always be asked to enter a CVV or a 3D Secure Code to complete a purchase, so always make sure You want to proceed with the transaction before You provide Your Virtual Card details to a Merchant.
- 13.3. You must not use the Virtual Card for any prohibited activity or for anything that breaches these Terms and Conditions. You can only use Your Virtual Card in South Africa.

## 14. SAFETY OF VIRTUAL CARD

- 14.1. It is Your responsibility to keep Your Virtual Card details and 3D Secure Code safe. After Your Virtual Card details or Your 3D Secure Code has been entered, We may deal with a transaction as if You authorized it. Unless You can prove otherwise, You are responsible for all transactions, whether they are authorized by You or not. We are not responsible for any losses You suffer, and You may also be held liable for any losses incurred by any other Party because someone else used Your Virtual Card.

- 14.2. Persons who do not have Your 3D Secure Code can still use Your Virtual Card for a purchase. For example, certain websites do not prompt you to enter your 3D Secure Code. Always keep the Card details safe and ensure You have appropriate security and organizational measures in place from time to time.

15. **LOADING MONEY ONTO YOUR CARD**

- 15.1. We can load money onto Your Card at appropriate times (as we may direct from time to time), provided that You have made the appropriate deposits through the Platform or Bank Provider previously. Whilst We will endeavour to allow You to load money onto Your Card, You will not be able to load certain ZAR amounts onto certain Cards between 23:00 to 08:00 on each day, due to daily reconciliations.
- 15.2. Unless We let You know otherwise, no person or entity (including You) can load money to Your Card, other than permitted persons approved on Our Platform which adhere to our Terms and Conditions.
- 15.3. We reserve the right to request any further information from You in relation to the source of funds being loaded onto Your Card if we are of the reasonable view that there may be any potential or actual money laundering, fraud, or other similar prohibited actions.

16. **DORMANCY FEE**

- 16.1. You hereby acknowledge and agree that We may charge You a dormancy fee for the relevant non-use of a Card.
- 16.2. If a Card has not been loaded with any funds in a twelve-month period, then a dormancy fee will become applicable to that specific Card from time to time.
- 16.3. A dormancy fee of R15.00 per month, per Card will be deducted after the twelve-month period.

17. **LIMITS THAT APPLY**

- 17.1. You acknowledge and agree that there will be limits to the amounts the self-service allows You to load onto Your Card. These limits may be available on the Platform from time to time. If You require any information on these limits, please contact Us.
- 17.2. We will debit each purchase You make with Your Card against the balance available on Your Card. You will be able to use Your Card until there is no money left on it, until it expires, or until it is stopped.

## 18. **CORRECT TRANSACTION INFORMATION**

- 18.1. You must check that Your transaction and the details of the Merchant are correct. We are not responsible for any loss You suffer if You enter the incorrect details for Your transaction or if You incorrectly repeat a transaction.
- 18.2. Once You have made a purchase with Your Card, We cannot stop payment for the transaction or give You a refund. You must take up any dispute regarding a transaction directly with the Merchant. It is Your responsibility to comply with any terms that a Merchant imposes on You for a transaction. Merchants are responsible for transactions carried out with them and they are separate from the Banking Provider.
- 18.3. We are not responsible if a Merchant does not accept Your Card or if you have a complaint about a Purchase.
- 18.4. You hereby agree to be bound by any terms and conditions of the Merchant from time to time, and you agree that it is not Our responsibility to draw the Merchant/s terms and conditions to Your attention.

## 19. **COMPROMISE OF CARD OR 3D SECURE CODE**

- 19.1. If You suspect that anyone else knows Your Card details, Your 3D Secure Code or any other information, or if You become aware of any unauthorized activity in respect of Your Virtual Card or 3D Secure Code, You must immediately log on to the Platform and stop Your Card.
- 19.2. If You cannot access the Platform, then You must contact the support team using the details provided on the Platform. You are responsible for all payments made with the Card before the Card is stopped.

## 20. **PROHIBITIONS ON YOUR CARD**

- 20.1. Unless we instruct You otherwise, You cannot use certain Card/s:
  - 20.1.1. to withdraw money;
  - 20.1.2. at any automated teller machine (“**ATM**”);
  - 20.1.3. to buy something face-to-face, through a point-of-sale (“**POS**”) device or through any other Card acceptance device (such as a QR code) unless it is through a digital wallet that accepts Virtual Cards;
  - 20.1.4. to purchase any gambling products (whether by way of physical location or online);

- 20.1.5. to hold any deposits when, *inter alia*, hiring cars, paying for hotels or incurring any other holding charges;
- 20.1.6. to gamble or bet at any casino (whether online or physical), or such other similar gambling play;
- 20.1.7. to pay for tollgate charges, or other similar charges.

20.2. It is Your responsibility to review each Cards features and limitations and adhere to the limitations set out in this clause 20.

## 21. **EXPIRY OF CARD**

- 21.1. Your Card should be valid for three to five years from date of manufacture (or such other period as the Banking Partner/s may elect) and You may find the expiry date on the Platform (together with your other Card details). You cannot use Your Card after it expires.
- 21.2. If the Card expires and if We agree to it, You may order new Cards through the Platform or in any other way that We elect. You may be required to update Your Personal Information before a new Card is issued to You.
- 21.3. If there is money on Your Card when it expires and You do not get a new Card, You must contact Us to claim this money. We may ask You to follow certain processes in order to obtain a refund and it is Your obligation to reach out to Us if You are unsure of the relevant process.

## 22. **ACCESS CODES**

### 22.1. **Loss of Access Codes**

If You forget or wish to change any of Your Access Codes, You can reset it through the Platform or in any other way that We may tell you about.

### 22.2. **Protection of Access Code**

- 22.2.1. You must keep your Access Codes safe. If anyone who knows these details which could get access to the Platform, find out Your Card details and steals or attempt to steal Your money or use your Personal Information illegally, You must immediately notify Us and take all such steps to prevent the unlawful access.
- 22.2.2. No person ever has a good reason to know or ask for your Access Codes, so You must never give it to anyone.
- 22.2.3. You waive (give up) any claim You may have against Us or our Banking Partners for any losses You may suffer if You have not kept Your Access Codes safe.

**23. BLOCKING CARDS**

23.1. We may immediately suspend or block the Card at any time, including in cases where:

- 23.1.1. You ask us to do it (for example, if You suspect that someone knows Your 3D Secure Code or Your Card details);
- 23.1.2. We ask You or a Banking Partner to do so;
- 23.1.3. We suspect fraud or suspect that You are using the Card wrongfully or illegally or for any of the Prohibited Activities;
- 23.1.4. We suspect that You have breached these Terms and Conditions;
- 23.1.5. Your Personal Information, which You must give to Us, is not up to date;
- 23.1.6. We suspect that We are exposed to risk through Your use of the Card; or
- 23.1.7. We are required by any Applicable Law or any regulatory authority, payment scheme or Sanctioning Body or ordered by a court of law to do so.

23.2. Should We suspend Your Card because of a breach, You will only be able to use the Card if You have corrected the breach (if this is possible) during the time that You are told to do so. If We decide to block your Card, it will be delinked from the Platform and You will not be able to use it again. You will qualify for a new Card only if we are satisfied that You have corrected the breach (if this is possible).

**24. SANCTIONS**

- 24.1. You must not (i) use the Card to benefit any Sanctioned Entity, or (ii) make the Card available to any person who may use it to benefit a Sanctioned Entity.
- 24.2. Should You or anyone associated with You be investigated for any activities relating to Sanctions, You must let us know about this immediately and in writing.
- 24.3. We are not responsible to You for any losses You suffer if we end our relationship with You in terms of this clause 24.

**25. INTELLECTUAL PROPERTY OF CARDS**

25.1. We or the Banking Partners are the owner of the Card/s and any Intellectual Property in relation to the Cards.

- 25.2. All Intellectual Property rights in connection with the Card belong to Us and/or our Banking Partners and the licensors. You do not have any Intellectual Property rights in the Card or in any improvements or variations made to them.
- 25.3. Mastercard and the Mastercard brand are registered trademarks of Mastercard Worldwide, a card association, and of all its related companies.

## 26. FEES AND COSTS

- 26.1. You acknowledge and agree that We will charge certain fees from time to time, which are available at <https://paycentral.co.za>. You expressly agree that the fees set out in clause 0 are purely for indicative purposes only, and if there is any conflict between the fees set out in clause 0 and the fees on our Platform, the fees on our Platform shall prevail.
- 26.2. You will not be paid interest on any balance on the Cards.
- 26.3. We will let you know about any fees that We charge. It is Your responsibility to see our fee page and website which may contain our relevant fees from time to time.
- 26.4. We may change these fees or charge other fees (or add features or functions), at Our discretion. We will tell you about this before we do it.
- 26.5. Standard data costs will be charged when You use the Platform. These costs are charged by Your mobile network operator or internet service provider. Any questions related to Your data costs must be directed to your mobile network operator or internet service provider.

## 27. TAXES

- 27.1. You acknowledge and agree that You are solely responsible for complying with all applicable tax laws and regulations related to, *inter alia*, the use of the Platform or the Cards. This includes but is not limited to the reporting and payment of any taxes arising from transactions conducted through the platform to the South African Revenue Services or any other authority. We do not assume any responsibility or liability for Your tax obligations arising from the use of the Platform or the Cards.
- 27.2. We do not provide any tax, legal, or financial advice. You acknowledge that any information provided on the Platform by Us is for general informational purposes only and should not be considered as professional advice. You should consult with Your own tax advisor or legal advisor to address their specific tax situations that may arise as a result of the use of the Platform or the Cards.
- 27.3. We shall not be liable for any consequences, losses, or damages arising out of Your failure to fulfil Your tax obligations or for any actions taken by tax authorities against You.

27.4. You acknowledge that tax laws and regulations may change over time. We are not responsible for informing You of such changes, and it is Your responsibility to stay informed about any updates or modifications to tax laws that may affect Your use of the Platform.

28. **NO STATEMENTS**

28.1. We will not send You any correspondence or statements for the transactions.

28.2. You will be able to view Your transactions from time to time from the Platform or through <https://getmybalance.co.za>.

29. **DISCLAIMERS**

29.1. You undertake and agree that You use the Card/s at Your own risk.

29.2. To the extent permitted by Applicable Laws, We and our Banking Partners are not and will not be liable to You for any losses suffered in connection with:

29.2.1. Your failure to keep to Your obligations under these Terms and Conditions;

29.2.2. the fact that someone else discovered Your Card details, Your Access Codes or Your 3D Secure Code and used them to perform fraudulent or unauthorized transactions;

29.2.3. any defect, fault, malfunction or delay in your device hardware and/or software;

29.2.4. any technical or other problem (interruption, malfunction, downtime or other failure) that affects the Card, the Platform, our Banking Partners banking systems, a third-Party system or any part of any database for any reason;

29.2.5. the loss of or damage to any Personal Information or other information because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus or your own negligence (lack of care);

29.2.6. any dispute in respect of a transaction;

29.2.7. any failure or problem affecting products or services provided by any other Party, for example, a telecommunication service provider (such as Telkom), internet or network service providers, electricity suppliers (such as Eskom), or a local or other authority; or

29.2.8. any event that we have no control over, for example if You do not have enough money on Your Virtual Card or your device is stolen, or Your network's coverage or availability or Your device's capability or capacity.

### 30. **ENDING THE RELATIONSHIP WITH US**

- 30.1. You may stop using the Card at any time. If You do not wish to use it anymore, You must make a reasonable effort to spend any remaining money. If there is still any money left on the Card, you must claim this money from Us. We reserve the right to require You or the profile holder to claim the money from the relevant profile balance.
- 30.2. You shall be entitled to reverse funds from the Cards to Your profile on Our Platform, subject to Us charging a fee for this transfer. Once the funds have been reserved from the Cards onto Your profile on Our Platform subject to the relevant processes being adhered to, We may refund this amount into a ZAR bank account, provided that you adhere to all requests, processes and terms that we impose from time to time.
- 30.3. We or our Banking Partners may end our relationship with You in respect of the Card at any time, including in cases where We:
- 30.3.1. have a reasonable reason to do so (in our sole discretion);
  - 30.3.2. have asked you to correct your breach of these Terms and Conditions (if this is possible) and You have not done so or have not done so in time;
  - 30.3.3. suspect that we are exposed to risk through your use of the Card or you are involved in any prohibited activity;
  - 30.3.4. suspect that You are or are about to become subject to Sanctions; or
  - 30.3.5. are required by any Applicable Laws or any regulatory authority, payment scheme or Sanctioning Body or ordered by a court of law to do so.
- 30.4. If our relationship with You ends, this means that You will no longer have access to the Card and You must stop using the Card. We will tell you if this also ends a relationship with You in respect of the Platform or due to Our Banking Partners requesting this.
- 30.5. Subject to Applicable Laws, You have the right to a refund of the remaining balance on the Card. We will let you know at the time what You must do to get this refund. Please note that We may require You to first transfer any funds from Your Card/s onto Your profile on the Platform, before We issue a refund. The obligations which We may impose are in Our sole discretion, but subject to Us being reasonable at all material times.

## **PART D: TERMS AND CONDITIONS OF USE**

### **31. PROPRIETARY RIGHTS**

- 31.1. Using Our Services does not give You ownership of any Intellectual Property rights in Our Services or the content You access or make use of, or available to, the Platform. You agree that We own all Intellectual Property subsisting in the Services and the Platform.
- 31.2. All Applicable Laws protect the content of the Services and the Platform. The owners of such content reserve all such rights therein unless provided otherwise in these Terms and Conditions.
- 31.3. You undertake not to:
  - 31.3.1. use or register any Trade Marks, trade names or other devices or incorporate marks which are the same as or confusingly similar to the Trade Marks or which marks are likely to be associated with the Trade Marks or where such use would take unfair advantage of or be detrimental to the distinctive character or the repute of the Trade Marks;
  - 31.3.2. at any time, to do (or cause to be done) anything in any way which or could impair, weaken, damage or be detrimental to any part of Our rights, title and interest in and to the Intellectual Property, or the reputation and goodwill associated therewith;
  - 31.3.3. challenge Our rights to Our current or future Intellectual Property in any country; and
  - 31.3.4. make any unauthorised use of the Intellectual Property or to represent that You have any rights of any nature in the Intellectual Property or any registrations thereof.

### **32. GENERAL USE OF THE PLATFORM**

- 32.1. In order to use the Platform, You must register an account on the Platform by following the prompts displayed on the Platform after downloading it (if made available by means of a Device-Native Format) or entering the Platform (in its Web-based Format).
- 32.2. We will onboard each and every user on Our Platform pursuant to Our standard onboarding processes from time to time.
- 32.3. By registering an account on the Platform, You agree that You shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any

aspect of the Services. You shall notify Us should You discover any loss or unauthorised disclosure of the information.

- 32.4. We may use third-party onboarding software and/or providers and You hereby give Us consent to allow the third-party onboarding software and/or providers to Process any information that we may require to onboard You. Our onboarding process includes onboarding all of the natural persons and juristic persons who use Our Platform.
- 32.5. You may choose or be provided with an identification code, username, password or any similar form of identification information as part of the Platform's security systems ("**Log-in Credentials**") by signing up online at <https://paycentral.co.za> or You may otherwise be assigned an identification code, username, password or any similar form of identification information to You by an administrator (such as an Affiliate).
- 32.6. Your Log-in Credentials is valuable and You are responsible for keeping this information secret and confidential and will not allow anyone else who is not authorised to use it. You agree that You will not be entitled to transfer, share or grant another user or entity access to Your Log-in Credentials.
- 32.7. You shall be responsible for any and all access to any of the Services with Your Log-in Credentials. When Your Log-in Credentials have been used in order to gain access to the Services, We shall be entitled to assume that such use and all related communications emanate from you. We encourage You to use a distinct and non-obvious account password that is different from passwords You use for any other service and to log-out of the Platform after using it to prevent anyone else from using it.
- 32.8. If We reasonably suspect that Your account is being used by a third party fraudulently (for example, as a result of a compromise to Your Log-in Credentials), You acknowledge that We may suspend Your account until You can reclaim ownership of it. Based on the nature of the compromise, We may be required to disable access to some or all of the Services which may be made available to You on the Platform.
- 32.9. In the event that You become aware of a breach of the confidentiality of Your Log-in Credentials, You must immediately notify Us via email to the following address [support@paycentral.co.za](mailto:support@paycentral.co.za). Your compromised Log-in Credentials will be deactivated as soon as reasonably possible and You shall be obliged to amend Your Log-in Credentials.
- 32.10. If You create an account on behalf of an entity, such as Your business or employer, You represent that You have the legal authority to bind that entity to these Terms and Conditions and such entity accepts these Terms and Conditions. You shall hold harmless and indemnify Us and our officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms and conditions, including any

liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

- 32.11. Please do not misuse Our Services. By accessing, downloading or making use of the Services, You undertake not to (whether directly or indirectly, including by means of targeted or strategic search patterns or generation of Reports):
- 32.11.1. transmit any information through the Platform and/or do anything that is unlawful, harmful, fraudulent, inflammatory, insulting, offensive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, discriminatory, invasive of another's privacy, or racially, ethnically, or otherwise objectionable or constitutes a personal attack or likely to promote violence or hatred against others or post anything on the Platform that contains abusive, offensive or profane language;
  - 32.11.2. not to copy, republish, distribute, adapt, modify, alter, decompile, reverse engineer, or attempt to derive the source code of or create a derivative of works or otherwise attempt to reproduce the Platform or its contents (including any material displayed or made available thereon), including any and all content belonging to third parties that are found thereon or to which the Platform provides a link;
  - 32.11.3. not to establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Platform without Our prior written consent;
  - 32.11.4. engage in any activity that exploits, harms or threatens to harm minors in any way through the Platform;
  - 32.11.5. circumvent any restrictions on access to or availability of the Services, including to attempting to gain unauthorised access to the Platform, including through theft of another user's Log-in Credentials or by-passing any user authorisation settings set by You through Your use of the Services;
  - 32.11.6. transmit any information through or via the Platform which contains any viruses, trojan horses, worms, logic bombs, time-locks or other malicious coding, or software or other components designed to limit or harm the functionality of a computer. We may report You to the relevant authorities and may act under the fullest extent of Applicable Laws if You transmit or upload content intended or designed to cause harm;

- 32.11.7. fail to comply or help others to break these Terms and Conditions, any guidelines or rules (which We may post on the Platform from time to time), and any Applicable Laws;
  - 32.11.8. impersonate any person or entity or falsely state or otherwise misrepresent its affiliation with a person or entity; and/or
  - 32.11.9. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.
- 32.12. If You wish to deactivate Your account at any time and for any reason, please follow the Process on the Platform, email Us on [support@paycentral.co.za](mailto:support@paycentral.co.za).
- 32.13. If You commit any breach of these Terms and Conditions or in any other way interact with or use the Services in an unlawful or unauthorised manner, We shall be entitled, in Our sole and absolute discretion, to deactivate Your account and terminate Your access to the Services immediately, without prior notice, without any liability on Our part and without prejudice to Our rights in terms of these terms and conditions or under any applicable law, in doing so all rights granted to You in terms of these terms and conditions shall cease immediately.
- 32.14. Notwithstanding anything to the contrary, You acknowledge and agree that any or all of Our Services may be terminated in whole or in part at Our sole and absolute discretion (for any reason whatsoever) without notice to you if we have any reason or basis to do so (acting reasonably). You assume any and all risk of loss associated with the termination of Our services.
- 32.15. Upon Your or Our decision (as the case may be) to deactivate Your account or Our decision to terminate any or all of the Service offered to You (in accordance with these Terms and Conditions), You agree that all rights granted to You in terms of these Terms and Conditions, including Your right to access and make use the Services stops immediately.
- 32.16. If You commit any of the offences detailed in any Applicable Law, You acknowledge that You shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Us or our Affiliates, agents and/or partners (including Our Banking Partners).

### 33. **OUR RIGHTS**

- 33.1. You agree and acknowledge that:

- 33.1.1. You will only use the Services in accordance with these Terms and Conditions, including any terms and conditions incorporated herein by reference and any Applicable Laws;
  - 33.1.2. if there is a conflict between any versions of these Terms and Conditions, the Terms and Conditions last in time shall prevail and be binding on You; and
  - 33.1.3. no third party has any obligations to provide maintenance or support in relation to the Services.
- 33.2. You hereby indemnify and hold Us harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by You and/or any third party in relation to any act or omission by You or Your affiliates, employees, representatives, agents or assigns or any third party in relation to or arising out of Your use of the Services or the Platform and/or arising from Your violation or infringement of the provisions of these Terms and Conditions, additional rules, guidelines or terms of use posted on the Platform, or Your violation or infringement of any third party rights, including intellectual property rights.
- 33.3. To the extent any publicly available information or logos are made available to You on the Platform for submitting, storing or receiving of content to or through the Services (“**Content**”), You hereby give Us a worldwide and royalty-free licence to use, host, store, reproduce, broadcast, transmit, display, reformat, modify, create derivative works (such as those resulting from translations, adaptations or other changes We may make so that the Content works better with the Services), communicate, publish, publicly perform, publicly display and distribute such Content, to the extent permitted by any Applicable Laws and without compensating you.
- 33.4. We reserve the right to make any changes to the Platform, its content and/or the Services offered through the Platform at any time and without notice to reflect changes to any Applicable Laws or changes to the Services. Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to these Terms and Conditions.
- 33.5. The display of Content via the Platform may differ depending on the Device You are using to access the Services.
- 33.6. You agree that the content made available through the Platform reflects the views of the author and do not necessarily constitute Our official opinion unless stated otherwise.
- 33.7. The transmission of information via the internet, including without limitation email, is susceptible to monitoring and interception. You agree and acknowledge that You bear all risk of transmitting information in this manner. Under no circumstances shall We be liable for any loss, harm, or damage suffered by the user as a result thereof. We reserve the right to request

independent verification of any information transmitted via email and You hereby consent to such verification should We deem it necessary.

33.8. The Software, and aspects or features thereof, may, from time to time, be provided in beta format or subject to bugs. In such instances, any access to the Platform or the Software shall be on an “as is” and “as available” basis.

33.9. Should You encounter any bugs, glitches, lack of functionality or other problems on the Platform, please let Us know immediately so We can rectify these accordingly. We undertake to do this as soon as practically possible.

#### 34. **ANTI-CORRUPTION UNDERTAKINGS**

34.1. Each Party, on its own behalf and on behalf of its owners, beneficial owners, partners, Shareholders, employees, officers and Directors, agents and consultants, if any (“**Principals**”) represents, warrants and undertakes to, and for the benefit of, the other Parties that now and for the duration of this Agreement:

34.1.1. it has not committed any Corrupt Act by entering into this Agreement;

34.1.2. it shall not, whether by act or omission, engage in any practice or conduct which does, or is likely to, constitute an offence under the Anti-Corruption Laws or violate any anti-boycott, embargo or money-laundering regulations, export restrictions or other applicable domestic or foreign law, whether in relation to the implementation of this Agreement or otherwise;

34.1.3. no Principal is at present appointed (nor will any Principals be appointed for the duration of this Agreement), as a foreign official (as contemplated in the FCPA) or agency or instrumentality of a foreign government or political Party; and

34.1.4. to the extent that a Party becomes aware there has been non-compliance with any of the provisions set out in clauses 34.1 to clauses 34.1.3, it will immediately disclose the full details relating to the non-compliance, to the other Parties.

34.2. Each Party shall:

34.2.1. make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflect its transactions and dispositions of assets;

34.2.2. devise and maintain a system of internal controls which sufficiently assures that -

34.2.2.1. transactions are executed in accordance with its management's authorisation;

- 34.2.2.2. transactions are recorded as necessary to prepare financial statements (in conformity to generally accepted accounting principles) and to maintain accountability for its assets;
  - 34.2.2.3. access to assets is only permitted in accordance with its management's authorisation; and
  - 34.2.2.4. the recorded accountability for assets is compared with the existing assets at reasonable intervals, and appropriate action is taken with respect to any differences;
  - 34.2.2.5. allow the other Parties to conduct a forensic audit on it in order to verify compliance with clauses 34.2.2.1 to clauses 34.2.2.4; and
  - 34.2.2.6. not use any accounting procedure, technique, or device that would hide or disguise any illegal payments, as this is prohibited.
- 34.3. Despite any other provision of this Agreement and without prejudice to any other remedies of a Party under this Agreement or at law, in the event of a breach of this clause 34, a Party may terminate the Agreement forthwith.

35. **WARRANTIES**

You hereby represent and warrant that You:

- 35.1. have full contractual capacity, are of the legal age to form a binding contract, and have not been declared mentally unfit by any court of competent jurisdiction (if applicable);
- 35.2. have full authority on behalf of any juristic person to enter into and be bound by this Agreement;
- 35.3. have read and understand these Terms and Conditions before accessing, downloading or make use of the Services;
- 35.4. are not a person barred from receiving the Services in terms of any Applicable Laws in any applicable jurisdiction;
- 35.5. are not a Sanctioned Entity, subject to any Sanctions, or listed on any government list of prohibited or restricted parties; and
- 35.6. any information which You have submitted when registering Your account on the Platform is true, accurate, current and complete and that You will maintain and promptly update such information keep it true, accurate, current and complete.

## 36. LIMITATION OF LIABILITY

- 36.1. You agree that You make use of the Services and the Platform at Your own risk and assume all responsibility for Your risk use of the Services. Except where expressly provided otherwise, the Platform, all content provided on or through the Platform, and the Services are provided “as is”.
- 36.2. You acknowledge and agree that the Platform may have downtime from time to time, and You will not hold us liable for this in any manner whatsoever. We will use our reasonable endeavours to remediate any downtime from time to time, provided that it is within our control, and provided that We are aware of the downtime or issues.
- 36.3. You agree that We do not give any representations, guarantees or warranties of any kind (whether express or implied) as to its suitability, usability, accuracy or functionality of the Services.
- 36.4. Notwithstanding anything to the contrary contained in these Terms and Conditions, We shall have no liability for any compensation, loss, damage, cost, claim or penalty of whatsoever nature, including direct, indirect, special, and consequential damages, loss of profits, commercial or economic loss, whether caused by latent or patent defects in the Platform, the access or use of the Platform and content contained on the Platform or otherwise, whether or not We have been advised of or have knowledge of the possibility of such resulting from Your use of the Services, including in respect of any damage to any computer system or loss of data that results from such activities, and any other loss of whatsoever nature, however arising out of or in connection with these terms and conditions or the Platform.
- 36.5. Although all efforts will be put into ensuring that no malicious content can be received by You through the Platform and made to have the Platform available at all times, You agree that We do not warrant:
- 36.5.1. the Platform not being free of any malicious content or viruses, any loss resulting from a distributed denial-of-service attack, or any malicious content that may infect any of Your devices, equipment, data or any other material caused by Your use of the Services or downloads received from Your use of the Services;
  - 36.5.2. Services will be available at all times and You agree that the all or any part of the Services may become unavailable due to technical related reasons, maintenance or repairs, loss of connectivity or some other form of interruption (whether on a scheduled or unscheduled basis);
  - 36.5.3. the Platform shall be error-free or will meet any particular criteria of accuracy, completeness, timeliness, suitability or reliability of information, performance or

quality. We expressly disclaim, to the extent permitted by any Applicable Law, all warranties whether express, statutory or implied, including warranties of merchantability, title, fitness for any or a particular purpose, non-infringement, compatibility, security, accuracy and that the quality of any content consumed, purchased or obtained by You on or through the Platform shall meet Your expectations;

- 36.5.4. the cost of substituting any Services resulting from any of the above;
  - 36.5.5. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software;
  - 36.5.6. unauthorized access to or the loss, corruption or alteration of Your transmissions, content or data; and
  - 36.5.7. Our actions or omissions in reliance upon Your information and any changes thereto or notices received therefrom;
  - 36.5.8. Your failure to protect the confidentiality of any passwords or access rights to Your information;
  - 36.5.9. the acts or omissions of any third party using or integrating with the Service or offering products through the Services and/or accessed in whatsoever format;
  - 36.5.10. any advertising content or Your purchase or use of any advertised or other third-Party product or service;
  - 36.5.11. the termination of Your information in accordance with the terms of these terms of service;
  - 36.5.12. if You suffer from any illness, injury or condition as a direct or indirect use of the services; or
  - 36.5.13. any other matter relating to the Service.
- 36.6. We shall not be held liable for anything and You hereby indemnify Us from any loss, damage, claims, costs or penalties incurred as a result of:
- 36.6.1. any failure, negligence, omission or misconduct, nor any downtime associated with the Platform
  - 36.6.2. unauthorized access to or the loss, corruption or alteration of Your transmissions, content or data;

- 36.6.3. Your use of the services and for the content You upload onto the Platform;
- 36.6.4. software, programs and support services supplied by, obtained by or modified by You or any third party without Our consent or knowledge;
- 36.6.5. Your failure to provide Us with accurate information or to keep Your account information secure and/or arising from unauthorised use of Log-in Credentials;
- 36.6.6. statements or conduct of any third party on or using or integrating with the service or offering products through the services and/or accessed in whatsoever format;
- 36.6.7. our actions or omissions in reliance upon Your Log-in Credentials and any changes thereto or notices received therefrom; and
- 36.6.8. the termination of Your Log-in Credentials in accordance with these terms and conditions.

36.7. The indemnification contained in these Terms and Conditions include You indemnifying and holding Us and Our Banking Partners and any of Our officers, employees, agents, and representatives, harmless against all claims, liabilities, losses, damages or expenses of whatsoever nature which You may suffer (whether directly or indirectly) resulting from, arising out of, or relating to (i) the conclusion of these Terms and Conditions, its implementation or any breach of this Agreement; (ii) the provision of the Services or the use of the Platform; or (iii) any payment of disbursements, costs, expenses and charges of any nature whatsoever.

## 37. **DISPUTE RESOLUTION**

- 37.1. Should any dispute, disagreement or claim arise between the parties ("**Dispute**") concerning these Terms and Conditions, the parties shall endeavour to resolve the Dispute by negotiation.
- 37.2. One of the parties shall invite the other/s in writing to meet and to attempt to resolve the Dispute by negotiation ("**Negotiation**"), within ten Business Days from the date of the written invitation.
- 37.3. If the Dispute has not been resolved by Negotiation within ten Business Days of the commencement thereof, then the parties shall submit the dispute, for final resolution, to arbitration ("**Arbitration**") before an arbitrator ("**Arbitrator**").
- 37.4. The Arbitrator shall be such person as is agreed upon by the parties. If the Parties fail to reach agreement regarding the appointment of the Arbitrator within five Business Days after the dispute has been submitted to arbitration, We shall appoint the Arbitrator in Our sole discretion (acting reasonably), which appointment shall be binding on the parties, who shall be, if the question in issue is:

37.4.1. primarily an accounting matter, an independent chartered accountant of not less than ten years' standing;

37.4.2. primarily a legal matter, a practising attorney or advocate of not less than five years' standing; or

37.4.3. any other matter, a suitably qualified person of not less than ten years' standing.

37.5. The Arbitrator shall decide on any rules that should apply to the Arbitration and provide details of those rules to the Parties.

37.6. Any such Negotiation or Arbitration shall be conducted in English and in Johannesburg or by way of electronic videoconferencing, as We may elect.

37.7. The provisions of this clause 37:

37.7.1. constitute an irrevocable consent by the parties to any Dispute being resolved by Negotiation or Arbitration; and

37.7.2. shall not preclude any Party from seeking any urgent or interim relief from any court of competent jurisdiction.

37.8. The costs associated with this clause 37 shall be borne by the Party referring the dispute.

#### 38. **GOVERNING LAW**

The entire provisions of these Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.

#### 39. **AMENDMENT TO TERMS AND CONDITIONS**

We reserve the right to change, all or parts of these Terms and Conditions from time to time, which changes will become effective upon it being posted to the Platform. Your continued use and access of the Platform and/or the Services following the posting of changes or updates will be considered notice of Your acceptance to abide by and be bound by the revised Terms and Conditions. Please periodically check on the Platform for any such changes or updates and We will use our reasonable endeavours to notify You of any changes.

#### 40. **GENERAL**

40.1. We may post guidelines or rules which are applicable to the Services and/or the Platform (from time to time, which We may modify), such guidelines or rules are hereby incorporated by reference into these Terms and Conditions.

- 40.2. No extension of time or waiver or relaxation of any of the provisions or terms of these Terms and Conditions shall operate as an estoppel against a Party in respect of its rights under these Terms and Conditions.
- 40.3. No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.
- 40.4. No failure by any Party to enforce any provision of these Terms and Conditions shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 40.5. If any term or provision of these Terms and Conditions be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of these Terms and Conditions shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of these Terms and Conditions.

#### 41. **DOMICILIUM AND NOTICES**

##### 41.1. **Domicilium**

Each of the Parties chooses as its *domicilium citandi et executandi* ("**Domicilium**") for all purposes relating to this Agreement, including the giving of any notice, as follows:

##### 41.1.1. **PayCentral**

41.1.1.1. Physical: 5 Wessels Road, Sandton, Johannesburg, 2128

41.1.1.2. Email: info@paycentral.co.za

41.1.1.3. Attention: Chief Executive Officer

41.1.2. **You:** You agree that Your physical address and email address shall, for purposes of this Agreement and receiving notices, be the physical address and email address entered on Your profile on the Platform.

##### 41.2. **Change of Domicilium**

Either of the Parties shall be entitled, from time to time, to vary its physical or email Domicilium to any other physical or email address (not being a post office box or poste restante).

**41.3. Delivery**

41.3.1. Any notice given or payment made by any Party to another which is delivered by hand between the hours of 09h00 and 17h00 on any Business Day to the addressee's physical Domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery.

41.3.2. This clause 41 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause 41.

**41.4. Notices in writing**

Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

**41.5. Electronic communication**

41.5.1. Any communication to be made between the Parties under or in connection with this Agreement may be made by electronic mail or other electronic means.

41.5.2. Any electronic communication (including email) made between the Parties will be deemed to have been received on the first Business Day after transmission thereof.

**41.6. Notices and documents in English language**

41.6.1. Any notice given under or in connection with this Agreement must be in English.

41.6.2. All other documents provided under or in connection with this Agreement must be (i) in English; or (ii) if not in English, and if required by the Party to whom such notice is addressed, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

## **PART E: PRIVACY POLICY AND THE USE OF PERSONAL INFORMATION**

### **42. INTRODUCTION**

- 42.1. We are committed to protecting Your privacy and Personal Information and therefore warrant that no information collected by Us shall be used for any other purposes other than stipulated in these Terms and Conditions or for purposes of using the Platform.
- 42.2. By accessing the Platform in its Web-based Format or by downloading the Platform to Your Device in its Device-Native Format and by registering for the Platform and using the Services, You expressly consent to Us collecting and Processing of Your Personal Information.
- 42.3. We will not collect or Process Your Personal Information for any purpose, other than the purposes disclosed to You in these Terms and Conditions or as required in our discretion to give effect to these Terms and Conditions, unless You give Us express written consent to do so, or unless We are permitted or required to do so by any Applicable Law, and We will at all times remain responsible for determining the purposes and means for Processing Your Personal Information and disclosing such purpose to You to the extent that it has not done so in these Terms and Conditions.
- 42.4. With Your express written consent to the sharing of Your Personal Information by Us (strictly for the purposes disclosed to You in these Terms and Conditions), We shall be entitled to share Your Personal Information within Our company or Our Affiliates and for any of the Services, as well with trusted third parties who assist Us in operating the Platform, carrying out the operations contemplated in these Terms and Conditions (such as marketing and research), conducting Our business or servicing You, including without limitation, Our service providers, persons who act as Our agents or to whom We have transferred or proposes to transfer any of Our rights in relation to you, so long as those parties agree to keep Your Personal Information confidential and adhere to Our privacy policies.
- 42.5. You acknowledge that You have read these Terms and Conditions and in particular the privacy policy contained herein and that You understand and accept the consequences of the consent with respect to Your Personal Information and that You are giving such consent voluntarily and without any undue influence from Us.

### **43. KNOW-YOUR-CLIENT**

- 43.1. We are required to obtain know-your-client (“**KYC**”) information from You on Our behalf, and on behalf of Our Banking Partners. You hereby agree to provide any KYC information which We require from time to time.
- 43.2. We will not provide You with any Cards if you have not adhered to Our KYC requirements.

- 43.3. In order to verify your KYC information, including your full name, registered name, registration number, identity number, director information, shareholder information, contact numbers and addresses, we may Process this information with any of our third-Party verification or KYC providers (including Our Banking Partners).
- 43.4. You hereby agree to be bound by any of our KYC policies, processes and risk considerations which we may communicate to You from time to time.

44. **USING AND SHARING YOUR PERSONAL INFORMATION**

- 44.1. You give consent for Us to collect Your Personal Information from You and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes, as well as the purposes set out herein.
- 44.2. You confirm that, if You give us Personal Information about or on behalf of another person (including a beneficiary), You are authorized to: (i) give Us the Personal Information; (ii) consent on their behalf to the processing of their Personal Information, specifically any cross-border transfer of Personal Information to or from the country where the products or Services are provided; or (iii) receive any privacy notices on their behalf.
- 44.3. You give consent for Us to process Personal Information:
- 44.3.1. relating to You, Your personnel, any of Your Affiliates, and any user of the Card
  - 44.3.2. in order to provide products and services to you under these Terms and Conditions (including the Cards) as well as any other products and Services for which you may apply;
  - 44.3.3. in order to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (which includes improving existing products and Services and developing new ones);
  - 44.3.4. in countries outside the country where the products or Services are provided (which countries may not have the same data protection laws as the country where the products or Services are provided); or
  - 44.3.5. by sharing your Personal Information with our third-Party service providers, locally and outside the country where the products or Services are provided.
- 44.4. You further agree to be bound by Our Banking Partners privacy statement which will be available on their website or through them from time to time.

- 44.5. If You are unsure about Your tax or legal position because Your Personal Information is processed in countries other than where you live, You should get independent advice at Your own cost.

45. **PROFILES**

- 45.1. We may, from time to time, create Profiles by using Personal Information provided by You and/or obtained from publicly available sources. Profiles are identified and created by the Software as a means to enhance the knowledge engine results made accessible through the Service and to link You to the Platform.
- 45.2. The Intellectual Property in any Profiles created by the Software and any Intellectual Property in any Profiles shall be Our sole property, and You agree that same vests automatically in Our name and to the extent this is not the case by operation of law, You hereby assign to Us any rights or title thereto, to the extent permissible under any Applicable Law. To the extent this is not permissible under any Applicable Law, You hereby grant Us a non-exclusive, transferable, royalty-free, sub-licensable, worldwide license thereto.

46. **PURPOSE OF COLLECTING AND PROCESSING PERSONAL INFORMATION**

- 46.1. The following are the purposes for which We will collect and Process Your Personal Information:
- 46.1.1. to operate and administer the Services, to allow Us to provide the Services, or any combination of services linked to the Services, to You, to personalise and tailor the Services for You (including by way of creating Profiles) and to process instructions or requests by You with respect to the Services and the use of the Services;
  - 46.1.2. to monitor and analyse Your conduct in respect of the Services for fraud;
  - 46.1.3. for compliance and risk related purposes;
  - 46.1.4. to analyse Your Personal Information collected for research and statistical purposes and once such Personal Information is analysed to send You marketing and promotional material which We believe are relevant to You based on its analyses of Your Personal Information;
  - 46.1.5. to conduct market research, as well as academic research in respect of the Personal Information in order to identify potential markets and trends, to develop new Services and to improve Our offerings to You in terms of the Services, as well as offerings, products and services by Us to its customers in terms of its business practices in general, whether in the ordinary course or otherwise; and

46.1.6. to aggregate and/or depersonalise Your Personal Information after analysing it for statistical purposes and/or conducting market and academic research in respect thereof, as aforesaid, and transferring or on-selling such depersonalised information to third parties for commercial or non-commercial means.

46.2. All Personal Information collected for research, statistical and marketing purposes will be aggregated and/or depersonalised before on-selling or transferring such information to third parties for marketing, advertising, or other uses, except as expressly agreed to by you.

#### 47. **SUB-PROCESSORS**

47.1. You acknowledge and agree that for purposes of Processing any Personal Information, We may engage various third-party sub-processors. As such, the sub-processors that We use include Microsoft Azure, Google Cloud and Twilio.

47.2. We undertake to ensure that we comply with all relevant Applicable Laws in relation to the appointment of sub-processors for purposes of Processing Personal Information.

#### 48. **SECURITY OF PERSONAL INFORMATION**

48.1. We shall take all reasonable steps to protect Your Personal Information from loss of, damage to, unauthorised use of, or misuse or alteration of Your Personal Information. The Personal Information shall be stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

48.2. A variety of security measures are used to maintain the safety of the Personal Information when an order is placed or Personal Information is entered, stored, recalled or accessed. All supplied sensitive Personal Information including, but not limited to personal particulars are transmitted via Secure Socket Layer (SSL) technology and then encrypted into the database. Such information will only be accessible by the authorised personnel of such payment provider with special access rights to such systems, and such individuals are required to keep the information confidential.

48.3. We may however disclose any information that We see fit to the relevant authority where We are required to disclose that information in terms of any Applicable Law.

#### 49. **COLLECTING OF PERSONAL INFORMATION**

49.1. We may collect Your Personal Information from a number of different sources. This includes information provided directly by You when You use the Services, or interact with the Services, advertising or other services, or Your use of the internet as well as information provided when creating a profile or any linked social media services, third party websites or other services

which Your profile is associated with. We may also collect Personal Information from publicly available sources, advertising platforms and partners and other third parties.

- 49.2. We shall keep Your Personal Information for as long as We consider necessary for the purposes described herein, or as long as any Applicable Law allows. We store Your information on servers that We control which are primarily based in Europe. We may also use servers that are located outside of Europe, and We may engage partners outside of Europe who will also process and store Your Personal Information to provide services to us.

## 50. **YOUR RIGHTS TO YOUR INFORMATION**

- 50.1. You have certain rights in relation to the Personal Information that We hold about you.
- 50.2. You have a right to know what Personal Information We hold about You and, in some cases, to have the information communicated to you. If You wish to exercise this right, please contact Us to let Us know that You wish to exercise Your right of access and what Personal Information in particular You would like to receive. We reserve the right to ask for reasonable evidence to verify Your identity before We provide You with any information and any Applicable Law permit Us to charge a fee for exercising this right of access. Please note that We may not be able to provide all the Personal Information You ask for, for instance if the information includes Personal Information about another person. Where We are not able to provide You with information that You have asked for, We will endeavour to tell You why. We will try to respond to any request for a right of access as soon as possible, upon receipt of Your request, evidence of identity and any applicable fee.
- 50.3. In some circumstances You have a right to have some of the Personal Information that We hold about You deleted. Should You wish to have any information about You deleted, please contact Us at the following e-mail [kyc@paycentral.co.za](mailto:kyc@paycentral.co.za). Please note that to ensure that We do not collect any further Personal Information You should also delete the Platform and Your Log-in Credentials from all of Your Devices and clear Our cookies from any Device. Where We delete Personal Information about you, We may still retain some or all of that information for other purposes such as maintaining financial records, protecting or enforcing legal rights, maintaining marketing suppression lists or for technical reasons such as maintaining technical security or Our database integrity. We may also retain Your Personal Information in an anonymised form, which shall apply to any Profiles created using Your Personal Information. Please note that such deletion shall be done in a manner similar to emptying the recycle bin on a computer and You understand and agree that the removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

**51. COOKIES**

- 51.1. We use cookies, which are small files that the Services may transfer to the hard drive of Our Device through Your web browser, which enables Us to recognise Your browser and capture and remember certain information. You can disable cookies through Your web or phone browser settings.
- 51.2. We use cookies to help it remember, process and compile aggregate data about site traffic and site interaction so that We can offer You better site experiences and tools in the future. These technologies allow the collection of data, such as Your Device's model, operating system and screen size, the other applications installed on Your Device, and information about how You use Our Services.

**52. DIRECT MARKETING**

- 52.1. By using the Services and by registering Your profile, You provide Us with Your express consent to send promotional and marketing material directly to You, including, without limitation, information about products, services, and special offers from Us or other companies that may interest you, based on Your Personal Information collected by Us. We may elect to do this by e-mail or message.
- 52.2. In the event that You elect at any time to opt out from receiving any direct marketing communications from us, You may do so by following the opt out link in any marketing communication that is sent to You. If You have elected to receive more than one type of marketing communications from us, You may need to opt out of all of them individually. It may take a few days for Us to update Our records before any opt out is effective, and upon doing so We will no longer send such material to you.
- 52.3. You acknowledge that You provide the above consent voluntarily and without any undue influence from us, after having read these Terms and Conditions and that it understands the consequences of such consent.
- 52.4. You understand and agree that the Services may include certain communications from us, such as service announcements, administrative messages or otherwise, and that these communications are considered to be part of Your registration of Your profile, and that You shall not be able to opt out of receiving the aforementioned.