

## INNERVATION REWARDS PROPRIETARY LIMITED AGREEMENT

### 1 IMPORTANT – READ THIS CAREFULLY

- 1.1 You must please read this Agreement. The terms and conditions of this Agreement are important and are the basis upon which You and InRewards will do business with each other.
- 1.2 While reading the Agreement, You will see that some terms and conditions are in capital letters. These are important but all of the other terms and conditions are also important and must be read as well.
- 1.3 To print/save a copy of this Agreement, use the viewer that is used to open this document. To print/save a copy of any other terms and conditions referred to in this Agreement, use the links as indicated, where You will be given an opportunity to print/save them.

### 2 DEFINITIONS

In this Agreement, unless a contrary intention clearly appears, the following terms (including their capitalised equivalents when used in clauses that contain capital letters) will bear the meanings assigned to them and similar expressions will have corresponding meanings –

- 2.1 "**Agreement**" means this agreement with its terms and conditions together with any other terms and conditions referenced by this agreement, including as they might be amended from time to time;
- 2.2 "**Business Day**" means any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.3 "**Card**" means, as the case may be, a –
  - 2.3.1 "**Virtual Card**" meaning a prepaid electronic voucher ordered by InRewards (through an issuing bank) against Your Mobile Device and loaded with a specific monetary value, all as instructed by the Provider, which is issued to You by InRewards and can be used by You to perform Card Transactions; or
  - 2.3.2 "**Physical Card**" meaning a prepaid card ordered by InRewards (through an issuing bank) in Your name and loaded with a specific monetary value, all as instructed by the Provider, which is delivered to You by the Provider or InRewards and can be used by You to perform Card Transactions;
- 2.4 "**Card Transactions**" means, as the case may be, in respect of –
  - 2.4.1 Virtual Cards: (a) making payment against purchases made on e-Commerce Platforms, (b) balance enquiries, or (c) administrative functions; or
  - 2.4.2 Physical Cards: (a) making payment against purchases made from Merchants, (b) balance enquiries, (c) administrative functions, or (d) Expense Transactions (only if authorised by a Provider). Physical Cards identified as 'Premium Imali' will permit cash withdrawals ("**iMali Physical Cards**");
- 2.5 "**Computer Devices**" means computer equipment including desktops, notebooks, storage devices, tablets, Mobile Devices and wearable devices;
- 2.6 "**CPA**" means the Consumer Protection Act, 2008;
- 2.7 "**CVV**" means card verification value and is a unique number associated with a Card;
- 2.8 "**e-Commerce Platforms**" means electronic commerce platforms which support Mastercard payments and accept online payments using Virtual Cards and which are BASED WITHIN THE BORDERS OF AND OPERATING FROM THE REPUBLIC OF SOUTH AFRICA, ONLY;
- 2.9 "**ECTA**" means the Electronic Communications and Transactions Act, 2002;
- 2.10 "**Expense Transactions**" means transactions processed through the Portal being (a) submission of business and private expense transactions and receipts, (b) balance enquiries, and (c) administrative functions;
- 2.11 "**Force Majeure**" means, without limitation as to nature or kind, any one or more or any combination of –
  - 2.11.1 any power, force or agency which cannot be resisted or controlled by the ordinary person;
  - 2.11.2 any greater or superior or irresistible force;
  - 2.11.3 anything exceptional, extraordinary or unforeseen, which human foresight cannot be expected to anticipate;
  - 2.11.4 acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, interruption of essential services from public

utilities (including electricity, water and sewerage), combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or any other circumstances beyond the reasonable control of a party;

- 2.11.5 inability on the part of InRewards, as a result of anything of the nature contemplated in this clause 2.11, to obtain goods and/or services from its supplier or contemplated supplier (including any telecommunications supplier, bank, e-Commerce Platform or Merchant, as the case may be);
- 2.12 **"InRewards"** means Innervation Rewards Proprietary Limited, a company duly registered and incorporated with limited liability under the company laws of the Republic of South Africa under registration number 2005/010672/07 and having its principal place of business at Block C & E, Wedgewood Office Park, 3 Muswell Road, Bryanston, Johannesburg, Gauteng, Republic of South Africa;
- 2.13 **"InRewards Network"** means InRewards' network of Merchants as they may be from time to time, current details of which can be found on the Website;
- 2.14 **"Merchants"** means in-store merchants where Mastercard payments are accepted and who accept Card Transactions using Physical Cards and who ARE BASED WITHIN THE BORDERS OF AND OPERATING FROM THE REPUBLIC OF SOUTH AFRICA, ONLY;
- 2.15 **"Mobile Device"** means a subscriber identification module (SIM) (and associated mobile phone number) and the mobile phone device in which it is installed at the time InRewards issues a Virtual Card to that SIM;
- 2.16 **"PIN"** means a personal identification number linked to a Card;
- 2.17 **"Portal"** means InRewards' 'SlipMate' portal through which You can perform Expense Transactions (only if a Provider has linked Your credentials to the Portal and authorised You to do so);
- 2.18 **"Provider"** means a business client of InRewards who purchases a Card and provides instructions to InRewards for that Card to be issued to You in respect of either (a) a business or commercial relationship which that person has with You, or (b) an employment or contractor relationship which that person has with You in terms of which that person may authorise You to perform Expense Transactions in relation to that Card;
- 2.19 **"Registered User"** means a person who has applied to become, and has subsequently been accepted by InRewards as, a registered user of those features or operations on the Website which require registration;
- 2.20 **"Website"** means the website at [www.inrewards.co.za](http://www.inrewards.co.za), including all associated subdomains (including the Portal), all of which are owned and operated by InRewards;
- 2.21 **"You"** means the person browsing the Website, a Registered User or a person who performs Card Transactions, and **"Your"** will have a corresponding meaning.

### 3 INTERPRETATION

- 3.1 NO PROVISION IN THIS AGREEMENT WILL BE INTERPRETED OR CONSTRUED TO –
- 3.1.1 LIMIT OR EXEMPT INREWARDS FROM LIABILITY TO YOU FOR ANY LOSS DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE GROSS NEGLIGENCE OF INREWARDS, OR, TO CONSTITUTE AN ASSUMPTION BY YOU OF ANY SUCH RISK OR LOSS;
- 3.1.2 EXCLUDE, WAIVE OR DEPRIVE YOU OF ANY OF THOSE OF YOUR RIGHTS IN TERMS OF THE CPA OR ECTA OTHER THAN AS PERMITTED IN TERMS OF THOSE ACTS;
- 3.1.3 AVOID ANY COMPULSORY OBLIGATION OR DUTY IMPOSED BY THE CPA OR ECTA UPON INREWARDS AS A SUPPLIER.
- 3.2 Clause headings in this Agreement are for the purpose of convenience and reference only and capitalised terms and conditions in this Agreement are for the purpose of drawing attention to them only, and neither of these will be used in the interpretation of nor modify nor amplify its terms nor any of its clauses.
- 3.3 In this Agreement unless a contrary intention clearly appears, words importing: any one gender include the other two; the singular include the plural (and the converse will apply); natural persons include legal entities (corporate or unincorporate) and the state (and the converse will apply).
- 3.4 Any reference to legislation in this Agreement is to that legislation as amended or re-enacted from time to time.
- 3.5 Any substantive provision in a definition in this Agreement which grants rights or imposes obligations on a Party will, despite it being in a definition, be given effect as if it is a substantive provision in the body of this Agreement.

- 3.6 When a number of days is prescribed in this Agreement, they will be counted exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day will be the next following Business Day.
- 3.7 Reference to days, months or years in this Agreement will be interpreted as Western calendar (the internationally accepted civil calendar) days, months or years. Reference to time is to South Africa Standard Time.
- 3.8 The use in this Agreement of an expression covering a process available under South African law such as a winding-up (without limitation as to the nature or kind of process) will, if any Party to this Agreement is subject to the law of another jurisdiction, be interpreted as including equivalent or similar proceedings under that law.
- 3.9 Any term defined within the context of any particular clause in this Agreement will, unless otherwise determined by the context, bear that meaning for all purposes in terms of this Agreement, despite that term not being defined in the definition clause.
- 3.10 Expiration or termination of this Agreement will not affect those provisions which expressly provide that they will continue to operate thereafter, or which of necessity must continue to have effect thereafter, despite such clauses not expressly providing for this.
- 3.11 In this Agreement the rule of construction that a contract will be interpreted against the party responsible for the drafting or preparation of the contract, will not apply.
- 3.12 Any reference in this Agreement to a Party will, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be.
- 3.13 In this Agreement the words "**include**", "**including**" and "**in particular**" will be interpreted as being by way of example or emphasis only and not be interpreted or take effect as limiting the generality of any prior words.
- 3.14 In this Agreement the words "**other**" and "**otherwise**" will not be interpreted as being limited to the nature or kind of any prior words where a wider construction is possible.

#### **4 LEGAL CAPACITY AND THIS AGREEMENT**

- 4.1 BROWSING THE WEBSITE, BEING A REGISTERED USER AND PERFORMING CARD TRANSACTIONS ARE EACH SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.
- 4.2 If You browse the Website, apply to become a Registered User or perform a Card Transaction, You are representing to InRewards that –
- 4.2.1 You are 18 years of age or older and You have full legal capacity to enter into this Agreement without the assistance of a guardian, curator or trustee (or similar such appointee); alternatively
- 4.2.2 You are 18 years of age or older and You have full legal capacity to enter into this Agreement because You are being assisted to enter into this Agreement by Your guardian, curator or trustee (or similar such appointee); alternatively
- 4.2.3 You are younger than 18 years of age and You have full legal capacity to enter into this Agreement because You are being assisted to enter into this Agreement by Your guardian, curator or trustee (or similar such appointee).
- 4.3 If You –
- 4.3.1 are younger than 18 years of age and are not being assisted to enter into this Agreement by Your guardian, curator or trustee (or similar such appointee); or
- 4.3.2 are 18 years of age or older but do not have full legal capacity to enter into this Agreement without the assistance of a guardian, curator or trustee (or similar such appointee),
- then stop using the Website, do not apply to become a Registered User, do not perform any Card Transactions and seek the advice and assistance of Your guardian, curator or trustee (or similar appointee) in this regard. In this case, You will need to contact the Provider directly regarding any outstanding value associated with Your Card.
- 4.4 If You continue to browse the Website, apply to become a Registered User or perform Card Transactions then by doing so You are agreeing to and will be deemed to have agreed to the terms and conditions of this Agreement. If You do not want to agree to them, then stop using the Website, do not apply to become a Registered User and do not perform Card Transactions. Please remember that it is Your right to choose not to be bound by the terms and conditions of this Agreement.

- 4.5 InRewards reserves the right to amend the terms and conditions of this Agreement at any time by publishing an updated Agreement on-line on the Website. YOU MUST CHECK REGULARLY FOR ANY NEW AMENDMENTS. If You browse the Website, are a Registered User or perform Card Transactions but do not want to be bound by any amended Agreement, then stop using the Website, do not continue as a Registered User and do not perform Card Transactions. You must notify InRewards (by delivery, post, fax or e-mail to the address in clause 16) that You do not wish to be bound by the amended Agreement and following termination You will not be able to do any further business with InRewards and You will need to contact the Provider directly regarding any outstanding value associated with Your Card. Whichever version of the Agreement that You agreed to up to the point of termination will remain binding on You and continue to apply in respect of all business You conducted with InRewards, and to all Card Transactions You performed, prior to termination. If You continue to browse the Website, continue as a Registered User or perform Card Transactions then by doing so You are agreeing to and will be deemed to have agreed to the amended terms and conditions of this Agreement.
- 4.6 The right (a) of admission to the Website, (b) to be a Registered User, and (c) to perform Card Transactions is reserved. InRewards reserves the right, at any time and from time to time, without prior notice to You to –
- 4.6.1 require You to validate Your details as a Registered User or Card holder; and/or
  - 4.6.2 prevent You from browsing the Website; and/or
  - 4.6.3 reject Your application to become a Registered User; and/or
  - 4.6.4 revoke Your Registered User account; and/or
  - 4.6.5 prevent You from performing Card Transactions,
- and in each such case, INREWARDS' DECISION IS FINAL AND WILL BE BINDING ON YOU.
- 4.7 YOU WILL REQUIRE COMPUTER DEVICES, MOBILE DEVICES AND TELECOMMUNICATION CONNECTIVITY IN ORDER TO USE THE WEBSITE, TO PERFORM CARD TRANSACTIONS AND TO SEEK TECHNICAL SUPPORT FROM INREWARDS. THE COST OF THIS IS FOR YOUR ACCOUNT AND INREWARDS WILL HAVE NO LIABILITY TO YOU FOR ANY SUCH COSTS. YOUR COMMUNICATIONS WITH AND YOUR OPERATION AND USE OF THE WEBSITE, E-COMMERCE PLATFORMS AND PERFORMANCE OF CARD TRANSACTIONS, ARE ACROSS THE INTERNET WHICH IS A GLOBAL PUBLIC NETWORK SYSTEM. INREWARDS STRONGLY RECOMMENDS THAT YOU TAKE SECURITY MEASURES AGAINST MALICIOUS COMPUTER SOFTWARE, CODE OR ROUTINES THAT CAN TARGET COMPUTER DEVICES, MOBILE DEVICES AND TELECOMMUNICATION CONNECTIVITY.
- 4.8 INREWARDS DOES NOT WARRANT THAT YOUR USE OF THE WEBSITE OR PERFORMANCE OF CARD TRANSACTIONS WILL BE UNINTERRUPTED, ERROR FREE OR THAT ANY INFORMATION (OR COMMUNICATIONS) TRANSMITTED VIA THE WEBSITE OR WHEN PERFORMING CARD TRANSACTIONS WILL BE TRANSMITTED ACCURATELY, RELIABLY, IN A TIMELY MANNER, OR AT ALL. YOUR ACCESS TO THE WEBSITE AND PERFORMANCE OF CARD TRANSACTIONS MAY BE RESTRICTED FROM TIME TO TIME TO ALLOW FOR UPDATES, REPAIRS AND MAINTENANCE TO BE MADE TO INREWARDS' SYSTEMS.
- 4.9 YOU WARRANT TO INREWARDS THAT ALL INFORMATION PROVIDED BY YOU TO INREWARDS THROUGH THE WEBSITE, WHEN PERFORMING CARD TRANSACTIONS OR THROUGH ANY OTHER FORM OF COMMUNICATION, IS TRUE AND CORRECT AND THAT INREWARDS MAY RELY AND ACT UPON THAT INFORMATION ACCORDINGLY.
- 4.10 YOU WARRANT TO INREWARDS THAT MATERIAL WHICH YOU SEND, FORWARD OR POST TO INREWARDS THROUGH THE WEBSITE, WHEN PERFORMING CARD TRANSACTIONS OR THROUGH ANY OTHER FORM OF COMMUNICATION, WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY.
- 4.11 InRewards may send You communications which will, generally, fall into two categories –
- 4.11.1 business communications relating to the conduct of Your business with InRewards;
  - 4.11.2 marketing communications. You may require InRewards, at any time, to stop sending You marketing communications by using any unsubscribe link that appears in those marketing communications, alternatively, You can also achieve this by sending Your request to InRewards by delivery, post, fax or e-mail to the address in clause 16.
- 4.12 **Registered Users**
- 4.12.1 If You apply to become a Registered User You will be asked to read and to agree to the terms and conditions of this Agreement as part of the registration process. If –
    - 4.12.1.1 You are prepared to agree to them, then press the 'accept' or 'agree' or 'yes' (or similar) button and by pressing it You agree to the terms and conditions in this Agreement and to be bound by them. All business

that You do with InRewards will be subject to this Agreement including as it may be amended in terms of clause 4.5;

- 4.12.1.2 You do not want to agree to them, then press the 'reject' or 'do not agree' or 'no' (or similar) button and by pressing it the registration process will be terminated and You will not be registered as a Registered User and will not be able to do any Registered User related business with InRewards.
- 4.12.2 InRewards will retain a copy of the version of the Agreement by which You are bound from time to time. You may request a copy of this from InRewards at any time.
- 4.12.3 InRewards reserves the right, at any time and from time to time, without prior notice to close any Registered User account if InRewards forms the opinion that that it is a threat to the security or operation of the systems of InRewards or is disruptive to or causes harassment of any other Registered User.

## 5 CARD TRANSACTIONS

- 5.1 InRewards (or its appointed agent), acting as a payments gateway and/or payment aggregator, facilitates the transfer to a bank of the payment component of Card Transactions to be processed. The bank, not InRewards, will process the payment component of Card Transactions (including rejecting, authorising, clearing and settling payments). YOU ACKNOWLEDGE THAT INREWARDS IS NOT CAPABLE OF REJECTING, AUTHORISING, CLEARING OR SETTLING ANY PAYMENT COMPONENT OF ANY CARD TRANSACTION AS INREWARDS IS NOT A BANK.
- 5.2 The e-Commerce Platform or Merchant, not InRewards, will process its associated component of Card Transactions (including rejecting or authorising same, and updating details and balances). YOU ACKNOWLEDGE THAT INREWARDS IS NOT CAPABLE OF PROCESSING ANY E-COMMERCE PLATFORM'S OR MERCHANT'S COMPONENT OF ANY CARD TRANSACTION AS INREWARDS IS NOT THAT E-COMMERCE PLATFORM OR MERCHANT.
- 5.3 InRewards is not an e-Commerce Platform, nor a Merchant, nor a supplier of the goods or services which they make available, nor does InRewards deliver any goods or services supplied by any e-Commerce Platform or Merchant. Each of the e-Commerce Platforms and Merchants is responsible for the goods and services they offer and for their delivery. YOU ACKNOWLEDGE THAT INREWARDS IS NOT RESPONSIBLE FOR ANY GOODS OR SERVICES WHICH YOU ACQUIRE FROM ANY E-COMMERCE PLATFORM OR MERCHANT, NOR FOR THE DELIVERY OF THE GOODS OR SERVICES WHICH THEY SUPPLY.
- 5.4 THE PROCESSING BY AN E-COMMERCE PLATFORM, MERCHANT OR PROVIDER OF ITS COMPONENT OF CARD TRANSACTIONS IS ALSO SUBJECT TO THAT E-COMMERCE PLATFORM'S, MERCHANT'S OR PROVIDER'S ASSOCIATED TERMS AND CONDITIONS AND INREWARDS STRONGLY RECOMMENDS THAT YOU READ AND UNDERSTAND SUCH TERMS AND CONDITIONS BEFORE YOU PERFORM A CARD TRANSACTION WITH THAT E-COMMERCE PLATFORM, MERCHANT OR PROVIDER.

## 6 KEEP YOUR ACCOUNT AND CARD DETAILS SECRET

- 6.1 You must keep Your username and password to the Website and the unique number, CVV and PIN of your Card as secret at all times and not disclose them to any third party.
- 6.2 You must notify InRewards immediately (by delivery, post, fax or e-mail to the address in clause 16) should You identify any unauthorised use of, or any breach of security in relation to, Your Registered User account (including Your username or password) or Card (including Your unique number, CVV and PIN).
- 6.3 IF YOU DISCLOSE YOUR USERNAME OR PASSWORD OR OTHER REGISTERED USER ACCOUNT DETAILS OR THE UNIQUE NUMBER, CVV OR PIN OF YOUR CARD TO ANY THIRD PARTY OR IF YOU FAIL TO PREVENT THEIR DISCLOSURE TO ANY THIRD PARTY, YOU AGREE THAT SUCH THIRD PARTY IS APPOINTED AS YOUR AGENT TO ACT ON YOUR BEHALF USING YOUR REGISTERED USER ACCOUNT AND YOUR CARD AND YOU AGREE TO BE BOUND BY AND LIABLE FOR ALL ACTIONS (INCLUDING CARD TRANSACTIONS) OF THAT THIRD PARTY.

## 7 CARD CONDITIONS

### 7.1 Conditions Applicable To All Cards

- 7.1.1 A Card issued to You is for the express purpose of being used by You, ONLY, to perform Card Transactions, ONLY. You will not present any Card for payment purposes other than in accordance with the terms and conditions of this Agreement.
- 7.1.2 When You receive a Card, the SMS with a Virtual Card and the accompanying materials with a Physical Card will advise You that the terms and conditions of this Agreement apply to all Card Transactions. If –

- 7.1.2.1 You are prepared to agree to them, You can perform Card Transactions and by performing Card Transactions You agree to the terms and conditions in this Agreement and to be bound by them. All business that You do with InRewards and all Card Transactions will be subject to this Agreement including as it may be amended in terms of clause 4.5;
- 7.1.2.2 You do not want to agree to them, then do not perform any Card Transactions. By not performing Card Transactions You will not be able to do any business with InRewards (including performing any Card Transactions). In this case, You will need to contact the Provider directly regarding any outstanding value associated with Your Card.
- 7.1.3 A Card can be used multiple times until the value on the Card has been used. No change will be provided in respect of a Card or a Card Transaction. If the cost of the goods or services You acquire from an e-Commerce Platform or Merchant exceeds the value available on Your Card, You will need to pay in the difference using a method of payment accepted by that e-Commerce Platform or Merchant.
- 7.1.4 No interest is payable on the value stored on Your Card.
- 7.1.5 Once a Card Transaction payment has been made on a Card, that payment cannot be stopped or reversed, save where a Card Transaction has been made through a point-of-sale terminal and the associated Merchant elects, in its discretion, to refund that Card Transaction.
- 7.1.6 A CARD ISSUED TO YOU IS PERSONAL TO YOU AND MAY NOT BE TRANSFERRED. THE ISSUER OF THE CARD REMAINS THE OWNER OF THE CARD.
- 7.1.7 You may not sell, resell, trade or otherwise deal in Cards. Cards are not refundable and cannot be exchanged (partially or in whole) for cash or credit or other value (subject only to the terms and conditions of any e-Commerce Platform's or Merchant's refund or return policies relating to the goods and services it offers).
- 7.1.8 You must store Your Card and associated Mobile Device (if applicable), safely. InRewards is not responsible for lost or stolen Cards or associated Mobile Devices.
- 7.1.9 UPON EXPIRY OF YOUR CARD THAT CARD WILL CEASE TO OPERATE AND YOU WILL FORFEIT ANY UNREDEEMED VALUE ON THAT CARD.
- 7.1.10 INREWARDS RESERVES THE RIGHT TO REVOKE A CARD AT ANY TIME WITHOUT NOTICE IN ORDER TO PROTECT INREWARDS' INTERESTS IF INREWARDS DETERMINES IN ITS SOLE AND ABSOLUTE DISCRETION THAT IT IS NECESSARY TO DO SO. In such a case, InRewards will issue a new Card to You to the extent of any unredeemed value on the revoked Card, EXCLUDING WHERE THE CARD HAS BEEN USED FOR UNLAWFUL OR ILLEGAL PURPOSES.
- 7.1.11 YOU WARRANT TO INREWARDS THAT YOU WILL NOT USE ANY CARD OR PERFORM ANY CARD TRANSACTIONS FOR UNLAWFUL OR ILLEGAL PURPOSES. FAILURE TO COMPLY WITH THIS CONDITION WILL RESULT IN IMMEDIATE CANCELLATION OF THAT CARD AND YOU WILL FORFEIT ANY UNREDEEMED VALUE ON THAT CARD.
- 7.1.12 SHOULD INREWARDS HAVE REASONABLE GROUNDS TO SUSPECT THAT YOU ARE USING A CARD OR PERFORMING CARD TRANSACTIONS FOR ILLEGAL PURPOSES, INREWARDS RESERVES THE RIGHT TO IMMEDIATELY BLOCK YOUR ACCESS TO THE WEBSITE AND/OR BLOCK YOUR CARD. INREWARDS WILL THEN NOTIFY YOU OF THIS ACTION AND ADVISE THE PROCEDURE YOU NEED TO FOLLOW FOR INVESTIGATION OF THE MATTER.
- 7.1.13 InRewards charges a monthly fee on Cards following the elapse of 12 months from the date on which the Card is issued. This fee is deducted from the unredeemed value on the Card. BE AWARE THAT THIS FEE COULD EVENTUALLY USE UP THE UNREDEEMED VALUE ON YOUR CARD.
- 7.1.14 You will not receive any statements regarding Your Card or Card Transactions. You must keep track of the value You spend using Your Card.
- 7.1.15 Please [click here](#) for details of fees charged in respect of Cards.

## **7.2 Conditions Applicable To Virtual Cards**

- 7.2.1 A Virtual Card expires 3 years after the date on which it is issued.
- 7.2.2 Each Virtual Card has a unique number, PIN and CVV. A Virtual Card cannot be reloaded.
- 7.2.3 Virtual Cards can only be used to make online payments on e-Commerce Platforms and cannot be used for any other transactions, including at ATM's, bank tellers or in-store (subject to clause 7.2.4).

- 7.2.4 Virtual Cards which are loaded into a Masterpass enabled electronic wallet can be used for in-store transactions with Merchants who accept Masterpass.
- 7.2.5 Virtual Cards may not be able to be used or redeemed in combination with any other electronic voucher. This will be determined by the e-Commerce Platform or Merchant with whom You wish to transact.
- 7.2.6 IF YOU LOSE YOUR MOBILE DEVICE YOU WILL LOSE YOUR VIRTUAL CARD AND THIS WILL BE AT YOUR RISK.

### 7.3 **Conditions Applicable To Physical Cards**

- 7.3.1 You must sign your Physical Card in ink in the space provided on the back of the Physical Card as soon as You receive it. Only the person whose signature is on the back of the Physical Card may use it. You must sign a transaction slip for each Card Transaction.
- 7.3.2 A Physical Card expires on the last day of the month printed as the expiry date on the front of the Physical Card. You must cut Your Physical Card in half once it expires.
- 7.3.3 Each Physical Card has a unique number and CVV. A Physical Card can be reloaded by the Provider prior to its expiry date, but this will be at the Provider's sole discretion. The balance that can be made available on a Physical Card varies, and these details can be found on the Website.
- 7.3.4 Not all Physical Cards are issued with a PIN. If Your Physical Card is issued with a PIN and you reset that PIN YOU WILL BE CHARGED AN ADDITIONAL FEE WHICH WILL BE DEDUCTED FROM THE FUNDS AVAILABLE ON YOUR PHYSICAL CARD.
- 7.3.5 iMali Physical Cards will permit cash withdrawals but other than this, Physical Cards can only be used to make payments to Merchants and cannot be used for any other transactions, including at ATM's or bank tellers.
- 7.3.6 Your Physical Card may specify that is linked to the InRewards Network (in this clause, "**Linked Physical Card**"). If You use Your Linked Physical Card to make a purchase from a Merchant who is not part of the InRewards Network but who accepts Your Linked Physical Card for that purchase, YOU WILL BE CHARGED AN ADDITIONAL FEE WHICH WILL BE DEDUCTED FROM THE FUNDS AVAILABLE ON YOUR LINKED PHYSICAL CARD.
- 7.3.7 The Provider can instruct InRewards to stop Your Physical Card and replace it, and You can contact the Provider to request this. IF YOUR CARD IS STOPPED YOU WILL BE CHARGED AN ADDITIONAL FEE WHICH WILL BE DEDUCTED FROM THE FUNDS AVAILABLE ON YOUR PHYSICAL CARD. ON THE ISSUE AND DELIVERY OF THE REPLACEMENT CARD YOU WILL BE CHARGED AN ADDITIONAL FEE WHICH WILL BE DEDUCTED FROM THE FUNDS AVAILABLE ON YOUR PHYSICAL CARD. IF THE FUNDS ON YOUR PHYSICAL CARD ARE INSUFFICIENT TO COVER THESE ADDITIONAL FEES AND STILL RETAIN A MINIMUM BALANCE OF R50.00 AFTERWARDS, THEN NO REPLACEMENT CARD WILL BE ISSUED.

## 8 **WARRANTIES**

- 8.1 InRewards warrants that following delivery of Your Card to You, Your Card will be (a) reasonably suitable for the purposes for which it is generally intended, (b) of good quality, in good working order and free of any defects, and (c) useable and durable for a reasonable period of time, having regard to the use to which it would normally be put and to all the surrounding circumstances of its supply.
- 8.2 Should any defect arise in Your Card which You believe would be covered by the warranty, You must promptly notify InRewards in writing (by delivery, post, fax or e-mail to the address in clause 16) describing the defect and InRewards will, at its option (exercised reasonably), remedy or reissue the defective Card. If InRewards has previously remedied the affected Card in terms of this warranty during the immediately preceding 3 month period, then InRewards will reissue the Card. Any remedial work undertaken by InRewards will be warranted for a period of 90 days following delivery of same to You.
- 8.3 THE WARRANTY IN CLAUSE 8.1 WILL NOT APPLY IN RESPECT OF DEFECTS OR FAULTS ARISING IN A CARD DUE TO OR RESULTING FROM –
- 8.3.1 YOUR FAILURE TO USE THE CARD IN ACCORDANCE WITH ITS USER INSTRUCTIONS;
- 8.3.2 EXTERNAL FACTORS AFFECTING THE CARD, INCLUDING FORCE MAJEURE;
- 8.3.3 NEGLIGENCE, THEFT, VANDALISM OR ACCIDENTS.
- 8.4 InRewards warrants that InRewards' services –
- 8.4.1 will be performed and completed in a timely manner and InRewards will give You timely notice of any unavoidable delay in the performance of those services;

8.4.2 will be performed in a manner and quality that persons are generally entitled to expect, and should InRewards fail to meet these standards, You must promptly notify InRewards in writing (by delivery, post, fax or e-mail to the address in clause 16) describing the failure and InRewards will, at its option (exercised reasonably), remedy any failure in the quality of the services performed or refund You a reasonable portion of any price You paid for those services, having regard to the extent of the failure.

## 9 TECHNICAL SUPPORT

9.1 Should You require technical support in respect of a Card, InRewards' technical support staff will be available between 8:30 AM to 5:00 PM during Business Days and will provide telephonic and e-mail technical support to endeavour to assist You. For telephonic technical support, please call 011 290 9930. For e-mail technical support, please e-mail Your query to [info@inrewards](mailto:info@inrewards).

9.2 When requesting technical support, You agree to –

9.2.1 provide, where available, details of any problem being experienced and any error messages generated in relation to the Card or the Card Transaction;

9.2.2 co-operate with InRewards' technical support staff and provide information reasonably requested and follow instructions reasonably given, including those given to try resolve and/or reproduce the problem.

9.3 YOU ALSO ACKNOWLEDGE THAT TECHNICAL SUPPORT DOES NOT INCLUDE INSTRUCTION ON THE USE OF A CARD other than to a very limited extent as determined by InRewards at its sole and absolute discretion on a case-by-case basis taking into account the availability or otherwise of InRewards technical support staff. Please [click here](#) for instructions on the use of a Card.

## 10 PRIVACY POLICY AND THIRD PARTY LINKS

10.1 For the purposes of this clause 10, unless a contrary intention clearly appears, the following terms (including their capitalised equivalents when used in clauses that contain capital letters) will bear the meanings assigned to them and similar expressions will have corresponding meanings –

10.1.1 "**Filing System**" means any structured set of Personal Data, whether centralised, decentralised or dispersed on a functional or geographical basis, which is accessible according to specific criteria;

10.1.2 "**Personal Data**" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, comprising –

10.1.2.1 personal information including (a) 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 birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person; and

10.1.2.2 special personal information including (a) religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information (personal identification based on physical, physiological or behavioural characterisation including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition) of a data subject, or (b) criminal behaviour of a data subject to the extent that it relates to (i) the alleged commission by a data subject of any offence, or (ii) any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings;

10.1.3 "**Processing**" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Data, including: (a) collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

10.1.4 "**Record**" means any recorded information: (a) regardless of form or medium, including any of the following: (i) writing on any material; (ii) information produced, recorded or stored by means of any tape-recorder,



computer equipment (hardware or software or both) or other device, and any material subsequently derived from information so produced, recorded or stored; (iii) label, marking or other writing that identifies or describes any thing of which it forms part, or to which it is attached by any means; (iv) book, map, plan, graph or drawing; (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some equipment, of being reproduced; (b) in the possession or under the control of the Responsible Party; (c) whether or not it was created by the Responsible Party; and (d) regardless of when it came into existence;

- 10.1.5 **"Responsible Party"** means InRewards and each public or private body or any other person appointed by InRewards or with whom InRewards interacts, which, alone or in conjunction with others, determines the purpose of and means for Processing Personal Data, including (a) Tutuka Software Proprietary Limited, (b) Sureswipe Proprietary Limited, (c) Innervation Pan African Payments Proprietary Limited, (d) Salesforce, and (e) each Provider with whom You have an employment or contractor relationship;
- 10.1.6 **"Specified Purposes"** means for the purposes of InRewards' business and operational requirements and obligations to operate incentive, reward, loyalty, marketing, expense management, employee benefits and public social programmes, including to (a) enable InRewards to provide its services and comply with its legal and contractual obligations, (b) enable InRewards to provide You with relevant content, (c) enable InRewards to contact You, (d) enable InRewards to use permissions on Computer Devices and Mobile Devices You use in order to access Personal Data, (e) protect InRewards' rights and interests and detect malicious or fraudulent activity, (f) enable InRewards to process your Card Transactions, (g) report and disclose to government authorities, regulatory authorities, professional bodies and other bodies with whom InRewards is associated or is governed by, and, (d) perform and undertake all ancillary matters associated with InRewards' business and operational requirements described above.
- 10.2 YOU HEREBY CONSENT TO THE PROCESSING BY THE RESPONSIBLE PARTY OF YOUR PERSONAL DATA ENTERED IN A RECORD BY OR FOR THE RESPONSIBLE PARTY BY MAKING USE OF AUTOMATED MEANS (EQUIPMENT CAPABLE OF OPERATING AUTOMATICALLY IN RESPONSE TO INSTRUCTIONS GIVEN FOR THE PURPOSE OF PROCESSING INFORMATION) OR NON-AUTOMATED MEANS (PROVIDED THAT WHEN YOUR RECORDED PERSONAL DATA IS PROCESSED BY NON-AUTOMATED MEANS, IT FORMS, OR IS INTENDED TO FORM, PART OF A FILING SYSTEM) FOR THE SPECIFIED PURPOSES.
- 10.3 WHEN THE RESPONSIBLE PARTY COLLECTS ANY OF YOUR PERSONAL DATA, THE RESPONSIBLE PARTY WILL HANDLE AND TREAT YOUR PERSONAL DATA IN ACCORDANCE WITH THIS PRIVACY POLICY. You must keep Your Personal Data up to date and promptly notify InRewards of any changes (by delivery, post, fax or e-mail to the address in clause 16). The Responsible Party respects Your privacy and except where the law requires otherwise, the Responsible Party will protect the confidentiality of Your Personal Data supplied in the course of contracting with the Responsible Party. The Responsible Party will not sell Your Personal Data to third parties for commercial or marketing purposes.
- 10.4 The Responsible Party will collect certain Personal Data and non-identifiable information about You. Identifiable Personal Data is collected when You apply to become a Registered User, while You are a Registered User, when performing Card Transactions, when performing any other transaction with InRewards or when You communicate with InRewards. Non-identifiable information is gathered automatically when You visit or use the Website. InRewards may also combine Personal Data collected from You with Personal Data obtained about You from Responsible Parties.
- 10.5 InRewards collects and shares aggregated user data with Responsible Parties for the purposes of developing content and ensuring relevant advertising and content. This user data will not be used to identify individual users.
- 10.6 The Responsible Party logs Your visits to and use of the Website and collects IP addresses and information about Computer Devices and Mobile Devices You use for the purposes of (a) network/system administration, (b) to report aggregate information to Responsible Parties who are advertisers, and (c) to audit the use of the Website and Cards. This data will not be used to identify individual users.
- 10.7 Personal Data which InRewards collects from You through our communications will be used to address the matters referred to in those communications. If this requires referring such communications to a Responsible Party to ensure customer service, Your Personal Data will only be disclosed to the point necessary to address Your query or concerns, and will otherwise be kept confidential.
- 10.8 ANY PERSONAL DATA THAT YOU DISCLOSE IN A PUBLIC SPACE ON THE WEBSITE (INCLUDING ON A BULLETIN BOARD OR CHAT ROOM) IS DISCLOSED AT YOUR OWN RISK AND IS AVAILABLE TO ANYONE ELSE WHO VISITS THAT SPACE. INREWARDS CANNOT SAFEGUARD THAT PERSONAL DATA.

- 10.9 The Website contains links to sites that belong to third parties unrelated to InRewards. These links are provided for convenience only and InRewards does not endorse these sites or the third parties. InRewards has no control over and takes no responsibility for Your use of or for any Personal Data You submit to or over these third party sites. YOU ACCESS AND USE THIRD PARTY SITES AT YOUR OWN RISK. InRewards will not be responsible for any use of Your Personal Data which You disclose on third party sites.
- 10.10 InRewards reserves the right to –
- 10.10.1 disclose Your Personal Data where it is required in good faith to do so by law or to exercise InRewards' legal rights or defend InRewards against legal claims;
  - 10.10.2 share Your Personal Data with law enforcement to investigate or prevent illegal activities being committed over InRewards' network and systems;
  - 10.10.3 disclose Your Personal Data where You have given InRewards explicit consent to do so;
  - 10.10.4 monitor user and network traffic for site security purposes and prevent any unauthorized attempts to tamper with the Website or to cause damage to InRewards' property.
- 10.11 The Personal Data which will be collected by the Responsible Party from You and Computer Devices and Mobile Devices which You use, for the Specified Purposes, includes –
- 10.11.1 first name and surname;
  - 10.11.2 identity/passport number;
  - 10.11.3 physical and postal address;
  - 10.11.4 email address;
  - 10.11.5 mobile phone/device number;
  - 10.11.6 approximate location permission (non-continuous): used to access the approximate geographic location of Computer Devices and Mobile Devices in order to provide location-based services. This access is not continuous meaning that the Responsible Party cannot derive Your approximate geographic location on a continuous basis;
  - 10.11.7 camera permission: used to access the camera or to capture images and video from Computer Devices and Mobile Devices;
  - 10.11.8 contacts permission: used to access contacts and profiles on Computer Devices and Mobile Devices including editing items;
  - 10.11.9 photo library permission: used to access the photo library on Computer Devices and Mobile Devices;
  - 10.11.10 precise location permission (non-continuous): used to access the exact geographic location of Computer Devices and Mobile Devices in order to provide location-based services. This access is not continuous meaning that the Responsible Party cannot derive Your exact geographic location on a continuous basis;
  - 10.11.11 storage permission: used for accessing shared external storage to Computer Devices and Mobile Devices, including reading and adding items.
- 10.12 YOU ARE RESPONSIBLE FOR THE PERSONAL DATA OF ANY THIRD PARTY YOU OBTAIN, PUBLISH OR SHARE THROUGH THE WEBSITE OR TO THE RESPONSIBLE PARTY AND YOU WARRANT THAT YOU HAVE THE THIRD PARTY'S CONSENT TO DO SO.
- 10.13 IF YOU WISH TO BE A REGISTERED USER AND TO USE THE FULL FUNCTIONALITY OF THE WEBSITE THEN IT IS MANDATORY FOR YOU TO SUPPLY THE PERSONAL DATA REQUESTED TO THE RESPONSIBLE PARTY. IF YOU FAIL TO SUPPLY THE PERSONAL DATA REQUESTED THEN YOU WILL NOT BE ABLE TO BE A REGISTERED USER AND YOUR USE OF THE WEBSITE WILL BE RESTRICTED.
- 10.14 Computer Devices and Mobile Devices You use may require You to grant permission (generally, in their settings) to permit the Responsible Party to access Your Personal Data. Your Computer Devices and Mobile Devices may allow You change or revoke these permissions (generally, in their settings). IF YOU FAIL TO GRANT THESE PERMISSIONS OR LIMIT OR REVOKE THEM THEN YOU WILL NOT BE ABLE TO BE A REGISTERED USER AND YOUR USE OF THE WEBSITE WILL BE RESTRICTED.
- 10.15 YOU HAVE THE RIGHT (A) TO ACCESS THE PERSONAL DATA YOU HAVE PROVIDED TO THE RESPONSIBLE PARTY, (B) TO CORRECT THE PERSONAL DATA YOU HAVE PROVIDED, AND (C) TO OBJECT TO THE PROCESSING OF YOUR PERSONAL DATA BY THE RESPONSIBLE PARTY BY NOTIFYING INREWARDS BY DELIVERY, POST, FAX OR E-MAIL TO

THE ADDRESS IN CLAUSE 16. YOU ALSO HAVE THE RIGHT LODGE A COMPLAINT WITH THE REGULATOR AT (a) JD House, 27 Stiemens Street, Braamfontein, Johannesburg, Gauteng, or (b) PO Box 31533, Braamfontein, Johannesburg, 2017, Gauteng, or (c) complaints.IR@justice.gov.za.

## 11 PROHIBITED CONDUCT IN YOUR USE OF THE WEBSITE

InRewards reserves the right to edit or remove material which is sent, forwarded or posted by You and which InRewards determines is objectionable including any that InRewards determines is offensive, indecent, obscene, abusive, threatening, menacing, incites violence, incites hatred, breaches any obligation of confidentiality or infringes the rights of any third party. In Your use of the Website and performing Card Transactions and in communicating with InRewards, You will not, directly or indirectly, –

- 11.1 conduct Yourself or incite others to conduct themselves in a manner contrary to any law or which would amount to a criminal offence or which would give rise to civil liability;
- 11.2 conduct Yourself in a manner which is offensive, indecent, obscene, threatening, menacing, incites violence, incites hatred, breaches any obligation of confidentiality or infringes the rights of any third party;
- 11.3 pose as, or hold Yourself out to have, an identity which is not You;
- 11.4 interfere with the rights of others to use the Website;
- 11.5 circumvent or compromise (or attempt to do so) the security on the Website or InRewards' systems;
- 11.6 send, forward or post material which is offensive, indecent, obscene, abusive, threatening, menacing, incites violence, incites hatred, breaches any obligation of confidentiality or infringes the rights of any third party;
- 11.7 advertise or promote Yourself or any third party or any products and/or services on the Website;
- 11.8 create or send 'chain letters' being communications which are sent, or which encourage any person to send them, (or copies or variations of them) to multiple parties either in a single or over multiple posting sessions;
- 11.9 introduce malicious computer software, code or routines which –
  - 11.9.1 might disrupt, distort, disable, harm or otherwise impede the operation of any software, firmware, hardware, local area network, wide area network, virtual private network or any of their peripherals;
  - 11.9.2 might disable or impair in any way the operation of any software, firmware, hardware, local area network, wide area network, virtual private network or any of their peripherals based on an elapsed period of time or advancement to a particular date or other numeral;
  - 11.9.3 might permit any person to access (remotely or otherwise) and disable or impair any software, firmware, hardware, local area network, wide area network, virtual private network or any of their peripherals;
  - 11.9.4 comprise harmful or hidden procedures, routines or mechanisms which might cause any software, firmware, hardware, local area network, wide area network, virtual private network or any of their peripherals to cease functioning;
  - 11.9.5 might damage or corrupt data, storage media, software, firmware, hardware or communications or otherwise interfere with technology operations generally.

## 12 INTELLECTUAL PROPERTY RIGHTS

12.1 All –

- 12.1.1 patents, copyright, trademarks, logos, style names, slogans, designs, models, inventions, trade and business secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain, use or for their protection) which are used or held, whether or not currently, in connection with InRewards' business (including the Website and Cards); and
- 12.1.2 ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes and methods used in connection with InRewards' business, and, all available information regarding marketing and promotion of InRewards' products and services, and, all and any modifications or improvements to any of these,

(collectively, "**Intellectual Property**") are and will at all times be and remain the property of InRewards (or its licensors) and You will not acquire any rights, title or interest of any kind in or to any or all of such Intellectual Property. Except as expressly permitted in this Agreement, You will not make use of InRewards' (or its licensors') Intellectual Property without the prior written consent of InRewards, which may withhold its consent in its sole

and absolute discretion. All rights in and to InRewards' (or its licensors) Intellectual Property not expressly granted in this Agreement, are hereby reserved.

- 12.2 Provided that You have agreed to the Terms and Conditions of this Website, You may view and interact with the Website in its original display format (as intended by InRewards for access by the public) for Your own personal and non-commercial use. You may not display the whole or any part of this Website, on or in any other website or in any form of communication to any other person.
- 12.3 You hereby grant InRewards the perpetual, royalty-free, world-wide right to use and exploit to the extent that InRewards sees fit, all and any ideas, comments and information provided or communicated by You to InRewards (in whatever form they are provided or communicated). For clarity, You will receive no compensation or reward in the event that InRewards uses and/or exploits any ideas, comments and information which You have provided or communicated to InRewards. IF YOU DO NOT WANT INREWARDS TO USE OR EXPLOIT ANY OF YOUR IDEAS, COMMENTS OR INFORMATION, THEN DO NOT DISCLOSE THEM TO INREWARDS.
- 12.4 InRewards may make reference to third party trademarks (or other intellectual property) on the Website and/or Cards. All third party trademarks (or other intellectual property) are the property of their respective owners.

### **13 TERMINATION, BREACH AND DEFAULT**

- 13.1 Either party will be entitled to cancel this Agreement at any time by giving the other party 20 Business Days' prior written notice to this effect.
- 13.2 Should either party breach any material provision or term of this Agreement (other than those which contain their own remedies or limit the remedies in the event of a breach thereof) and fail to remedy such breach within 20 Business Days of receipt of notice requiring it to do so and warning that if the breach is not so remedied, the aggrieved party may exercise its rights in terms of this clause, then the aggrieved party will be entitled without notice, in addition to any other remedy available to it at law or in terms of this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either case without prejudice to the aggrieved party's right to claim damages.
- 13.3 Should a party –
  - 13.3.1 commit an act which is or would be an act of insolvency in terms of section 8 of the Insolvency Act, 1936 (if committed by a natural person);
  - 13.3.2 commence business rescue proceedings, be provisionally or finally liquidated, be removed from the company register, take steps for its voluntary winding up, or, be placed in any similar or replacement regime covered by South African insolvency law,then, the other party will thereafter be entitled to terminate this Agreement on written notice to that effect.
- 13.4 Cancellation or termination of this Agreement will not affect either party's accrued rights in terms hereof.

### **14 DISCLAIMERS AND LIMITATION OF LIABILITY**

- 14.1 TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, INREWARDS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, EXTRINSIC, SPECIAL, PENAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES SUSTAINED BY YOU ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE, YOUR REGISTRATION, ANY CARD OR THE PERFORMANCE OF CARD TRANSACTIONS, REGARDLESS OF HOW SUCH LOSSES OR DAMAGES ARE CAUSED (INCLUDING AS A RESULT OF NEGLIGENT ACTS OR OMISSIONS OF INREWARDS OR OF ANY PERSON FOR WHOM INREWARDS MAY BE LIABLE IN LAW), WHETHER THEY ARISE UNDER CONTRACT, DELICT OR OTHERWISE AND WHETHER THE LOSS WAS ACTUALLY FORESEEN OR REASONABLY FORESEEABLE.
- 14.2 TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, INREWARDS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES SUSTAINED BY YOU ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE, YOUR REGISTRATION, ANY CARD OR THE PERFORMANCE OF CARD TRANSACTIONS, REGARDLESS OF HOW SUCH LOSSES OR DAMAGES ARE CAUSED (INCLUDING AS A RESULT OF NEGLIGENT ACTS OR OMISSIONS OF INREWARDS OR OF ANY PERSON FOR WHOM INREWARDS MAY BE LIABLE IN LAW), WHETHER THEY ARISE UNDER CONTRACT, DELICT OR OTHERWISE AND WHETHER THE LOSS WAS ACTUALLY FORESEEN OR REASONABLY FORESEEABLE, IN EXCESS OF –
  - 14.2.1 IN RELATION TO ANY CLAIM OR SERIES OF CLAIMS ARISING FROM ANY CARD AND/OR ANY CARD TRANSACTIONS, THE ISSUE OF A NEW CARD TO THE EXTENT OF ANY UNREDEEMED VALUE ON THE ORIGINAL CARD, AGAINST THE REVOCATION OF THE ORIGINAL CARD; OR

14.2.2 IN RELATION TO ANY OTHER CLAIM OR SERIES OF CLAIMS ARISING FROM THE SAME CAUSE OF ACTION, AN AMOUNT OF R100.00.

14.3 SAVE AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE WEBSITE, CARDS AND THE PERFORMANCE OF CARD TRANSACTIONS ARE PROVIDED ON AN AS-IS BASIS AND, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, INREWARDS EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, IN RESPECT OF THE WEBSITE, CARDS AND/OR THE PERFORMANCE OF CARD TRANSACTIONS.

14.4 Nothing in this clause 14 will be interpreted or construed to exclude or limit InRewards' liability for death, illness or personal injury or any loss of or physical damage to property, caused to You by any act or omission of InRewards, save to the extent permitted by the CPA.

## 15 CONTRACTS FOR THE BENEFIT OF THIRD PARTIES

15.1 CLAUSES 4.1, 4.5, 4.12, 5.4, 6, 7.1.1, 7.1.2, 10, 12.1 AND 12.4 ARE ALSO CONTRACTED BY INREWARDS AND AGREED TO BY YOU, FOR AND IN FAVOUR OF THE E-COMMERCE PLATFORMS, THE MERCHANTS, INREWARDS' ASSOCIATED BANKS, INREWARDS' LICENSORS AND EACH RESPONSIBLE PARTY AND IN THIS REGARD THESE CLAUSES CONSTITUTE A CONTRACT FOR THE BENEFIT OF A THIRD PARTY.

15.2 CLAUSES 14.1 AND 14.2 ARE ALSO CONTRACTED BY INREWARDS AND AGREED TO BY YOU, FOR AND IN FAVOUR OF ANY PERSON FOR WHOM INREWARDS MAY BE LIABLE IN LAW (INCLUDING EACH RESPONSIBLE PARTY) AND IN THIS REGARD THESE CLAUSES CONSTITUTE A CONTRACT FOR THE BENEFIT OF A THIRD PARTY.

## 16 ADDRESSES FOR NOTICE AND SERVICE

16.1 The parties choose as their addresses at which legal notices may be served and legal process may be executed, for all purposes in terms of this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following –

16.1.1 InRewards:

Physical: Block C & E, Wedgewood Office Park, 3 Muswell Road, Bryanston, Johannesburg, Gauteng, RSA  
Postal: Block C & E, Wedgewood Office Park, 3 Muswell Road, Bryanston, Johannesburg, Gauteng, RSA  
e-Mail: Info@InRewards.co.za

16.1.2 You, if You are a Registered User:

the addresses selected by You for this purpose during the process of applying to become a Registered User, as amended by You in accordance with this Agreement.

16.2 Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if in writing.

16.3 Either party may by notice to the other party change the physical address chosen as its address at which legal notices may be served and legal process may be executed, to another physical address where postal delivery occurs in the Republic of South Africa, or its postal address or its fax number or its e-mail address, provided that the change will become effective on the 5<sup>th</sup> Business Day from the deemed receipt of the notice by the other party. UNTIL THE CHANGE BECOMES EFFECTIVE ALL COURT PROCESS, NOTICES AND OTHER DOCUMENTS AND COMMUNICATIONS OF WHATSOEVER NATURE THAT HAVE BEEN SERVED AND EXECUTED AT THE THEN CURRENT ADDRESS WILL BE VALID AND EFFECTIVE AGAINST THAT PARTY EVEN IF THEY DO NOT COME TO THE ATTENTION OR KNOWLEDGE OF THAT PARTY.

16.4 A notice to a party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its address at which legal notices may be served and legal process may be executed, to which post is delivered, will be deemed to have been received on the 5<sup>th</sup> Business Day after posting (unless the contrary is proved).

16.5 A notice to a party delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its address at which legal notices may be served and legal process may be executed, will be deemed to have been received on the day of delivery.

16.6 A notice to a party sent by fax to its chosen fax number, will be deemed to have been received on the first Business Day following the date of dispatch (unless the contrary is proved).

16.7 A notice to a party sent by e-mail to its chosen e-mail address, will be deemed to have been received on the first Business Day following the date of dispatch (unless the contrary is proved).

- 16.8 Despite the foregoing, a written notice or communication actually received by a party will be an adequate written notice or communication to it even if it was not sent to or delivered at its chosen address at which legal notices may be served and legal process may be executed.
- 16.9 Each party appoints any responsible person at its chosen address at which legal notices may be served and legal process may be executed, to receive for and on its behalf, service of process in such jurisdiction in any legal action or proceedings regarding this Agreement. Nothing herein will affect the right to serve process in any other manner permitted by law.

## **17 FORCE MAJEURE**

If Force Majeure causes delays in or failure or partial failure of performance by a party of all or any of its obligations, this Agreement, or as the case may be the affected portion thereof, will be suspended for the period during which the Force Majeure prevails, but if they affect any material part of the Agreement it will be suspended only for a maximum period of 21 days after which any affected party will be entitled on 3 days' written notice to cancel this Agreement. Written notice of a Force Majeure event specifying its nature and commencement date will be dispatched by the party seeking to rely on it (on whom the onus will rest) as soon as reasonably possible after its commencement. Written notice of the cessation of the Force Majeure event will be given by the party who relied on it, within 3 days after such cessation.

## **18 CESSION AND ASSIGNMENT**

Neither party will be entitled to cede, delegate, assign or in any other manner dispose of any of its rights or obligations arising out of this Agreement without the prior written approval of the other party which may withhold its approval in its sole and absolute discretion, provided that to the extent that any such cession, delegation, assignment or disposal relates to an amalgamation or genuine restructuring of the first-mentioned party or any group of companies of which it is part, then the other party's approval will not be unreasonably withheld. This clause will be binding on the liquidator, business rescue practitioner or trustee (whether provisional or final) of each party.

## **19 RELATIONSHIP OF PARTIES**

Nothing in this Agreement will be deemed to constitute either party the partner or agent or legal representative of the other. It is not the parties' intention to create nor will this Agreement be construed to create any commercial or other partnership. Neither party will have any authority to act for or assume any obligation or responsibility on behalf of the other party nor hold itself out as partner or agent of the other party.

## **20 LANGUAGE**

This Agreement has been concluded in the English language. In the case of any conflict between the English version of this Agreement and any translation version, the English version will prevail. Notices required in terms of this Agreement will be given in the English language.

## **21 GOVERNING LAW**

- 21.1 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 21.2 If this Agreement is concluded outside of the Republic of South Africa, or, where a party is domiciled in another country, the parties agree that this Agreement will be governed by the substantive laws of the Republic of South Africa (if its prescription laws are not considered to be substantive laws, by the prescription laws as well but excluding its conflict of law principles), provided that if the major part of the Agreement is to be performed outside the Republic of South Africa, none of its laws which promote competition in the Republic of South Africa will govern. All disputes, actions and other matters relating to this Agreement will be determined in accordance with such law.
- 21.3 The United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement and transactions implemented pursuant to it.

## **22 SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable will be ineffective to the extent of such prohibition or unenforceability and will be treated as if it were not written herein, and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

## **23 WHOLE AGREEMENT, NO AMENDMENT**

- 23.1 THIS AGREEMENT CONSTITUTES THE WHOLE AGREEMENT BETWEEN THE PARTIES RELATING TO ITS SUBJECT MATTER AND REPLACES, SUPERSEDES AND CANCELS IN ITS ENTIRETY, ANY PRIOR AGREEMENTS WHATSOEVER

(WHETHER WRITTEN OR ORAL) IN FORCE BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

- 23.2 No amendment or consensual cancellation of this Agreement or any of its provisions or terms or of any agreement or other document or instrument issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising out of this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement or other document or instrument issued pursuant to or in terms of this Agreement will be binding unless performed in accordance with the terms of this Agreement or otherwise recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation).
- 23.3 Any extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document or instrument issued or executed pursuant to or in terms hereof, will be strictly construed as relating strictly to the matter in respect whereof it was made or given, will not operate as an estoppel (*to preclude/prevent a person from asserting/denying a fact or a right*) against any party in respect of its rights in terms of this Agreement, and, will not operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
- 23.4 No failure or delay on the part of either party in exercising any right, power or privilege in terms of this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### **24 ECTA INFORMATION**

In addition to that already contained in this Agreement or on the Website, the following information is provided in terms of ECTA –

- 24.1 Telephone number: 011 290 9930
- 24.2 Membership of self-regulatory or accreditation bodies to which InRewards belongs/subscribes and their contact details: None.
- 24.3 Codes of conduct subscribed to by InRewards and how they can be accessed electronically: None.
- 24.4 Office bearers: Vaughan Alexander, Stephen Mallaby, Andiswa Mjuleka and Mntungwa Morojele.
- 24.5 Place of registration: The Republic of South Africa.
- 24.6 Description of the main characteristics of the goods/services offered by InRewards to enable a consumer to make an informed decision on the proposed electronic transaction: InRewards operates incentive, reward, loyalty, marketing, expense management, employee benefits and public social programmes.
- 24.7 Alternative dispute resolution codes subscribed to by InRewards and how to access them electronically: None.

#### **25 CPA INFORMATION**

In addition to that already contained in this Agreement or on the Website, the following information is provided in terms of the CPA –

- 25.1 Public officer's contact details: Stephen Mallaby Contact number: (office) 086 111 1665.
- 25.2 The exact service to be rendered by InRewards: InRewards operates incentive, reward, loyalty, marketing, expense management, employee benefits and public social programmes.
- 25.3 Other costs which InRewards is entitled to recover from You, and under what circumstances: None.
- 25.4 InRewards will disclose any information, at any relevant time, which may be relevant to You when You are deciding whether to acquire the service offered by InRewards, or whether to continue with an existing service.
- 25.5 The following commissions, consideration fees, charges or brokerages are payable to InRewards by the following persons: InRewards will receive fees from the Provider in return for the provision of services facilitating the distribution, support and management of Cards. InRewards may receive rebates from certain e-Commerce Platforms and Merchants in return for facilitating Card Transactions.
- 25.6 InRewards has not been (a) found guilty of any offence involving dishonesty which was punishable by criminal imprisonment without the option of a fine, or (b) placed under sequestration, liquidation or business rescue proceedings.