

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These terms and conditions ("**Terms and Conditions**") and privacy policy ("**Privacy Policy**") contained herein apply between BXChange iMali Proprietary Limited ("**Provider**") and any and all persons ("**Client**") who access, visit, utilise, registers for and/or opens a wallet with the Provider.
- 1.2. The Terms and Conditions and Privacy Policy shall collectively be referred to as the "**Terms**".
- 1.3. The Provider provides various services via the following platforms ("**Platforms**"):
 - 1.3.1. its website which can be found at www.my-imali.com;
 - 1.3.2. its mobile application platform (My-iMali) on the Android Play Store and on the IOS Apple App Store; and
 - 1.3.3. USSD codes which can be accessed by dialling *120*29244#.

2. CONTRACT

- 2.1. By accessing, visiting, utilising, registering a wallet and/or utilising any of the services provided via the Platforms, the Client:
 - 2.1.1. accepts the Terms;
 - 2.1.2. agrees to adhere to the Terms; and
 - 2.1.3. acknowledges that the Terms govern the Client's access and use of the Platforms.
- 2.2. The Terms constitute a legally binding agreement between the Provider and the Client.

3. AMENDMENTS TO TERMS

- 3.1. The Provider may at any time modify, amend, suspend, replace, substitute, deny access or cease offering any of the services or any portion of the services at any time for any reason. Any amendment by the Provider of the

Terms shall be effective as soon as the amendment is posted on the website located at www.my-imali.com.

- 3.2. To the extent permitted in law, the Client bears the responsibility to visit the website of the Provider regularly in order to remain updated of any change to the Terms. As soon as the Terms have been amended, the Provider shall inform the Client of such amendment and advise the Client to review the amended Terms.
- 3.3. The Client's continued access or use of the services and/or the services provided via any of the Platforms constitutes his/her/its consent to be bound by the Terms, as amended. Should the Client not accept the amended Terms, the Client shall refrain from making use of the services provided by the Provider and shall immediately take all necessary steps to close their wallet with the Provider as well as accessing the Platforms.
- 3.4. The Provider reserves the right to change and amend the services, products, prices and rates quoted on the Platforms from time to time.

4. SERVICES

- 4.1. The Provider may provide a variety of services via its Platforms.
- 4.2. The Platforms allow the Client to access a mobile wallet which is linked to the Client ("**My-iMali Wallet**") in which credits ("**Credits**") can be purchased and used in accordance with these Terms.
- 4.3. The Client can:
 - 4.3.1. load Credits into the My-iMali Wallet by depositing cash at an ABSA automatic teller machine, ABSA branch or via electronic funds transfer into the Client's My-iMali Wallet;
 - 4.3.2. move credits from the Client's My-iMali wallet
 - 4.3.3. send and receive Credits from the Client's My-iMali Wallet to other Client's My-iMali wallets; use Credits to load the Client's My-iMali Mastercard debit card ("**My-iMali Card**"), as contemplated in **clause 5.7 (Registration on Platforms)** below;

- 4.3.4. use Credits to purchase goods and/or services within the My-iMali Wallet (for example: airtime, data and electricity) (“**VAS**”); and/or
- 4.3.5. use the Client’s My-iMali Card to make purchases anywhere Mastercard is accepted, or withdraw money at an ATM.
- 4.4. The Client cannot use Credits in a My-iMali Wallet for any other purpose. At this time, a Client cannot cash-out or withdraw Credits loaded into a My-iMali Wallet or instruct that such Credits be repaid. Similarly, if a Client allocates Credits to another user, that user cannot cash-out or withdraw the transferred Credits in cash.
- 4.5. The Provider may suspend, terminate and restrict any of the services provided on the Platforms in its sole and absolute discretion and, to the extent permitted in law, shall not be liable for any and all loss and/or damage suffered by the Client and/or any other person as a result of such suspension, termination and restriction of services.
- 4.6. The Provider does not guarantee uninterrupted, error free and continuous service and the Client hereby waives his/her/its right to claim any loss and/or damage as a result of any interruption of service.
- 4.7. The Client acknowledges that the Provider offers a variety of services via Platforms and that the services provided and/or made available on the various Platforms may differ and that the Platforms which make use of mobile applications shall have more services available.
- 4.8. In the event of the My-iMali prepaid debit MasterCard not being topped up (credits moved from wallet to card) within a period of 1 calendar month, a fee of R6.00 will be deducted from the Clients wallet.
- 4.9. There is a monthly cost of R8,00 for any secondary card(s) (second, third and fourth cards) added to a user’s wallet. This amount is automatically deducted from the balance of the primary card.

5. REGISTRATION ON PLATFORMS

- 5.1. In order to use the services provided via the Platforms, the Client is required to open, create and register an electronic wallet via one of the Platforms.

- 5.2. When a Client registers on any of the Platforms, the Client will be required to provide at least the following information: a username which will be used to log into the Platforms, the Client's full name and surname, the Client's South African identity number and/or passport number, a South African mobile telephone number, an email address and a password.
- 5.3. All passwords submitted via the Platforms when signing up are encrypted and no employee, agent or representative of the Provider has access thereto. Should the Client forget his/her/its password, the Client shall utilise the "Forgot Password" function on the Platforms to procure a new password.
- 5.4. A new Client is required to provide the required know-your-client ("**KYC**") and identification documentation as part of the sign up and on boarding process.
- 5.5. A Client who does not provide the necessary identification documents will have his/her/its account locked and/or suspended until same is provided. Kindly see **clause 11** (*KYC Provisions*) for further details.
- 5.6. The Client is solely responsible for the content and accuracy of any data, information and/or documentation provided to the Provider and/or submitted via any of the Platforms.
- 5.7. As part of the sign-up process, the Client will be provided with a prepaid debit MasterCard, being the My-iMali Card, and a letter welcoming the Client ("**Letter**").
- 5.8. The Letter will contain contact details, abbreviated instructions in respect of the Platforms and all fees applicable to the Platforms, transactions on the Platforms and the use of the My-iMali Card. The applicable fees are also accessible on the Website under "Wallet Guide".
- 5.9. The Letter will also contain the terms and conditions relating to the My-iMali Card.
- 5.10. By signing up and accepting the My-iMali Card, the Client agrees to be bound by the terms and conditions for the use of the My-iMali Card ("**My-iMali Card Terms**"). Should a Client not accept the My-iMali Card Terms, the Client shall notify the Provider immediately and will not be eligible to use the Card service.

- 5.11. The contents of the Letter and the My-iMali Card Terms are incorporated into these Terms. To the extent that there is any conflict and/or inconsistency between the Terms and the My-iMali Card Terms, the My-iMali Card Terms shall prevail to the extent of such conflict and/or inconsistency.

6. RESPONSIBILITY FOR UP TO DATE CONTACT INFORMATION

- 6.1. The Client agrees and acknowledges that –
- 6.1.1. the Client is solely responsible for ensuring that all of its details on all Platforms are accurate, correct and up to date;
 - 6.1.2. any and all communications, agreements, notices, transactions and/or any ancillary documents (“**Notices**”) will be provided to the Client either via emails, short message service and/or telephone calls;
 - 6.1.3. the Client bears the sole responsibility to have access to any software and/or hardware to receive, access and retain Notices provided by the Provider;
 - 6.1.4. such Notices will be sent to the Client’s contact details as set out on the Platforms;
 - 6.1.5. the main mode of communication will be email; and
 - 6.1.6. in the event that the Client does not have an email address, communications will be sent to the Client’s cell phone number.
- 6.2. The Client hereby agrees that the Provider is not liable for any loss, damage, unauthorised access and/or harm howsoever arising and from whatsoever source, nature and/or cause in regard to Notices sent to the Client’s contact details as listed on the Platforms. The Client hereby waives any right to claim any loss, damage and/or harm in respect of Notices sent by the Provider to the Client’s contact details listed on the Platforms.

7. USE OF PLATFORMS

- 7.1. Once the Client has registered on the Platforms, the Provider shall send a written communication to the Client with the Client’s username and deposit reference number (“**DPR**”).
- 7.2. Each Client shall have a unique DPR which must be used in all transactions.

- 7.3. The Client is responsible for ensuring that the correct DPR number is utilised whenever the Client uses the Platform and the Provider shall not be liable for any costs, claims, damages and/or loss as a result of the Client inserting the incorrect DPR number when utilising the Platforms.
- 7.4. The Client agrees not to:
- 7.4.1. register more than 1 (one) account on the Platforms;
 - 7.4.2. register an account in the name of any other person;
 - 7.4.3. post, distribute, publish or by any other means place any computer code on any and/or all of the Platforms which directly or indirectly links to another website, unless the Provider has given its prior written approval;
 - 7.4.4. distribute or share their username and/or password details with any other individual or entity for the purposes of allowing others to utilize the services provided through the Platforms; and
 - 7.4.5. in any way copy, modify, publish, transmit, display, sell, distribute or reproduce copyrighted material, trademarks or other protected proprietary information, without the prior written consent of the Provider.
- 7.5. In the event that the Client registers more than 1 (one) account, it shall constitute a breach of these Terms and the Provider may, without derogating from its other rights in law:
- 7.5.1. lock, suspend and/or cancel 1 (one) or all of the Client's accounts; or
 - 7.5.2. in the event that the Provider elects to cancel all of the Client's additional accounts, the Client hereby agrees that the Provider may transfer any and all funds from the additional accounts to the Client's original account; and
 - 7.5.3. in either event, the Provider shall charge an administrative fee in addition to the transaction fees applicable to the transfers.

8. DEPOSITS, TRANSFERS AND MOVING CREDITS

- 8.1. Once the Client has obtained a DPR, as contemplated in **clause 7.1** (*Use of Platform*), the Client may deposit funds into the Client's mobile wallet which is housed on the Platforms and will be allocated Credits to the value of the funds deposited.
- 8.2. Subject to limits imposed in terms of **clause 11** (*KYC Provisions*), the Client may deposit funds via any ABSA automatic teller machine, ABSA branch or by electronic transfer.
- 8.3. All funds deposited in respect of the My iMali Card will be received by Mercantile Bank Limited (Registration number: 1695/0067706/06) which is also an authorised financial services and credit provider (NCRCP19).
- 8.4. Once Credits have been added to the My-iMali Wallet, the Client may transfer and/or use the Credits as contemplated in **clause 4.3** (*Services*).
- 8.5. The Client is solely responsible for ensuring that the details provided for any transfer, deposit and/or moving of credits from the wallet are correct, accurate, up to date and complete.
- 8.6. The Client acknowledges that:
- 8.6.1. the Provider is not liable for any loss, damage and/or harm suffered by the Client and/or any third party in the event that the Client and/or third party provides the incorrect DPR, account number and/or amount; and
- 8.6.2. the Provider is under no obligation to reverse or amend any deposit, transfer and/or withdrawal.
- 8.7. In the event that the Client has entered the incorrect details in respect of a deposit, transfer and/or moving of credits, the Client shall notify the Provider as soon as reasonably possible and not longer than 12 (twelve) hours after the occurrence of the event. The Provider shall take commercially reasonable steps to remedy the Client's mistake. The Client acknowledges that the process of remedying the mistake will take at least 30 (thirty) days and warrants that this period is reasonable and fair.
- 8.8. Should a Client require a refund of Credits in the Client's My-iMali Wallet, the Client may contact the Provider with such request. Subject to applicable law, the Provider retains full discretion as to whether to process a refund and may

impose certain requirements. The Provider may charge a fee for each refund requested and processed.

9. SECURITY

- 9.1. In order to ensure the security and reliable operation of the services to all of the Clients, the Provider hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 9.2. The Client may not utilise the Platforms in any manner which may compromise the security of Provider's networks or tamper with the Platforms in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Platforms or a Client's account, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Platforms, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should the Provider suffer any damage or loss, civil damages shall be claimed by Provider against the user.
- 9.3. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Provider and its affiliates, agents and/or partners.
- 9.4. The Client is responsible for ensuring that his log in details for the Platforms remains private and confidential.
- 9.5. The Client agrees and acknowledges that the Client shall have the responsibility for all activity that occurs in or through the Client's My-iMali Wallet, My-iMali Card, account on the Platforms and accepts all risks of any unauthorised or authorised access thereto.

10. PROHIBITED ACTIVITIES

- 10.1. The Client shall not and hereby agree not to utilise the Platforms:
- 10.1.1. to violate any legislation, regulations, statutes and/or applicable law;
- 10.1.2. to violate any other person's rights;

- 10.1.3. for undertaking, facilitating or supporting criminal activity of any kind, including but not limited to, money laundering, terrorist financing, illegal gambling operations or malicious hacking;
- 10.1.4. for any form of abusive activity, including but not limited to, imposing an unreasonable or disproportionately large load on the Provider's infrastructure, or otherwise taking any action that may negatively affect the performance of the Platforms or the Provider's reputation;
- 10.1.5. to attempting to gain unauthorised access to the Provider's site and/or any wallet registered with the Provider;
- 10.1.6. for transmitting or uploading any material to the Provider's site that contains viruses, Trojan horses, worms, or any other harmful programmes;
- 10.1.7. for transferring his/her/its wallet access or rights to a third party, unless as required by law or with the Provider's prior consent;
- 10.1.8. to pay into or otherwise to support pyramid schemes, Ponzi schemes, matrix programmes, "get rich quick" schemes, multi-level marketing programmes or high-yield investment programmes;
- 10.1.9. in respect of fraudulent conduct or activity, including but not limited to taking any actions that defraud the Provider or a Client or customer of the Provider, or the provision of any false, inaccurate, or misleading information to the Provider;
- 10.1.10. in respect of the sale or purchase of any prohibited narcotics or controlled substances;
- 10.1.11. for any purpose other than those approved by the Provider in writing;
- 10.1.12. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 10.1.13. to decompile, disassemble or reverse engineer any portion of the any of the Platforms;

- 10.1.14. to write and/or develop any derivative of the Platforms or any other software program based on the Platforms;
- 10.1.15. to modify or enhance the Platforms. In the event of a user effecting any modifications or enhancements to the Platforms in breach of this **clause 10.1.15**, such modifications and enhancements shall be the property of the Provider;
- 10.1.16. without the Provider's prior written consent, to provide, disclose, divulge or make available to or permit the use of or give access to the Platform by persons other than the Client;
- 10.1.17. to remove any identification, trademark, copyright or other notices from the Platforms;
- 10.1.18. in respect of transactions involving items that may help, facilitate or enable illegal activity, promote or facilitate hate speech, violence or racial intolerance; are considered obscene; or may be stolen goods or the proceeds of crime; and/or
- 10.1.19. to post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Platforms, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind.
- 10.2. The Client will require prior written approval from the Provider in order to enter into any transaction regarding:
 - 10.2.1. gambling or gaming services;
 - 10.2.2. charitable or religious / spiritual organisations;
 - 10.2.3. consumer lending services, including but not limited to secured and unsecured loans, cash advances, payday lending; and
 - 10.2.4. investment funds, asset management, or brokerage services.
- 10.3. The Provider reserves the right to restrict, suspend or terminate the Client's account if the Provider suspects, in its sole and absolute discretion, that the

Client is using, or has used, his/her/its account in association with any of the activities listed in this **clause 10**.

11. KYC PROVISIONS

- 11.1. The Provider implements and maintains the KYC procedures as part of the Provider's commitment to combatting fraud, combatting corruption, the prevention of money laundering and the prevention of terrorist financing.
- 11.2. Due to the fact that the Provider is an accountable institution, it has various duties and responsibilities in terms of the Financial Intelligence Centre Act No. 38 of 2001 ("**FICA**").
- 11.3. The Client is required to provide certain information and/or documents to the Provider and the extent of the information and/or documents provided by the Client will depend on the Provider's sole discretion of the money laundering and terror financing risk attached to the Client, as determined by the Providers Risk Management and Compliance Programme ("**RMCP**").
- 11.4. In terms of the Provider's RMCP established in terms of section 42 of FICA, the Provider has set the following limits for the Client:
 - 11.4.1. the Client will be able to utilise services on any of the Platforms for 72 (seventy-two) hours from registration of a new account on any of the Platforms without providing any supporting identification documents. Such a Client's transaction value will be limited to R3 000 (three thousand Rand). After the lapse of the aforementioned period, the Client's account will be suspended until he/she provides identification documents;
 - 11.4.2. in the event that the Client provides a picture; of himself (front head and shoulders), his identification document and/or passport, the Client will be able to utilise the services on any of the Platforms up to a transaction value of R10 000 (ten thousand) per day and not more than R25 000 (twenty five thousand) per month on the My-iMali Card; and R25 000 (twenty five thousand) per month to RSA bank account(s);
 - 11.4.3. in the event that the Client provides a picture; of himself (front head and shoulders), his identification document and/or passport and proof

of residence. The Client will be able to utilise the services on any of the Platforms up to a transaction value of R10 000 (ten thousand) per day and not more than R25 000 (twenty five thousand) per month on the My-iMali Card; and R75 000 (seventy five thousand) per month to RSA bank account(s);

- 11.5. The Client acknowledges that all documents supplied must be to the sole and absolute satisfaction of the Provider.
- 11.6. The Provider reserves the right to, at any time and in its sole and absolute discretion –
 - 11.6.1. restrict or suspend the Client's account when identification documents are in the process of being verified, outstanding and/or not forthcoming; and/or
 - 11.6.2. to terminate the Client's account where the Client has provided false and/or misleading information and after becoming aware of such false and/or misleading information, the Client fails and/or refuses to provide true and correct information in order to enable the Provider to comply with the identity verification processes.

12. LIABILITY

- 12.1. The Client acknowledges and agrees that neither the Provider nor any employees, agents or representatives of the Provider is liable for any loss or damage which may be incurred through accessing, using of or registering on the Platforms.
- 12.2. To the fullest extent permitted in law, the Client shall and undertakes to, defend, indemnify, and hold harmless the Provider, its officers, directors, employees, agents, representatives, affiliates and third parties, for any losses, costs, damages, liabilities and expenses (including legal fees) relating to or arising out of the Client's use of the services or the Platforms.
- 12.3. The Provider and its affiliates disclaim all liability, howsoever arising and of whatsoever nature, for the acts or omissions of another Client (including unauthorized users, or "hackers") of the Platforms.

- 12.4. The Provider and its subsidiaries, its affiliates, any of its respective agents, officers, directors, employees, information providers or content providers (collectively hereafter referred to as “**Provider Affiliates**”) specifically do not make any warranties, representations, and/or guarantees regarding the accuracy or completeness of any information or services and/or products supplied and advertised on the Platforms. The Platforms and the service/s are provided "as is".
- 12.5. Save as set out in the Terms, the Provider Affiliates make no warranties, representations, and/or guarantees, whether express, implied in law or residual regarding the:
- 12.5.1. Platforms;
 - 12.5.2. service/s provided through the Platforms; and
 - 12.5.3. third party services and/or products acquired through the use of the Platforms.
- 12.6. To the fullest extent possible by law, Provider Affiliates expressly disclaim all, express or implied warranties, including, without limitation:
- 12.6.1. warranties and non-infringement;
 - 12.6.2. compatibility;
 - 12.6.3. security; and
 - 12.6.4. accuracy,
- in respect of the Platforms.
- 12.7. The Provider Affiliates shall not be responsible for, and they hereby disclaim all liability for:
- 12.7.1. any loss, liability, damage (whether direct, indirect, specific, incidental or consequential);
 - 12.7.2. any expense or cost of any nature whatsoever which may be suffered by the Client or any third party, as a result of or which may be attributable, directly or indirectly, to the Client’s access and/or use of the Platforms;

- 12.7.3. any information or material contained on or received via the Platforms;
 - 12.7.4. the Client's use of the service/s, third party service/s and/or products on the Platforms; and/or
 - 12.7.5. the Client's reliance on any information or Links offered via the Platforms and service/s and/or products,
- whether arising negligently or not.
- 12.8. Without limiting the generality of the foregoing, the Provider Affiliates shall not be liable for any:
 - 12.8.1. loss of business;
 - 12.8.2. loss of data;
 - 12.8.3. loss of profits;
 - 12.8.4. failure and/or unavailability of the Platforms for any reason whatsoever; and/or
 - 12.8.5. failure and/or delay by any third-party service provider to render any service/s which are necessary to ensure the availability of any of the Platforms.
 - 12.9. The Platforms are made available on the basis that the Provider Affiliates excludes, to the extent lawfully permitted all liability whatsoever for any loss, claim, action or damage howsoever arising out of the use of this Platform, reliance upon the content of the Platforms or use of the services.
 - 12.10. Information transmitted via the internet is susceptible to monitoring and interception. The Client shall bear all risks of transmitting information in this manner. The Provider Affiliates will not be liable for any loss, harm or damage suffered by the Client as a result of transmitting information to Provider Affiliates.
 - 12.11. The Client specifically acknowledges and agrees that the Provider Affiliates are not liable for any conduct of any Client in any way whatsoever in respect of the access, use or sharing of the resources or otherwise provided on the Platforms.

- 12.12. The Provider Affiliates specifically disclaim any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 12.13. The Provider does not warrant that the Client's use of the Platforms or any service provided will be uninterrupted, always available, or error-free, or will meet the Client's requirements, or that any defects in the Platforms will be corrected.

13. TERMINATION

- 13.1. The Provider reserves the right to suspend and/or terminate the membership and/or account of any Client for any reason at any time.
- 13.2. The Client may terminate their account at any time by taking the necessary and required steps to close their account.
- 13.3. The Client bears the sole responsibility to ensure that the correct procedure has been followed to properly close a wallet on the Platforms.
- 13.4. Upon termination, a Client's entitlement to use the account shall cease. Any Credits remaining in the account should be used by the Client prior to closing the My-iMali Wallet as a Client will not be able to use the Credits following account closure. A Client may request a refund from the Provider within 3 years from date of closure, following which any Credits remaining in an account shall be forfeited. The Provider is entitled to charge a refund fee when making such payment.

14. CONTENT OF THE WEBSITE

The content and information related to the services which are featured on any and all the Platforms are based on the laws of the Republic of South Africa ("**RSA**") unless otherwise expressly stated.

15. COPYRIGHT AND INTELLECTUAL PROPERTY

- 15.1. All copyright, trademarks, logos, names, designs, service marks, proprietary rights, goodwill, intellectual property rights, materials, texts, information, illustrations data on the Platforms or modifications thereof (whether registered or unregistered) ("**Intellectual Property**") are owned by the Provider, alternatively, the Provider is the lawful user and licensor thereof, and is protected under both RSA and international intellectual property laws. Nothing

contained on any of the Platforms should be construed as granting any licence or right to use any of the Intellectual Property without the prior written consent of the Provider.

- 15.2. Any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such Intellectual Property or any component thereof by a Client will be an infringement of such rights of the Provider and the Client hereby indemnifies the Provider and any third party against any loss, liability, damage, claim, action or expense of whatsoever nature (whether direct, indirect, specific, incidental or consequential) which the Provider or any third party may suffer which is caused by or attributable to the Client's unauthorised use of the Intellectual Property.
- 15.3. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Platforms are granted to the Client.
- 15.4. Subject to **clause 15.1**, the Client may use the Intellectual Property or any component thereof for the Client's own internal non-commercial purposes and for purposes of considering and making use of the services.

16. THIRD PARTY LINKS

- 16.1. From time to time, the Platforms may also include links to other websites ("**Links**"), including, but not limited to advertisements, but they are beyond the control or responsibility of the Provider. These Links are provided in order to enhance the interest of other featured content and are not intended to signify that the Provider endorses, supports, advocates or otherwise has any responsibility for the content of the Links or the use or access thereof by the Client. Use or reliance on any Links provided is at the Client's own risk and the Provider makes no representation in relation thereto whatsoever. When visiting Links, the Client must refer to the external terms and conditions of use of such Links.
- 16.2. No endorsement or approval of any third party or their advice, opinions, information, products or services is expressed or implied by any information, material, data or pages on the Platforms.

17. PERMISSION TO LINK TO THE WEBSITE

No person, Client, business, entity or website may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise ("**Linking**"), to any of Platforms or any subsidiary pages of the Platforms (to the extent applicable) before receiving the Provider's prior written approval, which may be withheld or granted subject to the conditions that the Provider specifies from time to time, in the Provider's sole and absolute discretion.

18. FRAMING

No person, business, entity, application or website may frame the Platforms or any of the pages on the Platforms in any way whatsoever.

19. CRAWLERS AND SPIDERS

No person, business, entity or website may use any technology or device to search and/or gain information from the Platforms without the prior written consent of the Provider.

20. WARRANTIES

20.1. By registering an account, the Client expressly warrants and represents that the Client:

20.1.1. is 18 (eighteen) years or older, and a lawful resident of South Africa;

20.1.2. is not a prodigal, insolvent, of unsound mind, mentally handicapped and has full legal capacity to enter into the Terms;

20.1.3. is utilising the Client's own name, identity number, passport number and other contact details belonging to the Client to sign up on the Platforms;

20.1.4. is not utilising another person's details to sign up on the Platforms;

20.1.5. will not use the Platforms, the services and/or any information of whatsoever nature made available and/or sent to the Client by the Provider pursuant to the Client's use or access of the Platforms for any purpose that is unlawful and/or prohibited under the laws of RSA and/or international law or constituting a contravention of the Terms;

20.1.6. understands the nature, risks involved and extent of the Terms and the consequences of the Terms and/or any breach thereof and that

the Client has carefully considered his/her/its financial position before registering an account with the Provider and the Client is solely responsible for the decision to register an account with and/or utilize any service(s) of the Provider;

20.1.7. will furnish the Provider with information that is both true and correct and will not attempt to misrepresent information to the Provider that is harmful, false and/or illegal; and

20.1.8. shall not engage and/or attempt to transact on behalf of any third party.

20.2. The Client also accepts and agrees to be solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which the Client lives that may be applicable to the Client's use of the services and/or account of the Provider, including but not limited to, those related to export or import activities, taxes or foreign currency transactions.

21. PRIVACY POLICY

21.1. The Provider takes the Client's privacy seriously and is committed to protecting the Client's personal information. The Provider utilizes the personal information collected from the Client in accordance with this Privacy Policy.

21.2. Personal information when used in this Privacy Policy means information that can identify the Client as an individual or is capable of identifying the Client. By personal information the Provider does not mean general, statistical, aggregated or anonymised information.

21.3. The Client's use of the Provider's services signifies the Client's consent to the Provider collecting and using the Client's personal information as specified in the Privacy Policy.

22. PROVIDER'S DETAILS

22.1. The Provider's details are as follows:

22.1.1. company name: BXChange iMali Proprietary limited

22.1.2. registration number: 2018/438947/07

- 22.1.3. legal status: Private company registered in terms of the laws of the RSA;
- 22.1.4. physical address: 103 Brink Street
Centurion
Gauteng
0157
- 22.1.5. place of registration: RSA;
- 22.1.6. telephone number: +27 (0)12 111 0345
- 22.1.7. email address: info@my-imali.com
- 22.1.8. website address: www.my-imali.com
- 22.1.9. office bearers: Matt Goosen
Casper Kruger
- 22.2. Except as explicitly stated otherwise, any notices shall be given by email to:
- 22.2.1. in the case of the Provider, the email address in **clause 22.1.7**; and
- 22.2.2. in the case of the Client, the email address that the Client has provided to the Provider, or such other address that has been specified by the Client.
- 22.3. Notice shall be deemed to be given 48 (forty-eight) hours after an email is sent, unless the sending party is notified that the email address is invalid.
- 22.4. Alternatively, the Provider may give the Client notice by registered mail, postage prepaid and return receipt requested, to the address which the Client has provided to the Provider. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.
- 22.5. The Client acknowledges that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be deemed to be given "in writing".
- 22.6. Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or

communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

23. GENERAL

- 23.1. These Terms shall be governed in all respects by the laws of RSA as such laws are applied to agreements entered into and to be performed within RSA.
- 23.2. The Platforms are controlled, operated and administered by the Provider from its offices within RSA. The Provider makes no representation that the content of the website is appropriate or available for use outside of RSA. Access to the website from territories or countries where the content of the website is illegal is prohibited. Clients may not use this website in violation of RSA export laws and regulations. If the user accesses this website from locations outside of RSA, that user is responsible for compliance with all other local laws.
- 23.3. The Provider does not guarantee continuous, uninterrupted or secure access to the Provider's services, as operation of the Provider's website may be interfered with as a result of a number of factors which are outside of the Provider's control.
- 23.4. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 23.5. The Provider's failure to act with respect to a breach by the Client or others does not constitute a waiver of the Provider's right to act with respect to subsequent or similar breaches.
- 23.6. The Client shall not be entitled to cede any of the Client's rights or assign any rights or delegate any obligations that the Client may have in terms of these Terms to any third party without the prior written consent of the Provider.
- 23.7. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

- 23.8. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 23.9. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 23.10. These Terms set forth the entire understanding and agreement between the Provider and the Client with respect to the subject matter hereof.
- 23.11. The Client indemnifies the Provider against all actions, claims, costs, demands, expenses and/or other liabilities suffered or incurred by the Provider as a result of any third-party claims initiated and/or instituted against the Provider relating to unauthorized use of the services of the Provider and/or unauthorized access to the account registered with the Provider, the content thereon and/or any other intellectual property and intellectual property rights flowing therefrom.
- 23.12. Any breach on the part of the Client on the Terms set out herein will result in the Provider, in addition to the normal common law remedies, to take the necessary and appropriate legal action without prior notice to the Client and the Client hereby agrees to reimburse the Provider for any costs incurred in instituting legal action.
- 23.13. By opening an account with the Provider, the Client hereby expressly accept and agrees that the Provider may, without any further notice to the Client, terminate, suspend or restrict the account of any Client who uses, or who the Provider reasonably suspect may be using, the services and/or account(s) of the Provider in a manner that is inconsistent with the purpose of these Terms.