

TERMS AND CONDITIONS APPLICABLE TO THE DIGINUPAY PLATFORMS

1. GENERAL

- 1.1. In this document the following words shall have the meaning ascribed to them:
 - 1.1.1. **"Application"** means the diginuPay mobile application;
 - 1.1.2. **"diginuPay/us/our"** means DigiLiv Group (Pty) Ltd (Registration Number 2019/385836/07, e-mail address: info@diginu.com);
 - 1.1.3. **"diginuPay e-wallet/e-wallet"** means the private e-wallet as activated by the User on the diginuPay platform to transact with and to receive diginu Profit Share Program rewards.
 - 1.1.4. **"Parties"** means diginuPay and the User and "Party" means either one of them;
 - 1.1.5. **"Personal Information"** has the meaning assigned to that term in the POPI Act;
 - 1.1.6. **"Platforms"** means the Application and/or the Website;
 - 1.1.7. **"POPI Act"** means the Protection of Personal Information Act No. 4 of 2013 and includes the regulations published under that Act, and any amendments to that Act and/or the regulations from time to time (if any);
 - 1.1.8. **"Registration Process"** means the registration process to be completed by the User via the System;
 - 1.1.9. **"Services"** means the provision of the System as a service which enables Users to transact in accordance with the terms as set out below;
 - 1.1.10. **"System"** means the intellectual property, software, hardware, materials and all other third-party software, electronic, computer, telecommunication devices and other equipment used by diginuPay and/or its sub-contractor(s) for the provision of the Platforms and the Services including any and all interfaces to the equipment for the purpose of transacting;
 - 1.1.11. **"Terms"** means the terms and conditions of use of the System as set out in this document and as may be amended, varied or added to from time to time by diginuPay;
 - 1.1.12. **"Transact/transacting"** means the moving of funds throughout the various functionalities, as performed by the user;
 - 1.1.13. **"User/you/your"** means the person in whose name the User Account is opened;
 - 1.1.14. **"User Wallet"** means the virtual account to be opened for the User which will be accessed by the User using its User Name and Password;
 - 1.1.15. **"User Data"** means all information and other documents uploaded by the User onto the Platforms, which includes the User's Personal Information including but not limited to that information referred to herein;
 - 1.1.16. **"User Name and Password"** means the User's name and password chosen by the User for purposes of accessing the System and the User Wallet;
 - 1.1.17. **"Website"** means <https://www.diginu.com>.

2. INTRODUCTION

- 2.1. diginuPay owns and operates the System and has contracted with various third parties for the use of the Platform as defined herein. These Terms regulate the User's use of the Platforms.

3. ACCEPTANCE OF THESE TERMS

- 3.1. You unconditionally and irrevocably agree, for as long as you access and/or make use of the Services, to be bound by and comply with these Terms.
- 3.2. By using the Platforms you acknowledge that you have read the Terms and agree to be bound hereto.
- 3.3. Any changes to these Terms will be updated on the Platforms. By continuing to use the System and/or the Services after such changes, you unconditionally and irrevocably agree to be bound by the Terms, as amended.
- 3.4. diginuPay may immediately terminate these Terms and/or any Services with respect to you, or suspend the whole or any part of the Services at any time for any reason.
- 3.5. Additional terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such additional terms will be disclosed to you in connection with the applicable Services. Additional terms are in addition to, and shall be deemed to form part of the Terms for the purposes of the applicable Services. Additional terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.
- 3.6. Third party services and content (including advertising) may be displayed on the Platforms as well as links to such third parties websites which diginuPay does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. diginuPay does not endorse such third party services and content and shall not be responsible or liable for any products or services of such third party providers.

4. REGISTRATION

- 4.1. In order to use the Services you will be required to complete the Registration Process referred to below.
- 4.2. To complete the Registration Process, you must –
 - 4.2.1. download diginuPay App from the relevant App stores;
 - 4.2.2. log in with your diginu credentials or register a profile if you are not already a diginu customer;
 - 4.2.3. complete the registration form by inserting the requested User Data;
 - 4.2.4. email proof of residence not older than 3 months as well as identity document to diginupay@diginu.com.

5. USER ACCOUNT

- 5.1. You must be at least 18 years of age to obtain a User Account.
- 5.2. diginuPay shall be entitled to refuse to open a User Account for you for any reason whatsoever and shall not be obligated to give you reasons therefore.
- 5.3. You are responsible for all activity that occurs under your User Account, and you shall not disclose your User Name and/or Password to anyone else. You shall notify diginuPay immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your Username and/or Password and to take steps to minimise any resultant loss or harm.
- 5.4. Unless otherwise permitted by diginuPay in writing, you may only possess one User Account as identified by your national Identity number, in combination with your cell phone number and email address.
- 5.5. You may not authorise third parties to use your User Account, and you may not allow persons under the age of 18 to receive the Delivery Services from Delivery Service Providers unless they are accompanied by you.
- 5.6. You may not assign or otherwise transfer your User Account to any other person or entity.
- 5.7. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

6. USER'S OBLIGATIONS

- 6.1. You agree and warrant that you shall at all relevant times -
 - 6.1.1. not use the System or the Services in any manner which violates these Terms or any applicable laws;
 - 6.1.2. only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials); and
 - 6.1.3. comply with all reasonable requests of diginuPay in relation to your use of the Platforms.
- 6.2. You are responsible for obtaining the data network access necessary to use the Services.
- 6.3. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees.
- 6.4. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services.
- 6.5. diginuPay does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices.
- 6.6. The User acknowledges that the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 6.7. diginuPay may from time to time permit you to submit, upload, publish or make available to diginuPay through the Services text, audio, and/or visual content and information, including feedback related to the Services, support requests, and entries into competitions and promotions ("User Content").
- 6.8. Any User Content provided by you to us remains your property. However, by providing User Content to diginuPay, you grant diginuPay subject to relevant privacy laws, a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.
- 6.9. You represent and warrant that –
 - 6.9.1. you either are the owner of the User Content or you have the right to grant diginuPay the license to the User Content; and
 - 6.9.2. neither the User Content nor your submission, uploading, publishing or provision of such User Content nor diginuPay's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7. FEES

- 7.1. You will be charged the following fees:

Transaction type	Fee
Monthly account fee	R1,00
Instant wallet-to-wallet transfer	R1,00
Cash-out *	R12,00
EFT to any SA bank account	R10,50
Instant EFT to any SA bank account	R49,00
Per SMS notification	R0,50

* Cash out vouchers can be redeemed at any Nedbank ATM, Checkers, Shoprite, OK, House & Home, and Usave store across South Africa, subject to their operating hours and cash amount available to dispense the rand value the user requested via cash send functionality. diginuPay accepts no liability for the store or ATM's refusal to dispense the amount requested via cash send.

8. SUSPENSION, RESTRICTION AND TERMINATION OF THE SERVICES

- 8.1. diginuPay reserves the right at any time to suspend or terminate the Services (or any part thereof) with or without notice if –
 - 8.1.1. the User has deregistered from the System;
 - 8.1.2. the User has, in diginuPay's opinion, breached any of these Terms;
 - 8.1.3. diginuPay, in its sole discretion, believes that the User has misused the Services or has violated any applicable laws in

- connection with the use of the Services; and/or
- 8.1.4. diginuPay believes it is necessary to prevent loss or damage to it, the User or any third party and/or to prevent corruption or loss of User Data.
 - 8.2. In addition, diginuPay reserves the right to temporarily suspend the Services for any modification, maintenance or repair work or for any other reason that requires the temporary suspension of the functionalities of the System.
 - 8.3. The User agrees that diginuPay shall not be liable to the User or to any third party for any modification, suspension or termination of the Services.
 - 8.4. In the event that a wallet is closed by diginuPay or the customer, diginuPay will transfer the funds to a South African bank account as elected by the owner of the Service within 5 working days.

9. PRIVACY AND PROTECTION OF INFORMATION

- 9.1 diginuPay may receive information about you from reliable third parties and add it to its database purely for payment or servicing third-party payment request for product sales or financial services purposes. diginuPay shall ensure that such third parties operate a similar ethical policy in relation to your privacy.
- 9.2 You may receive invitations to buy goods and services or other related products, but you may unsubscribe from these invitations at any time.
- 9.3 diginuPay will be sending e-wallet subscribers a variety of SMS or WhatsApp messages which include transaction information, e-wallet balance information and sales receipts. Should the recipient block these messages then diginuPay shall not be liable to re-send these messages. The messages are not marketing material but may be notifications, authentications or information messages that relate to the payment in question.
- 9.4 The Information We Collect
 - 9.4.1 In order to provide the best level of service, we will collect information using the following methods:
 - 9.4.2 Upon sign up, information is stored depending on the answers you provide.
 - 9.4.3 Information that you submit when you use the digital e-wallet to purchase, transfer, cash-in or cash-out is also stored.
 - 9.4.4 User preferences are stored as and when you complete them.
 - 9.4.5 Information about your usage of the Site is collected.
 - 9.4.6 Information about your mobile device may be collected
- 9.5 How We Use The Information
 - 9.5.1 We may use your information in the following ways
 - 9.5.2 To ensure the content from our Platform is presented in the most effective manner.
 - 9.5.3 To provide optimum customer service to you.
 - 9.5.4 To notify you of changes every now and again.
 - 9.5.5 To enable Diginu to provide appropriate products and services to you.
 - 9.5.6 For internal marketing and demographic studies in order to improve our service.
 - 9.5.7 For marketing communications from us. You can opt out of this by contacting Diginu or clicking the unsubscribe at the bottom of any email newsletter that may be sent to you mobile phone number or e-mail address provided to us, or by disabling the notification settings on your phone.
- 9.6 Protecting Your Information
 - 9.6.1 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology.
 - 9.6.2 Where we have given you a password (or you have chosen one), you are responsible for keeping this password confidential.
 - 9.6.3 Appropriate security measures are adopted to protect your information from access by unauthorised persons.
 - 9.6.4 We strive to do our best to protect your personal data.
- 9.7 Disclosure Of Information
 - 9.7.1 We may disclose your personal information in the following circumstances:
 - 9.7.2 To our Suppliers in order to secure a product or service where disclosure is necessary to enable us to process your order and/or provide you with a service.
 - 9.7.3 Where required to do so by law or court order.
 - 9.7.4 Upon the sale of the business
 - 9.7.5 To any person to whom disclosure is necessary to enable us to enforce our rights under this privacy promise or under our Terms and Conditions.
 - 9.7.6 Other that as expressly set out in this privacy promise or as otherwise required or permitted by law, we will not share, sell or distribute any of the information you provided us without your consent.
- 9.8 Accessing Your Information
 - 9.8.1 You may at any time request access to your personal data by contacting Diginu. We reserve the right to ask you for proof of your identity and to charge you an administration fee.

10. DIGINUPAY'S INTELLECTUAL PROPERTY

- 10.1. diginuPay owns or is licensed to use all intellectual property rights in and to the System, the Services and all materials, text, drawings and data entered into or uploaded by it onto the System (collectively the "Intellectual Property").
- 10.2. diginuPay owns or is licensed to use the diginuPay trademarks, names, logos and service marks (collectively "Trademarks") displayed on the Platforms whether registered or unregistered.
- 10.3. You will not acquire any right or interest in the Platforms or the content thereof and all Intellectual Property and Trademarks,

howsoever constituted, in respect of the Platforms is the sole and exclusive property of diginuPay, and you irrevocably and unconditionally undertake in favour of diginuPay that you shall not, under any circumstances whatsoever, infringe our rights to such intellectual property or challenge or dispute diginuPay's right to such intellectual property.

10.4. You may not –

- 10.4.1. announce any future additions, improvements or use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology for any unlawful purpose, including the unlawful access to, acquisition of, control over, copying or monitoring of the diginuPay System and/or Platform; or
- 10.4.2. attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising the System or the Services.

11. NON-VARIATION

- 11.1. We reserve the right to modify and adjust the terms and conditions of this Agreement. We will strive to notify you of these changes prior to the effective date of the new terms. Should any provision in the terms and conditions become obsolete, the validity of the remaining provisions will not be affected.

12. APPLICABLE LAW

- 12.1. The relationship between the parties is governed in South Africa, any dispute or lawsuit arising out of or in connection with this Agreement will be exclusively dealt with by the laws governing South Africa.

13. WARRANTIES

13.1. You warrant to diginuPay that –

- 13.1.1. you are legally entitled to access and use the Services and to be bound by these Terms;
- 13.1.2. the User Data you upload does not copy the work of any third party or otherwise infringe any third party intellectual property rights and the uploading of such User Data does not and will not violate applicable laws or the rights of any third party;
- 13.1.3. all User Data belongs to you, is up-to-date, accurate and valid and you have the right to upload such information to the System and/or the Platforms;
- 13.1.4. you have, and will continue to have all necessary consents to use the Services ; and
- 13.1.5. you are and will remain in compliance with all applicable laws in relation to the use of the Services and will not use the Services for unlawful purpose.

14. DISCLAIMERS AND LIMITATION OF LIABILITY

- 14.1. Although diginuPay will always try to ensure that the functionality of the services are available, the services are provided "As is". Subject to applicable consumer protection laws, diginuPay makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) in this regard. Subject to applicable consumer protection laws, diginuPay does not warrant that the services will -
 - 14.1.1. Meet your requirements or expectations;
 - 14.1.2. Be uninterrupted, timely, secure or error free;
 - 14.1.3. Meet any particular measure of accuracy, completeness or reliability, performance or quality; or
 - 14.1.4. Be free of viruses or any other data or code which has the ability to corrupt or adversely affect the operation of your computer, data or network.
- 14.2. diginuPay does not guarantee the quality, suitability, safety or ability of third party providers. You agree that the entire risk arising out of your use of the services, and any service or goods requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.
- 14.3. diginuPay shall not be liable for indirect, incidental, special or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services, even if diginuPay has been advised of the possibility of such damages. diginuPay shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the services or your inability to access or use the services; or (ii) any transaction or relationship between you and any third party provider, even if diginuPay has been advised of the possibility of such damages. diginuPay shall not be liable for delay or failure in performance resulting from causes beyond diginuPay's reasonable control. In no event shall diginuPay's total liability to you in connection with the services for all damages, losses and causes of action exceed R1,000 (one thousand rands).
- 14.4. The limitations and disclaimer in this clause do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

15. INDEMNITY

- 15.1. You indemnify and hold diginuPay and its directors, employees and agents harmless from and against any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the services or services or goods obtained through your use of the services; (ii) your breach or violation of any of these terms; (iii) diginuPay's use of your user content; or (iv) your violation of the rights of any third party, including third party providers.

16. FORCE MAJEURE

- 16.1. diginuPay shall not be deemed in default or otherwise liable for any delay in or failure to provide the Services by reason of any act of State, fire, natural disaster, accident, act of government, shortage of materials or supplies, failure of transportation, internet or communication facilities or any other cause to the extent it is beyond the reasonable control of diginuPay.

17. GENERAL

- 17.1. diginuPay may assume that all electronic communications and uploads which reasonably appears to originate from a User are in fact from the User and that the User was authorised to upload the same.
 - 17.2. diginuPay may send alerts, notifications and other communications to the User by way of SMS, email, Push Notifications or other electronic delivery mechanisms and the User consents to receive communications from diginuPay in any such manner.
 - 17.3. diginuPay may send electronic alerts to the cellular number or email address which the User has provided to diginuPay.
 - 17.4. Publication of these terms and conditions on www.diginu.com/diginupaytc will be deemed valid and enforced on –
 - 17.4.1. the date of publication and the content of the Terms and any amended Terms;
 - 17.4.2. the date of publication and the content of earlier versions of the Terms; and
 - 17.4.3. the date and content of any communication and notifications sent in terms of the Terms.
 - 17.5. The User's obligations under these Terms may not be assigned. diginuPay may however cede and assign its rights under these Terms.
 - 17.6. diginuPay does not waive its rights by delaying or failing to exercise them at any time.
 - 17.7. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency the validity or enforceability of any other provision of these Terms shall not be affected. These Terms will be governed by the laws of the Republic of South Africa.
 - 17.8. No class action, or other representative action, joinder or consolidation of any claim with a claim of another person or class of claimants will be allowed.
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