

EVOUCHER.MOBI CLIENT STANDARD TERMS AND CONDITION OF USAGE

These standard terms and conditions may be amended or replaced by Touchstone Enterprise Services (Pty) Ltd ("Touchstone") from time to time by publishing the details thereof on Touchstone's eVoucher.mobi website under the eVoucher.mobi menu option.

1. THE AGREEMENT

These standard terms and conditions ("Agreement") are the contract between you (herein referred to as the "eVoucher.mobi Client", "Client", "you" or "your") and Touchstone, the owner of the eVoucher.mobi Service (herein referred to as "Service"), acting in conjunction with its service provider/s, and its affiliates, directors, officers, employees, agents and contractors (collectively herein referred to as "Touchstone", "we" or "our"). This Agreement is applicable to your use of the eVoucher.mobi Wallet (herein referred to as "Wallet") operated by Touchstone and in using the Touchstone eVoucher.mobi Service according to the permitted activities set out in this Agreement. This Agreement affects your rights and you should read it carefully and make sure that you have acquainted yourself with its contents. We encourage you to print the Agreement or copy it to your secure storage facility for your future reference. By using the eVoucher.mobi Service you will be deemed to have agreed with the terms and conditions contained in this Agreement. These terms and conditions might be updated or amended from time to time by publishing the details thereof on Touchstone's eVoucher.mobi website. Your further use of the Service following the change will be deemed to be your consent to the changed conditions. For more information about how the Service and the support thereof works, you are encouraged to read the information made available on Touchstone's eVoucher.mobi website and acquaint yourself with the relevant information. This Agreement will be deemed to apply as between you and Touchstone on the basis set out below.

2. BECOMING AN EVOUCHER.MOBI CLIENT

- a. You may become an eVoucher.mobi Client and acquire an eVoucher.mobi Wallet at no cost to you with no obligation to use the eVoucher.mobi Service by;
 - i. Transferring funds via an Electronic Funds Transfer ("EFT") from any bank to the Touchstone eVoucher.mobi bank account, made available specifically for the eVoucher.mobi Service. The details of the Touchstone eVoucher.mobi bank account is as follows:
 - Bank: ABSA Bank Limited
 - Account Number: 4089070713
 - Branch Code: 632005
 - Reference: eVoucher.mobi Client ten (10) digit cell number only [e.g. 0608387068],
 - ii. purchasing Vouchers on the eVoucher.mobi website, or
 - iii. receiving a Voucher or Vouchers from a third party.
- b. You may be required by Touchstone to provide certain Know Your Client ("KYC") information to facilitate the opening of your eVoucher.mobi Wallet.
- c. Once you have become an eVoucher.mobi Client, you will receive a welcome message on your mobile device with your eVoucher.mobi Wallet password and a hyperlink to the eVoucher.mobi website, namely trade.eVoucher.mobi and the USSD code *120*7687# to access and use your Wallet and the Service.
- d. By completing the above process, you will be able to purchase merchant specific electronic vouchers using the Service and use the Service for as long as you have sufficient funds in your Wallet.
- e. The eVoucher.mobi Service is a payment service, and no partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

3. HOW TO ACCESS THE EVOUCHER.MOBI SERVICE

- a. You can access the Service by way of the website link "trade.eVoucher.mobi". Log on to the website by entering your cell number and your Wallet password, or
- b. You can access the Service by way of USSD by dialling the short code *120*7687# on your cell phone and entering your Wallet password.

4. LOADING YOUR WALLET

- a. You can load value of not less than R100 (one hundred rand), onto your Wallet by way of an EFT from any bank account to the Touchstone eVoucher.mobi bank account using the required Touchstone eVoucher.mobi bank account details, including your ten (10) digit cell number as a reference.
- b. Once the EFT funds correctly reflect in the Touchstone eVoucher.mobi bank account, with your cell number as reference, it will automatically be reflected in your Wallet as an eVoucher.mobi Voucher and you may use the Service. You may receive confirmation of the loading, but the responsibility rests with you to verify the balance and arrival of the funds into your Wallet.

- c. The funds will reflect in your Wallet in the form of an eVoucher.mobi electronic voucher (“Voucher”), which may be redeemed only at participating eVoucher.mobi Merchants (herein referred to as “Merchant”). A list of these Merchants can be found on the eVoucher.mobi website.
- d. You can purchase merchant specific Vouchers from your Wallet as mentioned by accessing the Service using either of the processes as mentioned in clause 3 above, or by purchasing specific Vouchers on the eVoucher.mobi website.
- e. You can also receive a Voucher or Vouchers from a third party.

5. LOYALTY BENEFITS

- a. When you spend at participating Merchants using the eVoucher.mobi Service, you may automatically receive loyalty benefits from these Merchants on the basis agreed between Touchstone and the Merchant, for your benefit. These loyalty benefits will be made available to eVoucher.mobi Clients in the form of a Merchant specific loyalty Voucher (“Loyalty Voucher”) which is redeemable only at the Merchant which issued it, or another merchant agreed to by the Merchant who issued the Loyalty Voucher.
- b. Loyalty Vouchers can be issued to Clients on the basis of a percentage of spend using a Voucher at a Merchant or a fixed value. Details of current Loyalty Vouchers are available on the eVoucher.mobi website and will be updated from time to time on the eVoucher.mobi website and other media.

6. WITHDRAWALS

- a. No cash withdrawals or cash refunds are permitted from your Wallet.
- b. Any value left on a Voucher following a partial redemption at a Merchant, will be returned to your Wallet in the form of a new Voucher which will be of the same type as the partial Voucher initially redeemed.

7. SPENDING

- a. You may spend from your Wallet by using or redeeming a Voucher, by you providing the Voucher number verbally to the cashier of a Merchant or physically by capturing the Voucher number onto a Merchant’s sales system or entering the Merchant’s QP Code into your phone via USSD if the Merchant uses eVoucher.mobi via USSD, in return for the supply of goods or services by the Merchant.
- b. The transaction for the provision of the goods or services is contracted between you and the Merchant and no liability accrues to Touchstone in respect of that transaction.
- c. You can only redeem the value of the Vouchers contained in your Wallet using the Service. The eVoucher.mobi Service does NOT include the provision of credit facilities and if you attempt to utilise more than the value available in your Wallet, the attempted transaction will be refused.

8. TRANSFERRING VOUCHERS

- a. You may transfer purchased Vouchers from your Wallet to another Client by accessing the eVoucher.mobi Service using either of the processes as described in clause 3.a. The transfer of Vouchers process is more fully described in the eVoucher.mobi website.

9. BALANCES AND TRANSACTION STATEMENTS

- a. You may access your eVoucher.mobi Wallet Voucher balance and transactional statement by accessing the Service using either of the processes as described in clause 3. The process is more fully described in the eVoucher.mobi website.
- b. Transactional information will include details for each transaction processed on your Wallet, which includes all Voucher purchases, transfers, refunds and redemptions of eVoucher.mobi Vouchers.

10. REFUND

- a. An eVoucher.mobi Client may receive a refund for the goods or services returned to a Merchant by way of receiving a Voucher refund, in part or in full of the transaction value from the Merchant, provided that the reversal is on instruction from the Merchant only. Such reversal resulting from goods or services returned to a Merchant having received a Merchant specific Voucher will be in the form of the same Voucher type.

11. EVOUCHER.MOBI SERVICE PROVISIONING

- a. The eVoucher.mobi Service operates using either a Mobile Network Operator or an Internet Service Provider’s service (the “Carrier”), which services are provided to you, the user of a mobile device in conjunction with a mobile number. This mobile number is registered with the Service. This Agreement and the use of the Services does not modify or replace the terms of any agreement applicable between you and your Carrier. By using the Service you warrant that you are authorised to use the Carrier services to access the Service and acknowledge that the Carrier service charges incurred are for your own account when accessing

the Service. You hereby indemnify Touchstone against any claim for any unauthorised use of Carrier services accessed by you. The Carrier related charges, if any, involved in utilising the Service are governed by the terms of your Carrier agreement. You are liable to pay the Carrier charges for the use of your mobile device in utilising the Service.

- b. Touchstone bears no responsibility or liability for Carrier failure, uncompleted transactions as a result of Carrier disruption or delay, or the unavailability of the Carrier service, which is a prerequisite for the Service, at any time.
- c. It is your duty to ensure that your mobile device is compatible with the delivery, recovery and use of the eVoucher.mobi Service.

12. EVOUCHER.MOBI CLIENT INFORMATION

- a. You agree to provide true, accurate and complete information to utilise the Service and to maintain and promptly update your information as applicable or when requested by Touchstone or its appointed agents to do so. You agree not to impersonate any other person or use a name that you are not authorised to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Touchstone has the right to terminate your use of the Service and Touchstone, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the untrue, inaccurate, not current or incomplete information. You authorise Touchstone, directly or through third parties, to make any inquiries we consider necessary to validate your registration details.
- b. Subject to express authority from you, the eVoucher.mobi Client, Touchstone undertakes and confirms that it will comply with all applicable laws regarding privacy in the provision of the Service.

13. PROHIBITED TRANSACTIONS

You agree that you will not use the Service to accept or make payment for illegal products, services or materials that infringe the intellectual property rights of third parties. You will not use the Service, the eVoucher.mobi website or any service offered by Touchstone therein for any unlawful or fraudulent activity in any territory. If Touchstone has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the eVoucher.mobi Service may be suspended or terminated. You will co-operate fully with Touchstone to investigate any suspected unlawful, fraudulent or improper activity.

14. PASSWORDS

You may not reveal your eVoucher.mobi Wallet password to anyone else. Touchstone is not liable for any losses incurred by you as the result of their misuse of passwords, including but not limited to losses suffered as a result of the password being obtained by third parties. The correct use and protection of a password is your responsibility.

15. MISUSE

If you use, or attempt to use the Service for any purpose other than those provided for in this Agreement, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your Wallet will be terminated and you will be subject to damages claims and other penalties, including criminal prosecution where applicable.

16. INDEMNIFICATION

You agree to indemnify and hold Touchstone, its affiliates, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the eVoucher.mobi Service.

17. CHOICE OF LAW

This Agreement is governed by and interpreted under the laws of the Republic of South Africa.

18. TRADEMARKS

Touchstone and all eVoucher.mobi related logos, products and the eVoucher.mobi Service described in this Agreement and contained in any Touchstone or eVoucher.mobi website or those of affiliated or related parties are either trademarks or registered trademarks of Touchstone, or its affiliates, licensors or related parties, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Touchstone. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks, and/or trade dress of Touchstone may not be copied, imitated, or used, in whole or in part, without the prior written permission of Touchstone. These logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to Touchstone or the Service.

19. UNCLAIMED FUNDS

Touchstone will deal with unclaimed funds of an eVoucher.mobi Client in terms of the regulatory requirements of the Republic of South Africa.

20. MISCELLANEOUS DISCLAIMERS

- a. Any verification of eVoucher.mobi Client is only an indication of increased likelihood that a Client's identity is correct. Touchstone shall not be responsible for any fraud, deception or misrepresentations by a Client, whether or not the Client is verified.
- b. Touchstone will not carry any liability in connection with any unauthorised interception or use of data relating to you or the Service; any inability by you to use or access the Service for any reason; any actions or transactions by an individual that uses your user name and password with or without your consent or any cause over which Touchstone does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or eVoucher.mobi Service internet service providers.

21. LIMITATION OF LIABILITY AND LIMITATIONS OF DAMAGES

- a. In no event shall Touchstone be liable for any damages caused or any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to your use of or inability to use the Service, even if Touchstone has been advised of the possibility of such damages.
- b. In no event shall Touchstone be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software for eVoucher.mobi Services) or any circumstances beyond its control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or any other utility for Touchstone Services).

22. SECURITY FEATURES

Touchstone will use its best endeavours to ensure the security of its platform and its transmission of data. However, Touchstone does not guarantee that data transmitted is always secure and/or will not be intercepted by third parties.

23. ASSIGNMENT

This Agreement may be assigned by Touchstone but not by the eVoucher.mobi Client.

24. KYC RULES

Touchstone may be legally obliged to conform to prevailing legislation for the prevention of money laundering and accountability for the origins of funds in accordance with current global banking practices. In this regard, Touchstone may be obliged to collect and maintain records of eVoucher.mobi Clients and to request you to provide specific information in this regard. You must provide complete information when requested to do so failing which you shall be precluded from using the Service.

25. PRUDENTIAL LIMITS

Touchstone may be required by regulatory requirements to place limits on the value of the Service in which case you will be restricted to operate within those limits.