

## **EVOUCHER.MOBI DISBURSEMENT TERMS AND CONDITIONS**

TOUCHSTONE ENTERPRISE SERVICES (PTY) LTD has the rights to and holds software known as eVoucher.mobi which is a voucher distribution and cashless payment solution developed using Celbux software. eVoucher.mobi enables individuals and businesses to load funds, disburse funds or Vouchers, transfer funds or Vouchers and spend at registered merchants.

And whereas you the Funder intends to utilise the eVoucher.mobi Service to disburse Vouchers to individuals and businesses (herein referred to as "Users" of the eVoucher.mobi Service), allowing the Users to transfer funds to other users or spend at registered eVoucher.mobi merchants.

As a user of the Service for funding purposes, you agree as follows:

### **1. THE AGREEMENT**

These terms and conditions ("Agreement") are the contract between you, the Funder (herein also referred to as "you" or "your") and Touchstone, the owner of the eVoucher.mobi Service (herein referred to as the "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") and who are collectively referred to as "the Parties". This Agreement is applicable to your use of the Service and in using the eVoucher.mobi Service according to the permitted activities set out in this Agreement.

### **2. BECOMING AN EVOUCHER.MOBI FUNDER**

- a. You become an eVoucher.mobi Funder and acquire an eVoucher.mobi Account (herein referred to as "Account") at no cost to you with no obligation to make use of the Service by:
  - i. Completing the Funder Application Form. As part of the application, you may be required by Touchstone to provide certain Know Your Client ("KYC") information to facilitate the opening of your Account, and
  - ii. Submitting the Funder Application Form to Touchstone for review and approval.
- b. Touchstone will review and may approve your application to become an eVoucher.mobi Funder. Upon approval, Touchstone will set-up and configure your Funder Account.
- c. By completing the above process, you will be able to manually transact using the Service by loading funds, disbursing or transferring Vouchers to Users.
- d. This 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 <https://trade.eVoucher.mobi/>. Log on to the website by entering your registered username and relevant Account password provided at registration, or
- b. You may access the Service by logging on through your operational system, if you have integrated into the eVoucher.mobi Service.

### **4. EVOUCHER.MOBI SERVICE PROVISIONING**

- a. The Service operates using either a Mobile Network Operator or an Internet Service Provider's service (the "Carrier"), which services are provided to you and the eVoucher.mobi User through a separate contractual relationship. This Agreement and the use of the Services do not modify or replace the terms of any agreement applicable between you and your Carrier. By using the Service, you acknowledge that the Carrier service charges incurred are for your own account when accessing 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 eVoucher.mobi Service, at any time.
- c. It is your duty to ensure that your operational system, transactional system, computer or mobile device is compatible with the delivery, recovery and use of the Service.

### **5. VOUCHER DISBURSEMENT**

- a. You must fund your eVoucher.mobi Account by electronic fund transfer ("EFT") prior to the disbursement of funds or a voucher to any User. Funding your Account by cash carries a cost of 3% (three percent) of the value funded.
- b. You can utilise available funds in your eVoucher.mobi Account to disburse funds or Vouchers to Users. The value of the disbursement will, at the time of the disbursement, be transferred from your Account to the User's account. Inadequate funds in your account will result in transaction failure.

## **6. OBLIGATIONS OF THE PARTIES**

- a. You acknowledge that the procurement, promotion, supply of goods and services, including voucher disbursement, are subject to relevant South African legislation, most specifically the Consumer Protection Act, Act 68 Of 2008 (the "Act") and you undertake and warrant that you will comply with relevant legislation and the provisions of the Act in relation to the promotion and supply of goods and services, including voucher distribution.
- b. You are obliged to take all reasonable measures to detect and prevent any abuse or circumvention of the terms of this Agreement and generally the use of the Service other than in the manner intended.
- c. You will notify Touchstone in writing immediately if you become aware of any suspected abuse or circumvention as contemplated in this Agreement.
- d. All transactions concluded between Users and you must be conducted lawfully and on an arm's length basis. Under no circumstances must you allow any fraudulent transaction or any form of corrupt practices to occur in relation to transactions concluded between you and Users.

## **7. PAYMENT, COMMISSION AND CHARGES**

Using the Service for fund or Voucher disbursement attracts no charge.

## **8. BALANCES AND TRANSACTION STATEMENTS**

- a. You may access your Account balance and transactional statement by accessing the Service as described in clause 3.
- b. Transactional information will include details for each transaction processed on your Account, which includes funds loaded and all Vouchers distributed.

## **9. SUPPORT**

- a. You will have access to the entire suite of Touchstone support, which includes, but is not limited to:
  - i. Bulk voucher distribution,
  - ii. Standard reports,
  - iii. Reconciliations, and
  - iv. Balance and statement enquiries.
- b. You will be supported by the Touchstone customer support services, which you may contact via [support@evoucher.mobi](mailto:support@evoucher.mobi)

## **10. PRIVACY**

Touchstone undertakes to comply with all applicable laws regarding privacy and cyber security in the provision of the eVoucher.mobi Service.

## **11. EVOUCHER.MOBI FUNDER INFORMATION**

- a. You agree to provide true, accurate and complete information in order to utilise the Service and to maintain and promptly update your information as applicable. You agree not to impersonate any other person or company or to use a name that you are not authorised to use. If any information provided 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 any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information, from you.
- b. You authorise Touchstone, directly or through third parties, to make any inquiries we consider necessary to validate your application details.

## **12. PROHIBITED TRANSACTIONS**

You agree that you will not use the Service to pay for illegal products or services. You will not use the Service, the eVoucher.mobi website or any of the services offered therein for any unlawful or fraudulent activity. 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, access to the Service may be suspended or terminated. You undertake to cooperate fully with Touchstone to investigate any suspected unlawful, fraudulent or improper activity.

## **13. PASSWORDS**

You may not reveal your Account password to any unauthorised people. Touchstone is not responsible for losses incurred by you as a result of your misuse of your password, including but not limited to incorrect password insertion when required or losses suffered as a result of the password being obtained (whether legally or illegally) by third parties. The correct use and protection of a password is your responsibility.

#### **14. MISUSE**

If you use, or attempt to use the Service for purposes 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 account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

#### **15. INDEMNIFICATION**

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

#### **16. CHOICE OF LAW**

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

#### **17. TRADEMARKS**

Touchstone and the eVoucher.mobi related logos, its products and the eVoucher.mobi Services described in this Agreement and contained in any Touchstone or eVoucher.mobi authorised website or those of affiliated or related parties, with specific reference to Celbux, 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 and 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 could be disparaging to Touchstone or the eVoucher.mobi Service.

#### **18. UNCLAIMED FUNDS**

Touchstone will deal with unclaimed funds of an eVoucher.mobi User and or Funder in terms of the regulatory requirements of the Republic of South Africa.

#### **19. MISCELLANEOUS DISCLAIMERS**

- a. Any verification of a Funder is only an indication of the increased likelihood that the Funder's identity is correct. Touchstone shall not be responsible for any fraud, deception or misrepresentations by a Funder, whether or not the Funder's details have been verified.
- b. Touchstone will not have any liability in connection with any unauthorised interception or use of data relating to you or the eVoucher.mobi Service; any inability by you to use or access the Service for any reason; any actions or transactions by an individual who uses your username 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 Internet service providers.

#### **20. LIMITATION 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 the Touchstone Service).

#### **21. EXCLUSION OF LIABILITY AND INDEMNITY**

- a. You will be liable for and hereby indemnify Touchstone against all loss, liability, damage or expense of whatever nature which Touchstone may suffer (including, but not limited to, any claims by Users or any third party) as a result of your failure to perform any of your obligations in terms of this Agreement including, without limitation, any loss or damage caused by or arising from:

- i. any failure by you to comply with the provisions of the sale or supply transactions concluded with a User;
  - ii. the acts or omissions of your agents, representatives and/or sub-contractors;
  - iii. any breach by you of any of the warranties given by or obligations imposed on you in terms of this Agreement, save, in each case, to the extent that such loss or damage was caused by or arose from the negligence or wilful misconduct of Touchstone.
- b. The indemnities provided by you in terms of this clause includes all costs and damages that may be suffered by Touchstone, including all legal costs (on an attorney and own client scale) that may be incurred by Touchstone in order to defend any claims and/or to engage in litigation.

## **22. BREACH AND TERMINATION**

If you commit any breach of the provisions of this Agreement and clauses 11 to 14 (both inclusive), 17, 19 and 24 which breach will be considered a material breach, Touchstone will be entitled to immediately terminate this Agreement, without prejudice to its rights to claim damages or any other remedy to which it may be entitled in law. In the event of such termination, funds held on behalf of you, will be returned within 14 (fourteen) days.

## **23. 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.

## **24. ASSIGNMENT**

This Agreement may be assigned by either Party, giving the other 30 (thirty) days' notice in writing.

## **25. 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 the records of your application 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.

## **26. PRUDENTIAL LIMITS**

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