TERMS AND CONDITIONS OF USE

Last Updated: 10 November 2023

Please read these Terms and Conditions of Use (the "**Terms**") carefully. These Terms govern and apply to your (the "**you**", "**your**", or "**user**") access and use of the software as a service solution offered by Qwili Proprietary Limited (Registration No. 2020/249724/07) ("**Qwili**", "**we**", "**us**", or "**our**") including, but not limited to, https://qwili.africa (the "**Website**"), and/or any applications or software we may provide from time to time (the **"Qwili App**", and together with the Website, the "**Platform**").

By navigating and interacting with the Website, registering as a Merchant, purchasing Products via the Platform, or otherwise accepting these Terms electronically, you acknowledge that you have read and agree to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE NAVIGATING THE WEBSITE OR PURCHASING PRODUCTS VIA THE PLATFORM. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THIS WEBSITE OR THE PLATFORM.

1. DEFINITIONS

1.1 "**Commission**" means a percentage of the Purchase Price or a fixed amount denominated in South African Rand that a Merchant may earn upon a Sale of a qualifying Product. Please refer to the commissions section in the application for the current commission schedule (the "Commission Schedule").

1.2 "**Customer**" means a user who purchases any Product through a Merchant via the Qwili App from a Third-Party Seller.

1.3 "**Intellectual Property**" means industrial and intellectual property, whether protected by common law or under statute, including (without limitation) copyright and neighbouring rights, all rights in relation to inventions (including registered patents and the benefit of any applications for a patent), registered and unregistered trademarks, registered and unregistered designs including drawings, layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world.

1.4 "**Merchant**" means a registered user of the Qwili App who offers for sale or sells Products on behalf of a Third-Party Seller via the Qwili App.

1.5 "**Merchant Number**" means the number we have issued to a Merchant that is used to identify a user as a Merchant on the Platform.

1.6 "**Nominated Bank Account**" means the bank account that the Merchant provided to Qwili during the Account registration process.

1.7 "**POPIA**" means the Protection of Personal Information Act (Act 4 of 2013).

1.8 "**Privacy Notice**" means Qwili's privacy notice, available at https://qwili.africa/privacy-policy ;

1.9 "**Product**" means a physical or digital product or service available for sale on the Qwili App.

1.10 "**Purchase Price**" means the price payable in respect of a Product sold on the Qwili App.

1.11 "**Pula Device**" means a Qwili Pula android smartphone capable of accepting debit and credit card payments from a Customer.

1.12 "**Services**" means the Platform provided to you by Qwili, including the Qwili App used by Merchants to sell Products to Customers.

1.13 "**Third-Party Seller**" means any person, whether natural or juristic, that has partnered with Qwili to sell Products on the Qwili App.

1.14 "**VAT**" means value-added tax.

1.15 "**Wallet**" means a digital account specific to a Merchant, allowing for the electronic storage of funds, denominated in South African Rand.

2. INTRODUCTION

2.1 The Qwili App allows Merchants to facilitate the sale of Products to Customers in exchange for Commission.

2.2 A Merchant is required to load money into the Merchant's Wallet via bank card, electronic funds transfer or cash deposit.

2.3 When a Merchant sells a Product to a Customer, the Purchase Price is deducted from the Merchant's Wallet. To repay the Merchant, the Customer provides the Merchant with cash in an amount equivalent to the Purchase Price, which the Merchant can use the load additional funds into the Wallet.

2.4 If the Merchant is in possession of a Pula Device, the Customer can pay the Purchase Price using a debit or credit card, in which case the Purchase Price will not be deducted from the Merchant's Wallet.

3. IMPORTANT NOTICE

3.1 These Terms apply to users who may be consumers for purposes of the Consumer Protection Act (Act 68 of 2008) (the "**CPA**").

3.2 Your attention is drawn to these Terms because they are important and should be carefully noted.

3.3 Nothing in these Terms is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, created for either you or Qwili in terms of the CPA.

4. REGISTRATION

4.1 Only registered Merchants may sell Products via the Qwili App.

4.2 To register as a Merchant, you must provide a unique username and password and certain information and personal details to Qwili. You will need to use your unique username and password to access the Qwili App. In this regard, you undertake to provide us with accurate information and to keep this information updated and accurate at all times. Upon completion of the registration and subscription process, you will be issued an account ("**Account**").

4.3 You agree and warrant that your username and password shall be used for your use only and not be disclosed by you to any third party.

4.4 You hereby confirm and agree that your use of the Qwili App and your Account is created by you personally in order to receive the Services for your own personal use only, and you shall not use the Qwili App and your Account for and/or on behalf of any other person.

4.5 For security purposes, you must enter the correct username and password whenever you wish to access your Account on the Qwili App, failing which you will be denied access.

4.6 You agree that once the correct username and password relating to your Account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of Products sold, such as the deduction of the Purchase Price from your Wallet.

4.7 You agree to notify Qwili immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

5. USE OF THE QWILI APP

5.1 Merchants may use the Qwili App solely for the following purposes:

5.1.1 facilitating the sale of Products to Customers;

5.1.2 communicating with Qwili regarding the Merchant's account; and

5.1.3 accepting payment from a Customer in respect of Products sold.

5.2 Customers may use the Qwili App solely for the purpose of purchasing Products through a Merchant via the Qwili App.

6. DESCRIPTION OF THE PURCHASE AND SALE PROCESS

6.1 Qwili lists Products on the Platform on behalf of Third-Party Sellers.

6.2 Once a Customer finds a Product of interest, the Customer may purchase the Product via the Qwili App, as facilitated by the Merchant.

6.3 The Customer must make full payment towards the Purchase Price through one of the following payment methods:

6.3.1 cash;

6.3.2 electronic funds transfer;

6.3.3 debit or credit card; or

6.3.4 any other payment method that Qwili may provide from time to time.

6.4 If the Customer makes payment via cash or EFT:

6.4.1 the Purchase Price will be deducted from the Merchant's Wallet;

6.4.2 the Merchant is solely responsible for obtaining repayment in an amount equal to the Purchase Price from the Customer;

6.4.3 the Merchant can elect to receive such repayment in cash from the Customer or via electronic funds transfer to the Merchant's elected bank account; and

6.4.4 in the event that the Merchant elects to receive a repayment via electronic funds transfer from the Customer, the Merchant is solely responsible for providing accurate and complete banking details to the Customer.

6.5 If the Customer makes payment via debit or credit card, the Merchant must use a Pula Pay device to facilitate payment.

Float Provision and Inactivity

6.6 Qwili may provide a float ("Startup Capital") to the Merchant as initial working capital to facilitate transactions on the Qwili App/platform. The Startup Capital is intended to promote active transactions and is not a grant or a permanent deposit into the Merchant's wallet. A Merchant is considered "inactive" if they have not made any transactions using the Qwili

platform for 30 consecutive days.

Clawback Conditions

6.7 In the event of User inactivity as defined above, Qwili reserves the right to claw back all or part of the Startup Capital from the inactive Merchant's wallet. The clawback may be executed at any time after the Merchant has become inactive, and at the sole discretion of Qwili.

Reinstatement of Float

6.8 Merchants may provide Qwili with a written motivation for reinstatement of the Float within 7 days of the clawback, for Qwili's consideration. Any request later than the 7-day period, will not be considered. Reinstatement will however remain within Qwili's sole discretion.

Finality of Clawback

6.9 Upon successful clawback of the Startup Capital, the Merchant shall have no further claim to such funds, and Qwili is under no obligation to re-issue or re-disburse said funds to the Merchant at any future time.

7. CONCLUSION OF SALES

7.1 Customers users may place orders for Products at a Merchant, which the Merchant will facilitate via the Qwili App. Qwili or a Third-Party Seller may accept or reject. Whether or not Qwili or the Third-Party Seller accepts an order depends on the availability of Products, correctness of the information relating to the Product (including without limitation the price) and receipt of payment or payment authorisation by Qwili for the Products.

7.2 Qwili or the Third-Party Seller will indicate the acceptance of your order by delivering the Products (including electronic delivery) to you or allowing you to collect them, and only at that point will an agreement of sale between you and Qwili or the Third-Party Seller come into effect (the "**Sale**"). This is regardless of any communication from Qwili stating that your order or payment has been confirmed. Qwili will indicate the rejection of your order (by Qwili itself or the Third-Party Seller) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

7.3 Prior to delivery or your collection of the Products, you may cancel an order at any time, provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Products, you may return the Products only in accordance with Section 15.

7.4 You acknowledge that stock of all Products on offer is limited and that pricing may change at any time without notice to you. In the case of Products for sale by Qwili, Qwili will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, the offers thereof are discontinued on the Platform. However, we cannot guarantee the availability of stock.

7.5 In the case of Products for sale by a Third-Party Seller, Qwili relies on inventory information supplied by the relevant Third-Party Seller, and Qwili accordingly bears no liability for any inaccuracies in the information supplied to it. Consequently, should you order any Products from a Third-Party Seller which are in fact sold-out, any resulting dispute should be resolved between you and the relevant Third-Party Seller, your respective rights and obligations being as set out in these Terms.

7.6 DELIVERY OF GOODS

7.7 Qwili or the Third-Party Seller will deliver Products to you via:

7.7.1 electronic delivery, in the event that you purchase a digital Product including vouchers (e.g., airtime or prepaid utilities) or tickets;

7.7.2 via self-collection, at the collection point you nominated when finalising your purchase with the Merchant.

7.8 Where we accept your order, Qwili or the Third-Party Seller will deliver the Products to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("**Delivery Period**"). We will notify you if we are unable to deliver the Products during the Delivery Period. You may then, within 7 (seven) days of receiving such notification, elect whether or not to cancel your order for the Products. If you elect to cancel your order, we will reimburse you for the Purchase Price.

8. ERRORS

8.1 We shall take all reasonable efforts to accurately reflect the description, availability, Purchase Price and delivery charges (if applicable) of Products on the Qwili App. However, should there be any errors of whatsoever nature on the Qwili App (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save, in the case of any incorrect Purchase Price, to the extent of refunding you for any amount already paid, or otherwise as set out in Section 15 of these Terms.

8.2 Qwili shall not be bound by any incorrect information regarding our Products displayed on any third party website.

9. THIRD-PARTY SELLER

9.1 Some Products offered via the Qwili App are offered for sale by our Third-Party Sellers. In such cases, Qwili only provides the Platform to facilitate transactions between the Third-Party Seller and the Customer. Qwili is neither the buyer nor the seller of these Products unless otherwise specified.

9.2 The Sale formed on acceptance of your order for Products that are for sale by a Third-Party Seller is, therefore, solely between the Customer and such Third-Party Seller. Qwili is not a party to that sale.

9.3 The Third-Party Seller is solely responsible for the fulfilment of the delivery of the Product. The Third-Party Seller is also responsible for providing an invoice to the Customer if required.

9.4 Not all Third-Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third-Party Sellers who are registered VAT vendors may charge VAT on Products sold and issue a tax invoice in respect thereof. If a Third-Party Seller is not a registered VAT Vendor, it may not charge VAT on Products sold and will not be in a position to issue a tax invoice in respect thereof.

9.5 Because Qwili wants each Customer to have a safe and consistent experience, Qwili will handle any returns under the CPA or the Electronic Communications and Transactions Act (Act 25 of 2002) (the "**ECTA**"), by the Customer arising out of or in connection with the Sale between a Customer and a Third-Party Seller on behalf of the Third-Party Seller according to Section 15 below. Should such a claim escalate into a dispute, although Qwili is entitled to become involved in an attempt to resolve it, Qwili is not obliged to do so and any disputes must be resolved between you and the relevant Third-Party Seller alone.

9.6 Please note that a Third-Party Seller may impose its own terms and conditions in relation to a Product. In this event, such terms and conditions will apply in addition to these Terms.

10. MERCHANT OBLIGATIONS

10.1 The Merchant undertakes and agrees to comply with these Terms and to act at all times in accordance with the Rules.

10.2 By using the Qwili App, you undertake and agree to the following:

10.2.1 abide by the Purchase Price set by Qwili and refrain from amending such Purchase Price or charging a Customer an amount in excess of the Purchase Price;

10.2.2 not violate anti-money laundering laws;

10.2.3 to provide us with complete, accurate and not misleading information and documentation

that may be requested from time to time;

10.2.4 to provide us with the reasonable and necessary support to enable us to perform our obligations under these Terms;

10.2.5 not to state, imply or create the impression that we endorse or guarantee any of the Products sold by a Third-Party Seller; and

10.2.6 immediately advise us of a change to your Nominated Bank Account details. When making the report, you must include your Merchant Number, your full name and your identity number. You agree that from the time we acknowledge that we have received a notice of change to your Nominated Bank Account from you, it will take approximately 3 business days for that change to become effective.

11. QWILI PULA DEVICE

11.1 The Pula Device has a module that enables you to accept 'Tap to Pay' contactless chip card payments ("**Tap to Pay**") directly on your Pula Device.

11.2 You may accept payment from a Customer by using the Tap to Pay feature solely with contactless payment Visa and Mastercard cards and in accordance with the Terms.

11.3 In order to use Tap to Pay feature, you require a compatible Pula Device and an internet connection, the cost of which you will be responsible for.

11.4 You must keep your Pula Device, PIN number, password and other online login credentials (if applicable) confidential at all times and secure against unauthorised use by third parties.

11.5 Access to the Tap to Pay feature may be suspended or limited at our reasonable discretion due to maintenance services, the applicable law, or a request from a bank or card provider, such as Visa and Mastercard.

11.6 You may not use a Pula Device if the Pula Device has, or you suspect that the Pula Device has been rooted (rooting is the process of changing the operating system in a way that allows known root access over various Android subsystems, often performed with the goal of overcoming limitations that carriers and hardware manufacturers put on some devices for security purposes). A rooted Pula Device will seriously compromise security.

11.7 You may not use a Pula Device if you have any security concerns in regard to your Pula Device. You must not in any way tamper with your Pula Device and its software or attempt to run software not downloaded from the Google Play Store.

11.8 We may at any time update or modify the Tap to Pay related software on your Pula Device with immediate effect without prior notification. You must install all updates to the Pula Device within 1 (one) day of the update being made available. You may only update the Qwili App from the Google Play store.

11.9 You must allow a Customer to discretely enter a PIN when prompted to do so.

12. AIRTIME

12.1 Purchase of airtime allows Customers to purchase an amount of time that someone can use on their mobile phone to contact a third party.

12.2 A Merchant acts as an agent when selling airtime on behalf of the Third-Party Seller and is therefore bound by the terms and conditions set forth by the Third-Party Seller.

12.3 Qwili will not be held liable for any losses caused due to any failure, defect or malfunction, or delay caused by the network operators or the cellular phone handset of the Customer.

12.4 It is the Customer's responsibility to ensure that the correct cellular network operator and product value of airtime are selected.

12.5 Prepaid airtime transactions shall not be reversed or refunded once successfully processed, and an airtime voucher or reference number is issued.

13. PREPAID UTILITIES

13.1 Prepaid utilities allow Customers to purchase water, gas and electricity vouchers that are directly linked to a pre-paid meter.

13.2 A Merchant acts as an agent when selling prepaid utilities on behalf of the Third-Party Seller and are therefore bound by the terms and conditions set forth by the Third-Party Seller.

13.3 The meter number and associated address must be verified by the Customer as correct prior to the Sale.

13.4 Should the Customer be in arrears with his/her municipal account, any payment submitted to purchase prepaid utilities may be set off against the arrears amount until the arrears are paid in full.

13.5 Only once the arrears have been paid in full will the municipality issue a token for the prepaid service.

13.6 Prepaid utility transactions shall not be reversed or refunded once successfully processed and a prepaid utility voucher is issued.

13.7 The relevant Third-Party Seller or municipality shall set the price payable per unit of utility. Queries in regard to prepaid utilities must be addressed with the Customer's municipality.

13.8 Qwili will not be liable for any delay in the delivery of the prepaid utility voucher to a Customer.

14. DELIVERY OF PRODUCTS AND SERVICES

14.1 If the Product purchased is a physical product, such Product will be delivered to the Customer or made available for collection at a collection point as indicated within the Product description.

15. RETURNS AND REFUNDS

15.1 Qwili offers returns for qualifying Products in accordance with the CPA and ECTA. To request a return or refund in terms of these Terms, please contact our customer care department support@qwili.africa 064 791 4377 as soon as possible.

15.2 Our customer care department will assist you in determining whether your Product is eligible for return and/or refund under these Terms, including any additional terms and conditions set by the relevant Third-Party Seller.

15.3 You must retain proof of purchase in order to request a refund and/or return. Qwili reserves the right to reject a return and/or refund request in the event that you are unable to furnish us with proof of purchase.

15.4 If a customer wishes to return a non-defective product, Qwili may allow returns within seven days of delivery or collection of the product. The product must be in its original packaging, unused, and undamaged. The customer must provide proof of purchase, and Qwili may charge a reasonable handling fee. Certain products, like airtime and prepaid utilities, cannot be returned.

15.5 Qwili shall process eligible refunds for returned products within 7 (seven) days of receipt of the returned product.

16. WARRANTY

16.1 All Products sold to you are sold with an implied warranty of quality against any defects for six (6) months of normal use from the time the Product was supplied to you ("**Standard Warranty**"). Defective Products are Products that have a defect or were unsafe when supplied to you.

16.2 The following will not be regarded as defects and will not entitle you to a refund:

16.2.1 faults resulting from normal wear and tear;

16.2.2 damage arising from negligence, user abuse or incorrect usage of the Product;

16.2.3 damage arising from electrical surges or sea air corrosion;

16.2.4 damage arising from a failure to adequately care for the Product;

16.2.5 damage arising from unauthorised alterations to the Product; and

16.2.6 where the specifications of a Product, although accurately described on the Platform and generally fit for its intended purpose, do not suit you.

16.3 Standard Warranty

16.3.1 We will replace, repair, or refund the price of any defective Product that you return to us during the Standard Warranty.

16.3.2 We will refund any reasonable costs you may incur in returning such a Product to us. We may arrange for the collection of such Product at no expense to you. We may inspect the Products to confirm that they are defective before we do so.

16.3.3 We may inform you that you do not have a claim, for example, because the warranty period of the Product has expired. In this case, we may refuse to replace the Product or refuse to pay a refund

16.3.4 If you claim that a Product is defective, our technicians will examine the Product for defects. If our technician reports that the Product was misused, was of good quality, was not provided to you for a specific purpose or was suitable for that purpose, then we will not replace or refund the Product.

16.4 If we determine that the Product is defective, you may request that we:

16.4.1 replace the defective Product (subject to stock availability);

16.4.2 repair the defective Product (provided a repair is possible); or

16.4.3 issue you with a refund.

17. COMMISSION

17.1 A Merchant is entitled to receive Commission on the Sale of qualifying Products, as more fully set out in the Commission Schedule.

17.2 Qwili may, in its sole discretion, determine which Products qualify for Commission and the manner in which such Commission will be calculated.

17.3 Different qualifying Products have different Commission structures, such as fixed success fee Commissions or Commissions calculated as a percentage of the Purchase Price of a Product. Please refer to the Commission Schedule for the Commission structure that applies to each qualifying Product.

17.4 Qwili may, in its sole discretion, amend the Commission structure in its entirety and the Products that qualify for Commission upon a successful Sale. In this event, Qwili will provide each Merchant with a revised Commission Schedule 30 (thirty) days prior to the effective date of such revisions.

17.5 Any Commissions earned will be allocated to the Merchant's Wallet within 30 (thirty) days. Qwili reserves the right to deduct from the Commission payable to the Merchants any applicable taxes, fees, or other charges imposed by law or regulatory authorities.

17.6 A Merchant may use the proceeds of Commissions to contiue to sell Products in exchange for repayment via cash or electronic funds transfer or request that all or a portion of the funds in the

Wallet be paid to the Merchant's Nominated Bank Account ("**Pay-out Request**"). A Merchant may request [1 (one)] Pay-out Request per calendar month, provided that such Pay-out request is for an amount equal to or greater than [R100.00 (one hundred South African Rands)].

17.7 A Pay-out request will be processed within 3 (three) business days following receipt of the Pay-out Request. The Merchant acknowledges that a Pay-out Request may be delayed due to the payment processing times set by the relevant banks.

18. LICENSE OF USE

18.1 We grant you a non-transferable licence to use the Qwili App on a compatible device that you own or control for the sole purpose of accessing the Services.

18.2 This license does not allow you to use the Qwili App on any device that you do not own or control, and you may not distribute or make the Qwili App available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Qwili App.

18.3 You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Qwili App or the Website, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with the Qwili App). Any attempt to do so is a violation of our rights and the rights of our licensors.

18.4 We may change the terms of the license granted to you under this Section 11 at any time and may display the new terms for acceptance the next time you access the Qwili App. If you do not accept the amended terms, your access to the Qwili App will be revoked or denied.

19. PRIVACY

19.1 We will use your personal information only for the purpose of providing access to the Services, in accordance with these Terms and our Privacy Notice and will retain information in accordance with the retention periods prescribed by law.

20. ACCEPTABLE USE

20.1 You agree and undertake not to interfere with or disrupt, or attempt to interfere with or disrupt, any of the Platform's systems, servers, networks or infrastructure, including, without limitation, obtaining unauthorised access to the Qwili App or your Account.

20.2 You agree that you will not in any way use any robot, spider, other automatic devices, or manual process to monitor, copy, distribute or modify the Website or the information contained herein without the prior written consent from an authorised Qwili representative (such consent is deemed given for standard search engine technology employed by internet search websites to direct internet users to the Website.

20.3 You agree and undertake not to make use of your Account and/or the Platform for the posting, sending or delivering of any of the following whatsoever:

20.3.1 unsolicited email and/or advertisement or promotion of goods and services (including, without limitation, those related to alcohol, tobacco, gambling and wagering);

20.3.2 malicious software or code;

20.3.3 unlawful, misleading, fraudulent, harassing, privacy invading, abusive, threatening, vulgar, obscene, discriminatory, racist or potentially harmful content;

20.3.4 any content that infringes a third party right including intellectual property rights;

20.3.5 any content that advertises, promotes, or disparages any religion or religious opinion or other related information;

20.3.6 any libellous or otherwise defamatory content;

20.3.7 any content that advertises, promotes, or disparages any political party, opinion, or other related information;

20.3.8 any content that may cause damage to us, our affiliates and/or subsidiaries, or any other third party; or

20.3.9 any content which may constitute, cause or encourage a criminal action or violate any applicable laws.

20.4 You agree and undertake not to violate any applicable laws in relation to your use of your Account, the Platform and/or your relationship with us /nor our subsidiaries and/nor affiliates.

20.5 You acknowledge that we reserve the right to suspend or revoke your access to your Account at any time, with or without prior notice.

21. THIRD-PARTY CONTENT

21.1 The Platform may allow access to websites or other applications owned and/or operated by third parties. We are not responsible for the content from such sources and do not endorse or approve the contents thereof.

21.2 You agree to use the Platform at your sole risk in this regard, and we consequently are not responsible for and do not accept any liability in connection with any third-party material that may be accessible via the Platform (regardless of whether or not we have permitted access to the material).

21.3 If you access such material, you undertake not to infringe any intellectual property rights relating to it, whether by making reproductions, derivative works or otherwise.

22. DATA SECURITY

22.1 You undertake to notify us immediately of any suspected or actual breach or unauthorised use of your Account, and/or any matter related thereto. You understand, acknowledge and agree that it is your responsibility to, and that you shall, notify us immediately of any unauthorised use of your Account or any other concern of breach(es) of your Account in writing info@qwili.africa detailing the incident or suspected incident and including all evidence related to the incident.

22.2 You acknowledge and agree that we will not be liable for any actual and/or potential losses and/or damages suffered and/or incurred as a result of someone else using your Account, either with or without your consent and/or knowledge.

22.3 You acknowledge and agree that you are solely and fully responsible for all activities and actions performed in the name of and/or through your Account, and shall be solely liable for any losses and/or damages suffered and/or incurred in connection thereto, regardless of whether or not the activities and/or actions were actually performed by you or not.

23. OWNERSHIP AND COPYRIGHT

23.1 The contents of the Platform, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in the Platform ("**Platform Conten**t") are protected by law, including but not limited to copyright and trade mark law. The Platform Content is the property of Qwili, its advertisers and/or sponsors and/or is licensed to Qwili.

23.2 You will not acquire any right, title or interest in or to the Platform or the Platform Content.

23.3 Any use, distribution or reproduction of the Platform Content is prohibited unless expressly authorised in terms of these Terms or otherwise provided for in law.

23.4 Where any of the Platform Content has been licensed to Qwili or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third party terms and conditions.

24. LIMITATION OF LIABILITY AND WARRANTIES

24.1 By using our Platform, you warrant and represent that you have attained the age of 18 (eighteen) and have the capacity to enter into legally binding contracts. If you are under the age of 18 (eighteen), you need to be supervised by your parent or legal guardian in order to use the Platform.

24.2 **WE GIVE NO ASSURANCE, REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER EXPRESS OR IMPLIED) ABOUT THE PROVISION OF, AND DISCLAIM ALL LIABILITY FOR, THE SERVICES. YOU HEREBY INDEMNIFY AND AGREE TO HOLD US ENTIRELY HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE SERVICES SO PROVIDED. THIS INCLUDES, AND IS NOT LIMITED TO, ANY USERS PROVIDING ADVICE OR RECOMMENDATIONS THROUGH THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OFFERS BY ANY USER AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE PLATFORM.**

24.3 **YOUR ACCESS TO AND USE OF THE PLATFORM ARE PROCURED AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE PLATFORM IS PROVIDED TO YOU ON AN "AS IS" BASIS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF THE PLATFORM BEING OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS. WE MAKE NO WARRANTY NOR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR (I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY AND/OR RELIABILITY OF THE PLATFORM; AND (II) WHETHER THE PLATFORM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.**

24.4 **YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.**

24.5 This Section 23.4 shall survive the termination or expiration of these Terms.

25. INDEMNIFICATION

25.1 You acknowledge, understand and agree that you indemnify and hold us entirely harmless from- and against any and all claims, regulatory investigations or enforcement, losses, causes of action, demands, liabilities, costs and/or expenses (including, but not limited to, litigation and reasonable legal fees and expenses) arising out of or relating to any of the following:

25.1.1 your access to or use of the Platform;

25.1.2 your purchase of a Product from a Merchant via the Qwili App;

25.1.3 any actions made with your Account, whether by you or by someone else (whether authorised or not);

25.1.4 your breach of any of the provisions of these Terms; and

25.1.5 your breach of any third-party rights, including, without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights.

25.2 **YOU ACKNOWLEDGE AND AGREE TO INDEMNIFY US FROM ANY AND ALL CLAIMS, REGULATORY INVESTIGATIONS OR ENFORCEMENT, DAMAGES, LIABILITY, SETTLEMENT, LOSSES AND LEGAL FEES AND EXPENSES, AS INCURRED, ARISING OUT OF ANY BREACH OF THE PROVISIONS OF THESE TERMS, NEGLIGENCE OR MISCONDUCT BY YOU, INCLUDING ANY BREACH, NEGLIGENCE OR MISCONDUCT BY ANY OTHER USER OF THE PLATFORM. WE DO NOT WARRANT THE ACCURACY, VORACITY OR AUTHENTICITY OF ANY INFORMATION WHICH IS TRANSMITTED OR SHARED BY USERS VIA THE JOIN APP.**

25.3 This Section 25 shall survive the termination or expiration of these Terms.

26. CHANGES TO THESE TERMS

26.1 Qwili may, in its sole discretion, change any of these Terms at any time. It is your responsibility to regularly check these Terms and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Platform.

26.2 Any such change will only apply to your use of the Platform after the change is displayed on the Website. If you use the Platform after such amended Terms have been displayed on the Website, you will be deemed to have accepted such changes.

27. MODIFICATIONS, TERMINATION, INTERRUPTION, AND DISRUPTIONS TO THE PLATFORM

27.1 You acknowledge, understand, and agree that we may modify, suspend, disrupt or discontinue any or all parts of the Platform, or the use of the Platform, whether to all users of the platform or to you specifically, at any time with or without notice to you.

27.2 The Platform depends on various factors such as software, hardware and tools, either on its own or owned and/or operated by third parties. While we make commercially reasonable efforts to ensure the Platform's reliability and accessibility. You understand and agree that no Platform can be 100% reliable and accessible and so we cannot guarantee that access to the Platform will be uninterrupted nor that it will be accessible, consistent, timely or error-free at all times.

27.3 We reserve the right to suspend or terminate your access to our Platform if we reasonably believe:

27.3.1 you are in serious or repeated breach of these Terms;

27.3.2 you are using the Platform in a manner that would cause a real risk of harm or loss to us, other users, Customers, Merchants, or the public at large;

27.3.3 we are requested to do so by government or regulatory authorities or as required under applicable laws, regulations or such other legal processes; or

27.3.4 our provision of the Platform to you is no longer possible or commercially viable.

27.4 In any of the above events, we will notify you by the email address associated with your Account, or if appropriate by publishing the notice on our Website, unless we are prohibited from notifying you by law.

27.5 Where we consider necessary or appropriate, we will report any breach of these terms to law enforcement authorities, and we will cooperate with such authorities by disclosing your identity and providing any information about you within our systems to them.

28. IDENTITY AND CONTACT DETAILS

28.1 Your identity and addresses where you will accept service of any notices or other communications under these Terms are as per the information that you provide to us when registering on the Qwili App.

28.2 Our identity and addresses where we will accept service of any notices or other communications (including queries and complaints) under these Terms are:

Name: Qwili Proprietary Limited

Registration No: 2020/249724/07

Registered Address: Office 103, Buitenkloof Studios, 8 Kloof Street, Gardens, Cape Town, RSA, 8001

Telephone Number: 064 791 4377

Email Address: info@qwili.africa

Office bearer(s): Tapfuma Masunzambwa

29. GOVERNING LAW AND DISPUTE RESOLUTION

29.1 The provisions of these Terms (including this Section 29) shall be governed by, construed and enforced in accordance with South African law.

29.2 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination ("**Dispute**") must be referred in writing to the executives of the Platform to resolve. If the dispute is not resolved within 10 (ten) calendar days, then it may be referred for arbitration in which event the rules of the Arbitration Foundation of South Africa ("**AFSA**") will apply. The arbitration will be held in Cape Town, South Africa.

29.3 The tribunal shall consist of one arbitrator who shall conduct the arbitration in English only.

29.4 This dispute resolution clause does not preclude any of our rights to obtain relief available to us at law from a court of competent jurisdiction in circumstances We deem appropriate.

30. GENERAL

30.1 The provisions set out in these Terms constitute the entire agreement between you and us. You confirm that you have not relied upon any promises or representations by us except as set forth in these Terms.

30.2 You may not assign any of your rights or transfer your obligations under these Terms without our prior written consent to do so. However, we may assign our rights or transfer our obligations under these Terms to any affiliate, subsidiary or a third party at our sole discretion. In the event that we intend to transfer our obligations to such party, we may provide you with reasonable notice of our intention to do so. By continuing with your use of the Platform, you are deemed to consent to such transfer.

30.3 Nothing in these Terms shall be deemed to constitute any other party as the agent, partner, or joint ventures of another party.

30.4 Headings of paragraphs in these Terms are solely for purposes of convenience and must not be applied in the interpretation of these Terms.

30.5 If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of these Terms will remain in full force and effect. All clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of these Terms.

30.6 We may provide notices or other communications to you regarding these Terms or any aspect of the Platform by sending an email to the email address that we have on record, by regular mail or by posting it online.