

GATHERING TREE TECHNOLOGIES (PTY) LTD

GETLIT TERMS AND CONDITIONS

Last updated: August 18, 2025

This document sets out the terms and conditions ("**TERMS**") on which you ("**YOU**" or "**USER**") may use the GetLit application and website ("**APP**"), a brand owned and operated by Gathering Tree Technologies (Pty) Ltd ("**GT**" or "**COMPANY**"). GT is the holding company that owns and operates the GetLit brand and platform.

The GetLit App facilitates the "**SALE**" (offering for sale or any other form of transfer, whether free of charge or not, and the sale, distribution and other forms of transfer themselves) and "**PURCHASE**" (requesting to buy for payment or any other form of transfer, whether free of charge or not) of food or other non-food items ("**FOOD AND NON-FOOD ITEMS**" or "**ITEMS**") through the App's software service platform ("**PLATFORM**").

Please read these terms carefully before using the GetLit platform. By using the App, you agree to comply with and be legally bound by these terms and conditions, whether or not you become a registered user of the services.

These terms govern your access to and use of the GetLit App and constitute a binding legal agreement between you and Gathering Tree Technologies (Pty) Ltd. You are advised to print and retain a copy of these terms for your future reference. These terms may be subject to change from time to time, and accordingly you are advised to refer back to these terms before registering on the App.

Section A contains general provisions which apply to all users of the GetLit App. In addition to section A, the provisions of section B will apply to you if you use the App as a "**BUYER**" (the recipient or intended recipient of an Item or Items offered for Sale) and/or the provisions of section C will apply to you if you use the App as a "**SELLER**" (a person who offers an Item or Items for Sale).

SECTION A: GENERAL PROVISIONS

1. INFORMATION ABOUT GT AND THE GETLIT APP

1.1. The GetLit App is a brand owned and operated by Gathering Tree Technologies (Pty) Ltd ("**GT**"), a company registered in South Africa with company registration number 2016/017516/07, and having its registered address at 7, 16th Street, Parkhurst, Johannesburg, South Africa.

1.2. GetLit is an online marketplace brand operated by GT which allows Users to advertise ("**ADD**") Items on its platform for the purpose of making a Sale to other Users. The GetLit App also allows Users to search for ("**BROWSE**") Items to Purchase. Users can also create personal GetLit profiles ("**PROFILES**"), communicate with other GetLit Users, provide feedback on their experiences and use such other Services ("**SERVICES**") available on the App from time to time.

1.3. GT shall be entitled at its own discretion to suspend the GetLit App for any reason whatsoever, including but not limited to repairs, planned maintenance or upgrades and shall not be liable to you for any losses, damages, costs or expenses arising from or in connection with any suspension or unavailability of the App, including but not limited to preventing you from using the Platform or using any of the Services available on the App.

1.4. GT reserves the right to make any changes to the GetLit App including any functionalities and content therein or to discontinue any aspect of the same without notice to you.

1.5. GT relies on third party providers (such as network providers, data centres and telecommunication providers) to make the GetLit App and the content therein and the Services available to you. Whilst GT takes all reasonable steps available to it to provide you with a good level of service, you acknowledge and agree that GT does not warrant that the App shall be uninterrupted or fault-free at all times. GT therefore shall not be liable in any way for any losses you may suffer as a result of delays or failures of the Services and App as a result of GT's service providers.

1.6. GT may be contacted at 7, 16th Street, Parkhurst, Johannesburg, South Africa or by email at the address set out in the GetLit App.

2. PRELIMINARY INFORMATION AND ELIGIBILITY

2.1. By registering your details with GT as a GetLit User, you warrant that:

- **2.1.1.** you are legally capable of entering into binding contracts;
- **2.1.2.** you are at least 18 years old;
- **2.1.3.** you are not in any way prohibited by the applicable law in the jurisdiction which you are currently located to enter into these Terms for the use of the Services and Sale of Items; and
- **2.1.4.** if you are accessing the GetLit App from outside South Africa, you acknowledge that you are responsible for compliance with local laws and regulations in your jurisdiction.

2.2. Users outside South Africa acknowledge that while GT is based in South Africa, the GetLit platform is accessible globally, and cross-border transactions may be subject to additional regulations, customs duties, and tax implications in their respective jurisdictions.

3. REGISTRATION AND ACCOUNT MANAGEMENT

3.1. In order to browse items or complete a transaction as a Buyer or Seller within the GetLit App, you must firstly complete the registration form and set up an account ("**Account**") as a GetLit User.

3.2. All registered Users are able to use the GetLit App both as a Buyer and a Seller, and are subject to Buyer Terms and Conditions and Seller Terms and Conditions.

3.3. Buyer Terms and Conditions cover requesting Items, for free or for payment. Seller Terms and Conditions cover adding Items, for free or for payment.

3.4. By registering your details and setting up an Account, you consent that GT has the right to conduct verification and security procedures in respect of the information provided by you online, including but not limited to identity verification, payment verification, and fraud prevention measures.

3.5. You hereby warrant that the information provided by you to GT is true, accurate and correct. You further warrant that you shall promptly notify GT in the event of any changes to such information.

3.6. By registering with GT you agree to these Terms and Conditions, the Privacy Policy and the End User License Agreement (EULA).

3.7. GT may give you the opportunity to invite friends to join the GetLit App by emailing an invite (whereby you will be required to enter their email addresses), or by contacting friends through social media platforms. GT is not liable for any communication that you make via such third party applications, websites or other forms of media.

3.8. You shall keep your registration details for the GetLit App ("**Login Details**") confidential and secure. Without prejudice to any other rights and remedies available to GT, GT reserves the right to promptly disable your Login Details and suspend your access to the App in the event that GT has any reason to believe you have breached any of the provisions set out herein.

3.9. Notwithstanding the foregoing, GT reserves the right to:

- **3.9.1.** accept or reject your application to register for any reason; and
- **3.9.2.** suspend your Account and/or refuse you access to the Services and/or GetLit App (partly or wholly) if you breach any of the provisions hereunder.

3.10. No action or inaction on the part of GT to exercise its rights in accordance with 3.9.1 and/or 3.9.2 shall be taken as an acceptance of any actions or inactions on your part.

4. USER OBLIGATIONS AND ACCEPTABLE USE

4.1. You agree that you are solely responsible and liable for all activities carried out by your use of the GetLit App including for the content of any communication made through or about the App.

4.2. You shall not submit to appear on the GetLit App through your use of the Services, any information, reviews, comments, images, third party URL links or other material whatsoever in any format ("**User Submissions**"), whether within your personal Profile, when submitting a review in relation to another User or elsewhere on the App that, in GT's reasonable opinion, may be deemed to be offensive, illegal, inappropriate or that in any way:

- **4.2.1.** promote racism, bigotry, hatred, homophobia, discrimination or physical harm of any kind against any group or individual;
- **4.2.2.** harass or advocate harassment of another person;
- **4.2.3.** display pornographic or sexually explicit material;
- **4.2.4.** promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
- **4.2.5.** promote any illegal activities;
- **4.2.6.** provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
- **4.2.7.** promote or contain information that you know or believe to be inaccurate, false or misleading;
- **4.2.8.** violate any applicable data protection laws or regulations;
- **4.2.9.** engage in or promote commercial activities and/or sales, including but not limited to contests, lottery, barter, advertising and pyramid schemes, without the prior written consent of GT; or
- **4.2.10.** infringe any rights of any third party, including intellectual property rights.

4.3. You acknowledge that making a User Submission does not guarantee that such User Submission, or any part thereof, shall appear on the GetLit App whether or not the submission of such User Submission is part of the Services. You agree that GT may, at its sole discretion, choose to display or to remove any User Submission or any part of the same that you make on the App, and you hereby grant to GT a non-exclusive, perpetual, irrevocable, worldwide license to do so.

4.4. You hereby grant to GT a non-exclusive, irrevocable license to make the User Submissions available to other Users of the GetLit App.

4.5. If you feel that any User Submission made by another User is objectionable, please contact GT using the email address set out on the GetLit App. GT shall use its reasonable endeavours to review the relevant User Submission as soon as is practicable and shall take such action as it deems necessary, if any at all. If a User Submission is deemed to be in violation of these Terms, GT reserves the right at its absolute discretion to suspend a User Account.

4.6. You further agree that at all times, you shall:

- **4.6.1.** not use your Login Details with the intent of impersonating another person;
- **4.6.2.** not allow any other person to use your Login Details;
- **4.6.3.** not use the information presented on the GetLit App or provided to you by GT for any unauthorized commercial purposes;
- **4.6.4.** not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using the App or in respect of the network;
- **4.6.5.** not infringe any rights of any third parties;
- **4.6.6.** contact GT at the email address set out in the GetLit App immediately if you consider any User Submission posted by another User to breach any of the Terms herein;
- **4.6.7.** comply with all instructions and policies from GT from time to time in respect of the use of the Platform, the Services and the GetLit App;
- **4.6.8.** co-operate with any reasonable security or other checks or requests for information made by GT from time to time;
- **4.6.9.** use the information made available to you on the GetLit App and through the Services at your own risk; and
- **4.6.10.** comply with all applicable local, national, and international laws and regulations.

4.7. In the event that you have a dispute with any other User of the GetLit App, you hereby release GT from any claims, demands and damages (whether actual or consequential) of any kind and nature, known and unknown, arising out of or in connection with such dispute.

5. EXCLUSION OF WARRANTIES AND GT'S LIMITATION OF LIABILITY

5.1. Subject to clauses 5.4 and 5.5, if GT fails to comply with these Terms, GT shall be entitled to be given a reasonable opportunity to rectify any errors and to re-perform its obligations hereunder. If GT's failure to comply with its obligations is not remedied as in this clause 5.1, then GT shall only be liable for losses (whether arising on contract, delict (including negligence) or otherwise) which are a reasonably foreseeable consequence of such failure, up to a maximum of one thousand rand (R1,000.00) or the equivalent in the User's local currency.

5.2. Further, you acknowledge and agree that where the GetLit App includes views, opinions, advice or recommendations, such views, opinions, advice and recommendations are not endorsed by GT and to the maximum extent permitted by law, GT excludes all liability for the accuracy, defamatory nature, completeness, timeliness, suitability or otherwise of such views, opinions, advice or recommendations.

5.3. GT does not verify and does not have any control in respect of any User Submission, or other information made available to you through your use of the Platform, the Services and/or the GetLit App. Consequently, GT does not warrant or guarantee the accuracy, correctness, reliability, suitability or at all in respect of any User Submission or any other information made available to you through your Sale or Purchase of the Food and Non-Food items offered, the Services and/or the App. GT advises you not to rely on it to assist in making or refraining from making a decision, or to assist in deciding on a course or specific cause of action. If you so intend to use and/or rely upon any User Submission or any other information made available to you through your use of the Platform, the Services and/or the GetLit App, you do so at your own risk and liability.

5.4. Subject to clause 5.5, GT shall not be liable for losses that result from its failure to comply with these Terms that fall into the following categories:

- **5.4.1.** consequential, indirect or special losses;
- **5.4.2.** loss of profits, income or revenue;
- **5.4.3.** loss of savings or anticipated savings, interest or production;
- **5.4.4.** loss of business or business benefits;
- **5.4.5.** loss of contracts;
- **5.4.6.** loss of opportunity or expectations;
- **5.4.7.** loss of goodwill and/or reputation;
- **5.4.8.** loss of marketing and/or public relations time and/or opportunities;
- **5.4.9.** loss of data; or
- **5.4.10.** loss of management or office time;

or any other losses howsoever arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable.

5.5. Nothing in these Terms excludes or limits GT's liability for:

- **5.5.1.** death or personal injury caused by its negligence;
- **5.5.2.** fraud or fraudulent misrepresentation by GT; or
- **5.5.3.** any other matter for which it would be illegal for GT to exclude or attempt to exclude its liability.

5.6. Commentary and other materials posted on the GetLit App or provided by GT are not intended to amount to advice on which reliance should be placed. GT therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any User of the App, or by anyone who may be informed of any of its contents. Further, responsibility for decisions taken on the basis of information, suggestions and advice given to you by GT shall remain solely with you.

5.7. GT does not in any way participate nor shall it be liable in any way for whatever reason for any communication, transaction, meet-up, set-up or relationship between you and other Users. GT therefore recommends that you take all safety precautions when contacting, socialising and engaging in social gatherings or meetings, including without limitation with regard to the Sale and Purchase of Food and Non-Food Items, with other Users.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. GT and its licensors own all the intellectual property rights relating to the GetLit App, Services and Platform, including but not limited to the GetLit brand name, logo, trademarks, and associated intellectual property.

6.2. You are expressly prohibited from:

- **6.2.1.** reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the GetLit App except for the purposes of sharing content on social media such as Twitter, Facebook, etc.;
- **6.2.2.** removing, modifying, altering or using any registered or unregistered marks/logos/designs owned by GT or its licensors, including the GetLit brand elements, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of GT or GetLit or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to GT.

6.3. Provided that GT is unaware of any infringement of any third party intellectual property rights at the time you submit any User Submissions, GT shall not be liable in any way to you or any third party for any breach of such rights subsequently notified to you or GT.

7. PRIVACY AND DATA PROTECTION

7.1. GT complies with The Protection of Personal Information Act, No 4 of 2013 (South Africa), the General Data Protection Regulation (GDPR) where applicable to European users, and all other applicable data protection legislation and regulations in the performance of its obligations under these Terms. The terms of GT's Privacy Policy form part of these Terms and you agree to be bound by them.

7.2. By registering you provide your consent to the collection and use of your personal information and data as set out in the Privacy Policy.

7.3. For users outside South Africa, GT will process personal data in accordance with applicable local data protection laws and regulations in addition to South African law.

7.4. GT implements appropriate technical and organizational measures to ensure the security of personal data and will notify users of any data breaches in accordance with applicable laws.

8. INTERNATIONAL COMPLIANCE AND JURISDICTIONAL MATTERS

8.1. While GT is based in South Africa and the GetLit App is governed by South African law, GT acknowledges that the platform may be accessed by users globally.

8.2. Users outside South Africa are responsible for ensuring their use of the GetLit App complies with their local laws and regulations.

8.3. GT reserves the right to restrict access to the GetLit App in certain jurisdictions where local laws may prohibit or restrict the services offered.

8.4. Cross-border transactions facilitated through the GetLit App may be subject to additional taxes, duties, and regulatory requirements which are the responsibility of the Users involved in such transactions.

9. FORCE MAJEURE

9.1. GT shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control ("**Force Majeure Event**").

9.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond GT's reasonable control and includes in particular (without limitation) the following:

- **9.2.1.** strikes, lock-outs or other industrial action;
- **9.2.2.** civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- **9.2.3.** fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;
- **9.2.4.** impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- **9.2.5.** impossibility of the use of public or private telecommunications networks;
- **9.2.6.** the acts, decrees, legislation, regulations or restrictions of any government; and
- **9.2.7.** cyber attacks, network failures, or other technology-related disruptions.

9.3. GT's performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and GT shall have an extension of time for performance for the duration of that period. GT will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms may be performed despite the Force Majeure Event.

10. COMPLAINTS AND TERMINATION

10.1. If you wish to lodge a complaint about another User for breaching any of these Terms, you may do so by sending GT details of your complaint by using the contact details as set out in the GetLit App. GT will use its reasonable endeavours to respond to your complaints within a reasonable time and to take reasonable action which it deems appropriate to resolve or rectify the subject matter of such complaints.

10.2. GT may suspend or terminate your use of the Services and/or GetLit App if:

- **10.2.1.** any of GT's third party communication network providers cease to make their services available to GT for any reason;
- **10.2.2.** GT believes you or someone using your login details has failed to comply with one or more of these Terms;
- **10.2.3.** GT believes there has been fraudulent use, misuse or abuse of the Services;
- **10.2.4.** GT believes you have provided any false, inaccurate or misleading information;
- **10.2.5.** you violate any applicable laws or regulations; or
- **10.2.6.** your continued use of the platform poses a risk to other users or the integrity of the GetLit brand.

10.3. On termination, your access to the GetLit App shall cease and GT may delete your Profile and associated data in accordance with applicable data protection laws.

10.4. You may terminate your account at any time by following the account deletion process outlined in the GetLit App or by contacting GT directly.

11. PAYMENT PROCESSING AND FINANCIAL TERMS

11.1. All payments processed through the GetLit App are handled by authorized third-party payment processors, including but not limited to Stripe.

11.2. GT does not store payment card details and all payment information is processed securely by certified payment service providers.

11.3. Users are responsible for any transaction fees, currency conversion fees, or other charges imposed by their financial institutions or payment processors.

11.4. For international transactions, exchange rates will be determined by the payment processor at the time of transaction.

12. GENERAL PROVISIONS

- 12.1.** If GT fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.
- 12.2.** A waiver by GT of any default shall not constitute a waiver of any subsequent default.
- 12.3.** No waiver by GT of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 12.4.** For the avoidance of doubt, references to 'writing' shall be deemed to include email and in-app notifications.
- 12.5.** GT reserves the right to use third party suppliers or sub-contractors at any time and in any way in respect of the performance of its obligations under these Terms.
- 12.6.** If any of these Terms is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 12.7.** These Terms and any document expressly referred to in them represent the entire agreement between you and GT in respect of your use of the GetLit App and your use of the Platform and the Services, and shall supersede any prior agreement, understanding or arrangement between you and GT, whether oral or in writing.
- 12.8.** You acknowledge that in entering into these Terms, you have not relied on any representation, undertaking or promise given by or implied from anything said or written whether on the GetLit App, the internet or in negotiation between you and GT except as expressly set out in these Terms.
- 12.9.** GT may alter or amend these Terms by giving you reasonable notice through the GetLit App or by email. By continuing to use the App after expiry of the notice period, or accepting the amended Terms (as we may decide at our sole discretion), you will be deemed to have accepted any amendment to these Terms. If, on receipt of such notice, you wish to terminate your access to the GetLit App, you may do so by giving us not less than 7 (seven) days' written notice, (which may be by email), such termination to take effect on the date upon which the amended Terms would otherwise have come into effect.
- 12.10.** These Terms are governed by and construed in accordance with South African law. However, users outside South Africa may have additional rights under their local consumer protection laws which cannot be excluded by these Terms.

12.11. For South African users, the Courts of South Africa shall have exclusive jurisdiction over any disputes arising out of these Terms. For users outside South Africa, disputes may be subject to the jurisdiction of local courts where required by mandatory local laws.

12.12. If any dispute arises in connection with this agreement, the parties will attempt to settle it by correspondence and for business users by mediation. If the dispute remains unresolved after mediation, it shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation, or through alternative dispute resolution mechanisms available in the user's jurisdiction.

SECTION B: BUYER TERMS AND CONDITIONS

13. INTRODUCTION

13.1. Upon registration as a User, and in consideration of your compliance with these terms and conditions, GT will provide you with the Buyer Services through the GetLit platform as described in this section B. You are a Buyer if you request and make arrangements to collect or receive Food and Non-Food Items (for free or for payment) through the GetLit App.

14. BUYER SERVICES

14.1. Subject to clause 1.4 of Section A above, the Buyer Services will comprise of the following:

- **14.1.1.** the facility to create a Profile page on the GetLit platform;
- **14.1.2.** the ability to search for Food and Non-Food items offered from Sellers who have registered with the GetLit App;
- **14.1.3.** the ability to communicate with other Sellers using the GetLit App;
- **14.1.4.** the facility to review and/or submit feedback on Sellers;
- **14.1.5.** access to customer support services;
- **14.1.6.** access to any other features and functionality for the Buyer Services provided by GT to Buyers from time to time.

14.2. You acknowledge and agree that all Transactions are subject to acceptance by the Sellers. The contract for fulfilment of a Transaction is created between you and the Seller, which will only be formed once you have received such acceptance. GT is not responsible for either party's performance under such a contract and GT makes no guarantee that the obligations of either party under the contract will be fulfilled.

14.3. For international transactions, Buyers acknowledge that additional customs duties, taxes, and shipping costs may apply and are solely the responsibility of the Buyer.

15. ADDITIONAL OBLIGATIONS AS A BUYER

15.1. You must at all times use the Buyer Services and the GetLit App in accordance with these Terms. In particular, all content and material uploaded to or forming part of your Profile must comply with the rules relating to User Submissions set out in Section A of these Terms.

15.2. As a Buyer, you are responsible for:

- **15.2.1.** ascertaining the identity of any Sellers;
- **15.2.2.** verifying the Price of any Food or Non-Food Item, which you acknowledge will be determined at the Seller's sole discretion;
- **15.2.3.** ensuring you have sufficient information relating to any health & safety risks, including ascertaining that the Seller is, where applicable, registered or licensed as appropriate with the relevant authority. This may include being registered or licensed as a food business;
- **15.2.4.** ensuring any review of Seller is fair, honest and reasonable;
- **15.2.5.** verification of all information provided by the Seller in relation to any food items provided, including the ingredients and allergen information;
- **15.2.6.** compliance with any import/export regulations for international transactions;
- **15.2.7.** understanding and accepting responsibility for any customs duties, taxes, or additional fees for international purchases.

15.3. In using the Buyer Services, you must:

- **15.3.1.** not provide information (including in your Profile) which you know to be inaccurate, false, incomplete, untrue or is or may be deemed to be a misrepresentation of the facts;
- **15.3.2.** immediately notify GT in the event you have any reason to believe or suspect that a Seller has breached any of the terms under Section A or that any Seller Profile is not genuine, or is false, inaccurate and/or incomplete;
- **15.3.3.** respect cultural differences and local customs when engaging with international Sellers.

16. ADDITIONAL EXCLUSION OF WARRANTIES FOR BUYERS

16.1. You acknowledge and agree that the Services provided by GT through the GetLit brand are limited to providing you with a forum to attempt to source Food and Non-Food Items and connect with Sellers. When you use the Buyer Services, GT does not warrant or guarantee:

- **16.1.1.** that you will find Food and Non-Food Items suitable to your specific taste, dietary needs or other requirements;
- **16.1.2.** the status of any Seller as a business or that they are compliant with any standards set by the relevant food competent authority (Such as SA: Food Safety and Quality Assurance, Department of Agriculture, Forestry and Fisheries and Health Department Legislation and Regulations; UK: Food Standards Agency; USA: Food and Drug Administration; Australia/New Zealand: Food Standards Australia New Zealand; EU: European Food Safety Authority);
- **16.1.3.** the premises used by a Seller are suitable for cooking and preparing or, where applicable, registered with their local environmental health department;
- **16.1.4.** that the Sellers' Profiles are genuine;
- **16.1.5.** that any information or documentation made available on a Seller's Profile is authentic, valid, accurate or otherwise complete;
- **16.1.6.** the identity of the Seller using the GetLit App;
- **16.1.7.** compliance with international shipping or import regulations;
- **16.1.8.** the safety or legality of items in the Buyer's jurisdiction.

16.2. GT is not responsible in any way for the quality or supply of any Food or Non-Food Items by the Sellers. Such items are to be provided by the Sellers on terms and conditions as may be agreed between you and the Seller.

16.3. In the event there is a dispute between you and any Seller, or if the Food or Non-Food Items provided by a Seller are not provided to a satisfactory standard or at all, you agree GT is not liable for anything (including but not limited to any loss, damage or personal injury) suffered or incurred by you in the course of receiving such Food or Non-Food Items from a Seller, and you release and hold harmless GT from anything you may suffer or any liability in relation to such dispute.

17. DONATIONS MADE VIA THE GETLIT APP

17.1 DONATIONS GENERAL

- **17.1.1.** The Seller may provide you, the buyer, with the option to make a financial donation prior to the supply of either food or non-food items.
- **17.1.2.** Donations referred to in 17.1.1 may be made solely and directly to GT ("**Direct donations**") or "**split donations**" whereby the funds will go to a charity nominated by the Seller with a proportion allocated to GT.
- **17.1.3.** All donations referred to in 17.1.1 are handled by Stripe or other authorized payment processors through their secure payments processing systems and will attract a payment handling fee determined by them.
- **17.1.4.** When a donation is made via the GetLit App, the transaction is final and not disputable unless unauthorized use of your payment card is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules.
- **17.1.5.** Before we can process a donation you must provide (i) your name, address and email address; and (ii) details of the credit or debit card that you wish to use to fund the donation. This information is used to process your donation. It is your responsibility to ensure you have provided the correct information.
- **17.1.6.** When you submit your payment details, you are providing them directly to our payment provider, and your payment data will be collected and processed securely by them. You should make sure that you are aware of the payment processor's terms and conditions, which are different from our own, to ensure that you are comfortable with how they will process your personal data before you make a donation.
- **17.1.7.** These Terms and Conditions apply separately to each single donation that you make and they do not form a contract allowing for future or successive transactions to be set up. By confirming on the GetLit App that you wish to make a donation you agree to be bound by these Terms and Conditions for that donation.
- **17.1.8.** If you make an error in your donation please contact us by email at enquiries@getlit.co.za within 5 calendar days and, subject to our review confirming the error, a full refund will be made to you.

17.2 DONATIONS TO GT

- **17.2.1.** "Direct donations" comprise two elements: a donation to GT and a payment handling fee (which will be taken by the payments handling company).
- **17.2.2.** Any Seller or Buyer can select the option for a donation to go to GT.
- **17.2.3.** The payment handling fee will be determined by the payment processor as a percentage of the donation and/or a fixed fee. More information about payment processing fees can be found on the respective payment processor's website.

17.3 SPLIT DONATIONS

- **17.3.1.** "Split donations" will comprise three elements: a donation to charity, a donation to GT and a payment handling fee (which will be taken by the payments handling company).
 - **17.3.2.** The Seller will nominate a charity and will select the proportion of the donation which will go to this charity.
 - **17.3.3.** The Seller will nominate the proportion of the donation which will go to GT.
 - **17.3.4.** More information about payment processing fees can be found on the respective payment processor's website.
 - **17.3.5.** All split donations will be pre-authorized from the Buyer's payment card and held for 5 calendar days after which the payment will be processed from the Buyer's account.
 - **17.3.6.** GT will ensure that charitable donations are transferred to the nominated charities within 30 days of payment processing, subject to verification of the charity's legitimacy and registration status.
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SECTION C: SELLER TERMS AND CONDITIONS

If you are a Seller and wish to use the Seller Services on the GetLit platform, you may do so in accordance with the terms of this Section C. You are a Seller if you add Food or Non-Food Items to the GetLit platform, whether for payment or for free.

18. INTRODUCTION

Upon registration as a User, in consideration of your compliance with these terms and conditions, GT will provide you with the Seller Services through the GetLit brand as described in this Section C below.

19. SELLER SERVICES

19.1. Subject to clause 1.4 of Section A above, the Seller Services will comprise the following:

- **19.1.1.** the facility to create a Profile page (including photos), which can be accessed by the Buyers;
- **19.1.2.** the ability to advertise Food and Non-Food Items available for Sale on the GetLit platform;
- **19.1.3.** the ability to set a purchase price ("**Price**") payable by the Buyer in respect of any Food or Non-Food Item;
- **19.1.4.** the ability to nominate a Donation or Split Donation option for Buyers;
- **19.1.5.** the ability to specify when you are able to supply Items to Buyers and at what location and preferred times;
- **19.1.6.** the ability to post reviews and/or submit feedback about Buyers;
- **19.1.7.** access to sales analytics and performance metrics;
- **19.1.8.** customer support services;
- **19.1.9.** any other features and functionalities of the Seller Services provided by GT through the GetLit platform from time to time.

20. ADDITIONAL OBLIGATIONS AS A SELLER

20.1. By choosing to be a Seller and to advertise and supply your Food and Non-Food Items to Buyers through the GetLit App, further to the general obligations on you as a User under section A of these Terms, you agree that all information submitted by you, supply of the Food and Non-Food Items, and any other information provided or comments made to Buyers through the App, must:

- **20.1.1.** be accurate, correct and up-to-date;
- **20.1.2.** be provided with all reasonable care and skill in a manner consistent with generally accepted standards in the industry in which you operate, if any;
- **20.1.3.** not breach any applicable statutory or regulatory requirement, including following good hygiene practice and, where applicable, food safety management procedures based on the standards set by the relevant food competent authority (Such as SA: Food Safety and Quality Assurance, Department of Agriculture, Forestry and Fisheries and Health Department Legislation and Regulations; UK: Food Standards Agency; USA: Food and Drug Administration; Australia/New Zealand: Food Standards Australia New Zealand; EU: European Food Safety Authority);
- **20.1.4.** not commit an offence by adding for sale any controlled substance (including but not limited to drugs, medicines, alcohol, tobacco, solvents, weapons or fireworks) for which you do not hold the relevant license to do so;
- **20.1.5.** not be misleading, deceptive or in any way contravene any and all applicable consumer, health and safety and e-commerce laws and regulations;
- **20.1.6.** not be obscene, defamatory or be in the reasonable view of GT deemed to be offensive and/or inappropriate;
- **20.1.7.** not supply any age restricted goods unless you have appropriate age verification systems in place and comply with all applicable laws;
- **20.1.8.** include accurate allergen information and ingredient lists for all food items;
- **20.1.9.** comply with any applicable export regulations for international sales.

20.2. In using the Seller Services you must:

- **20.2.1.** at all times keep all information including without limitation, communication and correspondences between you and the Buyers, and all information relating to the Transaction process secure and confidential;
- **20.2.2.** ensure your use of the Seller Services is personal to you;
- **20.2.3.** immediately notify GT in the event you have any reason to believe or suspect that a Buyer has breached any of these Terms;
- **20.2.4.** maintain appropriate insurance coverage for your selling activities where required by law;
- **20.2.5.** comply with all tax obligations in your jurisdiction related to sales made through the GetLit platform.

20.3. You further acknowledge and agree that GT may, at its sole discretion, immediately remove your Profile from the GetLit App where it reasonably considers that such Profile, any information you have uploaded or Food or Non-Food Items provided, no longer meets the standards that GT requires of its Sellers on the App, at its absolute discretion and upon written notice to you.

20.4. Failure by GT to exercise its rights under 20.3 should not be taken as acceptance by GT of any failure on your part to comply with these terms and conditions.

21. SELLER VERIFICATION AND COMPLIANCE

21.1. GT reserves the right to verify Seller information and may require additional documentation to confirm identity, business registration, food handling licenses, or other relevant certifications.

21.2. Sellers operating as businesses must provide accurate business registration information and comply with all applicable tax and regulatory requirements in their jurisdiction.

21.3. Sellers offering food items may be required to provide evidence of food safety training, permits, or licenses as required by local regulations.

21.4. International Sellers must comply with export regulations and provide accurate information about shipping restrictions and delivery capabilities.

22. ADDITIONAL EXCLUSION OF WARRANTIES FOR SELLERS

22.1. You acknowledge and agree that GT only provides you with the facility to add and supply Food and Non-Food items to Buyers by providing you with the Seller Services through the GetLit platform. GT does not warrant, represent or guarantee that you will find any Buyers to supply Food or Non-Food Items to or achieve any specific results whatsoever.

22.2. You acknowledge and agree that using the GetLit Platform may require registration, licensing or approval as a food business with the relevant food authority. GT provides information in relation to this area on the App. However, you acknowledge that this is intended as information only and does not constitute advice of any nature. Therefore, it must not be relied on to assist in making or refraining from making a decision or to assist in deciding on a course of action. Your use and reliance on any information on the GetLit App shall be at your own risk and we shall not be liable whatsoever for any damages and loss which you may incur as a result of or in connection with your use and reliance of such information. You undertake to conduct your own research and ensure that you comply with the requirements applicable to you. GT shall not be liable to you for any failure by you to comply with any relevant laws and regulations that may apply to you in the use of the Platform through the GetLit App.

22.3. You further agree that GT does not vet or verify the identity of the Buyers posted on the GetLit App. Consequently, GT does not warrant or guarantee:

- **22.3.1.** the currentness, completeness, correctness and accuracy of any Buyer's Profile;
- **22.3.2.** that any Transactions made by Buyers are genuine;
- **22.3.3.** the identity of the Buyers using the GetLit App;
- **22.3.4.** the payment capability or creditworthiness of Buyers.

22.4. You further acknowledge that GT has no control of and therefore has no liability whatsoever in respect of the behaviour, response and quality of the Buyers on the GetLit App.

22.5. GT provides the Seller Services solely to connect you, the Sellers, with Buyers who may be seeking to buy Food or Non-Food Items from you through the GetLit platform. You acknowledge and agree that you are solely responsible for all communication with, and any subsequent dealings with, Buyers. You, the Seller, hereby indemnify GT in full and on demand against all losses, damages, costs, claims and expenses that GT incurs (including but not limited to such losses and damages incurred by GT in respect of sickness, disease or death of any Buyer arising out of or in connection with your acts or omissions in the use of the Platform) arising out of or in connection with any of your dealings with, or Food or Non-Food Items provided to, Buyers.

23. SELLER FEES AND REVENUE SHARING

23.1. GT may charge Sellers fees for using the GetLit platform, including but not limited to listing fees, transaction fees, or subscription fees.

23.2. All applicable fees will be clearly disclosed in the GetLit App and Sellers agree to pay such fees as a condition of using the Seller Services.

23.3. GT reserves the right to modify fee structures with reasonable notice to Sellers.

23.4. Payment of fees does not guarantee sales or specific performance outcomes.

SECTION D: ADDITIONAL PROVISIONS FOR GLOBAL USERS

24. INTERNATIONAL TRANSACTIONS

24.1. The GetLit App facilitates transactions between users who may be located in different countries. Users engaging in international transactions acknowledge additional responsibilities and risks.

24.2. International Sellers and Buyers are responsible for:

- **24.2.1.** compliance with import/export regulations;
- **24.2.2.** payment of applicable customs duties and taxes;
- **24.2.3.** ensuring items comply with destination country regulations;
- **24.2.4.** understanding shipping restrictions and delivery limitations;
- **24.2.5.** currency conversion costs and exchange rate fluctuations.

25. REGULATORY COMPLIANCE

25.1. Users acknowledge that food safety regulations, business licensing requirements, and consumer protection laws vary by jurisdiction.

25.2. Users are solely responsible for ensuring compliance with all applicable laws and regulations in their respective jurisdictions.

25.3. GT provides general information about regulatory requirements but this does not constitute legal advice and users should seek independent legal counsel when necessary.

26. DISPUTE RESOLUTION FOR INTERNATIONAL USERS

26.1. For users outside South Africa, GT will make reasonable efforts to resolve disputes through alternative dispute resolution mechanisms available in the user's jurisdiction.

26.2. Where local consumer protection laws provide mandatory rights that cannot be excluded by these Terms, such rights shall remain in full force and effect.

26.3. GT may facilitate mediation services for international disputes but is not obligated to do so.

SECTION E: FINAL PROVISIONS

27. CONTACT INFORMATION

27.1. For all matters relating to the GetLit App and these Terms and Conditions, please contact:

Gathering Tree Technologies (Pty) Ltd GetLit Brand Division 7, 16th Street, Parkhurst
Johannesburg, South Africa

Email: support@getlit.co.za Website: www.getlit.co.za

28. ACKNOWLEDGMENT

28.1. By using the GetLit App, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

28.2. You acknowledge that GetLit is a brand of Gathering Tree Technologies (Pty) Ltd and that GT is the legal entity responsible for the platform's operation and these Terms and Conditions.

28.3. These Terms and Conditions may be available in multiple languages for international users, but the English version shall prevail in case of any conflicts or discrepancies.

This document represents the complete Terms and Conditions for the GetLit platform operated by Gathering Tree Technologies (Pty) Ltd. Last updated: August 18, 2025