TERMS AND CONDITIONS PERTAINING TO THE USE OF THE SERVICES AND ACCESSING OF THE WEBSITE OF:

PRIX IGO GENERAL TRADING CC REGISTRATION NO: (2009/085596/23)

1. TERMS AND CONDITIONS OF SERVICE

- 1.1. Welcome! This website operated by PRIX IGO GENERAL TRADING CC ("Prix Igo", "us", "our", "we").
- 1.2. PLEASE READ THIS AGREEMENT CAREFULLY. This Agreement constitutes a legally binding agreement between you and us and contains important information regarding your legal rights, remedies, and obligations, and includes various limitations and exclusions.
- 1.3. These Terms of Use ("Terms of Use") set forth the terms and conditions under which you are authorized to use our website (which includes any website on which these Terms of Use are posted, including, other sites accessible via subdomains, and mobile versions of any of these sites) (each a "Site" and collectively the "Sites").
- 1.4. The use of this Website, the App and the Service is subject always to these Terms. Prix reserves the right to amend and/or replace any of, or the whole of, these Terms by posting new Terms to this Website (which are also accessible via the App). Such amendments shall supersede and replace any previous Terms available on this Website (which are also accessible via the App).
- 1.5. To the extent additional rules or guidelines affect your use of these Sites, those rules and guidelines (including our <u>Privacy Policy</u>) are hereby incorporated by reference into these Terms of Use. By using any of our Sites, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should immediately stop using our Sites.
- 1.6. Each time you ("you"/ "the user"/ "the customer") access or use this Website, the App or the Service, (whether via the Website, App or USSD), you shall be deemed by such access and/or use to have agreed to these Terms, as amended and/or replaced by Prix, from time to time.
- 1.7. By downloading and/or using the App, you in addition agree that you are granted a limited, non-exclusive, revocable, non-transferrable licence to use the App, only in accordance with these Terms.
- 1.8. Should you not accept these Terms or if you disagree with any of these Terms, you must immediately refrain from accessing and from using the Website, the App and the Service.
- 1.9. These terms and conditions govern your relationship with Prix Igo.
- 1.10. By downloading and using our App you agree to and accept our terms and conditions.

2. **IMPORTANT NOTICE**

- 2.1. These Terms contain specific provisions that have the effect of limiting the liability of Prix, allocate risk or liability to you, or constitute acknowledgement of facts and certain undertakings by you.
- 2.2. Please pay particular attention to these provisions since they limit your ability to recover losses that you may incur in connection with your use of this Website, the App and the Service
- 2.3. Unfortunately, if you are under 18 (and are not an emancipated minor) you may not use this Website, the App or the Service.

3. **DESCRPTION OF THE SERVICE**

The Service is a VAS Fintech (Value Added Service Financial Technology) which provides VAS services through the Prix Igo devices, apps, and kiosks to independent merchants and/or spaza shops; thereby diversifying the product portfolios for the businesses.

4. HOW TO INTEPRET THESE TERMS AND CONDITIONS

In these terms and conditions, the words on the left have the meanings set out on the right unless the context clearly shows that the parties intended a different meaning:

- 4.1. "Access Codes" means any of your secret numbers used to access our app, including your password, username and secret word;
- 4.2. "App" means the Prix Igo application for your device;
- 4.3. **"App Store"** means your device`s application store provided by Apple or Android, as is applicable to you, from which you download the app;
- 4.4. "Account" means your trader account which is set up in the Prix Igo account management system (using a unique account identifier);
- 4.5. "Device" means the mobile device you use to access the app;
- 4.6. "Prix /us/we/our" means Prix Igo General Trading CC, a Close Corporation with registered address
- 4.7. **"Personal Information"** means information about an identifiable, natural or juristic person, including but not limited to, information about race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your device's GPS;
- 4.8. **"Prepayment"** means an advance payment of an amount of money by you which is reflected against your account; A prepayment refers to the topping up of your Prix balance on the Prix Business App
- 4.9. **"Profile"** means the digital identity you create when registering for the app and which will be linked to your account;
- 4.10. "RICA Act" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002:
- 4.11. **"Transactions"** means the different transactions or activities that can be performed by you via the app, whether as principal or in your capacity as agent and includes the vending and distribution of products, bill payments, transfer or prepayment and RICA activities. Transact has a similar meaning;
- 4.12. **"User Guide/Quick Start Guide"** means the manual which explains how to operate the app and transact, as updated from time to time;
- 4.13. "You" means the person who registered for the app;

5. **REGISTRATION**

- 5.1. You may register for the Service via the Website or the App (registration via the App may also be done at an approved Prix agent ["Approved Agent"]). A list of Approved Agents is available under the "Find Agents" section of the Website.
- 5.2. Prix only allows persons to register herself/himself in her/his personal capacity. A customer may not register or act on behalf or on the authority of another customer.
- 5.3. You will be required to choose a password when registering on the Website or the App to use the Service. Thereafter you will be required to enter your password every time you wish to use the Service. Upon registration you will also be allocated with a unique customer account number ("Account Number").
- 5.4. You agree not to share your Account Number or password with any other person, nor to use any other person's Account Number or password.

- 5.5. You agree that Prix will not be responsible for losses incurred by you relating to, without limitation, the use of your account by any person other than you, arising as the result of misuse of passwords, and furthermore you accept that you will be personally liable for all transactions concluded on your account.
- 5.6. You agree to immediately notify Prix of any unauthorised use of your Account Number, password, this Website, the App, or any other breach of security.
- 5.7. Prix reserves the right at any time in our sole discretion to modify or discontinue the Website, the App or the Service and to modify or discontinue any materials, information or other content contained on the Website or the App, or to terminate your account, Account Number and/or password, your access to or use of the Website, the App or the Service, for any reason or without a reason, in its discretion.
- 5.8. You must register for the app by giving permissions to your personal information and by following the prompt after you have downloaded the app on the device.
- 5.9. When you register you must create a profile for secure use of the app.
- 5.10. In completing the above registration process and accepting the terms and conditions asset out here, you authorize us to verify any information you provide to us. During the verification process, should it be needed, we do reserve the right to request additional documentation from time to time.
- 5.11. Your account may only be used for the purpose of which it was intended. You also confirm that you will not accept or transact where: (1) any unlawful or illegal activity (2) counterfeit tender or (3) suspicious behaviour is detected or noted by your customer.

6. USE OF THE APP

- 6.1. You should only use the latest version of the app. Failure to update may result in functions not working correctly and you may experience data errors or security issues for which we will not be liable under any circumstances.
- 6.2. You must use software and hardware suitable for the app. If you do not, the app may not work properly, and this could increase your security risk.

7. FEES AND COSTS

- 7.1. There are no subscription costs to access the app.
- 7.2. Standard data costs will be charged when you download the app and thereafter when you transact through the app. These costs are charged by your mobile network operator.

8. TRANSACTING USING THE APP

- 8.1. You must make a prepayment to us before you will be able to perform transactions. A prepayment, or topping up your Prix Igo balance, can be done as explained on the Prix Igo website (www.prix.co.za).In some instances, you will receive a voucher when you make a prepayment. You must communicate the voucher PIN to Prix Igo within a period of 3 years after the date of issue of the voucher in order to load your account with the relevant amount if you fail to load within the 3-year period, the voucher will expire.
- 8.2. The different types of transactions that can be performed are subject to change from time to time.
- 8.3. The prepayment or any balance thereof can in no instance be redeemed for cash or by way of a deposit into a bank account and can only be used to perform transactions.
- 8.4. You must ensure that you have enough prepayment to cover the amount of the transaction, where applicable.
- 8.5. Your prepayment will immediately be reduced with the amount of each transaction, where applicable.
- 8.6. You authorise us to carry out any and all transactions which are authenticated by your access code(s).

- 8.7. You must make sure that you log out of the app when you have finished using it to prevent anyone else from using it.
- 8.8. In our own discretion, we may allow you to perform a transaction without sufficient prepayment from time to time without prejudice to our right in any subsequent transaction to deny such transaction where sufficient prepayment does not exist.
- 8.9. You will be entitled to such fees, commissions and discounts as may be applicable to transactions from time to time. These amounts will be used to increase your prepayment and cannot be redeemed for cash.
- 8.10. In all instances where we appoint you as our agent, you must act strictly within your mandate.
- 8.11. All transactions are in real time. It is therefore important that you check the transaction details and details of the bill issuer (where applicable) before submitting the transaction.
- 8.12. No reversal of a voucher or instruction is permitted once a voucher is requested by you or an instruction is given to us.
- 8.13. You may not charge any additional fees, costs or commissions to what is indicated on the app.
- 8.14. There are no subscription costs to access the app.
- 8.15. Standard data costs will be charged when you download the app and thereafter when you transact through the app. These costs are charged by your mobile network operator.

9. REGULATORY REQUIREMENT

- 9.1. You must at all times comply with applicable laws, including the RICA Act, and indemnifies Prix against any loss or liability it may suffer as a result of non-compliance by you.
- 9.2. Electricity: The ability to distribute electricity vouchers are area specific and may not be available in your area. There are specific requirements applicable to the distribution of electricity vouchers which can be found online at www.prix.co.za

10. **SECURITY**

- 10.1. You understand that the use of the app with the access codes allows access to your prepayment.
- 10.2. You must make sure that you keep the device and access codes secret and secure and do not compromise any safety measures.
- 10.3. If another person gets hold of your access codes by whatever means, we will regard you as having authorised this person to access your prepayment on your behalf, as your agent with full authority to do so.
- 10.4. You must notify us immediately if you have reason to think that someone else obtained your access codes or if your device/SIM card is lost. Any losses or costs incurred prior to notification will be for your account.
- 10.5. If the SIM card in your device is lost, stolen or damaged you must inform the South African Police Service in writing.
- 10.6. We are committed to providing safe online services. All uses of the app and transactions through it are protected by encryption at international standards. The personal information you send through the app is encrypted. Only our authorised employees or agents have access to information related to the app.

11. CHANGES

11.1. We are entitled to change these terms and conditions. We will give you notice of any change via updating the respective documents online at www.prix.co.za Your continued use of the app means that you have accepted such changes.

12. INTELLECTUAL PROPERTY

- 12.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:-
 - 12.1.1 "copyright" means whether existing now or in the future, in and to, the Website and the App including without limitation, designs and documentation relating thereto;
 - 12.1.2 intellectual property rights" means all intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Prix, including without limitation, Prix's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright relating to the Website or the App, whether registered or not.

Subject to any intellectual property rights held by any other third parties:

- 12.2. We keep all intellectual property and intellectual rights in and to all content (including, but not limited to, all proprietary information, trademarks and copyright in any logos and other devices or storage media) in or sent to, through and from the app; and
- 12.3. We grant you a non-assignable, non-sub-licensable, non-transferable, nonexclusive license to use the app, which may include updates and/or upgrades, only for purposes outlined in these terms and for no other purposes. You may not sublicence such third- party content, including intellectual property rights associated with it.
- 12.4. All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, private information, designs, agreements, and multimedia works, published on or via the Website, are the property of, or are licensed to, Prix and as such are protected from infringement by local and international legislation and treaties.
- 12.5. All rights not expressly granted are reserved. The copyright in all content, information and logos vesting in the Website and the App shall continue to vest in Prix and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 12.6. Except with Prix's express written permission, no logo, graphic, sound or image from this Website may be copied or retransmitted. In particular, the name "Prix" or "Prix Igo" or any or any combination of the aforesaid and any logo related thereto may not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Website or the App, without the prior written permission from Prix
- 12.7. Irrespective of the existence of copyright, the user acknowledges that Prix is the proprietor of all material on the Website and the App (except where a third party is indicated as the proprietor), whether it constitutes proprietary or confidential information or not, and that the user has no right, title or interest in any such material.
- 12.8. Prix authorises you only to view, temporarily download to a local drive and to print the content of this Website or the App, or any part thereof, provided that such content is used for personal, non-commercial or information purposes only.

You acknowledge that you:

12.9. Will in no way represent that you have any rights of any nature in any current and future intellectual property belonging to us, and/or any third parties featured on the app;

- 12.10. Will not use the current and future intellectual property that belongs to us and/or any third party that is featured on the app in any manner whatsoever or any other intellectual property which is identical, similar and/or confusingly similar thereto in any country;
- 12.11. Will not apply for or obtain registration of any current and future intellectual property that belongs to us and/or any third party that is featured on the app, or any other intellectual property which may be confusingly similar thereto in any country;
- 12.12. Will not challenge the rights to the current and future intellectual property that belongs to us, and/or any third party that is featured on the app in any country
- 12.13. Will not do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair the current and future intellectual property that belongs to us and/or any third party that is featured on the app or the reputation and goodwill associated therewith or the foregoing parties, or which would be expected to jeopardise or invalidate any registration of current and future intellectual belonging to the foregoing parties; and
- 12.14. You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as are result of any third party claims initiated and/or instituted against us relating to your unauthorised use of the app, the content therein and/or any other intellectual property and intellectual property rights flowing
- 12.15. Prix charges a transfer fee, per money transfer transaction ("Fee"). The Fee payable is indicated on the quote provided at the time that a quote is generated at the instance of the customer (via the Website, App or USSD ["Quote"]).

13. FEES FOR USE OF SERVICE AND PAYMENT

- 13.1. Prix charges a transfer fee, per money transfer transaction ("Fee"). The Fee payable is indicated on the quote provided at the time that a quote is generated at the instance of the customer (via the Website, App or USSD ["Quote"]).
- 13.2. The Fee will be deducted from the incoming funds paid by you for the money transfer transaction. By confirming the money transfer transaction, you are confirming that Prix will charge its Fee for the money transfer service as shown and accepted by you prior to finalisation of the money transfer transaction. The Fee is inclusive of VAT.
- 13.3. The total amount payable including the Fee and the amount to be transferred to the customer's chosen Beneficiary will be indicated on the Quote ("Total Amount").
- 13.4. By creating a money transfer transaction, you request a certain amount of money to be paid to your designated Beneficiary, utilising a certain exchange rate. The exchange rate used by Prix is clearly shown on the Quote, when a money transfer transaction is created and is valid for a period of 24 (twenty-four) hours. By creating an order on the Website, through the App or USSD, you agree to the exchange rate provided by Prix at that point.
- 13.5. Prix reserves the right to change the Fee or exchange rate at any time.
- 13.6. Please note that Prix will not be obliged to pay out the designated amount to the Beneficiary prior to receiving full payment of the Total Amount payable in respect of the money transfer transaction created.
- 13.7. Should we not receive payment of the Total Amount, for any reason whatsoever, the Quote will expire within 24 (twenty-four) hours. Should the Quote expire, we cannot guarantee the same exchange rate as initially quoted. You will have to create a new money transfer transaction and a new exchange rate may apply.
- 13.8. All money transfer transaction payments must be made in South African Rand (ZAR). We do not accept any other currencies. In addition, money transfer transaction payments must be by card, Electronic Fund Transfer (EFT) or by cash deposit at an Approved Agent (as indicated on the Website, from time to time). When paying via EFT, a customer will be redirected to their online banking profile. Prix will never

- ask you for your bank account details. These are strictly confidential. Prix will require your debit/credit card details, should payment be made by card.
- 13.9. The customer must use the allocated transaction reference number as their reference number when performing a transaction. A customer's name, ID number or any other information cannot be accepted as the reference number and will cause delays in Prix processing your money transfer transaction.
- 13.10. Prix will not be held responsible for delays or non-fulfilment of a money transfer transaction if a customer

14. **PAY OUT**

- 14.1. Prix will pay out the funds to the designated Beneficiary only once payment of the Total Amount has been received in full.
- 14.2. Prix will endeavour to make payment to the designated Beneficiary within 72 (seventy-two) hours of having received payment of the Total Amount for a valid money transfer transaction (provided that your FICA documentation provided is in order at the time of the envisaged transaction).
- 14.3. In the event that a pay-out has not occurred within the 72 (seventy two) hour period, due to a technical problem on Prix's side or that of its pay-out partner or any other reason that is not due to the negligence or fault of the customer, such as lack of available cash at the pay-out partner, the customer may cancel the money transfer transaction and request a refund, free of charge. In all such instances, the refund to the customer as aforesaid shall operate as the customer's sole recourse against Prix and Prix shall have no other liability to the customer in this regard. The refund process is detailed in clause 10 below.

15. CANCELLATION OF MONEY TRANSFER TRANACTION AND REFUNDS

- 15.1. A money transfer transaction may only be cancelled by a customer if pay-out to the Beneficiary has not yet occurred. Once a pay-out has taken place, the process is irreversible.
- 15.2. In order to request a refund, the customer must contact the Prix on the details and information (the details of which are listed on the Website and the App).
- 15.3. A refund may only be initiated by and subject to clause 15.4 paid to the customer that originally effected the money transfer transaction. The reversal cost will be carried by the party whose fault it is that the money transfer transaction could not be completed. Accordingly, if cancellation and reversal arises pursuant to a technical problem on Prix's side or that of its pay-out partner or any other reason that is not due to the negligence or fault of the customer, the refund to the customer shall be free of charge.
- 15.4. In respect of card money transfer transactions, the relevant refund will be made onto the card which was used to effect the money transfer transaction. In respect of all non-card money transfer transactions, refunds will be made using a cardless ATM solution. In this case, the customer will be notified via SMS of the code to be used at the ATM in order to access the refund. In the event that a customer wishes payment of the refund to be effected to a different cell phone number than the cell phone number used to register for the Service, Prix may in its discretion and should it be of the view that the circumstances justify it, agree to do so, subject to the signature by the customer of Prix's applicable Authorisation Form, including terms and conditions which shall apply thereto.
- 15.5. In respect of money transfer transactions made via EFT, the customer may requests that the refund be made using the cardless ATM solution or alternatively that same be paid into the customer's bank account. In the latter instance, Prix will require proof of the bank account into which the refund is to be paid.
- 15.6. Prix will endeavour to refund the customer as quickly as possible. Typically, a reversal should not take more than 7 (seven) days to complete but Prix cannot guarantee the time which the reversal may take to complete.
- 15.7. Further details in relation to refunds, are available from the Prix call centre, (the details of which are listed on the Help section of the Website and the App

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16. **DETAILS OF BENEFICIARIES**

You provide us with the pay-out information regarding your Beneficiaries. The name provided in respect of the Beneficiary must match the name appearing on the relevant identification document of the Beneficiary. We will not be responsible for a pay-out going to the wrong person if you have provided us with incorrect information relating to the Beneficiary. Prix will not be responsible in any way for loss of funds, fees, delays or damages of any kind when the incorrect Beneficiary information has been provided by you.

17. **CONTENT**

- 17.1. Prix reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Service, the Website or the App and any materials, information or content on the Website or App.
- 17.2. Prix reserves the right to change and amend the prices and rates stated on the Website and App at any time and from time to time without notice, and all amended prices and rates shall be published on the Website and App, from the time when they become applicable.
- 17.3. Prix may use the services of other organisations to provide information on the Website and the App. Prix has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The User agrees that such information is provided "as is" and that Prix and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.

18. ADVERTISEMENTS THAT MAY APPEAR

If any advertisement for a product or service provided by anyone other than Prix appears on the Website or the App, Prix does not endorse, warrant or guarantee any such product or service and will not be a party to or in any way monitor any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should always use your best judgment and exercise caution where appropriate.

19. LINKING TO AND FROM THIRD PARTY WEBSITES AND THIRD-PARTY CONTENT

- 19.1. Prix may provide links to third party websites on the Website and/or the App. These links are provided to the user for convenience purposes only and Prix does not endorse, nor does the inclusion of any link imply Prix's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
- 19.2. Whilst Prix tries to provide links only to reputable websites or online partners, Prix cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Prix. Accordingly, you acknowledge and agree that Prix is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website and/or the App.
- 19.3. You agree that Prix shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website or the App.Any dealings you have with any linked websites, including advertisers, found on the Website or the App are solely between you and the third-party site, and are at your own risk.

20. RESTRICTED ACTIVITIES AND RULES RELATING TO USAGE OF THE WEBSITE AND THE APP

The user hereby agrees that it shall not itself, nor through a third party:

20.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any portion of the Website or the App for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

- 20.2. decompile, disassemble or reverse engineer any portion of the Website or the App;
- 20.3. collect service listings, descriptions or other information displayed on the Website or the App;
- 20.4. write and/or develop any derivative of the Website or any other software program based on the Website or the App;
- 20.5. modify or enhance the Website or the App. In the event of a user effecting any modifications or enhancements to the Website or the App in breach of this clause, such modifications and enhancements shall be the property of Prix;
- 20.6. without Prix's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website or the App by persons other than the user;
- 20.7. remove any identification, trademark, copyright or other notices from the Website or the App; and
- 20.8. notwithstanding anything contained to the contrary in these Terms, use the Website or the App for any purpose other than for personal, non-commercial or information purposes only.

21. RESTRICTED ACTIVITIES RELATED TO THE SERVICE

The following uses of the Service by you are prohibited by these Terms. Any account found to be created and/or used for the following purposes will be closed forthwith and where relevant, the concomitant legal action shall be taken against you:

- 21.1. The Using the Service while impersonating any person or entity, falsely claiming an affiliation with any person or entity.
- 21.2. Using the Service to make unsolicited offers, advertisements, proposals, or send junk mail or spam to others. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature.
- 21.3. Using the Service for any illegal purpose, or in violation of any local, provincial, national, or international law, including, without limitation, laws governing intellectual property, taxation and other proprietary rights and data protection and privacy.
- 21.4. Using the Service to defame, harass, abuse, threaten or defraud others, or collect, or attempt to collect, personal information about users, Beneficiaries or third parties without their consent.
- 21.5. Using the Service if you are under the age of eighteen (18).
- 21.6. Using the Service to act as a private banking institution.
- 21.7. Using the Service in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Service in an automated manner.
- 21.8. Using the Service to intentionally interfere with a user's or registered Beneficiary's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.
- 21.9. Using the Service in any way that assists you in violating any law, statute or ordinance.
- 21.10. Using the Service to send or receive what Prix reasonably believes to be potentially fraudulent funds.
- 21.11. Using your account or the Service in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to Prix, a user, a third party or you.
- 21.12. Using your account or the Service in a manner that Prix or any bank, financial institution or card payment network reasonably believe to be an abuse of the payment card system, a violation of payment card network rules or a violation of any banking rules or laws.

- 21.13. Using the Service to collect or contribute money for something that may be deemed harmful, false, misleading, unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, or racially or ethnically offensive.
- 21.14. Using the Service to control an Account that is linked to another Account that has engaged in any of the foregoing activities. Prix may use evidence other than your Account information to determine whether you control an Account in someone else's name, including but not limited to Internet Protocol addresses, common business names, phone numbers, and mailing addresses.
- 21.15. Using the Service to collect payments that support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs.
- 21.16. It is further prohibited for a Customer to use Prix or the Service to sell:
 - 21.16.1 Items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction.
 - 21.16.2 Items that promote hate, violence, racial intolerance, or the financial exploitation of a crime.
 - 21.16.3 Items that encourage, promote, facilitate or instruct others to engage in illegal activity.
 - 21.16.4 Items that promote, support or glorify acts of violence or harm towards self or others.
 - 21,16.5 Drugs, alcohol or drug paraphernalia.
 - 21.16.6 Items that are obscene or pornographic.
 - 21.16.7 Real estate or motor vehicles.
 - 21.16.8 Live animals.
- 21.17. Without in any way limiting the generality of any of the abovementioned provisions, you are specifically prohibited from:
 - 21.17.1 registering and/or transacting via fictitious accounts for any purpose whatsoever;
 - 21.17.2 using your account in order to perform money transfer transactions on behalf of any third party sender;
- 21.18. You agree that Prix may seize or freeze funds that are reasonably deemed by Prix to have resulted from fraud or any prohibited behaviour outlined in this section.

22. YOUR PRIVACY

- 22.1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed in our Privacy Policy, available at the following link. Our Privacy Policy shall be deemed to form part of and is accordingly to be read in conjunction with these Terms and Conditions. All terms defined in these Terms and Conditions shall retain their defined meaning, where used in the Privacy Policy.
 - By registering you consent,
- 22.2. To us collecting, using and storing your personal information, including cellphone number, name, identity number and transactional information. "Personal information" provided during the registration process or thereafter and your transactional information to comply with legal and regulatory obligations, including requirements in terms of the Financial Intelligence Centre Act, 2002
- 22.3. That educational and/or informative messages will be sent to you;
- 22.4. to receive notifications if your account is dormant and if it will be closed. The consent provided in terms of clause 14.1 above is voluntary, but if you do not provide such consent to us, we will not be able to open your account.

- 22.5. to processing of your personal information by us and other companies in our group, any of its operators, commercial partners, agents and sub-contractors (who may be outside South Africa and in countries that do not have similar data protection laws to South Africa) on the condition that they will keep such information confidential and will only use your personal information for the purposes of providing information about products and services to you;
- 22.6. the collection of your personal information from any other source to supplement the personal information which we have about you;
- 22.7. The retention by us of your personal information for as long as permitted for legal, regulatory, fraud prevention and marketing purposes;
- 22.8. Us using your personal information to send you information about products, services, and special offers of the various companies in our group and commercial partners that may be of interest or value to you;
- 22.9. Us conducting a credit enquiry about you with any credit bureau or credit provider and providing your personal information, including the manner in which you conduct your account, to: credit risk management services (including credit bureaux); and/or crime prevention agencies.
- 22.10. Subject to applicable law, you may access the personal information Flash has about you by contacting our call centre and request that applicable correct.

23. STORING OF CUSTOMER DETAILS

For verification purposes we reserve the right to request proof of identification in an off-line format. Your IP address and access times are tracked against your user id for the purpose of preventing fraud and creating an audit trail when sending a payment or logging onto our secure server. A cookie is a small text file that is stored on a User's computer for record- keeping purposes. We use cookies on the Website and the App and link the information we store in cookies to any personal identification information you submit while on the Website and the App.

24. **SECURITY**

- 24.1. In order to ensure the security and reliable operation of the Service for all users, Prix hereby reserves the right to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 24.2. You may not utilise the Service and/or the Website or App in any manner which may compromise the security of Prix's networks or systems, or tamper with the services provided by Prix or the Website or App in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website or App, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website or App, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Furthermore, should Prix suffer any damage or loss, civil damages shall be claimed by Prix against the user.
- 24.3. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act ("ECT Act") [specifically sections 85 to 88 (inclusive)] shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Prix and its affiliates, agents and/or partners

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:-
 - 21.1.1 "copyright" means whether existing now or in the future, in and to, the Website and the App including without limitation, designs and documentation relating thereto;
 - 21.1.2 intellectual property rights" means all intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Prix, including without limitation, Prix's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems,

methods, trademarks, trade names, styles, insignia, designs, patents and copyright relating to the Website or the App, whether registered or not.

26. PRIX ARRANGEMENTS WITH THIRD PARTIES RELATING TO THE SERVICES

- 26.1. The arrangements between Prix and any third parties shall not be construed as any form of joint venture, partnership or association of any kind, and Prix takes no responsibility whatsoever for the actions of such third parties or their employees or agents.
- 26.2. Prix, in providing its services is acting as an independent contractor, and is not an agent of any other party, nor does it or any third party have any authority to represent the other as to any matters, except as expressly authorised in these Terms.

27. DISCLAIMER RELATING TO AGENTS

It is your responsibility to ensure that when using an agent to perform a money transfer transaction that you only do so through a Prix Approved Agent, as indicated on the "Find Agents" section, available on the Website. Prix will not be at all responsible for any loss or damage incurred as a result of use of a non-approved agent.

28. DISCLAIMER RELATING TO PROFESSIONAL ADVICE

It is expressly recorded and agreed that any service available on or via this Website or the App, or any materials or information made available on or gathered from this Website or the App, is not intended to constitute legal, financial, accounting, tax, investment, consulting or other professional advice or services. Before making any such decision, please ensure that you seek advice from a qualified professional advisor.

29. DISCLAIMER OF WARRANTIES AND LIABILITIES IN RESPECT OF THE SERVICE

- 29.1. The Service is provided to you subject to your statutory rights but are otherwise provided without any warranty and not subject to any condition, express or implied, except as specifically stated in these Terms
- 29.2. Whilst Prix will do its best to maintain the operation of the Service, we do not guarantee continuous, uninterrupted or secure access to the Service and you acknowledge and agree that the operation of the Service provided by Prix may be affected by numerous factors beyond our reasonable control. The Service is provided to you subject to your statutory rights but are otherwise provided without any warranty and not subject to any condition, express or implied, except as specifically stated in these Terms.
- 29.3. We shall make reasonable efforts to ensure that money transfer transactions are processed in a timely manner. We will endeavour to make pay-outs to the Beneficiary as soon as possible, but we make no representations or warranties regarding the amount of time needed to complete processing because the Service is largely dependent upon many factors beyond our control, such as, without being limited to, delays in the banking system and telecommunication systems of mobile phone networks.
- 29.4. Whilst we will do our best to maintain the operation of our Service, we do not guarantee continuous, uninterrupted or secure access to the service and operation of the Website and the App and mobile systems may be affected by numerous factors beyond our control. We shall not be liable for any delay or failure in the provision of our services or the working of our Website, the App and Service where such failure is due to factors beyond our reasonable control, save that we will use reasonable endeavours to fulfil our obligations hereunder.
- 29.5. Prix relies on a variety of firms and partners to implement the Service. We shall not be liable for any delay or failure in the provision of the Service due to any delay or failure in the provision our partners' services or the working of their sites and services. This relates to, yet not exclusively to, SMS notifications, all banking, financial services, mobile phone network and website services.
- 29.6. Although we at all times attempt to ensure that the details of the Service offered on our Website and App are displayed and described accurately, we do not warrant same and disclaim to the maximum extent

- permitted by law any liability arising from any omissions or inaccuracies pertaining to such display and description.
- 29.7. You acknowledge that your access to the Website and the App may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the Website or App, as the case may be, as soon as we reasonably can.
- 29.8. Prix shall not be liable for any delay or failure in the provision of the Services where such failure is due to factors beyond our reasonable control, save that we will use reasonable endeavours to fulfil our obligations under these Terms.

30. DISCLAIMER OF WARRANTIES IN RESPECT OF THE WEBSITE AND APP

- 30.1. You acknowledge and agree that the materials, information and any content on this Website and the App are provided "as is" without warranties of any kind, either express or implied.
- 30.2. Director authorised by the Board –Prix makes no representations or warranties, whether express or implied, as to the availability, accuracy, completeness or reliability of any materials, information, data and/or content on the Website and the App, including without limitation
 - 30.2.1. Prix does not warrant that the Website or the App or provided/displayed information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Prix expressly disclaims all implied warranties, including without limitation, completeness, fitness for a purpose, non-infringement, compatibility, security, integrity and accuracy.
 - Whilst Prix has taken reasonable measures to ensure the integrity of the Website, the App and their contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website or App are free of viruses, Trojans, time bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and
 - 30.2.3. Prix disclaims any responsibility for the verification of any claims made on this Website or the App. In this regard, any materials, information or content published on the Website or the App may be done so in the format in which Prix receives it and statements from external parties are accepted as fact.
- 30.3. Although the information on the Website and App is presented in good faith and believed to be correct, Prix makes no representations or warranties as to the completeness or accuracy of the materials, information or content on the Website or App, or any websites or apps linked to the Website or App.
- 30.4. Certain content on the Website and the App is the property of third parties, used with their permission. The opinions expressed by third parties do not necessarily reflect those of Prix.

31. RISK, LIMITATION OF LIABILITY AND INDEMNITY

- 31.1. THE USER'S USE OF THE WEBSITE AND THE APP AND THE INFORMATION CONTAINED THEREON IS ENTIRELY AT THE USER'S OWN RISK AND THE USER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF.
- 31.2. THE TRANSMISSION OF INFORMATION VIA THE INTERNET, INCLUDING WITHOUT LIMITATION EMAIL, IS SUSCEPTIBLE TO MONITORING AND INTERCEPTION. THE USER BEARS ALL RISK OF TRANSMITTING INFORMATION IN THIS MANNER. UNDER NO CIRCUMSTANCES SHALL PRIX BE LIABLE FOR ANY LOSS, HARM, OR DAMAGE SUFFERED BY THE USER AS A RESULT THEREOF. PRIX RESERVES THE RIGHT TO REQUEST INDEPENDENT VERIFICATION OF ANY INFORMATION TRANSMITTED VIA EMAIL AND THE USER CONSENTS TO SUCH VERIFICATION SHOULD PRIX DEEM IT NECESSARY.
- 31.3. TO THE EXTENT PERMISSIBLE BY LAW: -

- 31.3.1. NEITHER PRIX, ITS AFFILIATES, SHAREHOLDERS, AGENTS, CONSULTANTS OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING (WHETHER IN AN ACTION ARISING OUT OF CONTRACT, STATUTE, DELICT OR OTHERWISE) RELATED TO THE SERVICE PROVIDED BY PRIX, THE USE OF, OR THE INABILITY TO ACCESS OR USE THE CONTENT OF THE WEBSITE OR APP ANY FUNCTIONALITY THEREOF, OR THE INFORMATION CONTAINED ON THE WEBSITE OR APP, OR OF ANY LINKED WEBSITEOR APP, EVEN IF PRIX KNOWS OR SHOULD REASONABLY HAVE KNOWN OR IS EXPRESSLY ADVISED THEREOF.
- 31.3.2. THE LIABILITY OF PRIX FOR FAULTY EXECUTION OF THE WEBSITE AND THE APP, AS WELL AS ALL DAMAGES SUFFERED BY THE USER, WHETHER DIRECT OR INDIRECT, AS A RESULT OF THE MALFUNCTIONING OF THE WEBSITE OR APP OR SERVICE SHALL BE LIMITED TO PRIX RECTIFYING THE MALFUNCTION, WITHIN A REASONABLE TIME AND FREE OF CHARGE, PROVIDED THAT PRIX IS NOTIFIED IMMEDIATELY OF THE DAMAGE OR FAULTY EXECUTION OF THE WEBSITE, SERVICE OR APP. THIS LIABILITY SHALL FALL AWAY AND BE EXPRESSLY EXCLUDED IF THE USER ATTEMPTS TO CORRECT OR ALLOWS THIRD PARTIES TO CORRECT OR ATTEMPT TO CORRECT THE WEBSITE, APP OR SERVICE WITHOUT THE PRIOR WRITTEN APPROVAL OF PRIX. HOWEVER, IN NO EVENT SHALL PRIX BE LIABLE TO THE USER FOR LOSS OF PROFITS OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE APP, THE SERVICE
- 31.3.3. YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY PRIX AND AGREE TO HOLD PRIX FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE SUFFERED OR INCURRED BY PRIX OR INSTITUTED AGAINST PRIX AS A DIRECT OR INDIRECT RESULT OF:
 - 27.3.3.1 YOUR USE OF THE WEB, APP OR THE SERVICE PROVIDED BY PRIX;
 - 27.3.3.2 SOFTWARE, PROGRAMS AND SUPPORT SERVICES SUPPLIED BY, OBTAINED BY OR MODIFIED BY YOU OR ANY THIRD PARTY WITHOUT THE CONSENT OR KNOWLEDGE OF PRIX; OR
 - 27.3.3.3 YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS OR ANY OTHER REQUIREMENTS WHICH PRIX MAY IMPOSE FROM TIME TO TIME;
 - 27.3.3.4 THE REQUIREMENTS OF ANY TELECOMMUNICATIONS AUTHORITY OR A SUPPLIER OF TELECOMMUNICATIONS SERVICES OR SOFTWARE; OR
 - 27.3.3.5 ANY UNAVAILABILITY OF, OR INTERRUPTION IN, THE SERVICES PROVIDED BY PRIX WHICH IS BEYOND THE CONTROL OF PRIX

32. BREACH & CANCELLATION

- 32.1. Prix is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website, the App and/or the Service provided by Prix, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Prix's right to claim damages, should any user:
 - 32.1.1. make breach any of these Terms;
 - 32.1.2. breach any of these Terms;

- 32.1.3. in the sole discretion of Prix, use the Website, App and/or the Service provided by Prix in an unauthorised manner; or
- 32.1.4. infringe any statute, regulation, ordinance or law.
- 32.2. Breach of these Terms entitles Prix to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Prix on an attorney and own client scale.

33. MAINTANING YOUR ACCOUNT INFORMATION

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorised disclosure or use of your email address, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify Prix.

34. GENERAL COMPLIANCE WITH LAWS

Without prejudice to any other provision set out in these Terms, you undertake that you shall at all times comply with all applicable laws, statutes, ordinances and regulations pertaining to your accessing of this Website and/or your use of the Service provided by Prix.

35. ADDRESS FOR DELIVERY OF LEGAL NOTICES

- 35.1. Except as expressly stated otherwise, any notices shall be given by email to @prixco.za or to the email address you have provided to Prix (in your case), or such other address that has been specified. Notice shall be deemed given 48 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Prix may give you notice by hand or by registered mail to the address which you have provided to Prix. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.
- 35.2. The user of this Website, the App and the Service acknowledges that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

36. **CONFIDENTIALITY**

- 36.1. All information identified by Prix as confidential or which, you should reasonably identify as confidential, including business, commercial (discounts etc), end-user, scientific or technical information, as well as any price list whether current or not, received by or made available to you pursuant to your relationship with Prix, shall be regarded by you as confidential and shall be treated accordingly and not be disclosed to third parties, or used for any purpose other than that for which it was disclosed, without the prior written consent of Prix.
- 36.2. In particular, you shall not, directly or indirectly communicate any information regarding or relating to an end-user to any third party other than in the compliance with the obligations of these terms and conditions or as may be required in law, from time to time.
- 36.3. The provisions of this clause 36 shall survive any termination of our relationship with you.
- 36.4. In order to ensure the security and reliable operation of the Service for all users, Prix hereby reserves the right to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 36.5. You may not utilise the Service and/or the Website or App in any manner which may compromise the security of Prix's networks or systems, or tamper with the services provided by Prix or the Website or App in any manner whatsoever, which shall include without limitation, gaining or attempting to gain

unauthorised access to the Website or App, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website or App, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Furthermore, should Prix suffer any damage or loss, civil damages shall be claimed by Prix against the user.

36.6. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act ("ECT Act") [specifically sections 85 to 88 (inclusive)] shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Prix and its affiliates, agents and/or partners.

37. Termination and suspension

We are entitled to cancel, terminate or suspend your use of the Prix system in respect of all transactions or selected types of transactions immediately, or any combination of these actions, as may be permissible in law, without prejudice to any of our other rights (that is, without barring or limiting any future action), if:

- 37.1. We have reason to believe that the app has been or is likely to be misused;
- 37.2. Suspect any illegal use of the app;
- 37.3. You gave false or inaccurate information;
- 37.4. You fail and/or refuse to follow our User Guide/Quick Start Guide or other instructions;
- 37.5. You are in breach of these terms and conditions or the provisions of any other agreement between us;
- 37.6. Law forces us; or
- 37.7. If we need to protect our interest.
- 37.8. We reserve the right to terminate or suspend your access to the app uponnotice, without any liability to you or any third party.
- 37.9. You may also terminate your relationship with us with immediate effect upon notice to us.
- 37.10. Upon termination you will not be entitled to redeem your prepayment or any balance thereof in cash but will be allowed to purchase airtime until the prepayment is depleted.
- 37.11. All information identified by Prix as confidential or which, you should reasonably identify as confidential, including business, commercial (discounts etc), end-user, scientific or technical information, as well as any price list whether current or not, received by or made available to you pursuant to your relationship with Prix, shall be regarded by you as confidential and shall be treated accordingly and not be disclosed to third parties, or used for any purpose other than that for which it was disclosed, without the prior written consent of Prix.

38. LIMITATION OF LAIBILITY

- 38.1. We will make every effort to ensure that the app is continually available to you.
- 38.2. The functioning of the app is, however, dependent on factors beyond our control, including but not limited to, the availability and performance of the relevant mobile telephone network, any third-party integration system which provides a service on the app, the performance and compatibility of your device with the app.
- 38.3. If the app is not available due to a factor beyond our control, or where the app is available, however, but some transactions are offline due to third parties being offline, we will not be held liable for this.
- 38.4. You use the app at your own risk. The app is not error-free and is being provided "AS IS" without warranty of any kind.

- 38.5. We will not in any circumstances be liable for any consequential or indirect losses however these may arise or for any other unusual losses. In particular, Prix shall not be liable for any financial loss, loss of business, profit, savings, revenue, or goodwill suffered or sustained by you howsoever arising.
- 38.6. We will not be liable for any claims, loss or damage resulting from claims that products or services are defective where we act as agent for the supplier thereof.
- 38.7. You indemnify Prix against any loss suffered by it, whether direct or consequential or claims instituted against Prix by virtue of your use of the app.
- 38.8. All information identified by Prix as confidential or which, you should reasonably identify as confidential, including business, commercial (discounts etc), end-user, scientific or technical information, as well as any price list whether current or not, received by or made available to you pursuant to your relationship with Prix, shall be regarded by you as confidential and shall be treated accordingly and not be disclosed to third parties, or used for any purpose other than that for which it was disclosed, without the prior written consent of Prix.

GENERAL

- 39.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed entirely within South Africa.
- 39.2. This Website, the App and the Service is controlled, operated and administered by Prix and/or its authorised service providers from offices within the Republic of South Africa. Prix makes no representation that the materials, information or content of the Website or the App are appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the materials or content of the Website are illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 39.3. If any provision of these Terms is declared by a competent court to be illegal, invalid or unenforceable for any reason, such provision shall be deemed severable from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 39.4. The failure of Prix to exercise or enforce any right or provision of these Terms, in particular with respect to a breach by you or others of these Terms, does not constitute a waiver of such right or provision, nor does it constitute a waiver to act with respect to similar or subsequent breaches.
- 39.5. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of Prix.
- 39.6. Prix shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 39.7. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.

40. **COMPANY INFORMATION**

40.3.2. Email:

COM	PANT INFORMATION	
40.1.	The legal name of the company is PRIX IGO GENERAL TRADING CC	
40.2.	We are a Close Corporation incorporated in accordance with the laws of the Republic of South Africa with registration number: (2009/085596/23)	
40.3.	We operate fromJohannesburg, South Africa and our contact details are as follows:	
	40.3.1. Telephone:	

40.3.3. Website:_	