



## TERMS AND CONDITIONS

We request that you read the following Terms and Conditions carefully, as this is a legally binding agreement between yourself and eZaga Remit (Pty) Ltd.

eZaga Remit (Pty) Ltd is appointed as an Authorized Dealer with Limited Authority (ADLA) Category 3 by the Financial Surveillance Department of the South African Reserve Bank (FinSurv) in terms of the Currency and Exchanges Manual for ADLAs issued under the Currency and Exchanges Act, 1933 and the Exchange Control Regulations for the provision of cross-border payment services.

These terms and conditions ("Terms and Conditions") govern the terms under which you may access and use the services of eZaga Remit (Pty) Ltd (and for the purpose of these Terms and Conditions "services" will include our App, website, and services provided in partnership with third party service providers. By accessing, registering with, and using the Service, you agree to be bound by these Terms and Conditions. If you do not wish to be bound by these Terms and Conditions do not access, register with, or use the Service. The language of these Terms and Conditions is English and all Services, instructions and transactions carried out in connection with it shall be in English.

This Agreement explains your **rights, obligations** and **responsibilities**, as well as those of the eZaga Remit.

These terms and conditions ("**T's and C's**") govern the terms under which you may access and use the website (and for the purpose of these T's and C's "**website**" will include our App (where applicable) and the services associated with it (together, the "**Service**"). By accessing, registering with, and using the Service, you agree to be bound by the terms of the Terms and Conditions. If you do not wish to be bound by the Terms and Conditions do not access, register with, or use the Service. The language of these Terms and Conditions is English and all Services, instructions and transactions carried out in connection with it shall be in English.

These Terms and Conditions are effective from the date on which you first access, register or use the Service. The Terms and Conditions may change from time to time, but changes will only be effective 2 months from the date they are first notified to you and will not change the terms on which you previously used the Service.

The Service was created to assist customers to send money to their family and friends, and to receive money from family and friends, around the world and the Service can only be used for person-to-person payments only. For security reasons, we recommend that you only send money through the Service to people you know personally. You must not use the Service to send money to strangers or merchants, for example sellers of goods and/or services, whether private or retail.

**Transactions are limited to R5, 000 per Transaction per day and R25, 000 per calendar month, per Sender.** We will decline Transaction Requests and/or Payment Requests in excess of these limits.

## 1. Definitions

Unless a contrary intention clearly appears, the following terms shall have the following meanings assigned to them and related expressions shall have corresponding meanings, namely –

- “Agreement”** means this document of “standard terms and conditions” read together with any other Agreements entered between the relevant parties (if any), and/or policies as well as any Annexures thereto.
- “AML”** means Anti-Money Laundering;
- “AMT”** means authenticated mobile PIN
- “App”** means the mobile application which You utilize to access the Products and Services which will be rendered and/or utilised on Your instruction;
- “App Store”** means your device’s application store from which You download the App;
- “Business Day”** means any day on which we are open for business for the execution of Transaction Requests and/or Payment Requests.
- “Confidential Information”** means all information and data of any nature whether tangible, intangible, oral or in writing and in any format or medium that is obtained or learned by, or disclosed to You, or comes to Your knowledge through Us during the course of or arising this Agreement or Your use of the Interface, Products, App and/or the Services, by any means, which by its nature or content which is ought to be reasonably identifiable as confidential or proprietary to Us, or which is

provided or disclosed in confidence, irrespective of whether it appears in written, oral, electronic or graphical format;

**“CPA”** means the Consumer Protection Act 68 of 2008, as amended, from time to time;

**“Cross-border foreign exchange transaction”** means the purchase or sale of foreign exchange with or for Rand.

**“Destination Country”** means the country in which the Payee receives money through the Service.

**“Documentation”** means integrated electronic and/or written communication published by Us, describing the Software’s functionality and intended operation;

**“Effective date”** means the date and time that You download the App, register a profile and agree to the Terms and Conditions or upon use of any of the Services or Products;

**“FICA”** means the Financial Intelligence Centre Act 38 of 2001, as amended, from time to time;

**“Field agent”** means a natural person who is employed by an ADLA or employed by a service provider contracted by an ADLA on a full time or on a contractual and/or commission basis to introduce potential clients and/or collect client identification and verification documentation on behalf of the ADLA for the purposes of onboarding a client of the ADLA.

**“Foreign nationals”** mean natural persons from countries who are temporarily resident in South Africa, excluding those on holiday or business visits.

**“Integrated form”** means the electronic or paper format of a contract between an Authorised Dealer or ADLA and its client resulting in a balance-of-payments reporting obligation. It includes a declaration to the effect that the information provided is true and correct

**“Intellectual Property”** means, collectively, all and any intellectual property including, any registered or unregistered trademark, trade name, or service mark, any patent, domain names, designs, copyright, design right, software application rights, topography rights, application to register any of the aforementioned rights, trade secrets, any right

in unpatented know-how, any right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any jurisdiction, including any licence rights and the right to take legal action;

<b>“Know-How”</b>	means all ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used in connection with Our business; all available information regarding marketing and promotion of Our products and services (including the Services); and all and any modifications or improvements to any of them;
<b>“Mobile Phone or Smart Device”</b>	means a single mobile phone or tablet with a central processing unit capable of executing instructions from a software program or via USSD, and which is used, owned or leased by You;
<b>“Merchant”</b>	means
<b>“Merchant Device”</b>	means a point-of-sale (POS) device, Mobile Phone or Smart Device.
<b>“Pay-In Partner”</b>	means partner as approved by the SARB
<b>“Pay-Out Partner”</b>	means partner as approved by the SARB
<b>“Payee”</b>	means someone who receives money through the Service
<b>“Payment Request”</b>	means a specific instruction from you to a Sender requesting a Transaction.
<b>“Payout Amount”</b>	means the amount paid out, after any foreign exchange conversion, to the Payee’s account exclusive of the Service Fee.
<b>“Prohibited”</b>	means activities which involve narcotics, steroids, pharmaceuticals, chemicals, drug paraphernalia, tobacco, seeds, plants, animals, military or semi-military goods or services, weapons (including dual-use goods), adult services

or content, bitcoin or other cryptocurrency, binary options or gambling services or any other activities that are prohibited by Ezaga policies as amended from time to time.

**“Personal Information”** has the meaning ascribed to it in the Protection of Personal Information Act 4 of 2013 and any applicable law in South Africa and/or in any other jurisdiction where the Services and/or Products are provided and/or used;

**“POPIA”** means the Protection of Personal Information Act 4 of 2013, as amended, from time to time;

**“Processing”** has the same meaning as “processing” as defined in POPIA, which for instance will include (subject to the provisions of POPIA, which may be amended from time to time): collecting, storing, collating, using, modifying, sending, distributing, deleting and destroying Personal Information;

**“Product specifications”** means specific features of products offered by us, including but not limited to minimum deposits, minimum balances and service fees;

**“QR Code”** means a Quick Response Code generated to enable you to process Transactions. It is a machine-readable code consisting of either an array of black and white squares or a linked numeric code, typically used for storing URLs or other information. The QR Code can be a Static QR Code or a Dynamic QR Code. A **“Static QR Code”** means a QR code that has a predetermined value or will allow the Customer to input a value; and a **“Dynamic QR Code”** means a QR code that is linked to specific purchases;

**"Recipient"** means: a Payee; or in the event that you are using the Service to send a Payment Request, someone who receives the Payment Request

**"Sender"** means someone who uses the Service to send money.

**"Service Fee"** means Ezaga’s fee plus any additional charges or Local Taxes applicable to each Transaction, which Ezaga may charge in

its sole discretion in accordance with applicable laws, as may be described on the Ezaga website from time to time.

<b>"Service Provider"</b>	means a local bank, money exchange house, or other third party service providers (e.g. mobile network operators) in the Destination Country with whom Ezaga works to provide the Service.
<b>"Transaction"</b>	means the transfer of money through the Service.
<b>"Transaction Amount"</b>	means the amount of money that the Sender wishes to send to the Payee as a Transaction, excluding any applicable Service Fee and prior to any foreign exchange conversion.
<b>"Transaction History"</b>	means the record of your Transactions on our system which you may access using your email and password registration details.
<b>"Transaction Request"</b>	means a specific instruction from you requesting us to send money to a Payee through the Service.

## **2. Our Obligations**

**2.1** Subject to these Terms and Conditions, we agree to provide the Service to you using reasonable care. You acknowledge that the Service may not be available, in whole or in part, in certain regions, countries, or jurisdictions.

**2.2** We are not obliged to process any Transaction. When you submit a Transaction Request, you request that we process the Transaction on your behalf and consent to the execution of the Transaction. We may, in our sole discretion, choose whether to accept the offer to process that Transaction. If we decide not to process the Transaction, we will notify you promptly of that decision and repay you the Transaction Amount received by us if we are not prohibited by law from doing so. If we choose to proceed with the Transaction, we may still be within our reasonable discretion and while acting fairly suspend or cancel it in our discretion.

**2.3** Ezaga reserves the right to modify or discontinue the Service or any part of the Service without notice, at any time and from time to time, provided that such modifications or the cessation of the Service will only apply to future Transactions.

2.4 We may, in our absolute discretion, refuse any Transaction Request or, and in our reasonable discretion, impose limits on the Transaction Amount. We may do so either on a per Transaction basis or on an aggregate basis, and either in respect of one set of registration details or one Payment Instrument or on related sets of registration details or Payment Instruments.

2.5 Delivery times quoted on our service levels or elsewhere on our website are representative for the “normal” / average service and are not a guarantee of an individual Service or Transaction time.

2.6 We will attempt to process Transactions promptly, but any Transaction may be delayed or cancelled for several reasons including but not limited to: our efforts to verify your identity; to validate your Transaction instructions; to contact you; or due to variations in business hours and currency availability; or otherwise, to comply with applicable law.

2.7 We may send and receive notifications in relation to Transactions by email and SMS. We will provide you with information after receipt of a Transaction Request enabling you to identify the Transaction, along with details of the amount of the Transaction in the currency used in the Transaction Request, our Service Fee, exchange rate and the date on which the Transaction Request was received.

2.8 We will attempt to provide Senders and Recipients with up-to-date information regarding the location and opening hours of our Service Providers by means of information on our website. However, you agree that Ezaga shall not be held responsible for any inaccuracies that may appear in that information or any consequential loss which may result from incorrect or incomplete information.

### **3. Your Obligations**

3.1 You agree that you will not access, use or attempt to use the Service to provide any Instructions unless you are at least 18 years old, and that you have the legal capacity to form a binding legal contract in any relevant jurisdiction; you will not submit a Transaction Request or Payment Request in excess of the limits set out.

3.2 Where permitted by applicable law, we do not accept any liability for loss or damages to you or any third party resulting from non-payment or delay in payment of a Payout Amount to a Payee or failure to perform an Instruction under the Service if you are in breach of your obligations listed in clause 3.1.

- 3.3 When you are using the Service under these Terms and Conditions, it is your responsibility to make sure all the details are accurate before submission. Once a Transaction Request has been received it is not normally possible to change any details of that Transaction Request. You will be given the opportunity to confirm Transaction Requests before submission and you must check the details carefully.
- 3.4 The total amount (the Transaction Amount, Service Fee and other applicable fees and charges) that you will be required to pay, and the relevant exchange rate will be displayed clearly on the website before you are asked to confirm your Transaction and proceeding with the Transaction at this point is entirely optional.
- 3.5 When you pay a Transaction Amount in one currency and the Payout Amount is in another currency, there will be a difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you. Ezaga and its Service Providers usually make a small profit in these circumstances. We guarantee you the Payout Amount in local currency. The margin taken on foreign currency exchange covers our risk in guaranteeing this. If a Payee's account is denominated in a currency other than the currency you instructed us to make payment in there may be delays, additional charges or different exchange rates. The Sender is therefore responsible for ensuring that the currency requested for the Transaction matches the currency of the account where the funds are to be delivered.
- 3.6 Ezaga will have no responsibility for any fees or charges you may incur by the use of a particular Payment Instrument to fund a Transaction. These may include but are not limited to unauthorised overdraft fees imposed by banks if there are insufficient funds in your bank account or "cash advance" fees and additional interest which may be imposed by credit card providers if they treat use of the Service as a cash transaction rather than a purchase transaction.
- 3.7 Both you and the Recipient will only act on your own behalf. You may not submit an Instruction or receive a Transaction on behalf of a third person. If you intend to submit an Instruction or receive a Transaction on behalf of a third person, you must first inform Ezaga of your intention to do so and provide us with any additional information about the third person we may request in order that we may decide whether to permit the Instruction or Transaction.



3.8 In using the Service you will comply with these Terms and Conditions as well as any applicable laws, rules or regulations. It is a breach of these Terms and Conditions to use the Service to send Transaction Amounts: (i) to a Payee who has violated the Terms and Conditions, or (ii) in connection with illegal activity including but not limited to money-laundering, fraud and the funding of terrorist organisations. If Ezaga reasonably believes you are using the Service in connection with illegal activity or for any fraudulent purpose, or are permitting a third party to do so, Ezaga may report you to the appropriate legal authorities.

3.9 When using our website or the Service or when interacting with Ezaga, with another user or with a third party, you will not:

- breach these Terms and Conditions, or any other agreement between you and Ezaga;
- create more than one registration without our prior written permission;
- provide false, inaccurate, or misleading information;
- allow anyone else access to your registration details, and you will keep those details safe and secure;
- refuse to provide confirmation of any information you provide to us, including proof of identity, or refuse to co-operate in any investigation
- use an anonymising proxy (a tool that attempts to make activity untraceable); or copy or monitor our website using any robot, spider, or other automatic device or manual process, without our prior written permission.
- **You acknowledge that nothing in these Terms and Conditions or in any other information provided by Ezaga as part of the Service is intended to be, nor should it be construed to be, legal or other advice. If required, you agree to consult your own professional advisers as to the effects of South African or foreign laws which may apply to the Service.**

#### **4. Fees, Charges and Costs (will be published online)**

4.1 The fees chargeable for different transactions using the services may be changed from time to time with no notice.

4.2 All transaction fees will be provided during each transaction and are also available online. Fees may change from time to time.

4.3 You will also be responsible for all standard data costs associated with the download and use of the App and/or WhatsApp and/or the Interface/System.

4.4 You will indemnify Us against any losses resulting from:

- You failing to pay the relevant costs or fees;
- You providing the wrong recipient/payment information;
- Someone else carrying out a payment instruction without Your permission;
- The recipient of any funds for purposes other than foreseen or intended by You.

## 5 **Provisions of The Consumer Protection Act, 2008 (“CPA”)**

- 5.1 The provisions of this Agreement contain assumptions of risk and/or liability by You. It furthermore limits and excludes liabilities, obligations and legal responsibilities, which We will have towards You and other persons.
- 5.2 The provisions of this Agreement also limit and exclude Your rights and remedies against Us and place various risks, liabilities, obligations and legal responsibilities on You.
- 5.3 These provisions may result in You being responsible for paying additional costs and amounts and We may also have claims and other rights against You.
- 5.4 Amongst others, please make sure to consider the provisions of the Risk clauses herein below very carefully, as they have an impact on the risks You carry in making use of the Software and the Services, and on Our liability to You.
- 5.5 To the extent that any Services provided under this Agreement are governed by the CPA, no provision in this Agreement is intended to contravene the applicable provisions of the CPA, and therefore all provisions of this Agreement must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with

## 6 **Our Right to Refusal, Suspension or Cancellation of Transactions**

- 6.1 We may refuse any Transaction Request, Payment Request or Transaction at any time for any reason (or cancel it where relevant). Notwithstanding this, we set out here some examples of when that may occur.
- We may refuse or cancel Transaction Requests or Transactions where we have reason to believe that the Service is being used, whether by you or the Recipient, in furtherance of illegal, fraudulent or Prohibited activities.
  - We may refuse or cancel Transaction Requests or Transactions from certain Senders or to certain Payees, including but not limited to entities and individuals on restricted or prohibited lists issued from time to time by any government authorities, if we are required to do so by law, or where we have reason to believe processing the

Transaction Requests would violate anti-money laundering or counter-terrorism financing laws and regulations. We may refuse to process a Transaction funded from certain Payment Instruments where we have reason to believe the security of the Payment Instrument has been compromised or where we suspect the unauthorised or fraudulent use of the Payment Instrument.

- We may refuse or cancel Transaction Requests or Transactions if Ezaga reasonably believes you are using the Service to purchase goods or services from third parties you do not know or trust or merchants.
- We may refuse or cancel Transaction Requests, Payment Requests or Transactions if:
  - Ezaga is unable to verify your identity;
  - Ezaga is unable to verify the identity of the Recipient;
  - You do not comply with information requests pursuant to clause 5.4; or
  - Ezaga reasonably believes you are using the Service, or allowing it to be used, in breach of these Terms and Conditions or any applicable laws, rules or regulations.
- Where Ezaga has refused or cancelled a Transaction Request, Transaction or Payment Request, Ezaga may also, at its discretion, temporarily or permanently suspend your Registration.
- Where Ezaga temporarily or permanently suspends your Registration, or refuses or cancels a Transaction Request, Payment Request or a Transaction in accordance with this clause 4, Ezaga shall be entitled to retain any Service Fees already incurred.

6.2 In order to comply with our obligations under relevant laws, we reserve the right to ask for further information or evidence relating to the purpose of a Transaction.

## **7 Your Right to Cancellation and Refunds**

7.2 To the extent permitted by law, once we have received your Instruction, **you do not have** the automatic right to revoke it.

7.3 Ezaga may, in its absolute discretion, or will if required/allowed by law, attempt to cancel, or recall your Instruction if you have informed us that you wish to revoke it. In some cases, Ezaga may have initiated an irreversible request for funds to be paid out to your Payee by a Service Provider and therefore cannot guarantee cancellation will be successful. For successful revocations Ezaga will normally refund your money, less any reasonable

revocation, recall or tracing charges and any Service Fees already charged, within seven (7) Business Days.

8.4 If you, have any problems using the Service; or are aware of any unauthorised or incorrectly executed Transactions; you should contact us without delay, and in any event no later than 13 months after the date the Transaction Amount was debited, upon becoming aware of the unauthorised or incorrectly executed Transaction. A request for a refund must be submitted by email to [support@ezagaremit.com](mailto:support@ezagaremit.com), giving the Sender's full name, address, and phone number, together with the Transaction tracking number, Transaction Amount, and the reason for your refund request.

8.5 If we have executed the Transaction in accordance with the instructions you have provided to us, and that information proves to have been incorrect, **we are not liable for the incorrect execution of the Transaction**. We will however make reasonable efforts to recover the funds. We may charge you a reasonable fee, reflective of our efforts, to do so.

8.6 Where Ezaga has executed the Transaction otherwise than in accordance with your Instruction, subject to clause 10.2, Ezaga will refund the full amount debited. Unless there are exceptional circumstances, **no adjustment will be made for any currency fluctuations which may have occurred between the time you pay us the Transaction Amount and the time of credit**.

8.7 Any refunds will be credited back to the same Payment Instrument used to fund the Transaction and in the same currency.

8.8 You acknowledge that any cooling off rights available in terms of the Electronic Communications and Transactions Act, 25 of 2002, do not apply in relation to these Terms and Conditions, by virtue of section 42(2)(d) thereof or otherwise. In the event that such cooling off rights do apply, you hereby agree that you waive such rights in relation to this Agreement and to any Transaction.

## **9 Payment Requests**

9.1 You agree that you will not send Payment Requests to strangers, people you do not know personally or merchants/pay-in partners.

9.2. You acknowledge that the Service may not be available, in whole or in part, in certain regions, countries, or jurisdictions.

9.3 We are not obliged to process any Payment Request. When you submit a Payment Request, you are requesting that we process the Payment Request on your behalf and consenting to us contacting the Sender for these purposes.

- 10.4 We may, in our sole discretion, choose whether to process that Payment Request, or impose limits on Payment Requests. In particular, we may refuse Payment Requests and/or suspend or cancel your account with us where:
- you are in breach of clause 3,
  - we have reason to believe that the Service is being used, whether by you or the Sender, in furtherance of illegal, fraudulent, or Prohibited activities, or
  - we are required to do so by law (including applicable anti-money laundering and counter-terrorism legislation) or
  - we are unable to verify either your identity or that of the Sender.
- 10.5 Cancellation of Payment Requests. Once we have received your Payment Request, **you may not cancel it**. In such circumstances you would need to contact the Sender separately and explain that you require the Payment Request to be treated as cancelled. Please therefore ensure that your Payment Requests are legitimate, accurate and complete.
- 10.6 Cancellation of Transactions. The cancellation of Transactions shall be administered in accordance with these T's and C's. You shall assist and co-operate with us in relation to all cancellation requests we receive from Senders after a Transaction has been initiated following your Payment Request. You shall, upon request from us, promptly refund to us or a third party of our choice (including the Sender) all monies you receive from Transactions where we reasonably believe that such Transactions have resulted from your use of the Services in contravention of these Terms and Conditions.

## **11 Collection of Your Information**

- 11.1 **Popi and Privacy Policy.** You consent to our processing your personal information for the purposes of providing the Services, including for verification purposes as set out in this clause. You also consent to the use of such data to enable us and our authorised third parties to communicate with you, and for statutory, accounting, and archival purposes and marketing, in accordance with the terms of Ezaga's Popi and Privacy Policy. We will not use your personal information collected by us for any purpose other than the purposes indicated in these T's and C's or Ezaga Popi and Privacy Policy. You acknowledge that you have read and consented to Ezaga's Popi and Privacy Policy.
- 11.2 **Verification and Checks.** We will verify your residential address and personal details to confirm your identity. We may also pass your personal information to a credit reference agency, which may keep a record of that information. This is done only to confirm your identity, we do not perform credit checks and therefore your

credit rating will be unaffected. In terms of the applicable law, we may also need to verify the identity of a Recipient in the same way All information provided by you will be treated securely and strictly in accordance with the Protection of Personal Information Act, 2013 and other applicable data protection laws. By accepting these T's and C's you authorise us to make any inquiries we consider necessary to validate the information that you provide to us. We may do this directly, for example by asking you for additional information, or requiring you to take steps to confirm ownership of your Payment Instruments or email address; or indirectly, for example by verifying your information against third party databases.

- 11.3 **Customer Identification.** South African law requires all financial institutions to assist in the fight against money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers. We will require you to supply us with personal identifying information relating to you and the Recipient and we may also legally consult other sources to obtain information about you and the Recipient. The information we collect is limited to the personal information necessary to verify your identity.
- 11.4 Ezaga may, as necessary in providing the Service, store all information required of a Recipient to prove his or her identity or associated with their specific Instruction. Such documents may include a suitable form of valid, unexpired identification from a list of acceptable papers provided by the Service Provider, and/or a transaction tracking number, a personal identification number (PIN), a "password", or other similar identifiers.
- 11.5 **Government Disclosures.** We may be required by law to provide information about you, your use of the Services and your Instructions to government, FinSurv or other competent authorities as described in our Popi and Privacy Policy. You acknowledge and consent to us doing this.

## **12 Intellectual Property**

The Ezaga Remit website and the Services, the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by us, our affiliates, or third parties. All rights, title and interest in and to the Ezaga Remit website and the Service shall remain our property and/or the property of such other third parties.

The Ezaga website and the Ezaga Remit Service may be used only for the purposes permitted by these T's and C's or described on the website. You are authorised solely to view and to retain a copy of the pages of the Ezaga Remit website for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in

the transfer or sale of, post on the internet, or in any way distribute or exploit the Ezaga Remit website, the Ezaga Remit Service or any portion thereof for any public or commercial use without our express written permission. You may not:

- use any robot, or other automated device to access the Ezaga Remit website or the Ezaga Remit Service; and/or
- remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Ezaga website. The name “Ezaga Remit” and other names of ownership of Ezaga products and/or services referred to on the Ezaga website are our exclusive marks or the exclusive marks of other third parties. Other products, services and company names appearing on the website may be trademarks of their respective owners, and therefore you should not use, copy or reproduce them in any way.

### **13 Warranties and Liability**

We warrant that We are the owners of or have valid title to the Software and are entitled to grant the rights to You as envisaged in this Agreement.

We do not warrant that the Services or the Software will be completely free from errors or that errors will be corrected completely, nor that it will meet Your requirements, nor that it will operate in all combinations selected for use by You

You acknowledge that whilst We take reasonable care to exclude-known viruses, malware, worms and Trojan horses from the Software, no warranty is given that the Software is free of viruses, worms or Trojan horses.

You agree that We shall not be responsible for any malfunction, non- performance or degradation of performance of the Software which is caused by or results from, directly or indirectly, any alteration to, adjustment of, attachment to, or modification of the Software by anyone other than Us.

We will also not be responsible if You insert the incorrect amount for the cashing- out of or transfer of funds.

Where we have materially breached these T’s and C’s causing a Sender loss, we will refund the Sender the Transaction Amount and the Service Fee

If a Transaction is delayed or fails, or if an executed Transaction is not authorised, you may have a right to receive a refund or compensation under laws relating to the provision of international money transfer services. In the case of any unauthorised or incorrectly executed Transaction, any such right may be prejudiced if you do not notify us of the

unauthorised or incorrectly executed Transaction without delay, or in any event within thirteen months after the debit date. We will provide you with the further details of your rights to a refund or compensation.

Any claim for compensation made by you must be supported by any available relevant documentation.

We do not, in any event, accept responsibility for:

- any failure to perform the Services (e.g. your Instruction) as a result of circumstances which could reasonably be considered to be due to abnormal and unforeseen circumstances or outside our control or due to our obligations under any applicable laws, rules or regulations;
- malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;
- any losses or delays in transmission of messages arising out of the use of any internet or telecommunications service provider or caused by any browser or other software which is not under our control; or
- errors on the website or with the Service caused by incomplete or incorrect information provided to us by you or a third party

Where you are sending a Transaction Amount to a Payee who is not registered with us, you agree to accept the provisions of this clause not only for yourself, but also on behalf of the Payee.

Your relationship is with Ezaga only. You agree that **no affiliate** or agent of Ezaga owes you any duty of care when performing a task which would otherwise have to be performed by Ezaga under its agreement with you

You understand and acknowledge that **you are liable for all losses incurred in respect of an unauthorised Transaction or Instruction or any other unauthorised use of the Service**, where you have acted fraudulently or negligently and you agree to be responsible for and hold harmless Ezaga, our subsidiaries, affiliates, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of your use or misuse of the website or Service, all activities that occur under your password or account e-mail login, your violation of these T's and C's or any other violation by you of the rights of another person or party.



## 15. Use of the App

15.1 In consideration of you agreeing to abide by these T's and C's, we grant you a non-transferable, non-exclusive licence to use the App, subject to these T's and C's and our Popi and Privacy Policy applicable app-store terms as may be amended from time to time. In the event of an amendment to these T's and C's, we will provide you with 30 days' prior notice. You should regularly review this page to ensure that you are satisfied with any changes. The revised version of this Agreement will apply after the expiry of the 30 day period. If you are not satisfied with the revisions made, you should stop using the App immediately. All other rights are reserved by us.

Except as expressly set out in these Terms and Conditions or as permitted by any local law, you agree:

- not to copy the App (except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security); and
- not to rent, lease, sub-license, loan, alter, translate, merge, adapt, vary or modify the App.

15.2 The ways in which You can use the Ap, USSD payment platform and any other related Services may also be controlled by the rules and policies of the App store from which You download the App

15.3 In the event that there exists a conflict between any term, condition, or provision contained within this Agreement, and in any term, condition, or provision contained within the relevant App or App store terms, the term, condition, or provision contained therein shall take preference.

15.4 We only supply the App for domestic and private use. You agree not to use the App for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Specifically, and without limitation, we do not accept any liability for loss or damages to you or any third party resulting from any delay in us processing an Instruction or refusal by us to execute a Transaction pursuant to these T's and C's

15.5 The App is provided to you free of charge and as a result no representations, conditions, warranties, or other terms of any kind are given in respect of the App unless these are required to be given pursuant to applicable law, and all statutory warranties and conditions are fully excluded possible under applicable law.

15.6 In relation to your use of the App, we do not, in any event, to the extent permitted by law, accept responsibility for:

- any failure to perform the Services, or any losses or delays in the transmission of messages, due to circumstances outside our control or due to our obligations under any applicable laws, rules or regulations;
- malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages we send to one another;
- errors in the App or with the Service caused by incomplete or incorrect information provided to us by you or a third party; or
- any loss or damage you suffered by you because of you using our App on a 'rooted' or otherwise modified device.

## **17 Electronic Communications**

17.1 You acknowledge that these T's and C's shall be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- these T's and C's and any amendments, modifications or supplements to it;
- your records (e.g. of transactions) through the Service;
- any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by law;
- any customer service communications, including without limitation communications with respect to claims of error or unauthorised use of the Service; and
- any other communication related to the Service or Ezaga.

17.2 The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks may not always be secure, and is subject to possible loss, interception, or alteration

17.3 Accordingly, We do not assume any liability, without limitation, for any loss or damage You may experience or costs You may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Software, App, Services or e-mail to Us containing Your Personal Information.

17.4 We will take reasonable steps to safeguard the privacy of and keep confidential the information You provide to Us and will treat such information in accordance with the provisions of this Agreement. Under no

circumstance, unless and only to the least extent required otherwise by applicable law, will the information You provide to Us create any fiduciary obligations for Us, or result in any liability for Us in the event that, in spite of Us taking reasonable steps to prevent it, such information is lost, damaged or destroyed, or accessed or processed by third parties, without Your or Our consent.

- 18.3 In order to access and retain Communications, you must have or have access to the following:
- an e-mail account, e-mail software capable of interfacing with Ezaga's e-mail servers and the capability to read e-mail from Ezaga, and a device and internet connection capable of supporting the foregoing; and
  - sufficient electronic storage capacity on your electronic device's hard drive or other data storage unit;
  - In addition, you must promptly update us with any change in your email address by updating your profile at [www.ezagaremit.com](http://www.ezagaremit.com) or the App

## **19. Termination**

- 19.1 You may terminate these T's and C's on one month's written notice. We may terminate these T's and C's upon two months' notice.
- 19.2 Apart from the provisions in clause 13.1 these T's and C's may be terminated with immediate effect where specified below:
- the other party becomes, or the terminating party reasonably believes or becomes aware that the other is likely to become, insolvent or is declared bankrupt, or has committed any act of insolvency under applicable law;
  - the other party commits a material breach of any provision of these T's and C's;
  - if Ezaga is the terminating party, where you use the Service, the website or the App in a way that is disruptive to our other customers, or you do anything which in our opinion is likely to bring us into disrepute;
  - if Ezaga is the terminating party, where you through any means of communication intimidate, harass or threaten Ezaga or its employees with violence, property damage or any other offensive, indecent or hateful material;
  - if Ezaga is the terminating party, where you breach or attempt to breach the security of the website or App (including but not limited to: modifying or attempting to modify any information; unauthorised log-ins, unauthorised data access or deletion; interfering with the service, system, host or network; reverse engineering of any kind; spamming; hacking; falsifying data;

introducing viruses, or other destructive or damaging programs or engines; or testing security in any way); or

- if Ezaga is the terminating party, where you are, in Ezaga's reasonable belief, using the Service in connection with fraudulent, illegal, or Prohibited activity, or permitting a third party to do so.

## **22. Complaints**

- 22.1 If you wish to make a complaint about any aspect of the Ezaga service, please send your complaint in writing to the address shown on the Contact Us page of our website.
- 22.2 We will acknowledge receipt of your complaint within 2 Business Days. We will investigate your complaint and come back to you with the results of our investigation no later than 7 Business Days after the receipt of our acknowledgement of your complaint.
- 22.3 If you are not satisfied with the manner in which we have dealt with your complaint, or the outcome, then you may refer the matter to the National Consumer Commission, Building C – South African Bureau of Standards Campus, 1 Dr. Lategan Road, Groenkloof, Pretoria, Tel No +27(12)428 7000, Email: [complaints@thenc.org.za](mailto:complaints@thenc.org.za).

## **23. GENERAL**

- 23.1 Governing law: this Agreement will be governed by South African law and the parties submit to the jurisdiction of the South African Courts.
- 23.2 No Waiver: The failure of you or us to exercise or enforce any right or provision of the T's and C's shall not constitute a waiver of such right or provision.
- 23.3 Modification: We may modify these T's and C's from time to time on 30 days' notice to you, except as may be otherwise required by law. You can review the most current version of the T's and C's at any time by reviewing the website. You may terminate your use of the Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you shall be deemed to have accepted that amendment or modification. You agree that you shall not be permitted to modify these T's and C's without our express written agreement to such modification, and acknowledge that any attempts by you to modify these Terms and Conditions shall be void.

- 23.4 **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements relating to the subject matter of this agreement.
- 23.5 **Severability:** If any provision of the T's and C's is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavour to give appropriately valid effect to the intention of the Terms and Conditions as reflected in the provision, and the other provisions of the Terms and Conditions shall remain in full force and effect.
- 23.6 Any external links to third-party websites on the website are provided as a convenience to you. These sites are not controlled by us in any way, and we are not responsible for the accuracy, completeness, legality or any other aspect of these other sites including any content provided on them. You access such websites at your own risk.