



Terms & Conditions of use of PayGenius

By accepting these Terms & Conditions, you bind yourself to the terms and conditions contained herein, including certain terms which:

- limit and exclude obligations, liabilities and legal responsibilities which we may have towards you and also limit and exclude your rights and remedies and place various risks, liabilities, obligations and legal responsibilities on you, including clauses 6.2.5, 6.2.6, 9.3, 13.5, 14.4, 15.1, 15.5, 15.8, 15.9, and 15.10;
- require you to assume risk or liability and may limit your rights and remedies to claim against us, including clauses 6.1.3, 6.2.5, 9.2, 10.1.2, 10.1.3, 12.3, 15.2, 15.3 and 15.4;
- require you to indemnify us against certain loss and liability may place various risks, liabilities, obligations and legal responsibilities on you and may entitle us to payment from you of the amount of such claims, including clauses 6.2.6, 9.3, 9.5, 12.3, 13.3 and 16; and
- constitute acknowledgment of certain facts by you. You must read each clause carefully and ensure that such acknowledgment is true and correct. If it is not true and correct, that acknowledgment may limit your rights to later claim that you were not aware of those facts or that the acknowledgment is not true and correct. See clauses 3.4, 4.4, 12.3, 14.4, 15.7, 18.3 and 21.2 in this regard;
- regulate how we use your personal information. See our Privacy Policy in particular in this regard. By clicking to accept this Terms & Conditions you expressly consent to us collecting, storing and using your personal information as described in the Privacy Policy.

Before you register to become a PayGenius user you must read, agree with and accept all of the terms and conditions contained in this Wallet Terms & Conditions (including the Privacy Policy and other policies or documents incorporated herein by reference) ("Terms & Conditions").

These Terms & Conditions are a contract between you and PayGenius, registration number 2008/022833/07 (hereinafter referred to as "PayGenius" or "we", "us", "our"), which owns and operates www.paygenius.co.za ("Website"), associated mobile applications and the services offered thereon.

These Terms & Conditions apply to your use of the various payment services made available to you by PayGenius ("Services") when you subscribe for a virtual 'PayGenius Wallet' ("Wallet"). If you do not agree to be bound by the terms and conditions of these Terms & Conditions, you may not register, use or access the Services.

This is an important document which you must consider carefully when choosing whether to use the Wallet and/or any of the Services at any time. These Terms & Conditions highlights the risks in using the Services and provides guidance on how to effect online and mobile payments using the Services. We strongly recommend that, as you read these Terms & Conditions, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a PayGenius user.

1. CHANGES TO THESE TERMS & CONDITIONS

1.1 These Terms and Conditions (including the Privacy Policy and other policies or documents referred to herein) may be changed from time to time upon reasonable notice to you. Upcoming material changes will be posted 30 days prior to their effective date on the Website.



1.2 If you do not agree to any amendment made to these Terms & Conditions from time to time, you will be entitled to terminate your Wallet as provided in clause 18 below.

2. THE LEGAL RELATIONSHIP BETWEEN YOU AND PAYGENIUS

2.1 PayGenius is a South African company, registration number 2008/022833/07, which in turn, is a company falling within the Energy Intelligence group of companies.

2.2 These Terms & Conditions governs the relationship between PayGenius and users who have registered with PayGenius for the Wallet (“Users”), so as to be able to make online and mobile payments using the Services. It highlights the benefits and risks associated with using such Services (including the possibility of unauthorised transactions occurring from a User’s Wallet) and provides guidance on how to effect payments using the Services. Note that the Services are, and your use of the Services is, subject to all policies and/or rules which are posted in conjunction with those Services from time to time, which policies and/or rules are hereby incorporated by reference into, and form part of, these terms & conditions.

2.3 Legally binding contract: This document will become a legally binding contract between you and PayGenius once you electronically accept the terms and conditions contained herein and you electronically submit your registration information and PayGenius confirms that your registration is complete and has been accepted. By registering to become a Wallet User, you agree to the terms and conditions set out in this document, including those terms and policies incorporated by reference herein. You may not use the Services unless you agree to this Terms and conditions. By completing the registration process, you are deemed to have read and agreed to all the terms and conditions of this document.

3. REGISTRATION REQUIREMENTS AND USER ELIGIBILITY

3.1 Registration: In order to use the Services, you must accept the terms of these Terms & Conditions and complete the registration process for a Wallet. If acceptable to PayGenius as contemplated in clause 3.4 below, PayGenius will confirm your registration is complete and has been accepted.

3.2 Limitations:

3.2.1 you may only hold one Wallet.

3.2.2 you may not act as an agent for another person or open or operate a Wallet for another person.

3.2.3 beneficial ownership of all or part of your Wallet by a third party is not permitted.

3.3 Eligibility: You will only be eligible to obtain a Wallet and use the Services if you meet the following eligibility requirements:

3.3.1 if you are an individual, you must be at least 18 years old and have the legal capacity to conclude legally binding contracts; or

3.3.2 if you are a company, corporation or some other form of legal entity (“Legal Entity”), the individual making application for the Wallet on your behalf must be at least 18 years old, have the legal capacity to conclude legally binding contracts, and be duly authorised to conclude contracts on your behalf.



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If you do not meet the aforesaid eligibility criteria, you may not register to become a User. By registering as a User, you (or in the case of clause 3.3.2 above each of you and the person submitting the registration and/or accepting this Terms and Conditions on your behalf), warrant that you have contractual capacity to enter into this agreement and meet the eligibility criteria.

3.4 Refusal: Compliance with the registration and eligibility requirements does not automatically entitle a person to a Wallet and/or the use of the Services. PayGenius may at its sole discretion (acting reasonably) accept or refuse the application of any person. Reasons for such refusal may include, for example, that you have previously been suspended from our Services or you pose an unacceptable level of risk.

4. COMMENCEMENT AND DURATION OF SERVICES

4.1 The Wallet Services will commence upon PayGenius's confirmation of your successful registration as a User and will endure indefinitely, subject to termination in accordance with clause 18 below.

4.2 You acknowledge that these terms and conditions (as amended from time to time) will continue to bind you for as long as you use any of the Services.

5. NATURE OF THE SERVICES WE PROVIDE TO USERS

5.1 Scope: Although PayGenius provides a range of online payment related services to both payment makers and payment receivers, these Terms & Conditions only regulates the services provided by PayGenius to persons wanting to make online and mobile payments to third parties using the Wallet. You appoint PayGenius to act as your agent to manage the Wallet and to receive funds and expend funds on your behalf in accordance with these Terms & Conditions, which appointment PayGenius accepts.

5.2 Nature of Wallet: The Wallet operates like a virtual wallet in which your credit card details and/or cash can be stored and then utilised to make payments to those sellers of products and/or services who support payments made via the Wallet (as are listed from time to time on our Website) ("Merchants") as well as to other Users. Merchants who support Wallet payments may change over time and may include Merchants who operate online stores as well as physical stores. The precise way in which the Wallet facilitates credit card payments and cash payments is set out in clauses 6 and 7 below, respectively.

5.3 Access to Wallet: You will be able to access your Wallet and the Services when logged in on the Website, as well as via an unstructured supplementary service data service, being a service provided through a mobile network operator that allows you to access your Wallet by entering a PIN ("USSD"). The PayGenius USSD service is accessible by dialing *120*7298# on your mobile phone.

5.4 Acknowledgements by User: Although PayGenius acts as a payment service provider by facilitating the making of payments by its Users via electronic channels, you acknowledge and agree that:

5.4.1 PayGenius is not a remittance business;

5.4.2 PayGenius is not a bank and does not offer banking services;

5.4.3 in providing the Services, PayGenius acts solely upon and in accordance with your instructions; and

5.4.4 PayGenius is not a common carrier or public utility.



6. CREDIT CARD PAYMENT SERVICE

6.1 Loading your credit cards:

6.1.1 When logged into your Wallet, you can store credit card details, including inter alia the credit card number, the date of expiry and the card holder's name ("Card Details"), in respect of any of the following credit cards accepted by PayGenius: VISA, MasterCard, or Diners Club International ("Card").

6.1.2 You may store up to a maximum of 15 Cards on your Wallet.

6.1.3 Any Card Details entered by you are encrypted and stored in our secure Payment Card Industry ("PCI") compliant environment.

6.2 Using your Cards:

6.2.1 When you purchase goods and services online at a website (or mobi site) which enables Wallet Payments and you select to pay using a Card stored virtually in your Wallet, you will be able to make your purchase without having to provide your Card Details to such Merchant. Instead, you will be directed to enter your PayGenius username, password and the relevant Card's CVV number, and PayGenius will authenticate you as being a User, retrieve your encrypted Card Detail from our secure PCI compliant environment and process the payment against your Card on behalf of the Merchant. You hereby consent to PayGenius providing your Card Details to the relevant Merchant if PayGenius determines it is necessary for purpose of or in relation to such transaction.

6.2.2 Should a Merchant refund you for any reason, as with any other credit card transaction, the refund will be processed onto your Card.

6.2.3 Note that, depending on the type of services we provide to the relevant Merchant, your monthly bank-issued Card statement will reflect the Payment as one made either to the relevant Merchant or to PayGenius.

6.2.4 The applicable transaction cost may apply to the service enabling you to load your wallet with any if your credit cards.

7. CASH PAYMENT SERVICE

7.1 Loading your cash:

7.1.1 When logged into your Wallet, you can load cash into your Wallet by paying funds into PayGenius's bank account using the payment methods available from time to time (as indicated on our Website and mobile applications). Note that certain payment methods may carry certain restrictions on how soon the funds so loaded into your Wallet may be utilised as may be indicated on the Website.

7.1.2 Funds paid to PayGenius for loading into your Wallet are held by PayGenius as agent on your behalf, separately from PayGenius's other funds, to be utilised by PayGenius in making Payments to Merchants on your behalf and on your instruction in accordance with clause 7.2 below. To the extent that any interest accrues on such funds, you agree that any such interest will accrue to PayGenius.

7.2 Using your cash:

7.2.1 When you need to pay a Merchant that accepts payments via the Wallet, you can access your Wallet (either via the Website when shopping online, or via USSD when shopping elsewhere) and effect the payment from the cash you have loaded into your Wallet (as per clause 7.1 above) by instructing PayGenius to make the payment to the Merchant on your behalf.



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7.2.2 PayGenius will only be able to effect a payment on your behalf as contemplated above if you have loaded sufficient cash into your Wallet, failing which, you will receive a payment failure notification. Note that you cannot make a payment to a Merchant partially out of your Wallet cash and partially out of your Wallet Cards.

7.2.3 When logged into your Wallet, you can instruct PayGenius to allocate some or all of the funds held on your behalf to another User, in which event such funds will cease to be held on your behalf and will then be held by PayGenius on such other User's behalf, to be utilised by such other User as he/she deems fit in accordance with the terms of his/her Wallet terms & conditions.

7.2.4 Usage restrictions: Note that you cannot utilise the funds you have loaded into your Wallet for anything other than making payments to Merchants, or allocating such funds to another User's Wallet. This means, amongst other things, that you cannot cash-out funds you have loaded into your Wallet. More specifically -

7.2.4.1 you cannot instruct that any funds loaded into your Wallet be repaid to you (and any allocation of funds to another User's Wallet similarly cannot be paid out in cash to such other User); and

7.2.4.2 should a Merchant refund you for any reason on a transaction where you paid using funds in your Wallet, such refund will be processed back into your Wallet, meaning that the funds will be transferred from the Merchant's bank account back to PayGenius's bank account, to be held again by PayGenius on your behalf in accordance with the terms of these Terms & Conditions.

7.3 Monitoring your cash: When logged into your Wallet, you will be able to view the amounts you have loaded into your Wallet, as well as the amounts paid out of your Wallet to Merchants, or allocated out of your Wallet to other Users' Wallets, on your behalf.

7.4 Important things to note:

7.4.1 No reversals. PayGenius's Services are limited to making payments to Merchants or other Users on your behalf and on your instruction. PayGenius does not collect payments from others for you, or make payments to you, on your instruction (including in the form of reversing payments already made by PayGenius on your behalf, irrespective of the reason for such reversal). You give payment instructions to PayGenius at your own risk, and once PayGenius has effected a payment in accordance with your instructions, you will not be able to instruct PayGenius to cancel or reverse that payment for any reason whatsoever, including circumstances in which you made an error as to the amount to be paid, or the identity of the person you wished to pay, or that the goods or services for which you are paying have not been delivered or are defective. Should you wish to reverse any payment made to a Merchant you will have to liaise directly with the relevant Merchant to arrange a refund (in which case the provisions of clause 7.2.4.2 above will apply). Similarly, should you wish to reverse any instructed allocation of Wallet funds to another User's Wallet, you need to liaise directly with that User to arrange that the other User allocates the funds back to your Wallet.

7.4.2 Indemnity: PayGenius will in no way be liable to you or anyone else in respect of any payments made in accordance with your instructions and you hereby indemnify PayGenius against loss, expense or damage which may be suffered, or third party claims which may be made against PayGenius which arise out of PayGenius having carried out payments in accordance with your instructions.

7.4.3 Chargebacks: If you load cash into your Wallet using a credit card payment into PayGenius's bank account and such credit card payment is thereafter charged back,



you will remain liable to PayGenius for any payments made by PayGenius on your behalf prior to such chargeback.

7.4.4 Limits: PayGenius, acting reasonably, shall be entitled to implement such limits as it may deem necessary from time to time as to the size of the amounts you will be able to load into your Wallet and/or payout of your Wallet to Merchants or to other Users. You will be notified in advance of any such limits.

8. OTHER SERVICES

8.1 Change in Services: PayGenius shall be entitled from time to time, acting reasonably, to modify or withdraw any of the Services or provide additional services (“Other Services”) pertaining to the Wallet at any time and for any reason whatsoever, on prior notice to Users (which notice will be posted on the Website as contemplated in clause 1 above).

8.2 Value-added products and services: As a User, you may from time to time be able to use the cash loaded into your Wallet to purchase certain products including cellular network airtime vouchers and/or pre-paid electricity vouchers via the Website and/or mobile applications. In respect of any such purchase, PayGenius will be the Merchant for purposes of these Terms & Conditions.

9. FEES AND OTHER CHARGES

9.1 Credit card payment Services: PayGenius does not charge Users any fees for enabling Users to make payments to Merchants using the Cards in their Wallets (as contemplated in clause 6 above).

9.2 Cash payment services & other services: The fees payable by a User for Other Services from time to time, including the Cash Payment Service described in clause 7 above, are as set out on the Fees List as specified on the Website from time to time) and accessible here.

9.3 Change in fees: PayGenius reserves the right to change its fees from time to time. Notification of such changes will be communicated to Users on the Website and via email to the email address associated with a User’s Wallet. Should a User not be satisfied with any of the revised fees, such User may terminate his/her its Wallet in accordance with clause 18 below.

10. YOUR INFORMATION

10.1 Providing information: When registering for a Wallet, you will be required to provide certain personal and other information (including credit card information) to PayGenius to enable PayGenius to provide the Services to you (“Your Information”). In using the Wallet and the Services, or any aspect thereof, you may be requested to provide us or other Users with further information.

10.2 Accuracy: To the extent allowed by law, you are solely responsible for the accuracy of the information you provide to us or other Users and PayGenius will not be liable to you in any way whatsoever for any loss, expense, or damage suffered by you, or claims made by third parties against you which arise from or in relation to your having submitted inaccurate information to PayGenius. To the extent allowed by law, you further indemnify PayGenius against any loss, expense or damage we may suffer, or claims made by third parties against PayGenius, which arise from or in relation to your having submitted inaccurate information to PayGenius.

10.3 Information regarding your identity: You authorise PayGenius, during your initial registration process and from time to time thereafter, to make any inquiries it considers reasonably necessary to verify your identity and registration details. Such verification may include but is not limited to verifying



the information you provide against third party databases, and requiring you to provide PayGenius with faxed or scanned copies of documentation such as a copy of the biographical data page of a government-issued identification card or proof of address. PayGenius does not guarantee any Merchant's or User's identity.

10.4 Information regarding your credit worthiness: You hereby consent to PayGenius, during your initial registration process and from time to time to:

- 10.4.1 making enquiries about your credit record or identity with any credit reference agency or identity verification company and/or any other party in order to confirm such credit or identity information;
- 10.4.2 providing regular updates regarding your conduct in utilising the Services to any credit reference agencies and allowing such credit reference agencies in turn to make such credit record and/or credit information available to other credit grantors; and
- 10.4.3 making all such queries and/or taking all such steps as PayGenius may be lawfully entitled to do so from time to time.

To the extent allowed by law, you hereby indemnify PayGenius against any loss and hold PayGenius harmless against any claim arising from any inaccuracy in the credit information provided by you to PayGenius.

11. SECURITY

11.1 Your security obligations

11.1.1 Username, password and PIN: As a registered User, you will be required to provide us with a unique username and password selected by you, which will enable you to sign into your Wallet on the Website. You will also be given or will be required to provide us with a 4-digit numeric PIN, which you will use to access your Wallet from your mobile phone (via SMS or mobile application). In the case where a start PIN is given to you and sent via SMS, it is your responsibility to setup a new PIN.

11.1.2 Note: It is your responsibility, and you agree, to keep your username, password and PIN secure and confidential at all times. You agree that your username, password and PIN will only be used for your own personal use and will not be disclosed to any other person/s, and that you will not enable any other person/s to otherwise access your Wallet. Should you forget either your username or password, the Website will enable you to reset your username or password by answering your security question. Should you forget your PIN, then you can log into your account and request a new PIN. Should you still encounter problems, please contact support@Paygenius.co.za.

11.1.3 You are solely responsible for securing all data in your possession and/or under your control.

11.1.4 All the Website's web pages begin with <https://www.paygenius.co.za> or <https://m.paygenius.co.za/> and you should thus only log in to your Wallet from a page which begins with <https://www.paygenius.co.za> or <https://m.paygenius.co.za>.

11.1.5 The SMS service to access your Wallet can be accessed by sending an SMS to 45143 from your mobile phone. You should only ever enter your Wallet PIN when you are certain that you have dialled this number from your mobile phone.



11.2 Our Security Obligations

11.2.1 PayGenius stores and processes Your Information as well as all information relating to the use of your Wallet on computers located in the Republic of South Africa that are protected by physical and technological security devices.

11.2.2 PayGenius will comply with PCI Data Security Standards ("PCI DSS"), which sets out the industry standards for maintaining a secure environment.

11.2.3 All Card Details are secured by secure socket layer ("SSL") encryption and reinforced through various encryption processes in order to provide protection for all sensitive payment information. PayGenius does not store or access any unencrypted Card Details. Card Details entered by you are SSL encrypted and stored in our secure PCI environment.

11.2.4 PayGenius uses third parties to verify and certify our privacy principles.

11.2.5 PayGenius' registration documents and the Website's registered domain name are checked and verified by VeriSign.

11.2.6 PayGenius takes all reasonable steps to ensure the integrity and security of the Website and back-office applications.

12. PRIVACY

12.1 PayGenius respects your privacy and shall take all reasonable and legally required steps to protect Your Information.

12.2 PayGenius will not sell or rent your personal information to third parties for marketing purposes without your consent.

12.3 The manner in which we use Your Information is regulated in more detail as described in our Privacy Policy. Please read our Privacy Policy to acquaint yourself with your respective rights and obligations in this regard.

12.4 The Privacy Policy is part of these terms & conditions so if you are not satisfied with the level of privacy we provide or otherwise disagree with anything in the Privacy Policy, then you should not click to accept these Terms & Conditions.

13. PROHIBITED CONDUCT

13.1 You agree to use the Services in accordance with these terms & conditions and all applicable laws, regulations and ordinances.

13.2 In particular, you undertake not to engage in any of the following prohibited conduct in using the Website or the Services:

13.2.1 threatening, stalking, defrauding, inciting, harassing, or advocating the harassment of another person, User or Merchant, or otherwise interfering with another person's use of the Website or the Services;

13.2.2 submitting false, inaccurate or misleading information on the Website or conducting yourself in a false, inaccurate or misleading fashion;

13.2.3 conducting fraudulent or otherwise illegal activities;

13.2.4 conducting illegal gambling and/or gaming activities, including but not limited to payment for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos and office pools);



- 13.2.5 delivering or attempting to deliver any damaging code to the Website or attempting to gain unauthorised access to any page on the Website;
- 13.2.6 tampering, hacking, modifying or otherwise corrupting the security or functionality of the Website or any of the Services;
- 13.2.7 posting spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- 13.2.8 keyword spamming or otherwise attempting to manipulate search results;
- 13.2.9 violating any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- 13.2.10 being defamatory, trade libellous, unlawfully threatening or unlawfully harassing
- 13.2.11 soliciting personal information from minors or to harm or threaten to cause harm to minors;violating the terms & conditions or any applicable law;
- 13.2.12 modifying, adapting, appropriating, reproducing, distributing, translating, creating derivative works or adaptations of, publicly displaying, selling, trading, or in any way exploiting the Website or Website content (other than Your Information), except as expressly authorised by PayGenius in these Terms & Conditions;
- 13.2.13 reverse engineering any portion of the Website or any of the Services;
- 13.2.14 removing or modifying any copyright, trademark or other proprietary rights notice on the Website or on any materials printed or copied off of the Website;
- 13.2.15 recording, processing, or mining information about other Users or Merchants;
- 13.2.16 using any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Website or any Website Content;
- 13.2.17 accessing, retrieving or indexing the Website to construct or populate a searchable database of business listings or reviews;
- 13.2.18 reformatting or framing any portion of the Website;
- 13.2.19 taking any action that imposes, or may impose in our reasonable discretion, an unreasonable or disproportionately large load on PayGenius' technology infrastructure after having received a request from PayGenius to reduce the load and you fail to do so, or after having received a request from PayGenius to not place large loads on PayGenius technology infrastructure;
- 13.2.20 attempting to gain unauthorised access to the Website, Wallets, computer systems or networks connected to the Website through hacking, password mining or any other means;
- 13.2.21 using the Website, any Website content or any of the Services to transmit any computer viruses, worms, defects, Trojan horses, time bombs, cancelbots, easter eggs or other computer programming routines or items of a destructive nature in that they may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- 13.2.22 using any device, software or routine that interferes with the proper working of the Website or Service, or otherwise attempting to interfere with the proper working of the Website or Service;
- 13.2.23 making excessive traffic demands;
- 13.2.24 violating the security of any computer network, crack passwords or security encryption codes;
- 13.2.25 disrupting or interfering with the security of, or otherwise causing harm to, the Website, any Website content or any of the Services;
- 13.2.26 removing, circumventing, disabling, damaging or otherwise interfering with any security-related features of the Website or any of the Services, features that prevent or restrict the use or copying of Website content, or features that enforce limitations on the use of the Website or any of the Services;



13.2.27 doing anything which may render PayGenius liable to anyone, or cause PayGenius to lose (in whole or in part) the services of its internet service providers or other suppliers, after having received a request from PayGenius to refrain from doing any such things or to remedy any such acts and your failing to do so.

13.3 Liability for prohibited conduct: You acknowledge that if you use the Website and/or Services in a manner that breaches any of the conditions as set out above, PayGenius may incur substantial liability and/or suffer significant damages, including (without limitation) fines and other related expenses from its payment processors and service providers and accordingly in the event of any such violation:

13.3.1 your Wallet will be subject to limitation, suspension or immediate termination, under clause 18 below;

13.3.2 you may be subject to criminal prosecution where applicable;

13.3.3 you will be liable for damages and other penalties; and

13.3.4 you will be held liable to PayGenius for any and all damages suffered by PayGenius and, without limiting the generality of the foregoing, you shall reimburse PayGenius for any and all costs, expenses, and fines levied on PayGenius by third parties such as its payment processors and/or service providers as a result of your breach.

13.4 Litigation costs: You agree that, if either you or PayGenius commence litigation or arbitration in connection with this paragraph, the prevailing party is entitled to recover lawyers' fees and any other costs reasonably incurred in such proceeding on the attorney and own-client scale, in addition to any other relief to which the prevailing party may be entitled.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All the content, trademarks and data on this Website, or used in relation to the Services including but not limited to any and all the copyrighted works, software, databases, text, graphics, icons, designs, domain names, hyperlinks, information and agreements ("Content"), are the property of or licensed to PayGenius and as such are protected from copying and infringement by local and international legislation and treaties. The Content may not be reproduced or copied by any means, whether electronically or otherwise, without prior written consent from PayGenius.

14.2 Any and intellectual property rights subsisting in the Website, the Content, the Services and these Terms & Conditions, or otherwise developed by or on behalf of PayGenius, including all patents, rights in inventions, rights in design, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights subsisting now or in future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term ("Intellectual Property Rights") vests in PayGenius and all rights not expressly granted are reserved.

14.3 You may only download, view and print content from this Website for private and non-commercial purposes and for no other purposes whatsoever (including for any commercial use), save with the express prior written consent of PayGenius. To request such consent please email us at support@paygenius.co.za.

14.4 PayGenius cannot screen or edit all the user-generated content available from the Website (such as on the PayGenius blog) and, to the extent allowed by law, does not accept any liability for illegal, defamatory, offensive or obscene content other than as a result of PayGenius's gross negligence in



respect of screening content on the Website. You are encouraged to inform PayGenius of any Website content that may be illegal, defamatory, offensive or obscene.

14.5 Solely to enable PayGenius to use your Information as contemplated by these Terms & Conditions (so that we are not violating any rights you might have in Your Information), you hereby grant PayGenius a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. PayGenius will use and protect Your Information in accordance with our Privacy Policy.

15. YOUR RELATIONSHIP WITH PAYGENIUS MERCHANTS AND OTHER USERS

15.1 PayGenius offers services to both Users and Merchants. However, PayGenius's contractual relationship with Users is separate and independent from its relationship with Merchants. As stated above, these Terms & Conditions applies to each User, as the originators of Payments. Should you wish to receive payments electronically via PayGenius, you must complete a separate registration to become a Merchant and agree to the terms of the agreement that we conclude with Merchants ("Merchant Agreement").

15.2 These Terms & Conditions and Merchant Agreement oblige Users and Merchants to conduct themselves in a certain manner and prohibits various types of conduct. Should you experience any problems with a Merchant or another User, please contact PayGenius at support@paygenius.com so that PayGenius may, if we deem it necessary, investigate the complaint further and/or avail ourselves of our rights in respect of such Merchant or User.

15.3 PayGenius reserves the right, but is not obliged, to get involved in any dispute between you and a Merchant or another User in an attempt to resolve same as well as to take all steps it deems reasonably necessary to combat suspected fraud. Such involvement may include PayGenius furnishing and/or requesting certain documentary evidence where relevant.

15.4 Notwithstanding the foregoing however, you acknowledge and agree that –

15.4.1 PayGenius has no actual control over, and does not give any guarantees or representations in relation to the manner in which other Users or Merchants conduct themselves, whether a Merchant will in fact honour your transaction with it or the products or services offered by Merchants;

15.4.2 any disputes which may arise between you and a Merchant (or another User) are between you and the Merchant (or other User, as the case may be) alone, to be resolved between you and the Merchant or other User alone, without PayGenius being in any way obliged to intervene or attempt to resolve such dispute; and

15.4.3 consequently, PayGenius (and our officers, directors, agents, subsidiaries, joint ventures and employees) will in no way be liable to you or anyone else in any way whatsoever in relation to a Merchant or another User's conduct, including for any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected to any dispute you may have with any Merchant or other User, including any dispute which PayGenius has attempted to resolve in terms of 15.3 above.

16. DISCLAIMER & LIMITATION OF LIABILITY



16.1 Although PayGenius uses reasonable care and diligence to ensure that the Services are available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable, PayGenius makes no representations or warranties, implied or otherwise, that, amongst others, the Services, the content and technology available from the Website or information provided by PayGenius via email or other means will be available, timely, accurate, complete, correct, error-free, secure, 100% uninterrupted, up-to-date and/or reliable, save to the extent expressly provided in these Terms & Conditions. This clause shall only apply to the extent permitted by law, and specifically shall not apply to the extent, if any, to which PayGenius may be liable to you under the Consumer Protection Act 68 of 2008 ("CPA") in relation to the Services and/or under sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act") in relation to PayGenius's payment systems not being sufficiently secure.

16.2 To the extent permitted by law, you therefore agree that the Website and the Service are supplied on an "as is" basis, have not been compiled or supplied to meet your individual requirements, and are used at your sole discretion and risk and that it is your sole responsibility to satisfy yourself prior to accepting these Terms & Conditions that the Service available from and through the Website will meet your individual requirements and be compatible with your hardware and/or software. You are encouraged to report any possible malfunctions and errors by way of email to support@paygenius.co.za.

16.3 More specifically, to the extent permitted by law:

16.3.1 regarding security, although PayGenius will use its reasonable endeavours to ensure the security of the Services and the PayGenius e-commerce network infrastructure, we cannot guarantee the security thereof and PayGenius will not be liable in any way whatsoever in respect of any loss or damage of whatever nature suffered by you or any third party as a consequence of a breach of security of the Services and/or the PayGenius e-commerce network infrastructure;

16.3.2 regarding downtime, you agree that your access to the Website and mobile systems may be restricted from time to time to allow for repairs, maintenance or the introduction of new services, provided that we will attempt to restore the Website and mobile systems as soon as we reasonably can;

16.3.3 hyperlinks provided on the Website to non-PayGenius sites are provided as is and PayGenius does not necessarily agree with, edit or sponsor the content on such web pages; and

16.3.4 information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of PayGenius and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on the Website.

16.4 Without limiting the generality of the foregoing, we will not, to the extent allowed by law, be responsible for any of the following even if we should have known there was a possibility you could experience the relevant problem and in each case whether suffered by you directly or indirectly:

16.4.1 financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings, chargeable time or goodwill;

16.4.2 any interruption to your business (including interruption to Services) or loss of or damage to information, however that interruption, loss or damage is caused;

16.4.3 loss or damage suffered by you which we could not have reasonably known about at the time you entered into these Terms & Conditions; and

16.4.4 losses you suffer as a result of using any of the Services other than as described in the relevant documents or as otherwise described on our Website.



16.5 To the extent allowed by law, nothing in these Terms & Conditions will prevent or limit either of your or PayGenius's liability for:

16.5.1 fraud or wilful misconduct;

16.5.2 death or personal injury arising out of negligence; or

16.5.3 gross negligence.

16.6 You acknowledge that the allocation of risk and responsibility as set out in in these Terms & Conditions is reasonable because it accords with:

16.6.1 PayGenius's inability to control how, and for what purposes, you use the Services;

16.6.2 PayGenius not having developed any of the Services specifically for you;

16.6.3 the fact that, while PayGenius follows good industry practice, it is not economically possible for PayGenius to exhaustively test any software that supports the Services; and

16.6.4 the amount of fees, if any, paid by you for the Services.

16.7 Notwithstanding our aforesaid disclaimer of liability, should we nevertheless be found to be liable to you in relation to the Services for any reason, then, to the extent allowed by law, our maximum aggregate responsibility and liability to you (including for negligence and whether pursuant to one or more claims) in relation to these Terms & Conditions and the Services will be limited to paying you the lesser of an amount equal to the total amount of fees you paid to us for such Service in the 12 months prior to the incident, or R5,000 (five thousand rand).

16.8 To the extent allowed by law, under no circumstances whatsoever will PayGenius or any of our affiliates, subsidiaries, agents, suppliers and/or subcontractors be liable to you for any indirect loss, or any incidental, special, punitive or consequential loss or damage, or any direct or indirect loss of profits, arising in relation to in these Terms & Conditions, the Website and/or the Services. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, and so in such jurisdictions liability is limited to the fullest extent permitted by law.

16.9 Uncontrollable Events: Whilst we aim to provide uninterrupted Services, unfortunately we cannot guarantee this as interruptions may be caused by factors beyond our reasonable control. To the extent allowed by law, under no circumstances will PayGenius be liable for any events beyond our reasonable control. Without detracting from the generality of the foregoing, you acknowledge that the following circumstances and events may impact upon your use of the Services and further that these circumstances and/or events are beyond PayGenius's reasonable control: (a) use of the Services by other Users or Merchants; (b) limitations on national and/or international bandwidth capacity; (c) telecommunication service operator failure, which includes telecommunication links and line failure; (d) mobile telecommunication service operator failure; (e) mobile network failure; (f) operating system failure; (g) access technology failure; (h) quality of service of telecommunication links or lines; (i) any action, omission and/or failure by you and/or your systems, software, network and/or equipment which has an impact on the Services; (j) any other action, omission and/or failure not within PayGenius's control which has an impact on the Services (including but not limited to any natural disaster, war, riot, strike, equipment failure, computer virus, failure or interruption of electrical, telecommunications or other utility services); (k) failure of our or your internet service provider and (l) distributed denial of service attack (where hackers overload networks with data in an effort to disable them). To the extent allowed by law, if circumstances happen that are beyond our reasonable control, we will not be liable for any failure to perform our obligations under in these Terms & Conditions because of those circumstances, and we will be excused from that failure for so long as those circumstances continue. Wherever possible, we will provide advance warning on our Website of any known or planned interruptions and will take reasonable steps to ensure any interruption is kept as brief as possible.

17. INDEMNIFICATION



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You hereby indemnify and hold harmless PayGenius, its parent, subsidiaries, affiliates, officers, directors and employees, against any and all loss, expense or damage we may suffer, or third party claims which may be made against us, which arise from or in relation to your breach of in these Terms & Conditions (including any document it incorporates by reference), or your violation of any law or the rights of a third party relating to your use of any of the Services.

18. USER SUSPENSION AND TERMINATION

18.1 If you wish to terminate your PayGenius Wallet account, you can do so by emailing us at support@paygenius.co.za

18.2 In the event that you are in breach of in these Terms & Conditions, and without prejudice to any of PayGenius's other remedies in law or under this in these Terms & Conditions (including the right to claim damages), PayGenius (acting reasonably) reserves the right to suspend your Wallet or to limit your access to your Wallet or any of the Services, or in the case of material breach or where PayGenius otherwise acts reasonably, PayGenius may terminate your Wallet and these Terms & Conditions immediately at any time on notice to you..

18.3 Upon termination of your PayGenius account, your entitlement to use the Wallet shall cease and any funds remaining in your Wallet (i.e. all funds we then still hold on your behalf) will be repaid to you within 30 days, save where you are in breach of these Terms & Conditions or a court or arbitrator or arbitral tribunal bearing jurisdiction orders otherwise.

18.4 To the extent that your access to any of the Services is suspended by PayGenius in accordance with the provisions of these Terms & Conditions, you acknowledge that you will forfeit your access to and/or use of those Services. Such suspension will not detract from any liability you have incurred prior to suspension.

18.5 The expiration or termination of your PayGenius account shall not affect such of its provisions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this. In particular, but without limiting the generality of the foregoing, clauses 14.1 to 14.5 will survive any termination of your PayGenius account.

19. COMPLAINTS AND DISPUTES

19.1 Should you have any complaints relating to the Services, the Website, or any other Users or Merchants, please contact PayGenius's Customer Relations at marketing@paygenius.co.za. PayGenius will take all such measures as it deems reasonable or necessary to assess and address your complaint.

19.2 Should a dispute of any nature whatsoever arise between you and PayGenius on any matter provided for in or arising out of in these Terms & Conditions and such dispute is not resolved through the Customer Relations Department of PayGenius then, save for urgent or interim relief which may be granted by a competent court, such a dispute may be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa from time to time. Arbitration proceedings shall be conducted in Cape Town in English. The expedited arbitration rules may be downloaded from <http://www.arbitration.co.za>.



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19.3 Should a dispute of any nature whatsoever arise between you and another User, or you and a Merchant, you acknowledge that PayGenius is not and will not be a party to such dispute. PayGenius may however in its sole discretion elect (but shall not be obliged) to assist in the resolution of such dispute, as envisaged in 15 above.

20. GOVERNING LAW AND JURISDICTION

This Website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and in these Terms & Conditions and its interpretation and implementation is also governed by South African law. Subject to the 'Disputes' clause in these Terms & Conditions, you and PayGenius submit to the non-exclusive jurisdiction of the Western Cape High Court of South Africa.

21. DOMICILIUM

21.1 PayGenius chooses as its domicilium citandi et executandi (ie its address) for all purposes under these Terms & Conditions, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: Uitzicht building, 1st floor, Tygerberg Office Park, 163 Hendrik Verwoerd drive, Platteklouf Cape Town, 7500, South Africa.

21.2 You choose as your domicilium citandi et executandi (ie your address) for all purposes under these Terms & Conditions, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the physical address PayGenius has on record for you as provided by you from time to time.

21.3 Where communications are made electronically where provided for in accordance with in these Terms & Conditions, such communications shall be deemed to have been received (unless proved to the contrary) within 24 hours after having been sent, save where the sender knows that delivery thereof has failed.

22. ELECTRONIC COMMUNICATIONS

22.1 You consent to receiving communications from PayGenius electronically and agree that all agreements, notices, disclosures and other communications sent by PayGenius by electronic means satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".

22.2 Pursuant to the ECT Act, you acknowledge and agree that in law these Terms & Conditions constitutes a written agreement, which upon your electronic acceptance and submission, will be regarded as signed by you.

22.3 PayGenius reserves the right but assumes no obligation to provide communications in paper format.

22.4 You agree that in the event of a dispute between you and PayGenius or between you and any other User or Merchant, PayGenius's electronic records of your transactions, in these Terms & Conditions, Privacy Policy, any identity verification information provided in a paper format and subsequently scanned or otherwise converted into an electronic format, and any other information stored or created electronically shall be admissible in a court of law, proceeding or in relation to a law enforcement or regulatory investigation or prosecution.

23. MISCELLANEOUS

23.1 PayGenius is entitled to assign in these Terms & Conditions to any third party without your consent, other than if such assignment would be to your detriment, but you may not cede, assign or otherwise transfer these Terms & Conditions or any of your rights or obligations there under to any other person without obtaining PayGenius' prior written consent.

23.2 If either of us fails or delays the exercise of any rights or remedies under in these Terms & Conditions, we will not be deemed to have waived (i.e. given up) those rights or remedies in any way.

23.3 If a court or similar body decides that any wording in in these Terms & Conditions is invalid or unenforceable, that decision will not affect the rest of these Terms & Conditions, which will remain binding on both of us. However, if the wording that is invalid or unenforceable can be made valid and enforceable by deleting part of it, we will both treat the wording as if it is deleted, so that the remainder of the wording in question becomes valid and enforceable.

23.4 These Terms & Conditions (including other documents or policies incorporated herein by reference) is the entire agreement between you and PayGenius with respect to your use of the Wallet, and supersedes all documentation, information and other communications (in each case whether spoken or written) between us with respect to such access and use.

23.5 Nothing in these Terms & Conditions limits or exempts PayGenius from any liability for loss attributable to the gross negligence of PayGenius or any person acting for or controlled by PayGenius, or for any other liability to the extent that the law does not allow this, nor requires you to assume risk or liability for any such loss to the extent that the law does not allow this. To the extent that these Terms & Conditions and/or any of the Services are regulated by the CPA, it is not intended that any provision of these Terms & Conditions contravenes any provision of the CPA and therefore all provisions of must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.

24. PAYGENIUS COMPANY INFORMATION

The ECT Act states that when goods or services are offered by way of certain electronic transactions, the supplier thereof must make certain information about it available to customers on websites where the goods or services are offered. PayGenius's information is as follows:

- Full name: PayGenius (Pty) Ltd, registered in South Africa, registration number 2008/022833/07
- Main business: Online payment service provider
- Website: <http://www.paygenius.co.za>

Official email address: support@paygenius.co.za