

CLUB TOGETHER TERMS OF SERVICE

WEBSITE TERMS AND CONDITIONS OF USE RELATING TO CLUBTOGETHER.MOBI

These Terms and Conditions ("the Terms and Conditions") govern (i) your ("the User") use of the Club Together (Pty) Ltd. ("Provider") website located at the domain clubtogether.mobi (the "Website"); (ii) the Club Together Android application (the "App") with Google Play Store id io.cordova.clubtogether hosting the Website; and (iii) the payment services to be provided by the Provider to the User. The User agrees to be bound by the Terms and Conditions in accordance with the process set out on the Website.

You may only use this site to browse the content, make legitimate transactions and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent transactions. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

ELECTRONIC COMMUNICATIONS

By communicating with the Provider by electronic means or via the Website, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

All communications to the Provider shall be made by email to the following email address <mailto:support@clubtogether.mobi> or such other email address as the Provider may specify. The Provider shall be entitled to communicate with the User by any means.

Communications shall only be considered as received when actually received in legible form by either party.

THE SERVICE

The Provider shall, via the Website, provide a fund collection service (the "Service") online to the User. The Provider shall make available the Service for the purpose of persons

contributing funds toward a gift, event, charitable cause or any cause relating to more than one person contributing towards such a cause herein after referred to as a Club Together. This service excludes collection of funds for business endeavours in exchange for a product or service or equity. Any person creating a Club Together using the Service, will herein after be referred to as the "Organiser". Any person accepting the offer to contribute to a Club Together will herein after be referred to as a "Contributor".

The Provider shall, via the App, provide a payment service (also the "Service") online to the User. The Provider shall make available the Service for the purpose of an Organiser requesting bank detail from, and then paying funds directly to, any contact existing on an Android device running the App. Any person existing as a contact on the Android device running the App will herein after be referred to as the "Contact". Any person using the Service to request bank detail and/or pay a Contact, will herein after also be referred to as the "Organiser".

The Provider shall make available the Service for the purpose of persons (inclusive of legal personas) contributing funds towards one another.

OUR RIGHTS

We reserve the following rights:

1. Modify or withdraw, temporarily or permanently, the Website without any prior notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website.
2. Change these Conditions from time to time, and your continued use of the Website following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the conditions, then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to any circumstances.

4. The Provider is not responsible for the vetting of uploaded images or Club Together content. Images and/or content that promote hate speech, discrimination and are of a graphic violent, nude or sexual nature could result in the Club Together being terminated and the organiser being blocked. It is solely up to the discretion of the Provider to decide if a Club Together should be terminated and/or a User be blocked.
5. The Provider reserves the right to verify any Club Together and may remove any Club Together at its sole discretion without incurring any liability.

ORGANISERS

1. By creating a Club Together, you acknowledge that this (the Club Together) is an offer from you (Organiser) directly to potential Contributors. The Provider is solely responsible for providing the Service that allows the Organiser to communicate the offer to potential Contributors, and for providing a mechanism for you (Organiser) to receive and track the contributions from Contributors.
2. The Provider does not in any way verify the accuracy or completeness of a Club Together information. It is the sole responsibility of the Organiser to ensure accurate and complete information.
3. All Club Togethers created by the Organiser must be truthful and not misleading in any way to Contributors. Where applicable, any Club Together created for the purpose of raising funds for 3rd party organisations or charities must obtain written permission of the 3rd party to that intent. The Provider does not verify that such permission has been obtained, as it is solely the responsibility of the Organiser.
4. The Organiser assumes full responsibility for applying any received contributions to its intended purpose.
5. All contributions received for a Club Together will be paid over directly to the Organiser. The Provider will not be responsible for any refunds, even if an Organiser

decides to cancel a Club Together. All refunds will be the sole responsibility of the Organiser.

6. All payments to the Organiser shall be made in Rand (ZAR) and by electronic transfer to a valid South African bank account in the name of the Organiser specified for this purpose (the Organiser shall provide bank account details of a bank account opened in the Organiser identity, for remittances to Club Together as part of the sign up process or promptly on request of Club Together. Failure to provide accurate bank account details may result in delayed payments to the Organiser and the Provider is not responsible for any loss occasioned to the Organiser or Contributor as a result of the provision of inaccurate bank account details).
7. The Provider may remove any Contributor that have accepted your offer from your contributor list should they contact us and request us to do so.
8. Any Organiser using the App will allow access to the Android device contacts.
9. The Organiser acknowledge that any bank detail received from a Contact, using the Service, is in no way verified or modified by the Provider and that the Provider is solely responsible for providing a mechanism that allows the Contact to communicate bank detail to the Organiser. The Organiser acknowledge that they have the ability to maintain/edit any bank detail received or to manually create bank detail for any Contact. The Organiser acknowledge that no bank detail, manually edited or manually created, is in any way edited or verified by the Provider. The Organiser acknowledge that the bank detail as saved in the App, is the bank detail used when paying a Contact. The Organiser acknowledge that the Provider is not responsible for the accuracy of any Contact detail including, but not limited to, mobile numbers, email addresses, or any other Contact detail used by the Organiser to obtain bank detail.
10. The Organiser acknowledge that the Provider is not responsible for any loss occasioned to the Organiser as a result of the provision of inaccurate bank account detail, or for whatsoever other reason.

CONTRIBUTORS

1. By accepting any offer to contribute to a Club Together, you acknowledge that this is an agreement between you (the Contributor) and the Organiser directly. The

Provider is solely responsible for providing a service to communicate the offer to the Contributor, and for providing a mechanism for your contribution to flow from you (the Contributor) to the Organiser. The Provider is not responsible in the event where funds dispersed to the Organiser are applied by the Organiser for a different purpose than the original intent of the Club Together.

2. All contributions received by the Provider for a Club Together will be paid over directly to the Organiser. The Provider will not be responsible for any refunds, even if an Organiser decides to cancel a Club Together. Any refunds will be the sole responsibility of the Organiser and you agree to engage with the Organiser directly should a refund be required.
3. It is the responsibility of the Contributor to verify the validity of a Club Together request i.e. the identity of the Organiser and validity of a Club Together.
4. The Provider does not in any way verify the accuracy or completeness of a Club Together information. It is the sole responsibility of the Organiser to ensure accurate and complete information.

PAYMENTS

1. All payments to the Organiser shall be made in Rand (ZAR) and by electronic transfer to a valid South African bank account in the name of the Organiser specified for this purpose (the Organiser shall provide bank account details of a bank account opened in the Organiser identity, for remittances to Club Together as part of the sign up process or promptly on request of Club Together. Failure to provide accurate bank account details may result in delayed payments to the Organiser and Club Together is not responsible for any loss occasioned to the Organiser or Contributor as a result of the provision of inaccurate bank account details).
2. The Organiser will be notified via email every time a Contributor contributes to a Club Together. Payments received for the User can be tracked on the Website. The identity of persons which contribute towards the User's wish list will be viewable only to the Organiser, and will not be publicly viewable.
3. The Organiser will be paid all of the funds directly. Any charges owed to Club Together by the Organiser will be collected with a scheduled billing run, using a valid

credit card in the name of the Organiser that has been registered with the Service.

The timing of said billing run is at the discretion of Club Together

4. The Organiser shall be responsible for all statutory charges accruing on such payments (including, without limitation, any tax accruing on the payments).
5. Any interest earned on funds standing to the credit of the Account from time to time shall be for the sole account of the Provider.
6. The Provider reserves the right to request additional documentation from the Organiser of a Club Together for identification purposes. The documentation could include (but is not limited to) a copy of the Organiser RSA identity document, proof of residential address and/or proof of ownership of bank account (to which funds are to be paid). By using this Service, the Organiser agrees to supply any requested documentation promptly upon request, in order to avoid any delays.
7. The Service allows for anonymous and identified contributions (the Contributor is logged into the website). When registering a Club Together the Organiser will have a choice whether to allow anonymous contributions. Should the Contributor choose to make an anonymous contribution, the Provider will not know the identity of the Contributor.

PRIVACY POLICY

We are committed to protecting your privacy. This privacy policy applies to all the web pages and application screens related to this website.

We may need to provide, collect, use, store or process Personal Information of the user and Contributor. You hereby authorise such collection, use, storage and processing where the need arises.

We shall only provide, collect, use, store or process Personal Information:

- a) in compliance with the South Africa Protection of Personal Information Act (POPI);
- b) as is necessary for the purposes of this agreement; and
- c) in accordance with the lawful and reasonable instructions of the Party providing the Personal Information.

We shall comply with the security and information protection obligations equivalent to those imposed on us in terms of POPI and other applicable data protection legislation, and failing such legislation, we shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Personal Information in our possession and to protect such Personal Information against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage.

We shall follow our archiving procedures for Customer Data as set out in our Back-Up Policy available at the website address as may be notified to you from time to time, as such document may be amended by us in our sole discretion from time to time. In the event of any loss or damage to Customer Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Customer data from the latest back-up of such Customer data maintained by us in accordance with the archiving procedure described in our Back-Up Policy. We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Data maintenance and back- up).

We shall, in providing the Services, comply with our Privacy and Security Policy relating to the privacy and security of the Customer Data available at such website address as may be notified to the Customer from time to time, as such document may be amended from time to time by us in our sole discretion.

If we process any personal data on the Customer's behalf when performing our obligations under this agreement, the parties record their intention that the Customer shall be the data controller and we shall be a data processor and in any such case: The Customer shall ensure that the Customer is entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

We shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

We may need to change this policy from time to time in order to address new issues and reflect changes on our site or mobile application. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site or mobile application. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

COOKIE/TRACKING TECHNOLOGY

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

THIRD PARTY LINKS

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

PARTNERS

We partner with other service providers to provide the best service to our clients. Our partners may or may not be shareholders or subsidiaries of Club Together (Pty) Ltd., direct or indirect. Any information sharing between Club Together and its partners is bound by the Privacy Policy in this document

SERVICE AVAILABILITY

All efforts are made to ensure that the Website is always up and running. Unforeseen events can always occur, and in these case our support staff will assist you through any issues you may face.

DELIVERY POLICY

When you click to create or contribute towards a Club Together legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not accept any fees through this site unless you understand and agree to our terms and conditions. Once payment for a Club Together is made to the organiser for the applicable funding amount and fees, it is deemed that you have read and understood the terms and conditions for such a payment. If you have any queries, please contact us before accepting any sessions or fees for any service through this website.

OUTLET COUNTRY

Standard Bank of South Africa



PAYMENT OPTIONS AND PRICING

All transactions will be processed in South African Rand (ZAR). Club Together fees are as follow:

- No cost to use the Service
- No cost for contribution amounts less or equal than R300.00.
- 2.5% service fee on all contribution amounts more than R300. This offer is limited to a cumulative amount of R5 000.00 per Organiser per month, where after the standard 2.5% service fee will apply.

OR

In the event where the Service is used for debt collection purposes by a non-natural entity:

- No cost to use the Service
- Standard service fee of 10% of all funds collected will apply.

Club Together reserves the right to change any pricing and pricing offers at its discretion.

CREDIT CARD

We accept MasterCard and Visa credit cards.



SECURITY POLICY

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128-bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of

personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

3. The Merchant does not have access to credit details.
4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

LAW

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

UPDATING OF THESE TERMS AND CONDITIONS

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

CHOICE OF LAW AND JURISDICTION

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the content or use of the Services sold on the Website is illegal is prohibited. The Organiser/Contributor may not use this Website in violation of South African laws and regulations. If the Organiser/Contributor accesses this Website from locations outside of South Africa, that Organiser/Contributor is responsible for compliance with all local laws.

These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the High Court of South Africa, Gauteng Local Division in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content, the provision of the Services and this Website.

Club Together (Pty) Ltd. shall not be bound by any express or implied term, representation, warranty, promise of the like not expressly recorded herein.

DISCLAIMER OF WARRANTY

The contents of this site and mobile application are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site and mobile application, the authors of these contents and in general anybody connected to this site or mobile application in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

CONSENT

I understand that all the designs and trademarks are registered to Club Together (Pty) Ltd. and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Club Together (Pty) Ltd. for any civil action or any legal action deemed necessary against me.