

TERMS AND CONDITIONS OF USE AND PRIVACY POLICY
“T&C’s”

RA Cellular Pty Ltd t/a R&A Cellular(Registration No: 2014/170410/07)
(as the **“Company”**)

- 1 In terms of Section 11 of the Electronic Communications and Transactions Act 25 of 2002, as amended (“ECTA”) these Terms and Conditions (“T&C’s”) are binding and enforceable against all persons that access the Wallet2Wallet Platform (the “Platform”) or any part thereof or make use of the Platform.
- 2 If you do not agree with the T&C’s, do not accept and do not click the accept box. Leave immediately and terminate use of the Platform. Any delay in leaving and terminating use of the Platform shall be regarded as the User’s full and unconditional understanding and acceptance of these T&C’s.
- 3 The Company may update these terms and conditions from time to time. The most recent version will always be available on the Platform. It is the User’s responsibility to ensure that they keep up to date and comply with the latest version of these terms. The User’s continued use of the Platform or the Wallet2Wallet System means that the User has accepted such changes.

4 DEFINITIONS AND INTERPRETATIONS

In these T&C’s, unless the context indicates that some other meaning is intended:

- 4.1 **“Device”** means a Wallet2Wallet tap2pay card payment device, which device is used to accept Visa, Mastercard and SASSA and other card payments;
- 4.2 **“IDC”** means an independent distribution centre (also known as a cash & carry) who is registered as such on the Platform;
- 4.3 **“Intellectual Property”**, means the intellectual property rights, title and interest in and to the Platform and the Wallet2Wallet System, including the Media Centre, videos, and all designs, patents, utility models, business and trade

secrets, logos, images, trademarks and service marks, trade names, concepts, methods, techniques, processes, adaptations, ideas, copyrights, technical specifications, know-how, material and/or products, whether fully developed or otherwise, of which Wallet2Wallet is the owner from time to time, whether or not registered, and including applications for the registration of any of the aforementioned, and the right to apply for the registration of any of these, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

- 4.4 **“PASA”** means Payments Association of South Africa;
- 4.5 **“Platform”** means the Wallet2Wallet Online Platform located on the domain www.Wallet2Wallet.co.za;
- 4.6 **Shop** means a person who is registered as such on the Platform.
- 4.7 **“Supplier”** means a person who is registered as such on the Platform;
- 4.8 **“Transaction/s”** means a financial transaction arising from the proper acceptance of a card or account;
- 4.9 **“User”** means a Registered User who has completed the electronic registration for the **Platform** as a User who is a natural or a juristic person and utilises the **Platform** of the Company as listed thereon;
- 4.10 Any words indicated with inverted commas and starting with a capital letter shall bear the definition of the phrase or concept immediately preceding same as if it were included as a definition in terms of this clause;
- 4.11 References herein to the singular include the plural and vice versa; and
- 4.12 Hyperlinks have been used in these T&C's. The fact that some or all of the hyperlinks may be non-operational shall not play a role in the determination of the validity and interpretation of these T&C's.

- 4.13 The Company will respect the privacy of the Registered Users and will take reasonable measures to protect it, as more fully detailed below.
- 4.14 When registering on the Platform the Company will require that Registered Users provide it with personal information.
- 4.15 Should the Registered User's personal information change, the Registered User shall inform the Company and provide it with updates to his/her/its personal information as soon as reasonably possible to enable the Company to update such personal information.
- 4.16 The Registered User may choose to provide additional personal information to the Company, in which event the Registered User agrees to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent their affiliation with anyone or anything.

5 INTRODUCTION TO PLATFORM

- 5.1 The Wallet2Wallet platform enables IDCs, Shops and Suppliers to, amongst other things:
 - 5.1.1 make or receive payments on the Platform for goods sold or purchased;
 - 5.1.2 sell vouchers;
 - 5.1.3 apply for merchant advances or discounting facilities;
 - 5.1.4 perform money transfer services.

6 REGISTRATION AND ACCOUNTS

- 6.1 On registration, the User will be required to submit their identity documentation as per our Know-Your-Customer policy ("**KYC Policy**"). The User will receive access to a dashboard on the Platform, through which they can access their Wallet2Wallet account ("**Trading Account**"). The User will need to create a username and password ("**Trading Account Details**") in order to access and use their Trading Account. The User will not be able to transact on the account until such time as the Platform has verified the User's identity in accordance with the Company's Risk Management and Compliance Programme ("**RMCP**").
- 6.2 If another person gains access to a User's Trading Account Details by whatever means, we will regard the User as having authorised this person to access their Trading Account on their behalf. The Company shall not be held liable for any loss or damage that the User may suffer as a result of unauthorised access and use of the Trading Account using the User's log in credentials.
- 6.3 The User must notify the Company immediately if it is suspected that unauthorised persons have obtained access to Trading Account Details.

7 TRADING ACCOUNTS AND TRANSACTIONS

- 7.1 The Trading Account will indicate the balance of the User's Wallet2Wallet Trading Account. This balance reflects the amount of prepayments for goods and can only be utilised to pay for goods from IDCs and Suppliers. The Balance is not a store of value or a deposit/current account and can only be utilised in accordance with the provisions of these Terms.
- 7.2 Wallet2Wallet is not a bank and does not conduct the business of a bank. Accordingly, the Trading Account is a prepayment for goods and in certain instances may not be cashed out or redeemed at any stage. The User may only buy goods from IDCs and Suppliers via the Wallet2Wallet System. No bank outs are allowed where funds are transferred into a User's account as prepayment for goods and services or where bank outs are prohibited by law.

7.3 In the event that the User is allowed to bank-out as per Wallet2Wallet 's policies, Wallet2Wallet reserves the right, in its sole discretion, to convert the User from a monthly billing arrangement to an automatic deduction from bank outs, without prior notice or further requirement for consent. Further to the aforesaid, Wallet2Wallet shall be entitled to deduct any overdue invoices from the User's Trading Account.

7.4 The User acknowledges that the Trading Account is not an interest-bearing account and therefore the Balance in the Trading Account will not accrue interest.

8 TERMINATION OR SUSPENSION OF WALLET2WALLET SERVICE

8.1 The Company is entitled to cancel, terminate or suspend any User or Merchant's use of the Wallet2Wallet System in respect of all transactions or selected types of transactions immediately, or any combination of these actions, as may be permissible in law, without prejudice to any of our other rights, in the following circumstances:

8.1.1 Where the User enables, permits or participates in Prohibited Practices as outlined in 11.7 below;

8.1.2 the Company has reason to believe that the Wallet2Wallet System has been or is likely to be misused;

8.1.3 the Company suspects any illegal use of the Wallet2Wallet System and/or its functionalities;

8.1.4 the User or Merchant has provided us with false or inaccurate information;

8.1.5 the User or Merchant fails and/or refuses to follow these terms or other instructions from the Company;

8.1.6 the User or Merchant are in breach of these terms or the provisions of any other agreement between the Parties;

8.1.7 we are required to, by law; or

8.1.8. if the Company needs to protect its interests or the interests of a third party.

8.2. The Company reserves the right to terminate or suspend the User or Merchant's access to the Wallet2Wallet System upon written notice, without any liability to itself or any third party.

8.3. The User or Merchant may also terminate the relationship with the Company with immediate effect upon written notice to the Company.

8.4. Upon suspension/termination of access to the Wallet2Wallet System, Users/Merchants will not be entitled to redeem the Balance of their account in cash but will be allowed to purchase goods via the Platform until the Balance is depleted.

9 PURPOSE AND MANNER OF PERSONAL DATA COLLECTION AND USE

9.1 The Company collects and processes personal data in accordance with the provisions of the European Union General Data Protection Regulation ("GDPR") and Protection of Personal Information Act, No 4 of 2013 ("POPIA"), as amended and other regulations in force in the Republic of South Africa.

10 PRIVACY STATEMENT IN TERMS OF THE GDPR AND POPIA

10.1 The following data will be collected:

10.1.1 The Registered User's full name and surname, South African Identity Number, physical address, KYC documents, IP address, non-personal browsing habits and click patterns.

10.1.2 As and when necessary, The Company may electronically collect, store, disclose and/or use the personal information.

10.1.3 Information collected from Registered Users is required to utilise the functionality of the Platform and such information shall not be used for any other purpose without the Registered User's prior consent.

10.1.4 All information collected is kept strictly confidential, and all reasonable steps are taken to ensure that information is secured in storage until ultimate destruction. It will not be shared with any third party without the prior written consent of the Registered User.

10.1.5 The Company shall take all reasonable steps to protect the personal information of Registered Users and is committed to respecting the privacy of the Registered User's personal information. For the purpose of these T&C's, "personal information" shall be defined as detailed in the POPIA. As and when necessary, The Company may electronically collect, store, disclose and/or use the Registered User's personal information.

10.1.6 The Company will ensure that all its employees, third-party service providers, (including their employees and third-party service providers) having access to the Registered User's personal information are bound by appropriate and legally binding confidentiality obligations in relation to the Registered User's personal information and that such confidentiality meets any applicable law, regulation, legal process, or enforceable governmental request.

10.1.7 The Registered User's personal data will be hosted and stored in countries which might not have the adequacy decision of the European Union; other third-party contractors may have access to the Registered User's data only

for the purpose specified herein, and the access of such third parties is strictly controlled.

10.1.8 Whenever the Company is sending data to countries that are not providing the same level of protection as the EU's GDPR, the Company will use appropriate safeguards to protect the Registered User's personal data, including but not limited to Standard Contractual Clauses for Processors.

10.2 The Company collects stores and uses the abovementioned information in order to:

10.2.1 Communicate requested information to Registered Users;

10.2.2 Respond to queries, responses or complaints submitted by Registered Users;

10.2.3 Process orders or applications for The Company Products and/or services;

10.2.4 Create Products or services that may meet the future requirements of Registered Users;

10.2.5 Provide Registered Users with access to restricted pages on the Platform; and

10.2.6 Compile non-personal statistical information about browsing habits, click patterns and access to the Platform.

10.3 Personal information detailed above is collected and/or stored either electronically using "cookies" or is provided voluntarily with the Registered User's knowledge and consent. The Registered User can determine any use of cookies through your browser settings but note that turning off cookies may cause certain features of the online services or Platform to be unavailable to the Registered User.

- 10.4 The Company may further collect non-personal information, for example, the Registered User's IP address, the date and time of their visits to the Platform, and browser history, to recognise the Registered User during any subsequent visits to the Platform and/or use of the online services. The Company may further use this non-personal information to develop future products and/or services to meet the Registered User's requirements and needs.
- 10.5 The Company owns and retains all rights to the non-personal statistical information collected and compiled by the Company.
- 10.6 The Company will not share the Registered User's personal information outside of the Company except in the following cases:
- 10.6.1 With prior consent;
 - 10.6.2 With its employees and/or third-party service providers who assist with the Platform;
 - 10.6.3 When processing of information is necessary for the performance of a contract with the Registered User;
 - 10.6.4 When The Company has a legal obligation to share the information;
 - 10.6.5 When the information is necessary in order to protect the vital interests of the Registered User or of another person;
 - 10.6.6 When the information is necessary for the performance of a task carried out in the public interest or the exercise of official authority vested;
 - 10.6.7 When the information is necessary for the purposes of the legitimate interests pursued by the Company or by a third party, except where such interests are overridden by the interests or fundamental rights and

freedoms of the Registered User which require protection of personal data.

10.7 It is not allowed (hereinafter “Prohibited Practices”) to:

10.7.1 Use the Platform in a manner which may cause damage to the Company, other Users or any third party;

10.7.2 Undermine the security or integrity of any of the Company’s computing systems or networks;

10.7.3 Use the Platform in any way to impair functionality or interfere with other Users;

10.7.4 Access the Platform or Website without permission;

10.7.5 Make use of the Company’s systems to commit fraud;

10.7.6 Act in a manner that is disrespectful or abusive to the Company systems and staff;

10.7.7 publish, upload, exchange or transmit Prohibited Content;

10.7.8 publish, upload, exchange or transmit any content that the Registered User knows to be false or untrue, or has justifiable reasons to believe it to be false or untrue, and whose use may cause damage to the Company , other Users or third parties;

10.7.9 or any Registered User misrepresenting him/her/itself for the purpose of deceiving the Company, the Users or third parties

10.7.10 publish, upload, exchange or transmit to the Company, other Users or third parties any unwanted notices or other content of commercial or malicious nature, without prior request or consent, mainly including notices and other content of the same or similar nature;

10.7.11 purposeful publishing, uploading, exchange or transmission of any content containing computer viruses, worms, and programs that may obstruct or hinder the regular operation of the Platform, cause damage or destruction of any computer program, or any computer and other equipment owned by the Company other Users or third parties;

10.7.12 collect, process or use personal data of the Registered Users or third parties in an unauthorised manner;

10.7.13 engage in overt or covert advertising (verbal or graphic representation of Products, personal names, names of companies, names, trademarks (registered or unregistered trademarks and service marks), businesses etc.) in an unauthorised manner.

11 COLLECTION AND PROCESSING OF PERSONAL DATA BY OTHER USERS OR THIRD PARTIES

The Platform contains content and may contain Links to third-party Platform, through which other Registered Users or third parties may gain authorised or unauthorised access to the Registered User's personal data. These T&C's do not apply to the collection, processing or use of personal data that the Registered User has communicated to other Registered Users and/or third parties. It is in the Registered User's best interest to acquaint themselves with the rules of personal data protection, and the protection of privacy applied by other Registered Users and/or third parties.

12 MODIFICATION AND DELETION OF PERSONAL DATA

The Registered User is legally entitled to request modification or deletion of their personal data or deletion from the Registered User database at any time. Modification or deletion of data shall be effected on the basis of an appropriate notice addressed to The Company.

13 DISCLOSURES REQUIRED BY SECTION 43 OF THE ECTA

Access to the services, content, software and downloads available from the Online Products may be classified as “electronic transactions” as defined in terms of ECTA and you therefore may have the rights detailed in ECTA. Accordingly, the following information is provided:

- 13.1 The full name and legal status of the Online Product owner: RA Cellular Pty Ltd t/a R&A Cellular (Registration No: 2014/170410/07)
- 13.2 Main business: Payment Solution Services
- 13.3 The Website address of the Website is: [www.Wallet2Wallet .co.z](http://www.Wallet2Wallet.co.z)
- 13.4 The official e-mail address of the Website is: info@Wallet2Wallet.co.za
- 13.5 Access to and use of the Website is provided free of charge and paid for;
- 13.6 Users may lodge complaints concerning the Platform: complaints@Wallet2Wallet.co.za

14 COOKIES

- 14.1 We reserve the right to use cookies.
- 14.2 A cookie is a group of data serving as the Registered User’s anonymous individual identifier that is sent by it’s browser Platform. Cookies are sent when the Registered User accesses the Platform. They are stored on the Registered User’s computer and serve to record information about the Registered User’s subsequent online visits. Therefore, after a cookie has been stored on the Registered User’s computer every time the Registered User returns to the Platform, it shall look for the cookie in order to read the stored data.

- 14.3 A cookie is an anonymous individual identifier; it does not contain or send any personal information to the Platform that is stored on a Registered User's computer but only enables faster and more efficient activation of information, data and settings previously communicated during access and use of the Platform.
- 14.4 The Registered User can modify or disable cookies through the Options or Settings of their browser that allows the Registered User to select an appropriate option for receiving cookies or even to disable them entirely. However, disabling cookies completely will reduce the efficiency of some content available on some Platform.