



My Marketing Portal (Pty) Ltd
Registration Number: 2020/163383/07
Bondev Park, Block H
Eldoraigne
0157
legal@my-marketing.co.za
www.my-marketing.co.za

My Marketing Portal (Pty) Ltd

(Registration Number: 2020/163383/07)

t/a

My-marketing™

Code of Conduct

2021



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All clauses which appear in the same font/format as the words in this clause (in other words, in bold italics) have been clearly explained to The Customer in good time prior to the conclusion of this Code of Conduct. The Customer has confirmed its understanding and full acceptance of the nature and consequences of the clauses which appear in italics and The Customer's understanding and confirmation of the nature and implications of these clauses has been recorded for reference purposes.

1. Background and Acknowledgement

It is recorded that My Marketing Portal (Pty) Ltd herein after called as My-Marketing™ has obtained the right to use a Platform Technologies and Business Concepts associated with My-Marketing™ and where My-Marketing™ is not the owner of any component it has been authorised by the legal owner to allow The Customer to use it in the manner as set out herein.

The Customer undertakes that it will, if necessary, upon being requested to do so, enter into such further Agreements with My-Marketing™ or its nominee regarding the use of any Technology or Business Platforms, if such request is deemed reasonable by My-Marketing™ given the business needs of Customers.

The Customer acknowledges that notwithstanding anything to the contrary contained herein, it does not explicitly or implicitly acquire any Proprietary Rights belonging to My-Marketing™. The Agreement shall apply mutatis mutandis to any other Trademarks and trade names of which My-Marketing™ or their related partners are the proprietors and to any such name or mark which My-Marketing™ or its related partners may register or use at any time hereafter.

The Customer hereby irrevocably undertakes that it will immediately, upon termination of the Agreement for whatever reason, cease to use the business Platforms of My-Marketing™, and shall forthwith surrender to My-Marketing™ all Operations Manuals and other manifestations of the Business Platform that has been made available to it in terms of this Code of Conduct.

The Purpose of My-Marketing™ is a well-established and accepted marketing medium. As such the communication with the potential Customers should be factual, honest, decent, and informative, and should not violate any of the laws of the country. The main purpose of the Code of Conduct is twofold. For those in My-Marketing™ it lays down criteria for professional conduct. Its rules form the basis for arbitration where there is a conflict of interest.

As The Customer or Customers, you need to have read, agreed to, and adhere to My-Marketing™ Code of Conduct as set out below:



By agreeing to become a Customer, you agree to keep abreast of, be bound by and comply strictly with the rules, regulations and code of ethics embodied herein (“the Code of Conduct”) and as updated from time to time.

References in this Code of Conduct to “the parties” are references or partners to My-Marketing™, who are bound to each other by the terms of this code as contracting parties.

Amendments to this Code of Conduct may only be amended by My-Marketing™ provided that written notice of the proposed amendments shall have been published on www.my-marketing.co.za or any of its websites or portals.

2. Definitions

- 2.1. **“Application”** means the application and/or registration form to be completed by a person desiring to apply for Customers status on My-Marketing™.
- 2.2. **“Business day”** is a day that is not a Saturday, Sunday, or a public holiday in South Africa.
- 2.3. **“Business Models”** means My-Marketing™ is the owner and developer of a variety of Business Models aimed at providing businesses with innovative Rebate Development capabilities through the development, marketing and implementation of business portals and e-commerce platforms with multi-user and multi-tenant capabilities, compensation plans and models. My-Marketing™ offers its Business Models and derivatives thereof to Customers through License models and/or benefit sharing models.
- 2.4. **Catalogue Owner** means a physical or online merchant, store or stores, retail outlet or outlets or individual who supply products on the catalogue within My-Marketing™ or who have agreed to accept My-Marketing™ appointed Payment Manager Payment Services at which the capability to process Transactions has been implemented with a rebate discount.
- 2.5. **“Customer”** means whoever has applied to be a Customer of My-Marketing™ in terms of a completed registration and who has received the requisite approval from My-Marketing™.
- 2.6. **“Code of Conduct”** means this code setting out the rules and practices applicable to and binding upon Customers and as may be amended from time to time by My-Marketing™ in its sole discretion, the current version of which may from time to time be accessed on My-Marketing™ Website at www.my-marketing.co.za and of which The Customer application and/or registration forms part.
- 2.7. **“Company”** means My Marketing Portal (Pty) Ltd t/a My-Marketing™ with registration number 2020/163383/07 and where appropriate includes its Cooperation



Partner Agreements, Licensees, Tenants, and or Actors. Catalogue Owners, Divisions, Subsidiaries, Holding company and fellow subsidiaries

- 2.8. **“Customer”** herein referred as I, My, Me, You, means who has applied to become a user in terms of a completed KYC application and who has received the requisite approval from My-Marketing™
- 2.9. **“Effective date”** means the date on which My-Marketing™ provides communication in any electronic form or other written acceptance of the applicant’s application to be appointed as a Customer.
- 2.10. **“Extended Incentive Rebate”** means the sharing of responsibilities of product marketing and creation of awareness across communities, it manages to leverage the abilities of a variety of individuals for a more effective marketing strategy while providing contributors with a share as a sale incentive within My-Marketing™.
- 2.11. **“Licensee”** means it has secured the right to utilise the special skills, know-how, technical information, and operational information as acquired over many years by My-Marketing™ to share the profit and directly responsibilities of product marketing.
- 2.12. **Merchants** means an approved KYC Merchant of My-marketing™, with a physical or with an online catalogue, store or stores, retail outlet or outlets or individual who supply products and catalogue with My-marketing™ and has agreed to accept My-marketing™ appointed Payment Manager Payment Services at which the capability to process Transactions has been implemented with an incentive rebate.
- 2.13. **“My Community”** means the contributors you directly share the responsibilities of product marketing; the variety of contributors share the commission rebate for a more effective marketing strategy within My-marketing™.
- 2.14. **“My-Marketing™”** means My Marketing Portal (Pty) Ltd with registration number 2020/163383/07, the brand My-Marketing™, together with all other trademarks, trade secrets, Business Concepts, whether registered or not and obtained by My-Marketing™; as in existence now as well as obtained in the future.
- 2.15. **“My-Marketing™ License and/or Cooperation Agreements”** means The Business Software License as the Platform and aimed at providing businesses from a variety of industries with a software development platform to enable competitive, scalable and affordable business software solutions that is quick to deploy and easy to maintain. This software platform will also be referred to as The Licenced Software to My-Marketing™
- 2.16. **“Payment Manager”** means the appointed and registered Payment Manger by My-Marketing™ is BXChange iMali (Pty) Ltd with registration 2018/438947/07 (also see <https://www.my-imali.com/>)
- 2.17. **“Party”** or “parties” means My-Marketing™ or The Customer or Merchant, as the context requires.
- 2.18. **“Proprietary Rights”** means the trademarks and Know-how held by My-Marketing™ or its nominated appointees, and such other registered trademarks, trade names,



copyrights, symbols, signs, insignia, emblems, logo's and slogans as My-Marketing™ may adopt, designate or acquire for the use of My-Marketing™. It means the whole ambit of My-Marketing™ (electronic or computerized), knowledge, Know-how, expertise and skills of My-Marketing™ now existing or which may come into existence hereafter in the establishment and conducting of the business of The Customer including the Rights, the Intellectual Proprietary Rights, the Manuals, the Name, the Know-how and the Brand.

- 2.19. **“Product and services”** mean those products and services endorsed and made available by My-Marketing™ from time to time for the purposes of The Customers marketing opportunity, together with the provisions applicable to such product or services and which may from time to time be reviewed on My-Marketing™ website. T&C's Apply on each product. T&C's Apply on each product.
- 2.20. **“Product payments”** means those premiums or other amounts due from time to time for the purchase of product or services.
- 2.21. **“Rebate”** means a rebate refund and/or a reward and/or a commission as an incentive on a sale paid by Customer for a registered My-Marketing™ Product Provider retrospectively (on an amount for a product, bill, or direct payment) as a marketing sale incentive to My-Marketing™.
- 2.22. **“Referral Code”** means the electronic lead, as a link or QR Code that link you directly to share the responsibilities of product marketing under My Referral within My-Marketing™.

3. My-Marketing™ Disclaimers

We specifically draw your attention to the following crucial provisions, which My-Marketing™ requires you to read and agree to, prior to concluding any transaction and interacting in any way whatsoever with My-Marketing™ or Business Models:

- 3.1. Our DISCLAIMERS, WARRANTIES and LIMITATION OF LIABILITY PROVISIONS as contained on our Website.
- 3.2. Our PRIVACY POLICY as contained on our Website.
- 3.3. All the provisions in all the Terms and Conditions of My-Marketing™.
- 3.4. Nothing herein contained shall limit or exempt a supplier of goods or services from liability for any loss directly or indirectly attributable to the gross negligence of the supplier or any person acting for or controlled by the supplier, as envisaged in Section 51(1)(c)(i) of the Consumer Protection Act.
- 3.5. Nothing herein contained shall limit or exempt a producer, importer, Developer, or retailer from liability for harm or damage caused by goods, as envisaged in Section 61 of the Consumer Protection Act.



- 3.6. If any of our Terms and Conditions conflict with the provisions of the Consumer Protection Act, the latter shall prevail.
- 3.7. We are committed to the provisions and the spirit of the Consumer Protection Act. As it is new law difficulties concerning the interpretation and the application of the law will inevitably arise. We invite you to email our support Centre on support@my-marketing.co.za if you feel that we have not complied with the spirit or the letter of the law so that we can take corrective action, if required.
- 3.8. This Code of Conduct together must be read with our DISCLAIMERS, WARRANTIES AND LIMITATION OF LIABILITY PROVISIONS, PRIVACY POLICY and any PARTNER SPECIFIC REBATE INCENTIVE TERMS AND CONDITIONS TERMS AND CONDITIONS, which may be accessed www.my-marketing.co.za.
- 3.9. We provide various kinds of resources, information, and tools ("My Resources") on My-Marketing™ and Website and in our brochures, emails, and SMS's, about our products and services, our Affiliates and other third parties. This information is only meant to serve as a guideline, and you should not place any reliance on it without verifying the information.
- 3.10. Unless expressly otherwise stated, none of the information must be treated as:
- 3.10.1. an offer: it is merely an invitation to do Business with My-Marketing™; nor
 - 3.10.2. as financial, legal, investment or any professional advice of any kind. You must consult a professional advisor before You rely on any information that is published on or accessible via the Website or on the results of any calculators provided on My-Marketing™ or Websites.
 - 3.10.3. Customers are fully responsible for their own tax affairs and income tax implications arising from or associated with any rebate incentive, benefits, discounts, or any My-Marketing™ received, accumulated, transferred, or spent income.
 - 3.10.4. My-Marketing™ or any of its affiliates are not in any way liable and The Customer hereby fully indemnifies My-Marketing™ and its affiliates and hold My-Marketing™ completely harmless against any and all damages, claims and fines, including all legal costs on an attorney-and-own-Customer scale, whether same arise from or are connected to any tax matters or any other matters.
 - 3.10.5. My-Marketing™ does not issue Section 18A tax certificates for any donations.
- 3.11. Customers are independent contractors to whom no remuneration as defined in the Income Tax Act is paid.
- 3.12. It is specifically recorded that Customers are not employees, agents, or partners of; and not in a joint venture with My-Marketing™. Customers are not under the supervision or control of My-Marketing™ regarding the way they operate or their hours of work.
- 3.13. In the event of any Customers' unpaid tax liabilities such as income tax, VAT or otherwise, My-Marketing™ will have the right to recover such unpaid tax liabilities



from commissions or Benefit Earnings due to such Customers and pay it directly to SARS on behalf of The Customers, including penalties and interest charges levied, if legally required by SARS to do so.

4. Your Engagement with My-Marketing™

- 4.1. As a Customer of My-Marketing™, you are deemed to be an independent contractor. Nothing herein will be construed as creating an employer-employee relationship between My-Marketing™ and the Entrepreneur for any purpose whatsoever, including without limitation, for the purposes of the Labour Relations Act, 1995 (As amended), the Basic Conditions of Employment Act, 1997 (As amended), the Unemployment Insurance Act, 1996 (As amended), and/or any other relevant legislation that may normally be applicable to an employer-employee relationship. Nothing contained herein will be construed as creating an agency, partnership, or joint venture between My-Marketing™ and their Entrepreneur.
- 4.2. Your engagement as a My-Marketing™ Entrepreneur will commence upon receipt of an email or other electronic or written communication from My-Marketing™ confirming your unique account number.
- 4.3. You have no power or authority to represent My-Marketing™ or their Licensee's, neither to incur any liability, obligation nor to make any representation nor otherwise, whether directly or indirectly, on its behalf. You may not initiate nor accept any order nor accept any payment on My-Marketing™ behalf. You are entirely responsible for your own liabilities and obligations incurred in the running your referrals and under no circumstances does My-Marketing™ accept any responsibility for your affairs. You hereby agree to indemnify My-Marketing™ against any liabilities arising out of acts or omissions of any nature you undertake or create.
- 4.4. As a Customer you are permitted to conduct the activities of a My-Marketing™ on a non-exclusive basis.
- 4.5. Nothing in this code of conduct or any other My-Marketing™ documentation will mean, whether express or implied, that you have been appointed as a financial or insurance advisor or consultant or broker, or as an agent or representative of My-Marketing™ or any of its endorsed product suppliers.
- 4.6. Any information of whatever nature you supply to My-Marketing™, including personal details and/or photography/cinematography supplied to or taken by My-Marketing™ will be stored on a computer database and we will utilise that data/image/video footage for such purposes as My-Marketing™ deems fit and in our sole discretion, including disclosure and dissemination thereof, all of which you expressly and irrevocably endorse and consent to without liability.
- 4.7. You will operate independently without supervision and according to your own.



5. Your Role as a Customer

- 5.1. As Customer you need to register and as such you received a unique referral link or QR Code for My-Marketing™ to understand your channel you directly share the responsibilities of product marketing.
- 5.2. Customer means whoever has applied to be a Customer of My-Marketing™ in terms of a completed registration and KYC form and who has received the requisite approval from My-Marketing™.
- 5.3. Customers must always conduct themselves professionally and ethically with integrity, objectivity, confidentiality, due competence, and care. These ethical standards are wholly complying with the Code of Good Practices suggested by the South African Department of Trade and Industry, the Code of Ethics and Standards Followed by the Direct Marketers Association of South Africa and the Direct Selling Association of South Africa.
- 5.4. Notwithstanding anything to the contrary contained herein, My-Marketing™ will not be liable to you for any loss, damage, injury, death or for any indirect or consequential loss of any kind howsoever arising, including but not limited to any damages suffered as a result of a defect in any product or services, promotional material, or loss or injury arising as a result of any defect in My-Marketing™ equipment, venues or vehicles or as a result of Customers attending any My-Marketing™ reception, meeting, rally, forum or function and regardless of whether caused by the negligence of My-Marketing™, its officers, directors, employees, suppliers or consultants, hours of work. You will only be rewarded for the results of your referrals incentives and rebates purchase.
- 5.5. My-Marketing™ reserves the right to amend or alter the price of the product or services, specifications thereof, the returns and rebates structure/s, form and content of its marketing materials at its discretion, on reasonable advance notice, from which date changes will become immediately effective.
- 5.6. As a Customer you will not be granted any exclusive area or an exclusive “franchise” or any other such exclusive agreement with My-Marketing™.

6. Permissions and KYC

- 6.1. As a Customer you must:
 - 6.1.1. Observe all applicable laws, rules, regulations, codes of conduct and service standards relating in any manner to the performance of your obligations under this code including but not limited to all income and value added taxes and other governmental and local authority obligations, insurances and the filing of relevant returns and information and the discharging of those obligations timeously and the maintaining of proper accounting records.



- 6.1.2. Familiarise yourself and remain up to date with the most current information published on My-Marketing™
- 6.1.3. The web page www.my-marketing.co.za or any My-Marketing™ Licensee webpage including but not limited to the prevailing version of this code;
- 6.1.4. Inform all those to whom you convey or show promotional materials that all product and services are direct-purchase, single need products and services made available by means of printed or electronically displayed literature, without advice or analysis of any kind and that those buying such products or services must apply themselves to such literature or information and make their own arrangements to ensure that such product or services are appropriate to their own unique circumstances and needs.
- 6.2. The registration process also requires My-Marketing™ to authenticate Customers through our KYC (Know Your Customer) process is governed by the Financial Intelligence Centre Act (38 of 2001) to provide you with a wallet. This process may include verification and if such authentication cannot be completed within 30 (thirty) days of receiving your registration application, your registration will lapse. It is the responsibility of The Customer to ensure that this process is duly completed, and The Customer will have no remedy for any damages whether direct or consequential if such application lapses.
 - 6.2.1. FICA and KYC of Corporations, partnerships, limited and/or public liability companies or other forms of business organizations or trusts may become Independent Customers of My-Marketing™ when the Agreement is accompanied by CIPC Documentation and Directors ID documentation and supporting documentation provided to the compliance department.
 - 6.2.2. Shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable of Independent Customer entity must agree to hold such title, and Company will hold each personally liable and bound by the Agreement and these Policies and Procedures and Terms and Conditions. The Compliance Department might require notarized written consent depending on the Articles of Incorporation received.
- 6.3. Once we have identified and authenticated a Customer, and at the sole discretion of My-Marketing™, may accept The Customer as part of My-Marketing™. You will not be able to earn Cash or any My-Marketing rebates or earnings until you have been authenticated and the application has been accepted by My-Marketing™. It is also very important to continually advise My-Marketing™ if any of The Customers' personal or legal entity information provided to My-Marketing™ remains accurate after registration.
- 6.4. My-Marketing™ is based on a cashless payment Platform and communicates with you through the Internet and electronic means. Customers are responsible for maintaining good practices in keeping your Customer Name and Password and you mobile phone secure (whether for transferring money onto your Wallet or paying for Offerings or



transferring money to other Wallets, or any other transaction as it relates to My-Marketing™. You as Customer therefore warrant that when your Customer Name and Password have been entered into My-Marketing™ website or any Payment Manager appointed by My-Marketing™ for any transaction, that you have authorised such transaction.

- 6.4.1. If The Customer is a legal entity operating as a business and has been referred by another Customer, My-Marketing™ may need to verify whether The Customer has authorised the Transactor as indicated on My-Marketing™ registration form and that this is a person who is authorised to transact on behalf of the business on the business account to be linked to My-Marketing™.

7. As a Customer you may not

- 7.1. Commence your Customership activities until you have received confirmation from My-Marketing™ that your application to become a Customer has been approved and a unique Customer number has been allocated to you;
- 7.2. Give or offer any financial or insurance advice or assistance in your capacity as a Customer;
- 7.3. Perform any function or service that may be construed as an intermediary service as defined in the Financial Advisory and Intermediary Services Act, 2002 (As amended);
- 7.4. Make any representations or statements on behalf of or in the name of My-Marketing™ or any partner of My-Marketing™, in relation to the endorsed product or services, or in relation to the supplier or product underwriters to any person whatsoever, except as approved in writing by My-Marketing™;
- 7.5. Collect or pay any premium or other payment on behalf of any other person including another product owner or My-Marketing™;
- 7.6. Institute proceedings against any third party in respect of any claim howsoever arising because of your engagement as a Customer, or in connection with your activities as a Customer, without My-Marketing™ prior written approval;
- 7.7. Attempt to or bind My-Marketing™ to any agreement, arrangement, or contract;
- 7.8. Attempt to obtain any credit facilities either in the name of or on behalf of My-Marketing™;
- 7.9. Attempt to make any representation on behalf of My-Marketing™ in any way whatsoever, nor to accept, alter, discharge, waive or terminate any product on behalf of My-Marketing™;
- 7.10. Publish, sell, develop, or distribute any advertising, training, or other material, or conduct any marketing activities (including any social media advertising or campaign) relating to or in connection with My-Marketing™, its promotional methods or the endorsed product and services, the product supplier or the product underwriters, without the prior written approval of My-Marketing™;



- 7.11. Use any promotional materials, documents or contents prepared by My-Marketing™ for any purpose other than the purpose for which it was provided to you in terms of this code;
- 7.12. Send unsolicited advertising in any form including, any electronic communication, SMS's, automatic voice messages, social media posts, normal mail post or emails or engage in spamming in order to promote My-Marketing™, its business opportunity, promotional methods or product and services, other than with the prior written approval of My-Marketing™. You may use only the official My-Marketing™ promotional materials, websites, and social media channels.
- 7.13. Use the name “My-Marketing™” or any other trademark, trade name or logo of My-Marketing™ and / or its partners otherwise than strictly in accordance with this code;
- 7.14. Form a company, firm or other entity incorporating as part of its name the word “My-Marketing™”, or any similar word.
- 7.15. Apply for the registration of the word “My-Marketing™”, “Customer”, or any similar word or any trademark, trade name or logo of My-Marketing™ as a trade name or trademark.
- 7.16. Make any claim that any regulatory authority approves or endorses any of My-Marketing™ product or services and/or product providers and/or marketing methods.
- 7.17. Directly or indirectly procure, persuade, induce, or encourage any:
 - 7.17.1. Employee of My-Marketing™ to leave their employment;
 - 7.17.2. Customer to terminate his engagement as a Customer;
 - 7.17.3. Product or service owner to cancel or return anything purchased by him or her.
- 7.18. For the duration of your engagement in terms of this code become involved in any manner whatsoever, in the provision of services or the sale of product or services where such services or products in any way compete with My-Marketing™ endorsed products or services.
- 7.19. Cede, delegate, or assign any of your rights and / or obligations in terms of this code without the prior written consent of My-Marketing™, which My-Marketing™ may grant in its sole and unfettered discretion.

8. Culture and Business Principles

- 8.1. Fundamental to the culture and mandate of My-Marketing™ is that it's Customer both accept and abide by the highest ethical standards ensuring that all persons are treated fairly and given clear, concise, easy to understand and complete information based on the following principles:
- 8.2. Integrity
 - 8.2.1. Customers should be open and honest in all interactions with potential product owners and other Customer and should not violate any of the laws of South



Africa in the performance of his duties. The principle of integrity imposes an obligation on all Customer to interact fairly and truthfully with everyone.

8.2.2. Customer may NOT knowingly be associated with information, reports, incidents, accusations, or other communication that:

8.2.2.1. Contain materially false or misleading statements; or

8.2.2.2. Omit or obscure information required to be included, where such omission or obscurity would be misleading.

8.2.2.3. When a Customer becomes aware that another Customer has been associated with such information, reports, incidents, accusations or other communication, The Customer must immediately inform My-Marketing™ and take any required steps to be dissociated from such matters

8.2.2.4. Interactions with children and minors imposes a special responsibility on The Customer. Customer must recognise that children and minors are not adults and that greater care must be taken when engaging with them and The Customer must not exploit their naivety, lack of experience or sense of loyalty.

8.3. Sustainability Objectivity

The journey to financial inclusion for responsible, sustainable, and affordable access to financial products requires financial education. Wealth creation requires an understanding of the basics on how to manage money better. My-Marketing™ is committed to democratise the quality of financial services and will provide information, education, and opportunities for its stakeholders to become part of the economy. We believe that an incentivised financial education can play a critical role in driving the shift from a short-term, spending mentality to a sustainable, long-term savings mindset. Our unique program allows for our stakeholders to trade themselves into a better economic position by converting earned rebate incentive into sustainable credit. We aim to improve basic financial literacy by rewarding our stakeholders for “good” financial behaviour. The principle of objectivity imposes an obligation on all Customer to ensure that they are NEVER placed in a position of bias, conflict of interest or under the undue influence of others. A Customer shall not perform their function if a circumstance or relationship has the capacity to unduly bias, jeopardise or compromise The Customer position.

8.4. Ethos

“We continuously strive to be a company that inspires pride and commitment in all our people, where every subscriber of our team has an opportunity to contribute, serve, learn, grow and advance based on merit.

Our continuous aim is to create an environment of equality where the voices of all our Licensee’s, participants and subscribers are heard, respected, and valued; one in which we can achieve a balance of personal and professional achievement while having fun.



Above all, we are committed to creating value that will enhance their lives, while making a positive contribution toward all communities in which we work."

8.5. Compensation and marketing model

Jointly this translates into a promise to our Customers that the power of growth is in the collective, together our sum must be greater than the individual parts. Or simply put, the sum of the shared benefit 1+1 should be 3 and not 2. Working together we can grow more! My-Marketing™ offers something for everyone. The sharing of responsibilities of product marketing and creation across parties, it manages to leverage the abilities of a variety of individuals for a more effective marketing strategy while providing contributors with a share as a sale incentive. We at My-Marketing™ understand that not everyone has the same goals or needs for that reason we have structured My-Marketing™ Business Model accordingly. Customers shall always disclose that My-Marketing™ model does not guarantee significant returns by just being part of the Programme and Remuneration Income is directly linked to your successful transactions and sales efforts.

8.6. Competence and Care

The principle of due competence and due care requires all Customer to maintain adequate knowledge and understanding of My-Marketing™ model at the level required to ensure that potential product owners and Customer receive accurate, complete, and objective information. The Customer is to take special care when engaging with people whose first language is not English.

8.7. Rebate Sharing

Rebate sharing will only be paid in respect of concluding successful transactions – therefore, securing contributions and the value of contributions. The sharing of responsibilities of product marketing and creation across parties, manages to leverage the abilities for a more effective marketing strategy while providing contributors with a share in the sale incentive Rebate remuneration will be paid in the Wallet approved by My-Marketing™ on or before the 15th for the previous month after the month end on which rebates have been collected.

8.8. Complaints

In the event of a Customer complaining that a Customer, in promoting the Programme, has engaged in any improper course of conduct pertaining to their representation, The Customer shall promptly investigate the complaint and shall take such steps as it may find appropriate and necessary under the circumstances to assist with the redress of any wrongs which its investigation discloses to have been committed and inform My-Marketing™ immediately of the relevant circumstances.

8.9. Fairness

Customers shall not abuse the trust of Customers, shall respect the lack of commercial experience of Customers and shall not exploit a Customer age, illness, lack of understanding or lack of language knowledge.



8.10. Confidentiality

- 8.10.1. A Customer must maintain confidentiality of information disclosed by product owners and Customer and not use such information for personal advantage or for the advantage of third parties.
- 8.10.2. The Customer undertakes to treat as strictly confidential all information of any nature whatsoever which he may obtain pursuant to his activities or arising from the implementation of this code, howsoever such information may be disclosed to him including, without limiting the foregoing, whether orally, visually, written or in electronic format.
- 8.10.3. Any confidential information, including, personal Information, know-how, trade secrets, techniques, methods of promotion and operating costs, obtained by The Customer in performing his obligations under this code is proprietary to My-Marketing™ and is being made available to him and/or will otherwise come into his possession solely for the purpose of fulfilling his obligations under this code.
- 8.10.4. The Customer may not disclose My-Marketing™ confidential information to any person other than as may be approved in writing by My-Marketing™ or as may be required by law.
- 8.10.5. The Customer must take all necessary security precautions to keep confidential My-Marketing™ confidential information.
- 8.10.6. The Customer acknowledges and understands that the unauthorised disclosure of My-Marketing™ confidential information may give rise to irreparable damage to My-Marketing™.
- 8.10.7. The Customer may not directly or indirectly use for his benefit or the benefit of any other person any of My-Marketing™ confidential information except for the purposes contemplated under this code.
- 8.10.8. The Customer will not use, copy, reproduce or modify My-Marketing™ confidential information in any way except for the purposes of performing his/her obligations under this code or on the specific written instructions of My-Marketing™.
- 8.10.9. The Customer agrees and undertakes that upon termination of his engagement, The Customer will return to My-Marketing™ all copies of any documents, handwritten notes, computer disks and other formats in or on which any of My-Marketing™ confidential information is stored.
- 8.10.10. The provisions of this code will survive termination of The Customer engagement.
- 8.10.11. For the purposes of this section “confidential information” means any information provided by any member of My-Marketing™ or collected by or made available to The Customer in connection with his/her activities under this code that identifies or can be used to identify, contact, categorise or locate



the person to whom such information pertains, or from which identification or contact information of an individual person can be derived. Confidential information includes, but is not limited to name, address, phone and email address, identity number and banking information and includes all details of product owners. Additionally, to the extent any other information is associated or combined with personal information, such information will also be deemed to be confidential information.

- 8.11. Professional Behaviour and Guarantee.
- 8.11.1. All Customers shall conduct themselves in a manner that shall not bring the name of My-Marketing™, its parent company, sister companies or its subsidiaries into disrepute. All Customers shall be honest and truthful in all their activities and shall never offer advice, compare, attack, degrade, discredit, or damage the reputation of a competitor's product or services, nor exaggerate information about the product or services.
- 8.11.2. My-Marketing™ will only accept new Registrants if they are satisfied that such Registrants: (a) Fully understand the programme; (b) Set realistic earning expectations; (c) Commit to always conduct themselves in a professional and ethical manner in accordance with My-Marketing™ Code of Conduct.
- 8.11.3. My-Marketing™ does not guarantee significant income by just being part of the programme. As for any business opportunity it will take effort, passion, and time to build your business and earn ongoing income. Do not believe any representations advocating that quick income is easily achieved without being actively involved. Please set yourself realistic expectations.
- 8.11.4. My-marketing does not provide any financial advice, please make sure you understand the opportunity and ask if you need any clarification on how to use the My-marketing Platform.
- 8.11.5. My-Marketing™ does not issue any guarantees and after the initial cooling-off period of 5 (five) working days, Registrants can unconditionally unsubscribe at any time. This Fact should always be disclosed by Registrants when promoting My-Marketing™ Business Model.

9. Intellectual Property

- 9.1. All copyright, trademarks, trade names, logos, designs, devices, patents, know-how and other intellectual property rights in any document, drawings, data, promotional or training material supplied by any member of My-Marketing™ to you in connection with your engagement or activities will remain vested in My-Marketing™ as appropriate.
- 9.2. You will bear the costs of all advertisements or other materials which you decide to publish. You may publish only provided you have the prior written consent of My-



Marketing™. Such materials must clearly indicate that you are an independently contracted Customers for My-Marketing™.

- 9.3. On expiration or termination of your engagement, The Customers will cease making use of any of My-Marketing™ materials or intellectual property.

10. Taxes and other Levies

You agree that you will be solely responsible for any tax liability, levy, charge, withholding or deduction of any kind which may arise as a result of the receipt of returns or any other rebate, incentives or disbursements received as a result of conducting your activities as a Customer including value added tax, unemployment insurance fund contributions, skills development levies, PAYE/SITE, or any other tax or levy.

11. Your Warranties Assurances and Undertakings

- 11.1. By accepting your engagement as a Customer, you warrant, undertake, and represent to My-Marketing™ that:
- 11.2. You are a South African resident in possession of a valid South African identity document, work permit or residency visa and are 18 years of age or older;
- 11.3. You have read and are familiar with this code and undertake to comply with it when performing your activities as a Customer and will familiarise yourself with any changes to the code from time to time;
- 11.4. You will under no circumstances give financial or insurance advice in your capacity as a Customer;
- 11.5. You will comply with all applicable current legislation and regulation;
- 11.6. You will indemnify, defend and hold harmless My-Marketing™ and its officers, directors, employees, suppliers and consultants against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses or other liabilities incurred or in connection with any claim directly or indirectly relating to a wrongful act or omission by you in terms of the activities performed by you under this code.
- 11.7. You understand that My-Marketing™ will suffer financial harm and loss if you breach the provisions of this code particularly the “Permissions and Restriction's” In the event that you breach any of the provisions of this code of conduct, in addition to any other remedies which My-Marketing™ may have, My-Marketing™ will be entitled to claim and recover from you an amount equal to the returns and any rebate incentive paid to you for the period of 12 completed calendar months prior to the said breach.
- 11.8. You understand and assure us that all the warranties in terms of this code given by you upon acceptance of your engagement are material and in the event of a breach of



any warranty, My-Marketing™ will, in addition to any remedies provided in this code, be entitled to all the remedies available to it at law.

- 11.9. You understand and assure My-Marketing™ that your engagement as a Customer is on the basis that the warranties contained herein are correct as at your engagement date and will continue to be correct for the duration of your engagement.

12. Personal Information & Communication

- 12.1. By accepting your engagement as a Customer, you agree to share the following information with My-Marketing™, or any subsidiaries, any of their sister companies, affiliates, suppliers, 3rd parties, any other Customers to whom the information is pertinent and all other relevant parties.
- 12.2. Your telephonic and electronic contact information including inter alia your postal and e-mail address, fixed line, and mobile telephone numbers.
- 12.3. Product and service information including but not limited to what product and/or services you have purchased, whether your payments are up to date or not and any cancellations and alterations.
- 12.4. Information about other Customers falling within your points.
- 12.5. Photographic and video images and material, and any editing, amendment, or addition thereto.
- 12.6. Any other personal information considered relevant by My-Marketing™.

13. Termination and Negligent or Wrongful Acts by you

- 13.1. Both you and My-Marketing™ will be entitled to terminate your engagement, with or without cause, by giving immediate written notice of termination to the other.
- 13.2. Notwithstanding anything to the contrary contained herein, My-Marketing™ will be entitled, without prejudice to any rights that it may have, including the right to claim damages or specific performance from you, to summarily terminate your engagement by giving written notice to you, if you:
- 13.2.1. breach any of the provisions of this code and fail to remedy such breach within 7 days of written notice given to you by My-Marketing™ requiring you to remedy the breach;
- 13.2.2. falsify, fraudulently alter, modify, or edit without permission any documents or records required by My-Marketing™, including but not limited to The Customers and product application forms, or commit any other act of dishonesty;
- 13.2.3. omit to act or commit any act which, in the reasonable opinion of My-Marketing™, adversely affects or is reasonably likely to adversely affect the goodwill or reputation of My-Marketing™, or any of their members, officers,



directors, employees, associates, contractors, subsidiaries, sister companies or parent company or other Customers;

- 13.2.4. give any financial, insurance or other advice which you are precluded from giving;
 - 13.2.5. are provisionally or finally sequestrated;
 - 13.2.6. commit any act of insolvency in terms of the Insolvency Act, 1936 (as amended); or
 - 13.2.7. act or fail to act in a manner which causes My-Marketing™ to suffer loss, damage or which is likely to cause My-Marketing™ to suffer loss, damage or reputational harm.
 - 13.2.8. should you be arrested, accused of racism, or reported in the press for any reason whatsoever.
 - 13.2.9. Should your engagement be terminated for any reason, you will forfeit the right to receive any returns, rebate incentive, or other benefits in terms of this code with effect from the date of your termination.
 - 13.2.10. If My-Marketing™, on reasonable grounds, suspects that an act referred to in rules 13.2.2 to 13.2.8 above has
 - 13.2.11. been committed, My-Marketing™ may in its sole and unfettered discretion on written notice to you immediately suspend your engagement as a Customer pending the outcome of an investigation into the matter. Upon finalisation of the investigation, My-Marketing™ will be entitled to terminate your engagement in accordance with this section 13 or to re-instate you.
- 13.3. If My-Marketing™ has suspended your engagement, for the duration of such suspension period you will not be entitled to any returns, rebate incentive, or other benefits. If My-Marketing™ re-instates you, My-Marketing™ will pay any benefits that accrued to you during the period of suspension.
- 13.4. If this code is terminated for no cause in accordance with rule 13.1 or due to your death, you or your estate, as the case may be, will be entitled to receive the returns which you would ordinarily have been entitled to in terms of this code.

14. Contracting Businesses

My-Marketing™ is a strictly individual to individual business. Customers may not contract any corporate business or firm with My-Marketing™. In addition, Customers may not contract any individual with My-Marketing™ in their capacity as an employee of that Customers (e.g. Where a Customer has direct access to employees or to their personal data and is purposefully contracted to My-Marketing™ to exploit that fact).



15. Resolving Disputes

- 15.1. The procedures set out in this section must be complied with in respect of all disputes or differences arising out of or in connection with this code (“dispute”). Unless a party has complied with the provisions of this section, that party may not commence proceedings relating to the dispute except where that party seeks urgent relief, in which case that party need not comply with this section in seeking such relief.
- 15.2. If any party alleges any dispute, that party must issue a notice of the dispute to the other and in each case the notice must set out, in reasonable detail, the basis of the dispute (“dispute notice”).
- 15.3. After the issue and receipt of a dispute notice, the parties must ensure that the parties meet and use reasonable endeavours to finally resolve the dispute within 10 business days from the date of such dispute notice.
- 15.4. If the parties are unable to resolve the dispute through the process detailed above, then either party may refer the matter to arbitration.
- 15.5. The arbitration will be held, with only the parties and their representatives present thereat, at a place and venue nominated by My-Marketing™.
- 15.6. The arbitration will, where possible, be held and concluded in 21 business days after it has been demanded. The parties will use their best endeavours to procure the expeditious completion of the arbitration.
- 15.7. The arbitrator will be an impartial advocate or admitted attorney of not less than 10 years’ standing appointed by My-Marketing™.
- 15.8. All discussions and proceedings will be held in English.
- 15.9. The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.
- 15.10. The provisions of this rule are severable from the rest of this code and will remain in effect after this code of conduct is terminated for any reason.
- 15.11. The arbitrator will have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 15.12. The decision of the arbitrator will be binding on the parties, without subsequent review and without the right to any appeal.

16. Correspondence

- 16.1. The parties choose as their address for service for all purposes under this code, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:
- 16.2. My-Marketing™
Bondev Park, Block H
Eldoraigne



0157

legal@my-marketing.co.za

www.my-marketing.co.za

- 16.3. Any notice or communication required or permitted to be given in terms of this code will be valid and effective only if in writing, but My-Marketing™ will be competent to give notice by fax, SMS, email or publications on My-Marketing™ Website.
- 16.4. Either party may by notice to the other party change the physical address chosen as its address for service to another physical address where postal delivery occurs in the RSA or its postal address or its fax number or e-mail address, provided that the change will become effective on the 7th business day from the deemed receipt of the notice by the other party.
- 16.5. Any notice to a party:
- 16.5.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to its chosen address for service will be deemed to have been received on the 7th business day after posting (unless the contrary is proved); delivered by hand to a responsible person during ordinary business hours at its chosen address for service will be deemed to have been received on the day of delivery; or
 - 16.5.2. sent by electronic email or SMS to its chosen email address or cell phone number will be deemed to have been received on the date of dispatch (unless the contrary is proved);
 - 16.5.3. published on My-Marketing™ website will be deemed to have been received on the 5th business day after publication;
 - 16.5.4. Notwithstanding anything to the contrary contained in this code a written notice or communication actually received by a party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for service.

17. General

- 17.1. This Code of Conduct together with all Disclaimers, Warranties, Limitation of Liability Provisions Terms and Conditions and or any agreement between The Customer and My-Marketing™ constitutes the entire agreement between the parties and supersedes any other discussions, prior arrangements and/or understandings regarding the subject matter of this code, including but not limited to any prior codes.
- 17.2. No addition or modification to any provision of this Code of Conduct will be binding on the parties unless made in writing and signed by an authorised representative of My-Marketing™.



My Marketing Portal (Pty) Ltd
Registration Number: 2020/163383/07
Bondev Park, Block H
Eldoraigne
0157
legal@my-marketing.co.za
www.my-marketing.co.za

- 17.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Code of Conduct will preclude such party thereafter from exercising its rights strictly in accordance with this code.
- 17.4. To the extent that My-Marketing™ grants any indulgence in its sole and unfettered discretion, such indulgence will not be construed as creating a precedent nor will it be binding upon other Customers requesting the same or similar indulgences and will not preclude My-Marketing™ from refusing to grant same without the need to provide reasons therefore.
- 17.5. To the extent permissible by law no party will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Code of Conduct and/or whether it was negligent or not.
- 17.6. My-Marketing™ reserves the right to make exceptions to the provisions of this code of Conduct at its sole discretion and, where there is doubt, to interpret this Code of Conduct in accordance with its intentions at the time of its drafting.
- 17.7. My-Marketing™ may freely cede, delegate, or assign its rights and/or obligations hereunder.