



My Marketing Portal (Pty) Ltd

Registration Number: 2020/163383/07

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www.my-marketing.co.za

MY MARKETING PORTAL (PTY) LTD

t/a

My-marketing™

TERMS AND CONDITIONS

PLEASE READ THIS TERMS AND CONDITIONS CAREFULLY BEFORE USING MY-MARKETING™ , PORTAL OR WEB SITE OR ANY OTHER MY-MARKETING™ SITE(S)

This My-Marketing™ Terms and Conditions is entered into between My-Marketing Portal (Pty) Ltd with registration number 2020/163383/07 herein referred to as My-Marketing™ and The Client. This Terms and Conditions sets out the legal terms and conditions for your use of My-Marketing™, and related web sites and any other My-Marketing™ web site(s) for your purchase and/or use of My-Marketing™, products and goods or services in connection with My-Marketing™ opportunity (collectively referred to hereinafter as, "My-Marketing™"). This Terms and Conditions also provides information on how to become a Client.

Your use of My-Marketing™ and web site(s), including all web pages (collectively, the "Site") and all information, data, text, software, information, images, sounds or other materials (collectively, the "Content") contained therein, or your use or purchase confirms your acceptance of this Terms and Conditions and is subject to your continued compliance.

If you are dissatisfied with any part of My-Marketing™, its websites, your sole and exclusive remedy is to stop using the websites, except as otherwise expressly stated herein after.



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NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation

In the interpretation of this Terms and Conditions unless the context otherwise requires.

- 1.1 any one gender shall include the others, the singular shall include the plural, and words denoting natural persons shall include any legal person or vice versa in each instance.
- 1.2 any reference to any legislative or other enactment shall be deemed to refer to such enactment as it exists at the date of electronically accepting or signature of this Terms and Conditions, and as amended and/or re-enacted from time to time.
- 1.3 insofar as any of the definitions below contain any provision which affects the legal rights and/or obligations of the parties the fact that such provision forms part of a definition shall not be regarded as derogating from its legal efficacy, and any such provision shall be as binding upon the parties as if it was set out in the body of this Terms and Conditions.
- 1.4 The headnotes to paragraphs are inserted for reference purposes only and shall not affect the interpretation of the substance thereof.
- 1.5 **Auditors** means a firm of practising and registered Chartered Accountants in South Africa (CA(SA)).
- 1.6 **Business** means the promotion of My-Marketing™ to Customers and Merchants; and promoting the business processes and business concepts developed by My-Marketing™ from time to time.
- 1.7 **Benefit** means the tangible “rebate, reward, commission incentive” accumulated by a Client from time to time through purchases, promoting, and marketing of products and services through participation in My-Marketing™.
- 1.8 **Customer** means any user, any individual (natural person as a customer) (any legal registered entity) or business entity, or Merchant, or Actor who has applied to become a user in terms of a completed KYC application and who has received the requisite approval from My-Marketing™.
- 1.9 **Code of Conduct** means the main purpose of the Code 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 a Client or Customers, you need to have read, agreed to, and adhere to My-Marketing™ Code of Conduct. By agreeing to become a Client, you agree to keep abreast of, be bound by and comply strictly with the rules, regulations and code of ethics embodied (“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
- 1.10 **Concepts** means the Business Concepts and Business processes by My-Marketing™ conducted by Customers as laid out in Business Concepts, Trademarks, and Operations Manuals of My-Marketing™.



- 1.11 **Company** means My-Marketing Portal (Pty) Ltd with registration number 2020/163383/07 herein referred to as “My-Marketing™”.
- 1.12 **Effective Date** means the date at which the Terms and Conditions were last updated by My-Marketing™; notwithstanding your date of registration with My-Marketing™ or your acceptance of any My-Marketing™ or your first date of accessing any Content of My-Marketing™.
- 1.13 **“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™.
- 1.14 **Know-how** means, but is not limited to, all confidential-, technical and commercial information relating to the Business, Concepts, and Operation of My-Marketing™, Merchants, Services Providers and Suppliers from time to time. “Know-How” also includes information contained in the operations manuals, the computer programs and any other documents whether reduced to writing or not, that became known to related individuals, office bearers, or employees of the Client or Client.
- 1.15 **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.
- 1.16 **Month** means any calendar month.
- 1.17 **“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™.
- 1.18 **My-Marketing™** means collectively and not limited as a programme with rebate incentives, marketing plans supported by technologies, e-commerce capabilities, electronic payment capabilities, Wallets, Business, Concepts, Portals, Web Pages and Databases containing information of Customers, and Merchants.
- 1.19 **My-Marketing™ Brand** means My-Marketing™, its Licensees, Collaboration Partners, 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.
- 1.20 **Operations Manuals** means the business plans, operations manuals, Client manuals, sales and marketing literature, computer programs and directives, mentoring and consulting services and all directives and instructions from My-Marketing™ as amended from time to time, which the Client has agreed to keep confidential as at the Effective Date of this or latest publish Terms and Conditions.
- 1.21 **Parties** means My-Marketing™, Merchants and Customers shall mean either one of them as the context may indicate.
- 1.22 **Product Provider** means an entity registered with My-Marketing™ that agrees to a sales incentive rebate, in refunds on product and or products to be shared within My-Marketing™. T&C’s Apply on each product.



- 1.23 **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 the systems (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 Client including the Rights, the Intellectual Proprietary Rights, the Manuals, the Name, the Know-how and the Brand.
- 1.24 **“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/>)
- 1.25 **“Rebate”** means a “rebate and/or a reward and/or a commission” as an incentive refund on a sale paid by Client to a registered My-Marketing™ Product Provider retrospectively (on an amount for a product, bill, or direct payment) as a marketing sale incentive for My-Marketing™. T&C's Apply.
- 1.26 **“Rebate Developing”** means 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 within My-Marketing™. T&C's Apply.
- 1.27 **“Referral Code”** means the electronic lead, as a link or QR Code that link you directly to share the responsibilities of product marketing on My Referral within My-Marketing™.
- 1.28 **Trademarks** means My-Marketing™ and any other Trademarks that may be registered in the future by My-Marketing™ or its Merchants, Cooperation Partners and or Their Licensees.
- 1.29 **Wallet** means and electronic wallet (also referred to as a “mobile wallet”) that stores payment information for use on a mobile device or home computer. The Wallet are a convenient way for Customers to make in-store payments or on-line payments and can be used at Merchants that are listed and registered Merchants with My-Marketing™. My-Marketing™ uses BXChange iMali (Pty) Ltd as Payment Manager (also see <https://www.my-imali.com/>)

2 Terms and Conditions

- 2.1 By accepting these terms and conditions, as published on My-Marketing™ through its Websites and Portal, you enter into a binding legal Terms and Conditions in respect of My-Marketing™ as set out in this document and its appendices:
- 2.2 These terms and conditions (“**Terms and Conditions**”) and privacy policy (“**Privacy Policy**”) contained herein apply between My-Marketing™ and their Payment Manager and any and all persons (“**Client**”) who access, visit, utilise, registers for and/or opens a wallet with My-Marketing™.
- 2.3 The Terms and Conditions and Privacy Policy shall collectively be referred to as the “**Terms**”
- 2.4 My-Marketing™ provides various services via the following:
- 2.4.1 its website which can be found at www.my-marketing.co.za;
 - 2.4.2 its licensee's, Customers, and Merchants;
 - 2.4.3 its mobile application Portal.



3 Acknowledgements and Terms and Conditions

- 3.1 It is recorded that My-Marketing™ has obtained the right to use the Technologies and Business Systems 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 Client to use it in the manner as set out herein.
- 3.2 The Client undertakes that it will, if necessary, upon being requested to do so, enter such further Terms and Conditions with My-Marketing™ or its Licensee's regarding the use of any Technology or Business systems, if such request is deemed reasonable by My-Marketing™ given the business needs of Customers.
- 3.3 The Client acknowledges that notwithstanding anything to the contrary contained herein, it does not explicitly or implicitly acquire any Proprietary Rights belonging to My-Marketing™. This Terms and Conditions 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.
- 3.4 The Client hereby irrevocably undertakes that it will immediately, upon termination of this Terms and Conditions for whatever reason, cease to use the business systems of My-Marketing™, and shall forthwith surrender to My-Marketing™ all Operations Manuals and other manifestations of the business system that has been made available to it in terms of this Terms and Conditions.
- 3.5 The Client hereby wishes to voluntarily enter this Terms and Conditions with My-Marketing™ and explicitly acknowledges that:
- 3.5.1 The Client has read this Terms and Conditions and understands and accepts the terms and conditions contained in this Terms and Conditions as being reasonable and necessary to maintain My-Marketing™ standards of quality and service and that the uniformity of such standards are there to protect and preserve the goodwill and reputation of My-Marketing™ and all associated Trademarks.
- 3.5.2 The Client has conducted a proper investigation of the Business and Concepts of My-Marketing™ or its Licensee's, being the subject matter of this Terms and Conditions and recognises that the nature of the Business Concepts of My-Marketing™ and other related investment business opportunities may evolve and be adapted over time.
- 3.5.3 The Client understands that My-Marketing™ involves risks and that the success of the programme and the benefits to the Client are primarily dependent on the business ability and efforts that will be invested in by The Client.
- 3.5.4 The Client is entering into this Terms and Conditions on the strength of its own investigations and not on the strength of any warranty or guarantee, expressly or implied, as to the cost of establishment, systems and computer software, turnover, profits or success of the business venture contemplated under this Terms and Conditions.
- 3.5.5 No representations contrary to the terms of this Terms and Conditions have been made by My-Marketing™, or by any of its, directors, shareholders, employees, or agents.
- 3.5.6 In all their dealings with The Client, the directors, shareholders, employees and agents of My-Marketing™ ("individuals") acted only in a representative capacity and not in an individual capacity; and that all business dealings between The Client and such individuals were solely entered into by and between The Client and My-Marketing™ for the purposes of this Terms and Conditions
- 3.5.7 If the Client is a Company, Trust or any legal entity that each shareholder, member, trustee, director or partner of such legal entity, as the case maybe, has given the representative Client a mandate to enter into this Terms and Conditions on behalf of such legal entity as at the Effective Date and that such mandate is available for disclosure to My-Marketing™ prior to the Effective Date.



- 3.5.8 Within 30 (thirty) days of demand by My-Marketing™ and annually thereafter during the currency of this Terms and Conditions, The Client shall deliver to My-Marketing™ a list containing the full names and addresses of all shareholders or members of The Client or the names of all the partners of The Client, duly certified by the Auditor of The Client.
- 3.5.9 If the Client is a Company, Trust or any legal entity and there are new shareholders, members, trustees, directors or partners of such legal entity, as the case may be, that the new members or directors sign the necessary documents required by My-Marketing™ within 30 (thirty) days of such appointments.
- 3.5.10 If a Client is an entity with a name that incorporated (in whole or in part) the name of My-Marketing™ and this Terms and Conditions is terminated for whatever reason, the Client will cause the name of such legal entity and any other related corporate entities that may be linked or may do the same type of Business as My-Marketing™ be changed to another name and not to continue incorporating any part of the name of My-Marketing™ or any name, identification, or any similar name or confusing name, in whole or in part, which My-Marketing™ uses.
- 3.5.11 The Client agrees that he/she/it will always in good faith and diligently perform its obligations hereunder and that it will continuously exert its best efforts to promote and enhance the Business of My-Marketing™
- 3.6 By accessing, visiting, utilising, registering a wallet and/or utilising any of the services provided via My-Marketing™ the Client:
- 3.6.1 accepts the Terms and Conditions;
- 3.6.2 agrees to adhere to the Terms and Conditions; and acknowledges that the Terms and Conditions govern the Customers access and use of My-Marketing™.
- 3.7 The Terms and Conditions constitute a legally binding Terms and Conditions between My-Marketing™ and the Client.

4 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™ :

- 4.1 Our DISCLAIMERS, WARRANTIES and LIMITATION OF LIABILITY PROVISIONS as contained on our Website.
- 4.2 Our PRIVACY POLICY as contained on our Website.
- 4.3 All the provisions in the Terms and Conditions.
- 4.4 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.
- 4.5 Nothing herein contained shall limit or exempt a producer, importer, distributor, developer, or retailer from liability for harm or damage caused by goods, as envisaged in Section 61 of the Consumer Protection Act.
- 4.6 If any of our Terms and Conditions conflict with the provisions of the Consumer Protection Act, the latter shall prevail.



- 4.7 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.
- 4.8 These Terms and Conditions must be read with our DISCLAIMERS, WARRANTIES AND LIMITATION OF LIABILITY PROVISIONS, PRIVACY POLICY and any PARTNER SPECIFIC REWARDSS TERMS AND CONDITIONS TERMS AND CONDITIONS, which may be accessed www.my-marketing.co.za.
- 4.9 My-Marketing™ provide various kinds of information and tools ("information") on My-Marketing™ and Website and in brochures, electronic communication, emails, and SMS's, about products and services, and other third parties. This information is only meant to serve as a guideline, and the client should not place any reliance on it without verifying the information.
- 4.10 Unless expressly otherwise stated, none of the information must be treated as:
- 4.10.1 an offer: it is merely an invitation to do Business on My-Marketing™ ; nor
- 4.10.2 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.
- 4.11 Customers are fully responsible for their own tax affairs and income tax implications arising from or associated with any rewards, benefits, discounts, or any My-Marketing™ received, accumulated, transferred, or spent income.
- 4.12 My-Marketing™ or any of its Merchants are not in any way liable and the Client hereby fully indemnifies My-Marketing™ and hold My-Marketing™ completely harmless against any and all damages, claims and fines, including all legal costs on an attorney-and-own-Client scale, whether same arise from or are connected to any tax matters or any other matters.
- 4.13 My-Marketing™ does not issue Section 18A tax certificates for any donations.
- 4.14 Customers are independent contractors to whom no remuneration as defined in the Income Tax Act is paid.
- 4.15 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.
- 4.16 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.

5 Amendments to Terms and Conditions

- 5.1 My-Marketing™ may at any time modify, amend, suspend, replace, substitute, deny access or cease any of the services or any portion of the services at any time for any reason. Any amendment by My-Marketing™ of the Terms shall be effective as soon as the amendment is posted on the website located at www.my-marketing.co.za



- 5.2 To the extent permitted in law, the Client bears the responsibility to visit the website of My-Marketing™ regularly to remain updated of any change to the Terms and Conditions. As soon as the Terms and Conditions have been amended, My-Marketing™ shall inform the Client of such amendment and advise the Client to review the amended Terms and Conditions.
- 5.3 The Client continued access or use of the services and/or the services provided via any of Marketing™ constitutes his/her/its consent to be bound by the Terms and Conditions, as amended. Should the Client not accept the amended Terms and Conditions, the Client shall refrain from making use of the services provided by My-Marketing™ and shall immediately take all necessary steps to close their wallet with My-Marketing™ as well as accessing Marketing™.
- 5.4 Marketing™ reserves the right to change and amend the services, products, prices, and rates quoted on Marketing™ from time to time.

6 My-Marketing™ and Services

- 6.1 My-Marketing™ brings 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. Customers are financially incentivised via their buying power as a group to purchase goods and services from Merchants on My-Marketing™.
- 6.2 The e-commerce platform of My-Marketing™ enables Customers to form a collective by engaging pooling buying power and rebate incentive refunds (i.e., retail outlets, unions, clubs, neighbourhoods, schools, churches, etc.) to purchase goods and services (“Offerings”) from approved Merchants and/or Merchants that offer a percentage incentive rebate incentive, refund as part of the collective buying power on My-Marketing™.
- 6.3 Payment for these Offerings is done through a secure Wallet that every Client receives after registration. My-Marketing™ keeps transactional purchase records and records of Customers to enable rewarding Customers for proportional sharing in the rebate incentive, received from registered Merchants for their collective share as a sale incentive.
- 6.4 The Customers benefit from share as a sale incentive and the Merchants benefit from a larger and better-known, more loyal Client base. This offers great opportunities for entrepreneurial Customers to build a more effective marketing strategy.
- 6.5 This allows the Client to access his own mobile wallet (“**Wallet**”) in which credits (“**Credits**”) can be purchased and used in accordance with these Terms.
- 6.6 On the Wallet The Client can: (see <https://www.my-imali.com/>)
- 6.6.1 load Credits into the Wallet by depositing cash at an ABSA automatic teller machine, ABSA branch or via electronic funds transfer into the Customers Wallet; T&C’s apply.
 - 6.6.2 move credits from the Client’s Wallet;
 - 6.6.3 send and receive Credits from the Customers Wallet to other Customers W allets; use Credits to load the Customers My-iMali MasterCard debit card (“**My-iMali MasterCard**”), as contemplated (*Registration on s*) below;
 - 6.6.4 use Credits to purchase goods and/or services within My-Marketing™ Wallet (for example: airtime, data, and electricity) (“**VAS**”); and/or



- 6.6.5 use its My-iMali MasterCard to make purchases anywhere My-iMali MasterCard is accepted, or withdraw money at an ATM.
- 6.7 My-Marketing™ may suspend, terminate and restrict any of Marketing™ services provided on in its sole and absolute discretion and, to the extent permitted in law, shall not be liable for any and all loss and/or damage suffered by the Client and/or any other person as a result of such suspension, termination and restriction of services.
- 6.8 My-Marketing™ does not guarantee uninterrupted, error free and continuous service and the Customers hereby waives his/her/its right to claim any loss and/or damage because of any interruption of service.
- 6.9 The Client acknowledges that My-Marketing™ offers a variety of services available.
- 6.10 In the event of the prepaid debit My-iMali MasterCard not being topped up (credits moved from wallet to card) within a period of 1 calendar month, a fee of R6.00 will be deducted from the Customers wallet. (see <https://www.my-imali.com/>)
- 6.11 There is a monthly cost of R8,00 for any secondary card(s) (second, third and fourth cards) added to a Client's wallet. This amount is automatically deducted from the balance of the primary card. (see <https://www.my-imali.com/>)

7 Registration to My-Marketing™

- 7.1 To use the services provided via My-Marketing™, the Client is required to open, create, and register an electronic Wallet via My-Marketing™.
- 7.2 When a Client registers, the Client will be required to provide at least the following information: the Client's full name and surname, the Client's South African identity number and/or passport number, a South African mobile telephone number, an email address and a password.
- 7.3 All passwords submitted via the registration are encrypted and no employee, agent or representative of My-Marketing™ has access thereto. Should the Client forget his/her/its password, the Client shall utilise the "Forgot Password" function on Marketing™ to procure a new password.
- 7.4 A new Client is required to provide the required know-your-Client ("KYC") and identification documentation as part of the registration and on boarding process.
- 7.5 A Client who does not provide the necessary identification documents will have his/her/its account locked and/or suspended until same is provided. Kindly see **clause (KYC Provisions)** for further details.
- 7.6 The Client is solely responsible for the content and accuracy of any data, information and/or documentation provided to My-Marketing™.
- 7.7 The My-iMali MasterCard
- 7.7.1 If the Client select to have a prepaid My-iMali MasterCard, the Client will be provided with a prepaid debit My-iMali MasterCard, being the My-iMali MasterCard, and a letter welcoming the Client ("**Letter**")
- 7.7.2 The Letter will contain contact details, abbreviated instructions in respect of the Terms, all fees applicable, transactions and the use of the My-iMali MasterCard. The applicable fees are also accessible



- on the Website www.my-marketing.co.za or its My-iMali MasterCard Provider (see <https://www.my-imali.com/>)
- 7.7.3 The Letter will also contain the terms and conditions relating to the My-iMali MasterCard.
- 7.7.4 By signing up and accepting the My-iMali MasterCard, the Client agrees to be bound by the terms and conditions for the use of the My-iMali MasterCard (“**My-iMali MasterCard Terms**”). Should a Client not accept the My-iMali MasterCard Terms, the Client shall notify the Provider immediately and will not be eligible to use the Card service.
- 7.7.5 The contents of the Letter and the My-iMali MasterCard Terms are incorporated into these Terms. To the extent that there is any conflict and/or inconsistency between the Terms and the My-iMali MasterCard Terms, the My-iMali MasterCard Terms shall prevail to the extent of such conflict and/or inconsistency.
- 7.8 By subscribing to My-Marketing™ the Terms and Conditions constitute Terms and Conditions between the Parties and this Terms and Conditions will govern the rights and obligations from time of registration with My-Marketing™. Any changes hereto which may be updated by My-Marketing™ through publishing it on Website from time to time will apply from the Effective Date.
- 7.9 As Client receives a unique link or QR Code which enables you to register with My-Marketing™ and My-Marketing™ will understand your relationship and your share of the responsibilities of product marketing within My-Marketing™. You register by activating the online registration process through either just scanning the unique QR Code or just click on the link to register.
- 7.10 The registration process also requires My-Marketing™ to authenticate Customers through our KYC (Know Your Client) 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 Client to ensure that this process is duly completed, and the Client will have no remedy for any damages whether direct or consequential if such application lapses.
- 7.11 Once we have identified and authenticated a Client, and at the sole discretion of My-Marketing™, may we accept the Client as part of My-Marketing™. You will not be able to participate on My-Marketing™ Wallet, rebate incentive, 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.
- 7.12 My-Marketing™ is based on a cashless payment system and communicates with you through the Internet and electronic means. Customers are responsible for maintaining good practices in keeping your Client 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 Client therefore warrant that when your Client Name and Password have been entered into My-Marketing™ website for any transaction, that you have authorised such transaction.
- 7.13 If the Client is a legal entity operating as a business, My-Marketing™ may need to verify whether the Client 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 registered business on the business account to be linked to My-Marketing™ Wallet.



8 Responsibility for up to date contact information

- 8.1 The Client agrees and acknowledges that –
- 8.1.1 the Client is solely responsible for ensuring that all its details are accurate, correct and up to date;
 - 8.1.2 all communications, Terms and Conditions, notices, transactions and/or any ancillary documents (“**Notices**”) will be provided to the Client either via emails, short message service and/or telephone calls;
 - 8.1.3 the Client bears the sole responsibility to have access to any software and/or hardware to receive, access and retain Notices provided by My-Marketing™;
 - 8.1.4 such Notices will be sent to the Client’s contact details as set out on the Terms;
 - 8.1.5 the main mode of communication will be email; and
 - 8.1.6 in the event that the Client does not have an email address, communications will be sent to the Client’s cell phone number.
- 8.2 The Client hereby agrees that My-Marketing™ is not liable for any loss, damage, unauthorised access and/or harm howsoever arising and from whatsoever source, nature and/or cause in regard to Notices sent to the Client’s contact details as listed on My-Marketing™.
- 8.3 The Client hereby waives any right to claim any loss, damage and/or harm in respect of Notices sent by My-Marketing™ to the Client’s contact details listed on My-Marketing™.

9 Use of My-Marketing™ s

- 9.1 Once the Client has registered on My-Marketing™, My-Marketing™ shall send a written communication to the Client with the Client’s Client Name and deposit reference number (“**DPR**”).
- 9.2 Each Client shall have a unique DPR which must be used in all transactions.
- 9.3 The Client is responsible for ensuring that the correct DPR number is utilised whenever the Client uses the and My-Marketing™ shall not be liable for any costs, claims, damages and/or loss as a result of the Client inserting the incorrect DPR number when utilising My-Marketing™.
- 9.4 The Client agrees not to:
- 9.4.1 register an account in the name of any other person;
 - 9.4.2 post, develop, distribute, publish or by any other means place any computer code on any and/or all Marketing™ which directly or indirectly links to another website, unless My-Marketing™ has given its prior written approval;
 - 9.4.3 develop, distribute, or share their Client name and/or password details with any other individual or entity for the purposes of allowing others to utilize the services provided through Marketing™; and
 - 9.4.4 in any way copy, modify, publish, transmit, display, sell, develop, distribute, or reproduce copyrighted material, trademarks, or other protected proprietary information, without the prior written consent of My-Marketing™.
 - 9.4.5 if the Client registers more than 1 (one) account, it may, without derogating from its other rights in law: My-Marketing™ may;
 - 9.4.5.1 lock, suspend and/or cancel 1 (one) or all the Client’s accounts; or
 - 9.4.5.2 in the event that the Provider elects to cancel all of the Client’s additional accounts, the Client hereby agrees that My-Marketing™ may transfer all funds from the additional accounts to the Client’s original account; and



9.4.5.3 in either event, My-Marketing™ or its Payment Manager shall charge an administrative fee in addition to the transaction fees applicable to the transfers.

10 Deposits, Transfers and Moving Credits

- 10.1 Once the Client has obtained a DPR, as contemplated (*Use of*), the Client may deposit funds into the Client's mobile wallet which is housed on The Payment Manager who be allocated Credits to the value of the funds deposited.
- 10.2 Subject to limits imposed in terms (*KYC Provisions*), the Client may deposit funds via any ABSA automatic teller machine, ABSA branch or by electronic transfer.
- 10.3 All funds deposited in respect of the **My-iMali MasterCard will be received by Mercantile Bank Limited (Registration number: 1695/0067706/06) which is also an authorised financial services and credit provider (NCRCP19) (Info will be updated as needed)**
- 10.4 Once Credits have been added to the Wallet, the Client may transfer and/or use the Credits as contemplated in (*Services*).
- 10.5 The Client is solely responsible for ensuring that the details provided for any transfer, deposit and/or moving of credits from the wallet are correct, accurate, up to date and complete.
- 10.6 The Client acknowledges that:
- 10.6.1 My-Marketing™ or The Payment Manager of the account or Wallet is not liable for any loss, damage and/or harm suffered by the Client and/or any third party in the event that the Client and/or third party provides the incorrect DPR, account number and/or amount; and
- 10.6.2 My-Marketing™ or The Payment Manager is under no obligation to reverse or amend any deposit, transfer and/or withdrawal.
- 10.7 In the event that the Client has entered the incorrect details in respect of a deposit, transfer and/or moving of credits, the Client shall notify My-Marketing™ or The Payment Manager as soon as reasonably possible and not longer than 12 (twelve) hours after the occurrence of the event. My-Marketing™ or The Payment Manager shall take commercially reasonable steps to remedy the Client's mistake. The Client acknowledges that the process of remedying the mistake will take at least 30 (thirty) days and warrants that this period is reasonable and fair.
- 10.8 Should a Client require a refund of Credits in the Client's Wallet, the Client may contact My-Marketing™ or The Payment Manager with such request. Subject to applicable law, My-Marketing™ or The Payment Manager retains full discretion as to whether to process a refund and may impose certain requirements. My-Marketing™ or The Payment Manager may charge a fee for each refund requested and processed.

11 Security

- 11.1 In order to ensure the security and reliable operation of the services to all of the Customers, My-Marketing™ hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.



- 11.2 The Client may not utilise My-Marketing™ in any manner which may compromise the security of Provider's networks or tamper with Marketing™ in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to My-Marketing™ or a Client's account, or delivering or attempting to deliver any unauthorised, damaging or malicious code to Marketing™, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should My-Marketing™ suffer any damage or loss, civil damages shall be claimed by Provider against the Client.
- 11.3 Any Client who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Provider and its Merchants, agents and/or partners.
- 11.4 The Client is responsible for ensuring that his log in details for My-Marketing™ remains private and confidential.
- 11.5 The Client agrees and acknowledges that the Client shall have the responsibility for all activity that occurs in or through My-Marketing™ Wallet, My-iMali MasterCard, account and accepts all risks of any unauthorised or authorised access thereto.

12 Prohibited Activities

- 12.1 The Client shall not and hereby agree not to utilise My-Marketing™:
- 12.1.1 to violate any legislation, regulations, statutes and/or applicable law;
 - 12.1.2 to violate any other person's rights;
 - 12.1.3 for undertaking, facilitating, or supporting criminal activity of any kind, including but not limited to, money laundering, terrorist financing, illegal gambling operations or malicious hacking;
 - 12.1.4 for any form of abusive activity, including but not limited to, imposing an unreasonable or disproportionately large load on My-Marketing™ infrastructure, or otherwise taking any action that may negatively affect the performance of My-Marketing™ reputation;
 - 12.1.5 to attempting to gain unauthorised access to My-Marketing™ site and/or any wallet registered with My-Marketing™;
 - 12.1.6 for transmitting or uploading any material to My-Marketing™ site that contains viruses, Trojan horses, worms, or any other harmful programmes;
 - 12.1.7 for transferring his/her/its wallet access or rights to a third party, unless as required by law or with My-Marketing™ prior consent;
 - 12.1.8 in respect of fraudulent conduct or activity, including but not limited to taking any actions that defraud My-Marketing™ or a Client or customer of My-Marketing™, or the provision of any false, inaccurate, or misleading information to My-Marketing™;
 - 12.1.9 in respect of the sale or purchase of any prohibited narcotics or controlled substances;
 - 12.1.10 for any purpose other than those approved by My-Marketing™ in writing;
 - 12.1.11 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
 - 12.1.12 to decompile, disassemble or reverse engineer any portion of the any My-Marketing™;
 - 12.1.13 to write and/or develop any derivative of My-Marketing™;



- 12.1.14 to modify or enhance My-Marketing™. In the event of a Client effecting any modifications or enhancements to My-Marketing™ in breach of this, such modifications and enhancements shall be the property of My-Marketing™;
 - 12.1.15 without the Provider's prior written consent, to provide, disclose, divulge, or make available to or permit the use of or give access to the by persons other than the Client;
 - 12.1.16 to remove any identification, trademark, copyright or other notices from My-Marketing™;
 - 12.1.17 in respect of transactions involving items that may help, facilitate or enable illegal activity, promote or facilitate hate speech, violence or racial intolerance; are considered obscene; or may be stolen goods or the proceeds of crime; and/or
 - 12.1.18 to post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through My-Marketing™, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind.
- 12.2 The Client will require prior written approval from My-Marketing™ to enter any transaction regarding:
- 12.2.1 gambling or gaming services;
 - 12.2.2 charitable or religious / spiritual organisations;
 - 12.2.3 consumer lending services, including but not limited to secured and unsecured loans, cash advances, payday lending; and
 - 12.2.4 investment funds, asset management, or brokerage services.
- 12.3 My-Marketing™ reserves the right to restrict, suspend or terminate the Client's account if My-Marketing™ suspects, in its sole and absolute discretion, that the Client is using, or has used, his/her/its account in association with any of the activities listed.

13 KYC Provisions

- 13.1 My-Marketing™ implements and maintains the KYC procedures as part of My-Marketing™ commitment to combatting fraud, combatting corruption, the prevention of money laundering and the prevention of terrorist financing.
- 13.2 Since My-Marketing™ Payment Manager is an accountable institution, it has various duties and responsibilities in terms of the Financial Intelligence Centre Act No. 38 of 2001 (“**FICA**”).
- 13.3 The Client is required to provide certain information and/or documents to My-Marketing™ and the extent of the information and/or documents provided by the Client will depend on My-Marketing™ sole discretion of the money laundering and terror financing risk attached to the Client, as determined by My-Marketing™ Payment Manager Risk Management and Compliance Programme (“**RMCP**”).
- 13.4 In terms of My-Marketing™ Payment Manager RMCP established in terms of section 42 of FICA, My-Marketing™ has set the following limits for the Client:
 - 13.4.1 the Client will be able to utilise services on any of Marketing™ for 72 (seventy-two) hours from registration of a new account on any of Marketing™ without providing any supporting identification documents. Such a Client's transaction value will be limited to R3 000 (three thousand Rand). After the lapse of the period, the Client's account will be suspended until he/she provides identification documents;
 - 13.4.2 in the event that the Client provides a picture; of himself (front head and shoulders), his identification document and/or passport, the Client will be able to utilise the services on any of Marketing™ up to a transaction value of R10 000 (ten thousand) per day and not more than R25 000 (twenty five



- thousand) per month on the My-iMali MasterCard; and R25 000 (twenty five thousand) per month to RSA bank account(s);
- 13.4.3 if the Client provides a picture; of himself (front head and shoulders), his identification document and/or passport and proof of residence. The Client will be able to utilise the services on any of Marketing™ up to a transaction value of R10 000 (ten thousand) per day and not more than R25 000 (twenty five thousand) per month on the My-iMali MasterCard; and R75 000 (seventy five thousand) per month to RSA bank account(s);
- 13.5 The Client acknowledges that all documents supplied must be to the sole and absolute satisfaction of My-Marketing™.
- 13.6 My-Marketing™ reserves the right to, at any time and in its sole and absolute discretion;
- 13.6.1 restrict or suspend the Client's account when identification documents are in the process of being verified, outstanding and/or not forthcoming; and/or
- 13.6.2 to terminate the Client's account where the Client has provided false and/or misleading information and after becoming aware of such false and/or misleading information, the Client fails and/or refuses to provide true and correct information in order to enable My-Marketing™ to comply with the identity verification processes.
- 14 My-Marketing™ and/or The Payment Manager Statements**
- Statements of your account will be available on My-Marketing™ at no cost. Customers are responsible to verify all statement of account entries and inform My-Marketing™ within 30 (thirty) days of the statement being available, if you do not agree with any entry or item that reflects on such statements.
- 15 Dormant My-Marketing™ Accounts**
- 15.1 **Due to the costs incurred by My-Marketing™ to host and support your account, your account will be considered dormant if a Client does not earn or spend for a period of 6 (six) months. My-Marketing™ will deduct a monthly Account Maintenance Charge of R25.00 for every month after the no activity 6 (six) months period until you have either earned or spent until the account reaches a 0 (zero) balance. If your account reaches a zero balance through non-activity, we reserve the right to close your account and terminate your subscription. If Your My-Marketing™ Account remains in Dormant Status for a further period of 12 (twelve) months and has not reached a zero balance, all the unused Benefit Earnings will be claimed by My-Marketing™, placed in a cost bearing suspense account with no benefit accruing to the Client, or any successor to the Client, and the account will be closed.**
- 15.2 The process for dealing with Dormant Accounts will apply to Customers that are legal entities as well as natural persons, whether deceased, incapacitated, or unable to participate in by My-Marketing™ for whatever reason and the Client or any of its successors will have no claim for damages or costs against My-Marketing™ whether direct or consequential.
- 16 Purchasing Products and Services via My-Marketing™ or Websites**
- 16.1 Any offer to purchase products and services via My-Marketing™ does not constitute any guarantee on behalf of the Product Provider whether fulfilment or delivery or a guarantee of any kind.



- 16.2 An automatic electronic response to your offer to purchase shall not be regarded as approval of payment or acceptance of your offer to purchase. Only once My-Marketing™ have formally communicated acceptance of offer to purchase of the product(s) or service(s) which were requested will it be deemed as accepted by the Client.
- 16.3 Inclusion or offering of any goods or services on My-Marketing™ or any My-Marketing™ Website does not constitute an endorsement or recommendation of such goods or services.
- 16.4 Without limiting the implied warranty of quality as contemplated in section 56 of the Consumer Protection Act, all such goods or services are provided without any warranty of any kind, unless expressly stipulated on My-Marketing™ or any My-Marketing™ Website. This stipulation will also apply to Merchants, other spend partners and suppliers.

17 Cooling-off Periods

- 17.1 Subject to Sections 16 and 20 of the Consumer Protection Act, you are entitled to cancel your account on My-Marketing™ or Websites, without any reason and without any penalty, within 7 (seven) Days after acknowledgement of receipt of your registration by My-Marketing™. The only costs you will be required to cover are all direct expenses incurred by My-Marketing™ or our authorised agents or Merchants.
- 17.2 In the case of Customers having purchased goods and/or services from our Merchants, please note that My-Marketing™ merely facilitate payment pertaining to an offer and sale concluded on My-Marketing™ and website between you and a Product Provider and that the Consumer Protection Act applies to all parties together with exclusions and provisions that may not apply in all cases.

18 Liability

- 18.1 The Client acknowledges and agrees that neither the Provider nor any employees, agents, or representatives of My-Marketing™ is liable for any loss or damage which may be incurred through accessing, using of, or registering on Marketing™.
- 18.2 To the fullest extent permitted in law, the Client shall and undertakes to, defend, indemnify, and hold harmless My-Marketing™, its officers, directors, employees, agents, representatives, Merchants and third parties, for any losses, costs, damages, liabilities and expenses (including legal fees) relating to or arising out of the Client's use of the services or Marketing™.
- 18.3 My-Marketing™ and its Merchants disclaim all liability, howsoever arising and of whatsoever nature, for the acts or omissions of another Client (including unauthorized Customers, or "hackers") of Marketing™.
- 18.4 My-Marketing™ and its subsidiaries, its Merchants, any of its respective agents, officers, directors, employees, information providers or content providers (collectively hereafter referred to as "Merchants") specifically do not make any warranties, representations, and/or guarantees regarding the accuracy or completeness of any information or services and/or products supplied and advertised on Marketing™ and the service/s are provided "as is".
- 18.5 Save as set out in the Terms and Conditions, My-Marketing™ make no warranties, representations, and/or guarantees, whether express, implied in law or residual regarding the;
- 18.5.1 Merchants;
- 18.5.2 service/s provided through Marketing™; and



- 18.5.3 third party services and/or products acquired using Marketing™.
- 18.6 To the fullest extent possible by law, Product Provider expressly disclaim all, express or implied warranties, including, without limitation:
- 18.6.1 warranties and non-infringement;
 - 18.6.2 compatibility;
 - 18.6.3 security; and
 - 18.6.4 accuracy, in respect of Marketing™.
- 18.7 My-Marketing™ shall not be responsible for, and they hereby disclaim all liability for:
- 18.7.1 any loss, liability, damage (whether direct, indirect, specific, incidental, or consequential);
 - 18.7.2 any expense or cost of any nature whatsoever which may be suffered by the Client or any third party, as a result of or which may be attributable, directly or indirectly, to the Client's access and/or use of Marketing™;
 - 18.7.3 any information or material contained on or received via Marketing™;
 - 18.7.4 the Client's use of the service/s, third party service/s and/or products on Marketing™; and/or
 - 18.7.5 the Client's reliance on any information or Links offered via Marketing™ and service/s and/or products, whether arising negligently or not.
- 18.8 Without limiting the generality of the foregoing, My-Marketing™ shall not be liable for any:
- 18.8.1 loss of business;
 - 18.8.2 loss of data;
 - 18.8.3 loss of profits;
 - 18.8.4 failure and/or unavailability of Marketing™ for any reason whatsoever; and/or
 - 18.8.5 failure and/or delay by any third-party service provider to render any service/s which are necessary to ensure the availability of any of Marketing™.
- 18.9 Marketing™ are made available on the basis that My-Marketing™ excludes, to the extent lawfully permitted all liability whatsoever for any loss, claim, action or damage howsoever arising out of the use of this , reliance upon the content of Marketing™ or use of the services.
- 18.10 Information transmitted via the internet is susceptible to monitoring and interception. The Client shall bear all risks of transmitting information in this manner. My-Marketing™ will not be liable for any loss, harm or damage suffered by the Client because of transmitting information to a Product Provider.
- 18.11 The Client specifically acknowledges and agrees that My-Marketing™ are not liable for any conduct of any Client in any way whatsoever in respect of the access, use or sharing of the resources or otherwise provided on Marketing™.
- 18.12 My-Marketing™ specifically disclaim any implied warranties of Product Provider ability, fitness for a particular purpose, or non-infringement.
- 18.13 My-Marketing™ does not warrant that the Client's use of Marketing™ or any service provided will be uninterrupted, always available, or error-free, or will meet the Client's requirements, or that any defects in Marketing™ will be corrected.



19 Termination

- 19.1 My-Marketing™ reserves the right to suspend and/or terminate the membership and/or account of any Client for any reason at any time.
- 19.2 The Client may terminate their account at any time by taking the necessary and required steps to close their account.
- 19.3 The Client bears the sole responsibility to ensure that the correct procedure has been followed to properly close a wallet on Marketing™.
- 19.4 Upon termination, a Client's entitlement to use the account shall cease. Any Credits remaining in the account should be used by the Client prior to closing the Wallet as a Client will not be able to use the Credits following account closure. A Client may request a refund from My-Marketing™ within 3 years from date of closure, following which any Credits remaining in an account shall be forfeited. My-Marketing™ is entitled to charge a refund fee when making such payment.

20 Content of the Website

The content and information related to the services which are featured on all Marketing™ are based on the laws of the Republic of South Africa (“**RSA**”) unless otherwise expressly stated.

21 Copyright and Intellectual Property

- 21.1 All copyright, trademarks, logos, names, designs, service marks, proprietary rights, goodwill, intellectual property rights, materials, texts, information, illustrations data on Marketing™ or modifications thereof (whether registered or unregistered) (“**Intellectual Property**”) are owned by My-Marketing™, alternatively, the Provider is the lawful Client and licensor thereof, and is protected under both RSA and international intellectual property laws. Nothing contained on any of the s should be construed as granting any licence or right to use any of the Intellectual Property without the prior written consent of My-Marketing™.
- 21.2 Any unauthorised copying, reproduction, retransmission, development, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such Intellectual Property or any component thereof by a Client will be an infringement of such rights of My-Marketing™ and the Client hereby indemnifies My-Marketing™ and any third party against any loss, liability, damage, claim, action or expense of whatsoever nature (whether direct, indirect, specific, incidental or consequential) which My-Marketing™ or any third party may suffer which is caused by or attributable to the Client's unauthorised use of the Intellectual Property.
- 21.3 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in Marketing™ are granted to the Client.
- 21.4 Subject to This Clause, the Client may use the Intellectual Property or any component thereof for the Client's own internal non-commercial purposes and for purposes of considering and making use of the services.

22 Third Party Links

- 22.1 From time to time, Marketing™ may also include links to other websites (“**Links**”), including, but not limited to advertisements, but they are beyond the control or responsibility of My-Marketing™. These Links are provided in order to enhance the interest of other featured content and are not intended to signify that My-Marketing™ endorses, supports, advocates or otherwise has any responsibility for the content of the Links or the use or access thereof by the Client. Use or reliance on any Links provided is at the Client's own risk and My-Marketing™



makes no representation in relation thereto whatsoever. When visiting Links, the Client must refer to the external terms and conditions of use of such Links.

- 22.2 No endorsement or approval of any third party or their advice, opinions, information, products, or services is expressed or implied by any information, material, data, or pages on Marketing™.

23 Permission to Link to the Website

No person, Client, business, entity or website may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise (“**Linking**”), to any of s or any subsidiary pages of Marketing™ (to the extent applicable) before receiving My-Marketing™ prior written approval, which may be withheld or granted subject to the conditions that the Provider specifies from time to time, in My-Marketing™ sole and absolute discretion.

24 Framing

No person, business, entity, application, or website may frame Marketing™ or any of the pages on Marketing™ in any way whatsoever.

25 Crawlers and Spiders

No person, business, entity, or website may use any technology or device to search and/or gain information from Marketing™ without the prior written consent of My-Marketing™.

26 Warranties

- 26.1 By registering an account, the Client expressly warrants and represents that the Client:
- 26.1.1 is 18 (eighteen) years or older, and a lawful resident of South Africa;
 - 26.1.2 is not a prodigal, insolvent, of unsound mind, mentally handicapped and has full legal capacity to enter into the Terms;
 - 26.1.3 is utilising the Client’s own name, identity number, passport number and other contact details belonging to the Client to sign up on Marketing™;
 - 26.1.4 is not utilising another person’s details to sign up on Marketing™;
 - 26.1.5 will not use the s, the services and/or any information of whatsoever nature made available and/or sent to the Client by My-Marketing™ pursuant to the Client’s use or access of Marketing™ for any purpose that is unlawful and/or prohibited under the laws of RSA and/or international law or constituting a contravention of the Terms;
 - 26.1.6 understands the nature, risks involved and extent of the Terms and the consequences of the Terms and/or any breach thereof and that the Client has carefully considered his/her/its financial position before registering an account with My-Marketing™ and the Client is solely responsible for the decision to register an account with and/or utilize any service(s) of My-Marketing™;
 - 26.1.7 will furnish My-Marketing™ with information that is both true and correct and will not attempt to misrepresent information to My-Marketing™ that is harmful, false and/or illegal; and
 - 26.1.8 shall not engage and/or attempt to transact on behalf of any third party.
- 26.2 The Client also accepts and agrees to be solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which the Client lives that may be applicable to the Client’s use of the services and/or account of My-Marketing™, including but not limited to, those related to export or import activities, taxes or foreign currency transactions



27 Private Policy

- 27.1 The Provider takes the Client's privacy seriously and is committed to protecting the Client's personal information. My-Marketing™ utilizes the personal information collected from the Client in accordance with this Privacy Policy.
- 27.2 Personal information when used in this Privacy Policy means information that can identify the Client as an individual or can identify the Client. By personal information, My-Marketing™ does not mean general, statistical, aggregated or anonymised information.
- 27.3 The Client's use of My-Marketing™ services signifies the Client's consent to My-Marketing™ collecting and using the Client's personal information as specified in the Privacy Policy.

28 My-Marketing™ Details

- 28.1 My-Marketing™ details are as follows:

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

- 28.2 Except as explicitly stated otherwise, any notices shall be given by email to
- 28.2.1 in the case of My-Marketing™, the email address
- 28.2.2 in the case of the Client, the email address that the Client has provided to the Provider, or such other address that has been specified by the Client.
- 28.3 Notice shall be deemed to be given 48 (forty-eight) hours after an email is sent, unless the sending party is notified that the email address is invalid.
- 28.4 Alternatively, the Provider may give the Client notice by registered mail, postage prepaid and return receipt requested, to the address which the Client has provided to My-Marketing™. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.
- 28.5 The Client acknowledges that all Terms and Conditions, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be deemed to be given "in writing".
- 28.6 Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.



29 General

- 29.1 These Terms shall be governed in all respects by the laws of RSA as such laws are applied to Terms and Conditions entered and to be performed within RSA.
- 29.2 Marketing™ are controlled, operated, and administered by My-Marketing™ from its offices within RSA. My-Marketing™ makes no representation that the content of the website is appropriate or available for use outside of RSA. Access to the website from territories or countries where the content of the website is illegal is prohibited. Customers may not use this website in violation of RSA export laws and regulations. If the Client accesses this website from locations outside of RSA, that Client is responsible for compliance with all other local laws.
- 29.3 My-Marketing™ does not guarantee continuous, uninterrupted or secure access to My-Marketing™ services, as operation of My-Marketing™ website may be interfered with as a result of a number of factors which are outside of My-Marketing™ control.
- 29.4 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 29.5 My-Marketing™ failure to act with respect to a breach by the Client or others does not constitute a waiver of My-Marketing™ right to act with respect to subsequent or similar breaches.
- 29.6 The Client shall not be entitled to cede any of the Client's rights or assign any rights or delegate any obligations that the Client may have in terms of these Terms to any third party without the prior written consent of My-Marketing™.
- 29.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 29.8 The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 29.9 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 29.10 The Client indemnifies the Provider against all actions, claims, costs, demands, expenses and/or other liabilities suffered or incurred by My-Marketing™ as a result of any third-party claims initiated and/or instituted against the Provider relating to unauthorized use of the services of My-Marketing™ and/or unauthorized access to the account registered with My-Marketing™, the content thereon and/or any other intellectual property and intellectual property rights flowing therefrom. These Terms set forth the entire understanding and Terms and Conditions between My-Marketing™ and the Client with respect to the subject matter hereof.
- 29.11 Any breach on the part of the Client on the Terms set out herein will result in My-Marketing™, in addition to the normal common law remedies, to take the necessary and appropriate legal action without prior notice to the Client and the Client hereby agrees to reimburse My-Marketing™ for any costs incurred in instituting legal action.



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

- 29.12 By opening an account with My-Marketing™, the Client hereby expressly accept and agrees that My-Marketing™ may, without any further notice to the Client, terminate, suspend or restrict the account of any Client who uses, or who My-Marketing™ reasonably suspect may be using, the services and/or account(s) of My-Marketing™ in a manner that is inconsistent with the purpose of these Terms.
- 29.13 It is the responsibility of each Client to keep abreast of the latest terms, conditions and rules of My-Marketing™ and we reserve the right to make changes from time to time, which changes will apply from the date thereof and be applied only in respect of subscriptions received after such amendment date.
- 29.14 My-Marketing™ does not take any deposits as defined in the Banks Act, 1990 (Act No. 94 of 1990), nor are any monthly contributions or purchases an investment of any kind to which interest or other investment income accrue.
- 29.15 My-Marketing™ does no guarantee any return, either in interest or in other investment income, and Client rebate incentives will only accumulate based on the product marketing through successfully sale incentive, as made available by participating Merchants.