

**KAZANG GENERAL TERMS AND CONDITIONS**  
**(DEVICE, KAZANGPAY, KAZANG SUPERWALLET, VENDING WALLET, TRANSFER-TO-BANK,  
SUPPLIER PAYMENTS, VENDOR BENEFICIARY PAYMENTS, & KAZANG REWARDS)**

**1. Introduction:**

- 1.1. The Parties to this Agreement are:
  - 1.1.1. Main Street 1723 Proprietary Limited with registration number 2019/300711/07, (“Kazang”, “us”, “we” and “our”); and
  - 1.1.2. The Vendor (“Vendor”, “you” or “your”), being any and all users and/or subscribers of the Kazang Platform.
- 1.2. Kazang hereby offers the Vendor the opportunity to use the Kazang Platform, subject to the Terms and Conditions set out herein.
- 1.3. These are the terms and conditions govern your relationship with Kazang and that apply to the Kazang Platform (“**Terms and Conditions**”). These Terms and Conditions do not apply in isolation, but are to be read together with all other agreements, terms and conditions relating (directly or indirectly) to the applicable Kazang Platform and such other incidental agreements entered into between you and Kazang.
- 1.4. By accepting and continuing to use the Kazang Platform, or any one of the functionalities within the Kazang Platform, you confirm and agree to accept and be bound by these Terms and Conditions, which form a binding contract between you and us.
- 1.5. The Agreement shall commence from date of first use of the Kazang Platform and shall continue indefinitely, subject to the appropriate written agreement relating to the applicable Kazang Platform, entered into between the Vendor and Kazang, failing which the Agreement may be terminated at any time by Kazang providing the Vendor with reasonable notice.
- 1.6. This Agreement may be amended by Kazang acting in its sole discretion. Any amendments to this Agreement will be posted on Kazang’s website, as well as notified to the Vendor through the Kazang Platform and will supersede and replace all previous versions of this Agreement. Kazang has no obligation to inform the Vendor of such change in advance and the Vendor is responsible for keeping up to date with amendments itself.
- 1.7. You can contact Kazang on [help@kazang.com](mailto:help@kazang.com) or 087 550 2955. We will communicate with you in the English language.

**2. Definitions:**

- 2.1. “**Affiliate**” means (a) any subsidiary or a holding company of either Party or any entity that controls, is controlled by or is under common control of either Party. The terms “**subsidiary**” and “**holding company**” shall have the meaning assigned thereto in Chapter 1 of the Companies Act, 2008, as amended, and (b) any entity that controls, is controlled by or is under common control of either Party. For the purposes of this definition, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity through the ownership of voting securities representing 50% (fifty percent) plus 1 (one) of the possible votes;
- 2.2. “**Agreement**” means these Terms and Conditions and any schedules set out herein, and as amended by Kazang from time to time;
- 2.3. “**Applicable Law(s)**” means all law applicable in the Republic of South Africa, and includes any present or future constitution, decree, judgment, legislation, order, ordinance,

regulation, statute, treaty, directive, rule, guidance or code and/or practice note issued by any relevant authority;

- 2.4. **“Bank Account”** means a transactional bank account held by a reputable financial institution in the Republic of South Africa in the name of the Vendor, approved by Kazang and linked to the Kazang Platform applicable to the Vendor;
- 2.5. **“Card Swipes”** means each and every separate payment, whether a card payment or a contactless payment, made by a Vendor’s customers to the Vendor, processed through KazangPay and deposited into the Vendor’s Vending Wallet or Kazang Superwallet;
- 2.6. **“Device”** means each point-of-sale device linked to the Vendor’s Vending Wallet or Kazang Superwallet, which enables Vendors to process and settle Card Swipes and to trade in VAS;
- 2.7. **“Intellectual Property”** means all intellectual property rights including patents, trademarks, service marks, designs, design rights, methodologies, business processes, software, ideas, copyright (including that in the designs and computer software), source codes, inventions, trade secrets, including the Kazang Platform, of which Kazang is the owner from time to time, whether these are registered or not and rights to apply for protection of any of the same;
- 2.8. **“Kazang Platform”** means the Device, KazangPay, Kazang Superwallet, Vending Wallet, Transfer-to-Bank, Supplier Payments, Vendor Beneficiary Payments, Kazang Rewards and any other mobile or desktop applications owned, licensed and/or operated by Kazang and/or any of its Affiliates, or any one of these functionalities operating individually;
- 2.9. **“KazangPay”** means the software application developed by Kazang which enables card acceptance functionality on the Device;
- 2.10. **“Kazang Rewards”** means the rewards in the form of loyalty promotions and Products linked to the Vendor’s Vending Wallet through the Vendor’s Rewards Account, as set out in Schedule 1;
- 2.11. **“Kazang Rewards Application”** means the application used to access your Kazang Rewards;
- 2.12. **“Kazang Superwallet”** means the virtual account registered in a Vendor’s name, being an electronic representation of amounts due to the Vendor for goods delivered and/or services rendered ;
- 2.13. **“Kazang Vault”** means the safe, cash acceptance device and its related equipment together with the software relating to it and the communications platform supplied, installed and relating thereto, which the Vendor rents from Kazang and stores physical cash due to the Vendor for goods delivered and/or services rendered and represented in the Vendor’s Kazang Superwallet;
- 2.14. **“Personal Information”** means information about an identifiable, natural or juristic person, including but not limited to, information about race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your device’s GPS;
- 2.15. **“Products”** means the VAS and products as contained on the product suite listed on the Device which are sold by the Vendor to consumers;
- 2.16. **“Rewards Account”** means the virtual account registered in a Vendor’s name and linked to the Vendor’s Vending Wallet, being an electronic representation of the Vendor’s Kazang Rewards which enables the Vendor’s to redeem value within the Vendor’s Vending Wallet;

- 2.17. **“Self-Payment”** means a transaction where a Vendor elects to transfer funds from a Vendor’s Vending Wallet to that same Vendor’s Kazang Superwallet;
- 2.18. **“Supplier Payment”** means a payment requested and initiated by a Vendor from the Vendor’s Kazang Superwallet, to a third party supplier’s Kazang Superwallet, for goods delivered and/or services rendered to the Vendor, carried out by Kazang;
- 2.19. **“Transaction”** means any transaction processed by the Vendor using the Kazang Platform;
- 2.20. **“Transfer-to-Bank”** means the functionality of enabling a Vendor to transfer such Transfer To Bank Enabled Funds to the Vendor’s Bank Account from the Vendor’s Kazang Superwallet;
- 2.21. **“Transfer To Bank Enabled Funds”** means such funds which have been received by the Vendor into the Vendor’s Kazang Superwallet pursuant to the sale of goods and/or services rendered;
- 2.22. **“VAS”** means Value-Added-Services, consisting of *inter alia* various products such as electricity, data and airtime to the formal and informal market including grocery stores, spaza shops and petrol stations;
- 2.23. **“Vendor Beneficiary Payments”** means a payment requested and initiated by a Vendor from the Vendor’s Kazang Superwallet, to a third party’s nominated bank account, for goods delivered and/or services rendered to the Vendor, carried out by Kazang; and
- 2.24. **“Vending Wallet”** means the virtual account registered in a Vendor’s name, being an electronic representation of pre-funded amounts which enable the Vendor’s to sell Products and/or pay the Vendor’s third party creditors.
- 2.25. Reference to:
- 2.25.1. one gender includes all the genders;
- 2.25.2. the singular form of a word includes the plural;
- 2.25.3. the plural form of a word includes the singular;
- 2.25.4. a law or regulation is a reference to that law or regulation as amended from time to time.
- 2.25.5. the words “include”, “including” and “in particular” are by way of example only and shall not limit the generality of any preceding words; and
- 2.25.6. the words “other” and “otherwise” shall be interpreted as widely as possible and will not be limited by any preceding words.

### **3. Use of the Kazang Platform:**

- 3.1. In accessing and using the Kazang Platform, you must not:
- 3.1.1. breach any Applicable Laws or such internal policies of Kazang;
- 3.1.2. breach this Agreement or any other terms and conditions which govern your relationship with Kazang;
- 3.1.3. upload material to the Kazang Platform which is threatening, abusive, defamatory, obscene, indecent or otherwise inappropriate;

- 3.1.4. market your product(s) in a misleading, fraudulent way, or in a manner that may reasonably be regarded as deceptive or which may bring the name of Kazang and/or any of its Affiliates into disrepute;
- 3.1.5. send any communication or submit any information to Kazang that is false, misleading, deceptive or which may bring the name of Kazang and/or any of its Affiliates into disrepute;
- 3.1.6. infringe the rights of Kazang, its Affiliates and/or any third party;
- 3.1.7. disassemble, decompile, reverse-engineer, or create derivative works based on the whole or any part of the Kazang Platform;
- 3.1.8. distribute spam, chain letters, or promote pyramid schemes;
- 3.1.9. distribute viruses or other harmful technology with may cause harm to Kazang, the Kazang Platform, its Affiliates, other Vendors or any other third-party;
- 3.1.10. attempt to impose or contribute to imposing an unreasonable load on Kazang's infrastructure or interfere with the proper working of the Kazang Platform;
- 3.1.11. copy, modify, or distribute Kazang, or any other person's, content without their consent;
- 3.1.12. harvest or otherwise collect information about other users, without their consent;
- 3.1.13. copy, modify, or distribute rights or content from the Kazang Platform;
- 3.1.14. bypass any security measures on the Kazang Platform; and
- 3.1.15. continue any conduct that may constitute any fraudulent activities, money laundering, terrorist financing, round-tripping, corruption or any other criminal activity, illegal use, or abuse of the Kazang System.
- 3.2. You agree to defend Kazang against any claims or legal proceedings against us as a result of you breaching any part of this Agreement.
- 3.3. We may in our sole and absolute discretion have the right to reverse or suspend any Transaction, or suspected fraudulent transaction, performed on the Kazang Platform (including the suspension and hold on any amounts owing to you). You will have no legal recourse against us and we will have the right to recover any and all costs incurred by us, as a result of such reversal or suspension from you. Furthermore, your access to the Kazang Platform may be terminated with immediate effect for any reason, including but not limited to fraud or suspected fraud and you may be reported to the relevant authorities for prosecution.
- 3.4. Transactions involving the following are prohibited on the Kazang Platform:
  - 3.4.1. items or substances which are illegal and/or prohibited by Applicable Laws;
  - 3.4.2. weapons or ammunition of any kind;
  - 3.4.3. alcohol and/or tobacco products, without the appropriate license/s;
  - 3.4.4. any item which may violate any person's rights (including intellectual property rights); and/or
  - 3.4.5. any other items which Kazang deems to be dangerous or inappropriate, acting in our sole discretion.

- 3.5. We reserve the right to utilise location services for acquiring geographical information relating to the Device. By using and continuing to use the Kazang Platform, the Device or any one of the functionalities within the Kazang Platform, you expressly grant consent to our utilisation of location services.
- 3.6. By using and continuing to use the Kazang Platform, the Device, or any one of the functionalities within the Kazang Platform, you hereby consent to receiving push notifications, marketing material and messages on both the Device and any associated applications on the Kazang Platform, including but not limited to the Kazang Superwallet and/or relating to Kazang Rewards.

#### **4. Kazang Superwallet:**

- 4.1. Upon opening a Kazang Superwallet, you hereby consent and authorise Kazang to take such necessary action in order to accept value into your Kazang Superwallet in the mechanisms as set out in 4.2 below.
- 4.2. You may accept value into your Kazang Superwallet through the following mechanisms, only, and through no other mechanisms:
  - 4.2.1. settlement by way of KazangPay Card Swipes;
  - 4.2.2. deposits into a Kazang Vault;
  - 4.2.3. by way of Supplier Payments receipts; and
  - 4.2.4. by way of Vendor Cash Deposits (“**VCD**”) received from another Kazang Superwallet Vendor in order to fulfil an underlying payment obligation between you and the other Kazang Superwallet Vendor (i.e., funds received must be due for services rendered or goods supplied by you, which you warrant is true and correct).
- 4.3. Should we discover that you are accepting value into your Kazang Superwallet through a mechanism other than those mentioned in clause 4.1 above, we are entitled, in our sole and absolute discretion, to suspend and/or terminate your use of the Kazang Platform or any functionality therein, with immediate effect.
- 4.4. Where Kazang or another person erroneously credits your Kazang Superwallet account, we may in our sole and absolute discretion have the right to debit your Kazang Superwallet account with the full amount or enter into payment arrangements with you to debit your Kazang Superwallet account until the full amount has been reimbursed.
- 4.5. You warrant to not assist a person, in any way or conduct a Self-Payment.

#### **5. Transfer-to-Bank:**

- 5.1. You may transfer funds from your Kazang Superwallet to your Bank Account only if you have been approved by Kazang for Transfer-to-Bank.
- 5.2. You may not transfer any funds which have previously reflected in your Vending Wallet or any funds which are not due to you for goods delivered and/or services rendered.
- 5.3. Should your behaviour in relation to Transfer-to-Bank be out of your ordinary pattern of behaviour, you shall be flagged for supervision by Kazang for purposes of suspicious behaviour and should it be discovered that your conduct is inconsistent with Kazang’s internal policies, your relationship with Kazang will be terminated with immediate effect.
- 5.4. Following your request for funds to be transferred into your Bank Account and the request being approved internally by Kazang, Kazang shall process the transfer. You acknowledge that the transfer shall not be instantaneous, nor shall the funds reflect in your Bank Account

instantaneously. The transfer is subject to banking regulations, limitations and timelines, as well as to these Terms and Conditions.

- 5.5. Should you request a transfer of funds into your Bank Account before 10:00am on a Business Day, Kazang shall process your request by 14:00pm on the same Business Day. Should your request be made after 10:00am on a Business Day, Kazang shall process your request by 17:00pm on the same Business Day. Should your request be made after 14:00pm on a Business Day, or any day other than a Business Day, Kazang shall process your request by 14:00pm on the following Business Day.

## **6. KazangPay:**

- 6.1. Where the Vendor has applied for and been approved by Kazang, for the card acceptance functionality, known as KazangPay, the Vendor shall receive a Device. The Vendor:
- 6.1.1. warrants that it has made itself familiar with the Standard Terms & Conditions, which terms and conditions are incorporated herein, as made available at <https://connected.co.za/images/Standard-Terms-and-Conditions-February-2021.pdf>, as amended from time to time, and confirms that its continued use of the Device constitutes its acceptance thereof and agreement to be bound thereby; and
- 6.1.2. authorises Kazang to effect payment of all amounts due to it in terms of the Agreement (as defined in the written agreement relating to KazangPay entered into between the Vendor and Kazang, "**Standard Terms and Conditions**") into its Vending Wallet or, if applicable and in accordance with 4.2 above, its Kazang Superwallet via the Kazang Bank Account (as defined in the Standard Terms and Conditions) and using the specific reference number allocated to the Vendor.

## **7. Supplier Payments / Vendor Beneficiary Payments:**

- 7.1. The Vendor shall provide Kazang with such required documentation and warranties (in a form and substance as required by Kazang) before Kazang is able to process a Supplier Payment and/or a Vendor Beneficiary Payment ("**Payment**", as applicable).
- 7.2. The Vendor confirms and authorises Kazang to effect the Payment from its Kazang Superwallet, on behalf of the Vendor and that the Payment is in relation to goods delivered and/or services rendered to the Vendor.
- 7.3. Following your request for the Payment to be made and the request being approved internally by Kazang, Kazang shall process the Payment. You acknowledge that the Payment shall not be instantaneous, nor shall the funds reflect in the appropriate account, instantaneously. The Payment is subject to banking regulations, limitations and timelines, as well as to these Terms and Conditions.

## **8. Delivery and Costs associated with the Device:**

- 8.1. Kazang shall deliver the Device to the Vendor and, where necessary, assist the Vendor with installation and sufficient technical and commercial assistance in respect of training, at its own cost. Should the representative/agent insist on the Vendor paying a fee, the Vendor agrees to hold Kazang harmless and call Kazang vendor support on 087 550 2955.
- 8.2. The Vendor shall be liable for a monthly rental amount, which rental amount shall be levied and deducted from the Vending Wallet for each month which the Vendor fails to meet the minimum throughput on the Vending Wallet, as advised by Kazang from time to time.

## **9. Prepayment for Vendor Prefunded Float/Vending Wallet:**

- 9.1. The Vendor shall make payment into such bank account nominated by Kazang from time to time and use the specific reference number allocated to the Vendor by Kazang before funds are reflected on a Vendor's Vending Wallet.
- 9.2. Kazang shall allocate the payment (less such associated fees and costs) to the Vendor's Vending Wallet as a prefunded float, which the Vendor shall use to sell the Products as contained on the product suite listed on the Device, including any products/services added or removed therefrom from time to time, until such amount in the Vending Wallet is depleted.

#### **10. Commission and Conditions of Sale of Products:**

- 10.1. The Vendor shall earn commission on the Products sold to third party consumers. All commissions are paid to the Vendor by allocating such commission to the Vendor, through the Kazang Platform before or on close of business on the last working day of the month. Kazang reserves the right to withhold payment of the commission and/or deduct any monies owed to it by the Vendor from such commissions.
- 10.2. The Vendor acknowledges that the Products and/or conditions of sale attached to the Products, may originate from the third-party utility providers. Kazang may therefore be obligated by various terms and conditions enforced by such third-party utility providers, and Kazang is consequently entitled to add, remove and/or amend any Product listed on the Kazang Platform, conditions and/or procedures attached to the sale of the Products to consumers, any feature or benefit on/to the Kazang Platform as well as the fees and commissions applicable to the sale of the Products. In the event that the Vendor does not agree to any amendments, the Vendor's sole remedy is to terminate this Agreement as by formal notification as contemplated in clause 1.5 herein.

#### **11. Ownership and Risk:**

- 11.1. Use of the Kazang Platform by the Vendor shall be at the sole risk of the Vendor and the Vendor hereby indemnifies and holds Kazang harmless against any expense, liability, loss, claim or proceeding whatsoever arising out of or in connection with the use of the Kazang Platform by the Vendor and/or any third party.
- 11.2. The Kazang Platform shall at all times remain the property of Kazang.
- 11.3. Risk in and to the Device shall pass to the Vendor upon delivery of the Device to the Vendor who shall be liable for any loss, theft or damage to the Device. Kazang reserves the right to deduct any monies owed to the Vendor to settle such loss up to a value not exceeding the market value of the Device.

#### **12. Rewards Account Registration and Opening:**

- 12.1. To have access to any Kazang Rewards, you must first have a Rewards Account which is linked to your Vending Wallet. When you open the Kazang Rewards Application, details of your Vending Wallet will be used to automatically create a Rewards Account. It is free to register for a Rewards Account. You must not attempt to open more than one Rewards Account at a time. You may download each Kazang Rewards Application to only one Device at a time. If you do not consent to creating Rewards Account, you are free to close your Rewards Account on the Kazang Rewards Application and delete it from your Device
- 12.2. To register for a Rewards Account, you must satisfy the following minimum eligibility criteria:
  - 12.2.1. have an existing Vending Wallet, in your own personal capacity or business capacity (and not on behalf of another person);
  - 12.2.2. be at least 18 years of age (or any older age legally required under local law in your country to bind yourself legally to these terms);



- 12.2.3. have an existing mobile phone number that only you have access to;
- 12.2.4. have an existing email address that you check regularly; and not already hold a Rewards Account or had a Rewards Account which was closed by us.
- 12.3. To use some (but not all) of the Kazang Rewards, we may request you to provide us with certain information about yourself, in addition to such information required in respect of your Vending Wallet. This information must be true, accurate, complete and up-to-date. You must update your Rewards Account information promptly in the event of any change to this information. Your privacy is important to us. You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment and loyalty parts of the Kazang Rewards. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent at any time by closing your Rewards Account. If you do this, we will stop using your data for this purpose, but may continue to process your data for other purposes. Our Privacy Policy (available on [www.kazang.com](http://www.kazang.com)) explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information. We will inform you when we make any changes to our Privacy Policy.
- 12.4. We may, for any reason, decline to make the Kazang Rewards Application with associated Rewards Account available on your Device. We are not obliged to give a reason if we decline your application.
- 12.5. Should it be applicable, we reserve the right to carry out checks (including but not limited to checks with credit reference agencies) for the purposes of verifying your identity and credit status and so we can comply with our anti-money laundering and know-your-client obligations. By agreeing to these terms, you agree to our doing so.

### **13. Vendors and Kazang's Role in respect of the Kazang Rewards:**

- 13.1. To earn Kazang Rewards using your Rewards Account, the Rewards Account is linked to your Vending Wallet or, to the extent applicable, such other Kazang Platform.
- 13.2. All Kazang Rewards accumulated in the Kazang Rewards Application are settled directly into the Vending Wallet.

### **14. Authorised & Unauthorised Use of Rewards Account:**

- 14.1. You are the only authorised user of your Rewards Account. You must not let anyone use your Rewards Account.
- 14.2. If the Kazang Rewards Application is accessed on your Device while signed into the corresponding Vending Wallet, we will assume that you are the person accessing your Rewards Account and you will be responsible for such use. You must notify us immediately by emailing [help@kazang.com](mailto:help@kazang.com) or contact 087 550 2955 if you discover or suspect that your Rewards Account has been compromised or suspect any unauthorised activity. Until you do, your Rewards Account will not be secure and you will be liable for transactions under your Rewards Account. If we suspect that your account has been compromised or suspect an unauthorised transaction, we may communicate with you via your registered email address or via other secure means agreed between you and us. We may need to verify your identity as part of this process.
- 14.3. If you do not fulfil the conditions required to claim the Kazang Rewards, we will notify you accordingly. We reserve the right to decline your claim should you not have fulfilled the requirements associated therewith. Furthermore, we reserve the right to alter or replace your user details, or require you to do so, at any time. We may suspend access to your Rewards Account in the meantime.

### **15. Suspension of / Closing Your Rewards Account:**



- 15.1. You may close your Rewards Account, without charge, at any time by emailing [help@kazang.com](mailto:help@kazang.com) or contact 087 550 2955. We may close your Rewards Account without reason at any time on not less than 5 (five) days' notice to you.
  - 15.2. We may, from time to time, suspend (in whole or in part) the operation of any Kazang Rewards and / or your use of your Rewards Account if:
    - 15.2.1. we suspect your Rewards Account is being used in connection with unauthorised, fraudulent or unlawful activities;
    - 15.2.2. we suspect that the security of your Rewards Account has been compromised or suspect an unauthorised transaction;
    - 15.2.3. we are required to do so by law, court order or the instructions of a regulator;
    - 15.2.4. you breach any of these terms; or
    - 15.2.5. as otherwise set out in these terms.
  - 15.3. We may, without prior notice, immediately close your Rewards Account if:
    - 15.3.1. you no longer satisfy the minimum eligibility criteria set out above;
    - 15.3.2. you use the Rewards Account or Kazang Rewards in connection with fraudulent or unlawful activities;
    - 15.3.3. you use the Rewards Account, Kazang Rewards or any Kazang property and/or email addresses to make representations or announcements that are slanderous, defamatory, fraudulent, obscene, profane, indecent, vulgar, repulsive or offensive; or
    - 15.3.4. you breach any of the Terms and Conditions.
  - 15.4. If you have breached these terms, we may take such additional action as we deem appropriate including by:
    - 15.4.1. issuing a warning to you;
    - 15.4.2. commencing legal proceedings against you for recoverable loss and damage resulting from the breach (including reimbursement of all sums paid if you have used your Rewards Account in a fraudulent manner;
    - 15.4.3. disclosing relevant information to law enforcement authorities; and/or
    - 15.4.4. suspending your Rewards Account and use of Kazang Rewards.
- The actions described above are not limited and we may take any other action we deem appropriate.
- 15.5. Upon closure of your Rewards Account, for whatever reason:
    - 15.5.1. all rights granted to you under these terms will cease immediately (but this will not affect any rights or remedies which either you or we may have in respect of anything that takes place before your Rewards Account is closed); and
    - 15.5.2. you must discontinue promptly all use of your Rewards Account, the Vending Wallet, the Kazang Rewards Application and Kazang Rewards.

## **16. Kazang Rewards Complaints Handling:**

- 16.1. If you wish to make a complaint about your Rewards Account, please email [help@kazang.com](mailto:help@kazang.com) or contact 087 550 2955, giving brief details of your complaint. A summary of our complaints handling procedures is available on our website and we can provide a copy on request.
- 16.2. If you make a complaint, our customer service staff will acknowledge your complaint by email within three business days, then investigate and send you an initial response, having had access to an officer with the authority to settle the complaint.
- 16.3. We aim to resolve all complaints within three business days, but in exceptional circumstances it may take us up to 35 business days to investigate and respond to more complex complaints. In these situations, we will keep you regularly informed as to the progress of our investigation.
- 16.4. If you are not satisfied by our response, you can email [help@kazang.com](mailto:help@kazang.com), enclosing the responses already given. That email will then be referred to our Kazang Rewards Manager or other relevant member of senior management, who will respond by email directly to you.

#### **17. Authorised / Unauthorised use of the Kazang Platform:**

- 17.1. You are the only authorised user of your accounts and/or applications registered to your name, within the Kazang Platform. You are not permitted to allow any other person to use your accounts within the Kazang Platform.
- 17.2. You confirm that if the correct user details (e.g. password, biometrics or code) are entered when any of your accounts within the Kazang Platform are accessed, Kazang will assume that you are the person accessing your account(s) and you will be responsible for such use and any Transactions related thereto.
- 17.3. You must notify Kazang immediately if you discover or suspect that your account(s) has been compromised or suspect unauthorised use thereof. Until you do so, your account(s) will not be secure and you will be liable for the use of your account(s) and any Transactions related thereto.
- 17.4. If Kazang suspects that your account(s) has been compromised, or suspects unauthorised use of the Kazang Platform, suspects fraudulent use or Transactions, or use in breach of this Agreement, Kazang:
  - 17.4.1. may communicate with you via your registered email address or via other secure means agreed between you and Kazang. Kazang may need to verify your identity as part of this process; and
  - 17.4.2. shall utilise the funds in the Vendor's Vending Wallet and/or in the Vendor's Kazang Superwallet, in whole or in part to cover any losses or damages incurred by Kazang or a third party as a result of the Vendor's conduct.

#### **18. Warranty:**

- 18.1. The Vendor acknowledges and agrees to utilise the Kazang Platform in good faith and to utilise the Kazang Platform solely as set out herein.
- 18.2. Should you be a Kazang Superwallet Vendor, you warrant and represent that any and all funds transferred into your Kazang Superwallet are due to you.
- 18.3. Where the Vendor breaches any of the warranties herein, and/or utilises the Kazang Platform or any functionality therein, for any other purpose or in a manner which contravenes this Agreement, its duty of good faith to Kazang and/or Kazang's reputation, then Kazang shall be entitled to, amongst other things:
  - 18.3.1. suspend the operation of the Device;

- 18.3.2. terminate this Agreement with immediate effect;
- 18.3.3. suspend and/or terminate the Vendor's use of the Kazang Platform or any functionality therein; and/or
- 18.3.4. utilise the funds in the Vendor's Vending Wallet and/or Kazang Superwallet in whole or in part to cover any losses or damages incurred by Kazang or a third party as a result of the Vendor's conduct.
- 18.4. Contravention of the Vendor's duty of good faith to Kazang and/or Kazang's reputation shall include circumstances where, regardless of whether the Vendor financially gains from his/her/its conduct, the Vendor:
  - 18.4.1. contravenes any Applicable Law, Kazang's internal policies and/or this Agreement;
  - 18.4.2. interferes with Kazang's or any third party's rights;
  - 18.4.3. commits or is suspected of committing fraud or any other suspicious activity, whether intentionally or negligently, and whether or not proven guilty;
  - 18.4.4. commits any abuse, misuse, or unauthorised use of the goods and/or services provided by Kazang.
- 18.5. The Vendor warrants that the bank details provided for purposes of Transfer-to-Bank, Vendor Beneficiary Payments, Supplier Payments and/or for any other purpose or payment, are true and correct, are for bank accounts which are legitimate and not fraudulent, and that payments liquidated into that bank account are final and irrevocable. For the avoidance of doubt, Kazang will not be liable for any erroneous payments to the Vendor's bank account, nor for any damage, loss or the like arising from an erroneous payment, incorrect bank details and/or a fraudulent bank account.

## **19. Liability:**

- 19.1. To the fullest extent permitted by law, Kazang disclaims and excludes all representations, warranties and guarantees, whether implied or express and whether arising by law, contract or a course of dealings between you and Kazang.
- 19.2. Kazang does not guarantee the continuous or uninterrupted operability of the Kazang Platform. There may be periods of downtime for maintenance and upgrade work (whether on a scheduled or unscheduled basis). Kazang is not responsible for the security of information that you choose to communicate with Kazang while it is being transmitted or for any data lost during transmission.
- 19.3. Subject to the above, in no event shall Kazang, our agents, officers, employees or sub-contractors be liable to you for any loss or corruption of data, software or hardware; loss of anticipated savings; loss of profit or economic losses; indirect, special or consequential losses and any liability Kazang does have for losses you suffer is strictly limited to losses that were reasonably foreseeable and, in any case, shall not exceed the sum of R10,000.
- 19.4. Kazang will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by any act or omission of a third party or events outside our reasonable control.
- 19.5. The Vendor acknowledges and agrees that it shall be liable for:
  - 19.5.1. the risk of any loss or damage, suffered as a result of using the Kazang Platform and which loss is occasioned as a result of any theft, attempted theft, fraudulent tampering, attempted tampering, fraud, attempted fraud, vandalism, theft of and/or attempts to access, intercept and steal personal details and /or information or cash from the Vendor or any third party;

- 19.5.2. the risk of any loss or damage, suffered due to the theft of the Vendor's consumer's banking details;
- 19.5.3. the risk of any loss or damage, suffered due to the theft of the banking details provided by the Vendor in respect of Vendor Beneficiary Payments;
- 19.5.4. risk of any loss or damage arising from or to the Device;
- 19.5.5. the risk of any loss or damage, suffered by the Vendor, third party or its consumers due to any unauthorised interception and/or monitoring of information by a third party of the Vendor, its consumers, or financial institution information;
- 19.5.6. the risk of any loss or damage, suffered by the Vendor or its consumers due to any failed, late or delayed Transactions, save where either the Vendor or its consumer can show that any loss or damage was due to the gross negligence of Kazang and/or a defect in the Kazang Platform which has been caused solely by Kazang and subject always to the provisions and defences permitted under the CPA;
- 19.5.7. the risk of any damage in the case of a network breakdown, system failure or equipment malfunction or damage to facilities caused by power failures or similar events or loss or damage caused by events beyond Kazang's control;
- 19.5.8. the risk of any loss, damage or claims arising out of any transactions other than electronic transactions or transactions not prescribed in the Agreement, suffered by the Vendor in the event that the Vendor processes manual transactions.

## **20. Indemnity:**

- 20.1. The Vendor must at all times comply with Applicable Laws and such Kazang internal policies.
- 20.2. The Vendor indemnifies and holds Kazang harmless against any loss or liability it may suffer as a result of non-compliance by you.
- 20.3. The Vendor acknowledges that it is illegal to overcharge for any Product and therefore undertakes not to upsell any Product. The Vendor hereby indemnifies Kazang against any claims, loss or expense incurred by Kazang as a result of the Vendor's failure to comply with this undertaking.
- 20.4. The Vendor indemnifies Kazang against all risk, loss, damage or claims arising out of processing of Transactions and/or its use of the Kazang Platform. For the avoidance of doubt, the Vendor assumes all liability and all risk associated with Transactions and its use of the Kazang Platform, save where the Vendor can show that any loss or damage was due to the gross negligence of Kazang and/or a defect in the Kazang Platform which has been caused solely by Kazang.

## **21. No assignment or cession:**

- 21.1. The Vendor may not and shall not transfer or assign any or all of its rights or obligations under this Agreement without the prior written consent of Kazang.
- 21.2. The Vendor may not and shall not hand over the Device(s) or its use of the Kazang Platform to any third party without the prior written consent of Kazang.

## **22. Personal Information:**

- 22.1. By agreeing to these Terms and Conditions, you hereby give Kazang consent to process your Personal Information as provided for herein for the purpose of Kazang performing the

obligations related to the product offering. The processing of your Personal Information shall be done in accordance with the Privacy Policy contained on Kazang's website <https://connected.co.za/privacypolicy> as updated from time to time.

- 22.2. Kazang as well as its as Affiliates, including but not limited to the "Connect Group", being those companies listed on the Privacy Policy, wishes to send you information by means of electronic communication about the "Services" (as defined in the Privacy Policy) offered by the Connect Group, including cash management, card payments, prepaid solutions and access to business funding. By providing your consent hereto, you further give consent for Kazang to share your contact details with the other entities within the Connect Group.
- 22.3. By agreeing to these Terms and Conditions, you hereby give Kazang consent to share your contact details within the Connect Group and the Connect Group sending you electronic communication about the Services.

### **23. Intellectual Property:**

- 23.1. All Intellectual Property will be the sole and exclusive property of Kazang. You acknowledge, and warrant in favour of Kazang, that you do not, and will not acquire, any right, title, or interest in and to the Intellectual Property.
- 23.2. You will not use the Intellectual Property except as expressly set out in this Agreement. You may not modify, sell, copy, sub-license or allow third-party access to, any of the Intellectual Property.
- 23.3. You must ensure that all promotional and advertising material as may be provided by Kazang to you from time to time, is always displayed in accordance with Kazang's directions and requirements.

### **24. Breach:**

- 24.1. The Vendor shall be deemed to be in breach of this Agreement if:
- 24.1.1. the Vendor breaches any of the terms of the Agreement;
- 24.1.2. any judgment or order is made against the Vendor;
- 24.1.3. a creditor attaches or takes possession of, or a distress, execution, sequestration or other similar process for the enforcement of creditors' rights is levied or enforced upon or against any material part of the assets, rights or income of the Vendor; and/or
- 24.1.4. the Vendor becomes insolvent or stops or suspends payment of, or admits inability to pay, its debts generally as and when they fall due or is unable to pay its debts as and when they fall due or commences negotiations with its creditors generally with a view to the general readjustment or re-scheduling of all or part of its indebtedness to such creditors or proposes or enters into any composition or other arrangement for the benefit of its creditors generally, or proceedings are commenced in relation to the Vendor under any Applicable Law, internal policies, regulation or procedure relating to the reconstruction or readjustment of debts.

### **25. Termination and suspension:**

- 25.1. Kazang is entitled to cancel, terminate, or suspend your use of the Kazang Platform in respect of all Transactions or selected types of transactions immediately, or any combination of these actions, as may be permissible in law, without prejudice to any of our other rights (that is, without barring or limiting any future action), if:
- 25.1.1. you have breached any of the terms of this Agreement, or the provisions of any other agreement between us;

- 25.1.2. you fail and/or refuse to abide by the terms of this Agreement, or other instructions from Kazang;
  - 25.1.3. we have reason to believe that the Kazang Platform has been or is likely to be misused;
  - 25.1.4. we suspect any illegal and/or fraudulent use of the Kazang Platform and/or its functionalities;
  - 25.1.5. you have provided us with false or inaccurate information;
  - 25.1.6. we are required to, by law, to do so; or
  - 25.1.7. if we need to protect our interests or the interests of a third party.
- 25.2. Kazang reserves the right to terminate or suspend your access to and use of the Kazang Platform upon written notice, without any liability to you or any third party.

## **26. Changes to these Terms & Conditions:**

- 26.1. Kazang reserves the right to make changes to this Agreement as and when Kazang deems it necessary in its sole discretion.
- 26.2. Kazang will notify you of any change(s), including details of when any such changes will come into effect. It is your responsibility to keep up to date and comply with the latest version of this document.
- 26.3. Subject to any statutory notice period, you will be deemed to have accepted the change(s) if (a) you continue to use the Kazang Platform after the date specified for the change; or (b) you do not terminate your use of the Kazang Platform before the date specified for the change.

## **27. General:**

- 27.1. If Kazang fails to enforce any of its rights hereunder, that does not result in a waiver of that right.
- 27.2. If any provision of this Agreement is found to be unenforceable, all other provisions shall remain unaffected.
- 27.3. This Agreement may not be varied by the Vendor except with Kazang's prior express written consent.
- 27.4. This Agreement and any document expressly referred to in therein represents the entire agreement between you and Kazang in relation to the subject matter of this Agreement. Kazang is required by law to advise you that the contract formed herein may be concluded in the English language only and that no public filing requirements, if applicable, apply.
- 27.5. Upon request, Kazang will provide you with a copy of this Agreement or any part of the information contained herein. You can download these terms from Kazang's website at any time.
- 27.6. No third party has the right to enforce any terms of this Agreement.
- 27.7. The laws of the Republic of South Africa shall govern as to the interpretation, validity and effect of this Agreement and the use of the Kazang Platform notwithstanding your domicile, residence or physical location.



27.8. You hereby consent and submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa in any action or proceeding instituted under or related to this Agreement.