

# FLASH CONSUMER APP STANDARD TERMS AND CONDITIONS

## 1. Introduction

- 1.1 These terms and conditions govern your relationship with us. By downloading and using our App you agree to and accept our terms and conditions. If you do not agree and accept, please do not use our App or uninstall it from your Device.
- 1.2 Please take special note of the paragraphs printed in bold as they may limit our responsibility or involve some risk for you.

## 2. How to interpret these terms and conditions

- 2.1 In these terms and conditions, the words on the left have the meanings set out on the right unless the context clearly shows that the parties intended a different meaning:
  - 2.1.1 **Access Codes** means any of your secret numbers used to access our App, including your password, username and secret word;
  - 2.1.2 **App** means the MyFLASH consumer application for your Device;
  - 2.1.3 **App Store** means your Device's application store provided by Apple or Android, as is applicable to you, from which you download the App;
  - 2.1.4 **Account** means your account which is set up in the FLASH account management system (using a unique account identifier);
  - 2.1.5 **Device** means the mobile device you use to access the App;
  - 2.1.6 **FLASH/us/we/our** means FLASH Mobile Vending (Pty) Ltd, a private company with registered address at 36 Stellenberg Road, Parow Industria;
  - 2.1.7 **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;
  - 2.1.8 **Prepayment** means an advance payment of an amount of money by you which is reflected against your Account;
  - 2.1.9 **Profile** means the digital identity you create when registering for the App and which will be linked to your Account;
  - 2.1.10 **Transactions** mean the different transactions or activities that can be performed by you via the App and includes the payment for goods and services, bill payments and transfer or Prepayment. Transact has a similar meaning;
  - 2.1.11 **User Guide** means the manual which explains how to operate the App and Transact, as updated from time to time;
  - 2.1.12 **You** means the person who registered for the App;

## 3. Registration

- 3.1 You must register for the App by giving permissions to your Personal Information and by following the prompt after you have downloaded the App from the Device.
- 3.2 When you register you must create a Profile for secure use of the App.
- 3.3 In completing the above registration process and accepting the terms and conditions as set out here, you authorize us to verify any information you provide to us. During the verification process, should it be needed, we do reserve the right to request additional documentation from time to time.
- 3.4 Your Account may only be used for the purpose of which it was intended.
- 3.5 Unless you make a Prepayment into your Account within 10 (ten) days of registration, your Account will be closed. You will then have to follow the registration process again if you want an Account.

## 4. Use of the App

- 4.1 You should only use the latest version of the App. Failure to update may result in functions not working correctly and you may experience data errors or security issues for which we will not be liable under any circumstances.
- 4.2 You must use software and hardware suitable for the App. If you do not, the App may not work properly and this could increase your security risk.

## 5. Fees and costs

- 5.1 There are no subscription costs to access the App.
- 5.2 Standard data costs will be charged when you download the App and thereafter when you Transact through the App. These costs are charged by your mobile network operator.

## 6. Transacting using the App

- 6.1 You must make a Prepayment to us before you will be able to perform Transactions. In some instances you will receive a voucher when you make a Prepayment. You must communicate the voucher PIN to FLASH within a period of 3 years after date of issue of the voucher in order to load your Account with the relevant

amount – if you fail to load within the 3 year period, the voucher will expire.

- 6.2 **The different types of Transactions that can be performed, the list of bill issuers and the goods and services are subject to change from time to time.**
- 6.3 The Prepayment or any balance thereof can in no instance be redeemed for cash or by way of a deposit into a bank account and can only be used to perform Transactions.
- 6.4 You must ensure that you have enough Prepayment to cover the amount of the Transaction.
- 6.5 Amounts displayed on the App include value added tax, where applicable.
- 6.6 Your Prepayment will immediately be reduced with the amount of each Transaction, as displayed on the App.
- 6.7 **You authorise us to carry out any and all Transactions which are authenticated by your Access Code(s).**
- 6.8 You must make sure that you log out of the App when you have finished using it to prevent anyone else from using it.
- 6.9 In our own discretion we may allow you to perform a Transaction without sufficient Prepayment from time to time without prejudice to our right in any subsequent Transaction to deny such Transaction where sufficient Prepayment does not exist.
- 6.10 All Transactions are in real time. It is therefore important that you check the Transaction details and details of the bill issuer (where applicable) before submitting the Transaction. No reversal of a voucher or instruction is permitted once a voucher is requested by you or an instruction is given to us.
- 6.11 For bill payments, you must not assume that we have received your order until you have received a one time pin from us.

## **7. Security**

- 7.1 You understand that the use of the App with the Access Codes allows access to your Prepayment.
- 7.2 You must make sure that you keep the Device and Access Codes secret and secure and do not compromise any safety measures.
- 7.3 **If another person gets hold of your Access Codes by whatever means, we will regard you as having authorised this person to access your Prepayment on your behalf, as your agent with full authority to do so.**
- 7.4 You must notify us immediately if you have reason to think that someone else obtained your Access Codes or if your Device/SIM card is lost. Any losses or costs incurred prior to notification will be for your account.
- 7.5 We are committed to providing safe online services. All uses of the App and Transactions through it are protected by encryption at international standards. The Personal Information you send through the App is encrypted. Only our authorised employees or agents have access to information related to the App.

## **8. Changes**

**We are entitled to change these terms and conditions. We will give you notice of any change. Your continued use of the App means that you have accepted such changes.**

## **9. Intellectual property**

- 9.1 Subject to any intellectual property rights held by any other third parties:
  - 9.1.1 We keep all intellectual property and intellectual rights in and to all content (including, but not limited to, all proprietary information, trademarks and copyright in any logos and other devices or storage media) in or sent to, through and from the App; and
  - 9.1.2 We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive license to use the App, which may include updates and/or upgrades, only for purposes outlined in these terms and for no other purposes. You may not sub-licence such third-party content, including intellectual property rights associated with it.
- 9.2 You acknowledge that you:
  - 9.2.1 will in no way represent that you have any rights of any nature in any current and future intellectual property belonging to us, and/or any third parties featured on the App;
  - 9.2.2 will not use the current and future intellectual property that belongs to us and/or any third party that is featured on the App in any manner whatsoever or any other intellectual property which is identical, similar and/or confusingly similar thereto in any country;
  - 9.2.3 will not apply for or obtain registration of any current and future intellectual property that belongs to us and/or any third party that is featured on the App, or any other intellectual property which may be confusingly similar thereto in any country;
  - 9.2.4 will not challenge the rights to the current and future intellectual property that belongs to us, and/or any third party that is featured on the App in any country
  - 9.2.5 will not do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair the current and future intellectual property that belongs to us and/or any third party that is featured on the App or the reputation and goodwill associated therewith or the foregoing parties, or which would be expected to jeopardise or invalidate any registration of current and future intellectual property belonging to the foregoing parties; and

9.3 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as are result of any third party claims initiated and/or instituted against us relating to your unauthorised use of the App, the content thereon and/or any other intellectual property and intellectual property rights flowing from the foregoing.

## 10. App Store

You acknowledge and agree:

- 10.1 These terms are entered into between you and us. Since the App is made available through the App Store, the App Store is a third party under these terms and will also have the right to enforce these terms against you;
- 10.2 To the maximum extent allowed by law, the App Store does not give or enter into any warranty, condition or other term in relation to the App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the App or as a result of you or anyone else using the App or relying on any of its content;
- 10.3 Any claims relating to the licence to the App, possession or use of the App are between you and us (and not between you, or anyone else, and the App Store), including but not limited to, product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
- 10.4 If any claim by a third party that your possession or use (in line with these terms) of the App infringes any intellectual property rights, the App Store will not be liable to you in relation to that claim.

## 11. Your Personal Information

11.1 By registering, you consent:

- 11.1.1 to us collecting, using and storing your Personal Information, including cell-phone number, name, identity number and transactional information ("Personal Information") provided during the registration process or thereafter and your transactional information to comply with legal and regulatory obligations, including requirements in terms of the Financial Intelligence Centre Act, 2002;
  - 11.1.2 that educational and/or informative messages will be sent to you;
  - 11.1.3 to receive notifications if your Account is dormant and if it will be closed. The consent provided in terms of clause 11.1 above is voluntary, but if you do not provide such consent to us, we will not be able to open your Account.
- 11.2 Where you have given your consent, you also agree to:
- 11.2.1 the processing of your Personal Information by us and other companies in our group, any of its operators, commercial partners, agents and sub-contractors (who may be outside South Africa and in countries that do not have similar data protection laws to South Africa) on the condition that they will keep such information confidential and will only use your Personal Information for the purposes of providing information about products and services to you;
  - 11.2.2 the collection of your Personal Information from any other source to supplement the Personal Information which we have about you;
  - 11.2.3 the retention by us of your Personal Information for as long as permitted for legal, regulatory, fraud prevention and marketing purposes;
  - 11.2.4 us using your Personal Information to send you information about products, services, and special offers of the various companies in our group and commercial partners that may be of interest or value to you;
  - 11.2.5 us conducting a credit enquiry about you with any credit bureau or credit provider and providing your Personal Information, including the manner in which you conduct's your account, to: credit risk management services (including credit bureaux); and/or crime prevention agencies.
- 11.3 Subject to applicable law, you may access the Personal Information FLASH has about you by contacting our call centre and request that applicable corrections be made.
- 11.4 If you are unhappy about the way we process your personal information, you should contact our call centre. Alternatively, you may lodge a complaint to the Information Regulator.
- 11.5 The responsible party is FLASH Mobile Vending (Pty) Ltd with address at 36 Stellenberg Road, Parow Industria.
- 11.6 If you choose to be excluded from direct marketing campaigns in the future from us, you must advise us by contacting the call centre you can advise us in writing or register a block on any registry which we are bound by law to recognise. We will not charge you a fee to update this request on our systems and we will give effect to changes as soon as reasonably possible.

## 12. Confidentiality

12.1 All information identified by FLASH as confidential or which, you should reasonably identify as confidential, including business, commercial (discounts etc), end-user, scientific or technical information, as well as any price list whether current or not, received by or made available to you pursuant to your relationship with FLASH, shall be regarded by you as confidential and shall be treated accordingly and not be disclosed to third parties, or used for any purpose other than that for which it was disclosed, without the prior written

consent of FLASH.

12.2 In particular, you shall not, directly or indirectly communicate any information regarding or relating to an end-user to any third party other than in the compliance with the obligations of these terms and conditions or as may be required in law, from time to time.

12.3 The provisions of this clause 12 shall survive any termination of our relationship with you.

### **13. Dormancy & Expiry**

If there are no Transactions on your Account for a period of 85 (eighty five) consecutive days, FLASH will classify your Account as dormant and you will have to call the FLASH call centre to reactivate your Account again. If there are no Transactions on your Account for a period of 3 years, your prepaid credit will expire.

### **14. Termination and suspension**

14.1 We are entitled to cancel, terminate or suspend your use of the FLASH System in respect of all Transactions or selected types of Transactions immediately, or any combination of these actions, as may be permissible in law, without prejudice to any of our other rights (that is, without barring or limiting any future action), if

14.1.1 we have reason to believe that the App has been or is likely to be misused;

14.1.2 suspect any illegal use of the App;

14.1.3 you gave false or inaccurate information;

14.1.4 you fail and/or refuse to follow our User Guide or other instructions;

14.1.5 you are in breach of these terms and conditions or the provisions of any other agreement between us;

14.1.6 law forces us; or

14.1.7 if we need to protect our interest.

14.2 We reserve the right to terminate or suspend your access to the App upon notice, without any liability to you or any third party.

14.3 You may also terminate your relationship with us with immediate effect upon notice to us.

14.4 Upon termination you will not be entitled to redeem your Prepayment or any balance thereof in cash, but will be allowed to transact until the Prepayment is depleted.

### **15. Disclaimer, Limitation of liability & Indemnity**

15.1 We will make every effort to ensure that the App is continually available to you.

15.2 The functioning of the App is, however, dependent on factors beyond our control, including but not limited to, the availability and performance of the relevant mobile telephone network, any third party integration system which provides a service on the App, the performance and compatibility of your Device with the App.

15.3 If the App is not available due to a factor beyond our control, or where the App is available, however, some transactions are offline due to third parties being offline, we will not be held liable for the unavailability thereof

15.4 You use the App at your own risk. The App is not error-free and is being provided "AS IS" without warranty of any kind.

15.5 We will not in any circumstances be liable for any consequential or indirect losses however these may arise or for any other unusual losses. In particular, FLASH shall not be liable for any financial loss, loss of business, profit, savings, revenue, or goodwill suffered or sustained by you howsoever arising.

15.6 We will not be liable for any claims, loss or damage resulting from claims that products or services are defective where we act as agent for the supplier thereof.

15.7 You indemnify FLASH against any loss suffered by it, whether direct or consequential, or claims instituted against FLASH by virtue of your use of the App.

### **16. General**

16.1 You are not, without the consent of FLASH, entitled to cede, delegate or sub-license all or any of its rights and/or obligations in terms of your contractual relationship with FLASH to any third party. FLASH shall not be bound by such a provision and you hereby expressly consent to any such cession and/or delegation of rights and/or obligations by FLASH.

16.2 No indulgence, leniency or extension of time which FLASH may grant or show to you shall in any way prejudice FLASH or preclude FLASH from exercising any of its rights in the future.

16.3 You may not change any of these terms.

16.4 No waiver of any right of FLASH, shall be effective unless reduced to writing and signed by FLASH.

16.5 FLASH shall not be bound by any representation, express or implied term, warranty, promise or the like not recorded herein or in the User Guide.