

## **1. Contractual Relationship**

These Terms of Use (“Terms”) govern the access or use by you, of applications, websites, content, products, and services (the “Services”) made available by Rankin Computer Services CC t/a InfoSight, a private close corporation established in South Africa, having its offices at 21 Claribel Road, Windermere, Durban, Kwa-Zulu Natal (‘iCash’).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and iCash. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. iCash may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Additional terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplementary terms will be disclosed to you in connection with the applicable Services. Supplementary terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplementary terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

iCash may amend the Terms related to the Services from time to time. Amendments will be effective upon iCash’s posting of such updated Terms at this location or the amended policies or supplementary terms on the applicable Service. It is the user’s obligation to check these Terms and Conditions for any changes or updates. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in iCash’s Privacy Policy located at [iCash.co.za/legal](http://iCash.co.za/legal). iCash may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including an Accommodation Provider establishment or Travel Agent) and such information or data is necessary to resolve the complaint, dispute or conflict.

## **2. The Services**

The Services constitute a technology platform that enables users of iCash’s mobile applications or websites provided as part of the Services (each, an “Application”) to arrange and schedule accommodation and/or logistics services with independent third party providers of such services, including independent third party accommodation providers, restaurants and independent third party logistics providers under agreement with iCash or certain of iCash’s affiliates (“Third Party Providers”). Unless otherwise agreed by iCash in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT ICASH DOES NOT PROVIDE ACCOMODATION OR LOGISTICS

SERVICES OR FUNCTION AS A TRAVEL AGENT AND THAT ALL SUCH ACCOMODATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY ACCOMMODATION PROVIDERS WHO ARE INDEPENDENT FROM ICASH OR ANY OF ITS AFFILIATES.

**License.**

Subject to your compliance with these Terms, iCash grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by iCash and iCash's licensors.

The licence granted to you will begin on installation of the App and will continue until it is terminated in line with these Terms, which will result in the cancellation of your access to the App. On termination of the licence granted in these Terms, for any reason, you must immediately cease all use of the App.

**Restrictions.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by iCash; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

**Provision of the Services.**

You acknowledge that portions of the Services may be made available under iCash's various brands or request options associated with accommodation or logistics, including the accommodation request brands currently referred to as "iCash," You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of iCash's subsidiaries and affiliates; or (ii) independent Third Party Providers, including accommodation networks.

**Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that iCash does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. iCash does not endorse such third party services and content and in no event shall iCash be responsible or liable for any products or services of such third party providers.

**Ownership.**

The Services and all rights therein are and shall remain iCash's property or the property of iCash's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner iCash's company names, logos, product and service names, trademarks or services marks or those of iCash's licensors.

**3. Your Use of the Services****User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to iCash certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or iCash's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by iCash in writing, you may only possess one Account.

**User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive accommodation or logistics services from Third Party Accommodation Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Accommodation Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

**Text Messaging.**

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services.

**Promotional Codes.**

iCash may, in iCash's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and an Accommodation Providers' services, subject to any additional terms that iCash establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in

any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by iCash; (iii) may be disabled by iCash at any time for any reason without liability to iCash; (iv) may only be used pursuant to the specific terms that iCash establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. iCash reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that iCash determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### **User Provided Content.**

iCash may, in iCash's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to iCash through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to iCash, you grant iCash a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and iCash's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant iCash the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor iCash's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by iCash in its sole discretion, whether or not such material may be protected by law. iCash may, but shall not be obligated to, review, monitor, or remove User Content, at iCash's sole discretion and at any time and for any reason, without notice to you.

#### **Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. iCash does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition,

the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### **4. Free of Charge for Guests, only Accommodation Providers pay**

##### **Guests**

Unless indicated otherwise, iCash's services are free of charge for users and guests as iCash will not charge you for our Services or add any additional reservation fees to the rate that you pay. You will pay the Accommodation Provider the relevant amount as indicated in the Accommodation Provider's booking confirmation (plus any relevant taxes, levies and fees, if applicable). Accommodation Providers pay a small commission to iCash.

There is no requirement for you to register with iCash to utilize the booking service, however should you join the iCash referral programme, you will be entitled to 5% cash back on the value of any bookings (excluding any relevant taxes, levies or fees). Such amount will immediately be credited to your iCash account, but that amount will only become available for payment at the end of the month following your check out date. No benefits will be received by you should you cancel the booking or fail to pay in full therefore. iCash reserves the right, in its sole discretion, to vary the percentage cash back payable to registered users.

##### **Accommodation Providers**

Any Accommodation Provider registered with iCash shall receive a 5% commission on the value of all bookings (excluding taxes, levies or fees) that are referred to other Accommodation Providers within the Accommodation Provider's network. The various iCash Accommodation Provider's networks shall be determined by iCash. No commissions shall be payable to an Accommodation Provider who refers bookings to an Accommodation Provider on the iCash network outside the scope of that Accommodation Provider's iCash network.

Each Accommodation Provider will be allocated a referral code which guests will be able to use when making a booking with an iCash registered Accommodation Provider.

##### **Restaurants**

Accommodation Providers registered with iCash may refer guests to restaurants registered with iCash. Where Accommodation Providers have referred guests to iCash registered restaurants, payments may be processed through the iCash system. Notwithstanding the foregoing, the liability for the payment of any amounts to the restaurant shall rest solely with the Accommodation Provider, and iCash shall bear no liability in respect of any amount due to the restaurant. Accommodation Providers and iCash may receive commissions on such referrals at rates as agreed between the parties, or failing such agreement as determined by iCash.

##### **Single Bank Account**

Each registered user, including Accommodation Providers, shall be entitled to have only one banking account linked to the user / Accommodation Provider profile. Accommodation Providers

will be able to create sub-user codes for allocated members of staff or agents, however all payments due to Accommodation Providers shall only be made by iCash into the single banking account provided by the Accommodation Provider.

## **5. Disclaimers; Limitation of Liability; Indemnity.**

### **DISCLAIMER.**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” ICASH DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, ICASH MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ICASH DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF ACCOMMODATION PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY.**

ICASH SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF ICASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ICASH SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY ACCOMMODATION PROVIDER, EVEN IF ICASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ICASH SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ICASH’S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY ACCOMODATION PROVIDERS PROVIDING ACCOMODATION SERVICES MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

NOTWITHSTANDING THE AFOREGOING AND ONLY IN THE EVENT OF A COURT WITH JURISDICTION HEREUNDER HOLDING ICASH LIABLE TO A USER OR ACCOMMODATION PROVIDER, THEN ANY SUCH LIABILITY FOR ALL DAMAGES,

LOSSES AND CAUSES OF ACTION SHALL NOT EXCEED FIVE THOUSAND RANDS (R5000) IN TOTAL.

WHILE ICASH'S SERVICES MAY BE USED BY YOU TO REQUEST AND BOOK ACCOMODATION, GOODS OR LOGISTICS SERVICES WITH THIRD PARTY ACCOMMODATION PROVIDERS, YOU AGREE THAT ICASH HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY ACCOMODATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

**Indemnity.**

You agree to indemnify and hold iCash and its officers, members, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) iCash's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Accommodation Providers; It is the responsibility of you and the relevant merchant, not iCash, to resolve any dispute or claim raised by you relating to any payments made via the App or the purchase or sale of goods or services you (a Customer Claim). We may, at our own discretion, initiate a refund if (a) a payment made via the App is reversed by a court, regulatory authority or other third party acting in accordance with applicable law, (b) we, in our sole and absolute discretion, accept or have reason to believe that a payment was not authorized by you, or (c) a payment is allegedly unlawful, suspicious, or in breach of this Agreement. Where you have a dispute with a merchant, iCash will provide information we hold which may assist resolution and otherwise attempt to assist you as far as we consider practicable. We may charge you an administration fee to cover our reasonable costs of providing any such assistance.

**6. Governing Law and Jurisdiction**

These Terms shall be exclusively governed by and construed in accordance with the laws of the Republic of South Africa. Access to the iCash website from territories or countries where the content or purchase of the Services is illegal, is prohibited. If the user / Accommodation Provider accesses the iCash website from a location outside of South Africa, that user is responsible for compliance with all local laws. The user / Accommodation Provider consents to the exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising, directly or indirectly out of the provision of the Services.

**7. Other Provisions**

**Claims of Copyright Infringement.**

Claims of copyright infringement should be sent to iCash's designated agent. Please visit iCash's web page at [iCash.com/legal](http://iCash.com/legal) for the designated address and additional information.

**Notice.**

iCash may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to iCash by written communication to iCash's address 21 Claribel Road, Windermere, Durban, South Africa.

**General.**

You may not assign or transfer these Terms in whole or in part without iCash's prior written approval. You give your approval to iCash for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of iCash's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, iCash or any Third Party Accommodation Provider as a result of the contract between you and iCash or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."