

TERMS OF SERVICE

(January 2024)

The Okcash service ("Service") enables you to qualify to borrow small amounts over short periods of time (each a "Loan"). The Service is operated by Okcash (Pty) Limited. ("we", "us" or "Okcash"), subject to these Terms of Service ("Terms").

INTRODUCTION

1. These Terms shall be deemed to be accepted by you upon your use of the Service. You may not use the Service if you do not accept these Terms. If you are under eighteen (18) years of age, you may not use the Service.
2. Okcash is a registered credit provider with NCR registration number NCRCP[17299].
3. These Terms explain the conditions applicable to how you will use the Service. Please read these Terms carefully before using the Service. We will assume you have read and understood these Terms if you continue to access or make use of the Service.

CREATING AN ACCOUNT WITH US

4. To provide you with the Service, you must authorize the provision of certain personal information to us as described in our privacy policy. Our privacy policy governing the Service is attached to and incorporated into these Terms ("Privacy Policy"). By accepting these Terms and using the Service, you consent to and authorize the collection and use of personal information in accordance with the Privacy Policy.
5. You acknowledge and agree that it is critical that you provide honest, accurate and complete information about yourself as requested in the application ("Account Data") and you confirm that you have full authority to provide the Account Data. You agree to indemnify and keep us indemnified in full against all demands or claims that may be brought against us with respect to any information related to third parties provided by you to us during your use of the Service. You also agree to keep the Account Data up to date.
6. You hereby authorize us to conduct information verification checks on you should we deem it necessary. You further duly authorize us to forward your Account Data and personal information to verification suppliers, information suppliers and third parties acting on behalf of Okcash to verify information about you which includes but is not limited to qualification, certification, employer background screening, employment verification, employment references, criminal records, driver's license validation, passport validation, identity verification and any other personal information required to validate, verify and confirm your information. You understand and agree that your consent declaration will remain valid for as long as you use the Services for all existing and future personal and verification requests, screening, validation and confirmation of information regarding yourself.
7. You are responsible for maintaining the confidentiality of your password and account and you are solely responsible for any and all activities that occur through the use of your account or password. You hereby indemnify us against and waive any claims relating to the unauthorised use of your account.

LOAN APPLICATIONS

8. Once you have registered an account with Us, you may be offered the opportunity to apply for Loans in certain amounts. We reserve the right to decline the Loan application for any reason. When you receive a loan from us you will be given a pre-agreement statement and quotation for you to consider and approve. Once approved, you will be provided with our credit agreement which must be read in conjunction with these Terms. As long as you have an open loan account with us, you will be subject to these Terms, the pre-agreement statement and quotation and credit agreement at all times.

9. If we accept your application and grant you a Loan, we will charge a fee you must pay to us on top of paying back the borrowed amount ("Initiation Fee"). The Initiation Fee payable is quoted together with the loan amount at the time you apply for each Loan. The Loan Initiation Fee, first months interest and first months service fees will be deducted from the Loan amount before the Loan funds are transferred to you.
10. You must repay the Loan by the date specified when you take the Loan ("Due Date"). If you fail to repay the Loan by the Due Date, we will at our discretion rollover your Loan for a period of time determined by us ("Rollover Period"). Should we elect not to rollover your Loan, all amounts owing to us will become immediately due, owing and payable. You must then repay the loaned amount, Initiation Fee and arrear interest by the end of the Rollover Period.
11. If you still have not repaid the Loan amount and fees, by the end of the Rollover Period, you will be in default. This default may be reported by us to credit reference bureaus duly licensed under the National Credit Act 34 of 2005, within 28 (twenty-eight) days of your default and such report may affect your ability to borrow money in the future. You will become responsible for the reasonable costs we or our suppliers may incur in collecting the payment in accordance with applicable law.
12. You expressly request, instruct, and authorize us to debit amounts owed to us from your nominated bank account, nominated banking card or mobile money wallet, and in accordance with any direct debit instruction issued and delivered to you by us herein on the Due Date or, before or after the Rollover Period. All such debits from your account by us in accordance with this direct debit instruction issued and delivered by you to us shall be treated as though it has been signed by you personally. You understand that the withdrawals hereby authorised will be processed by electronic funds transfer, and you also understand that details of each withdrawal will be printed on your bank statement. You expressly agree to pay any bank charges relating to this mandate.
13. We will credit each payment made at the date of receipt of the payment, in the following order: (a) towards any due or unpaid interest; (b) towards any due or unpaid fees or charges; and (c) to reduce the amount of the Principal Debt (as defined in the credit agreement).
14. You are welcome to pay your Instalment before the due date ("early payment"). If you make an early payment, we will credit that amount to your account. If there is any amount outstanding after your early payment this amount will become due and payable on the Instalment date as agreed.

ANTI-MONEY LAUNDERING AND ANTI-TERRORISM

15. We and our affiliated entities enforce a strict policy against money laundering, terrorism funding and conducting of business with entities/individuals situated in territories subject to trade sanction and/or are individually subject to such sanctions ("Policies").

RESPONSIBILITIES AND WARRANTIES

16. In addition to other prohibitions as set forth in these Terms, You are prohibited from using the Platform: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or provincial regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet; or (l) to infringe and/or violate any laws or including but not limited to acts of fraud, money laundering, bribery, corruption and/or use any amounts loaned to you for illegal and/or illicit purposes.
17. You furthermore agree that any amounts paid to us by you shall not be proceeds from illegal activities. Should it be proven and/or suspected by us that the Platform is being used for illegal and/or illicit

purposes and/or violate our Policies we reserve the right to immediately terminate the Services available to you and furthermore reserve our rights to report your conduct to the relevant legal authorities for investigation and possible prosecution.

18. We grant you a limited, non-transferable, personal right and license to use the Service and any associated software application through which it may be provided. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the software (except as, and only to the extent that, any of the foregoing restrictions are prohibited by applicable law or to the limited extent permitted by the licensing terms governing use of any open-sourced components included within the software).
19. We may in our sole discretion and at any time terminate your access to the Service or discontinue providing the Service or any part of the Service, with or without notice. You agree that we will not be responsible or liable to you or any third party for modifying or discontinuing the Service, or for terminating or suspending your access to the Service.

DATA MESSAGES

20. Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.
21. Data messages we send to you will be regarded as received when the data message enters your email sever inbox and is capable of being retrieved and processed by you.
22. We reserve the right not to respond to any email or other message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.
23. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

HYPERLINKS

24. The Platform may include links to other websites ("other sites"). We do not own or endorse these other sites and is not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.
25. We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.
26. Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

INTELLECTUAL PROPERTY

27. All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("the intellectual property") are owned (or co-owned or licenced, as the case may be) by us, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
28. All rights to any intellectual property provided by you to the Platform will remain with you, but for which you have provided us with a non-exclusive, non-transferable licence to use such intellectual property to provide you with our Services.
29. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform and contained within the Services are expressly reserved. **You may not copy, download,**

print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, Okcash and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.

30. We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).
31. Where any intellectual property has been licensed to us or belongs to any third party all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.
32. Subject to adherence to the Terms, we grant to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine which you are the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission first being granted.
33. All information made available by you to us when applying for our Services will be held in strictest confidence and shall never be disclosed, used, or exploited by us unless such information is already made public, or we are required to disclose same by law or court order. Confidentiality under these Terms will survive the termination of our agreement for any reason.

INDEMNITIES AND DISCLAIMERS

34. The Service is provided "as is" without warranty of any kind. We and our suppliers disclaim all warranties with regard to the service, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. If you are dissatisfied with any portion of the service, or with these terms, your sole and exclusive remedy is to discontinue using the service.
35. In no event will we or our suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of the Service, with the delay or inability to use the Service, the provision of or failure to provide the Service, or for any loan obtained through the Service, or otherwise arising out of the use of the Service, whether based on contract, delict, negligence, strict liability, or otherwise..
36. We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.
37. You indemnify and hold harmless us, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered or concluded through the Platform in any way.
38. You agree to indemnify, defend, and hold us harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms.
39. This clause will survive termination of these Terms.

DISPUTE RESOLUTION

40. Should any dispute, disagreement or claim arise between you and Okcash concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
41. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them to find a mutually beneficial solution.
42. In line with the requirements of the National Credit Act, if you have a loan with us, you have the right to (a) resolve a complaint by way of alternative dispute resolution; (b) file a complaint with the National Credit Regulator, or (c) make an application to the National Credit Tribunal.
43. The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public Platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

NOTICES AND TERMINATION

44. **IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF THE PLATFORM AND/OR SERVICE IF YOU BREACH THESE TERMS PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.**
45. If you wish to terminate your agreement with us and these Terms, you may do so by following the process set forth in the credit agreement between us. Termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.
46. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being in the case of Okcash at [okcash3008@gmail.com] and in the case of the user at the e-mail, cellphone number, and addresses provided to us.
47. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
48. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

GENERAL

49. This contract is subject to, and shall be governed by, and construed in accordance with the laws of the Republic of South Africa, without reference to the principles of conflict of laws thereof.
50. The relationship of the parties, inter se, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party.
51. If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned
52. No alteration, variation or agreed cancellation of this agreement, and this paragraph, shall be of any effect unless directed so by us.

53. This Agreement constitutes the whole agreement between the Parties in regard to the subject matter thereof and no warranties or representations of any nature whatsoever other than set out in this agreement have been given by any of the parties.
54. No relaxation or indulgence which any party may show to any other party to this Agreement shall in any way prejudice or be deemed to be a waiver of its rights hereunder.
55. Each and every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect.
56. Any substantive provision appearing in, or as a part of, any interpretative provision of this agreement shall have effect in accordance with its tenor, notwithstanding the context in which it appears.
57. We may modify these Terms. These Terms may be modified without notice at any time in the future. Changes will be posted at the application or its success or URL. It is your responsibility to remain informed of any changes as you are bound by the latest version of the Terms.

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