



Website Terms of Use

Updated July 2023

Welcome to the Website for Floatpays (Pty) Ltd.

By using our websites and mobile applications, collectively the "Site" , you agree to be bound by these Terms of Use, whether or not you register as a member on the Site ("Member"). These Terms of Use govern your Account (as defined herein) and your use of services available through the Site ("Services").

NOTICE: PLEASE READ THE FOLLOWING TERMS OF USE BEFORE PROCEEDING. BY CLICKING "I ACCEPT" DURING ACCOUNT REGISTRATION OR BY USING THE SITE OR THE SERVICES PROVIDED THROUGH THE SITE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU ACCESS OR USE THE SITE, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THESE TERMS OF USE AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU CANNOT REGISTER FOR AN ACCOUNT OR USE THE SITE.

These Terms of Use are entered into as of the date you first click "I Accept" or first access or use the Services on the Site (the "Effective Date"). By agreeing to the Terms of Use, you also agree to comply with the terms of our online privacy policy (our "Privacy Policy") and our security policy (our "Security Policy") posted on the Site, which is incorporated into these Terms of Use. Before using the Site or Services or any Account, please carefully review our Privacy Policy and our Security Policy. All personal data you provide to us as a result of your use of the Site, Services, or any Account will be handled in accordance with these Terms of Use, our Privacy Policy and our Security Policy. We reserve the right to monitor your communications with us whether by mail, voice, e-mail or any other form of transmission for the purposes of quality control, security and other business needs.

Your Account Information

By Registering, creating a password, Signing In or Logging In on the Site, you represent to us that: (1) you meet any age restrictions for the Site, and (2) the information you have provided on your Registration (“Account Information”) is true, accurate, current and complete. You will maintain and promptly update your Account Information using the functionality provided through the Site to keep it true, accurate, current and complete.

Use of Data

Without limiting any rights under the Privacy Policy, we will have the right to collect, extract, compile, synthesise, and analyse non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from your access to the Site and your use and operation of the Services. To the extent any such data or information is collected or generated by us, the data and information will be solely owned by us, and we may use it for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated form, without directly identifying you, any user or customer, or any other entity or natural person as the source thereof.

We may require you to follow additional rules, guidelines, or terms and conditions (“Additional Terms”) in order to access and use various features of the Site, to participate in certain promotions available through the Site, or to receive other services offered from time to time (“Additional Services”). Before accessing or using the Additional Services, you will be required to agree to any applicable Additional Terms. Any Additional Terms you agree to through the Site will become a part of these Terms of Use. If any Additional Terms differ from the terms of these Terms of Use, the Additional Terms will take precedent

over the terms of these Terms of Use, but only with respect to the matters governed by the Additional Terms.

Modifications to Services

Floatpays reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Floatpays shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

Account Security

You are responsible for maintaining the confidentiality of the username and password that you created during the Registration process, and are fully responsible for all activities that occur under said username and password. You agree to (a) immediately notify Floatpays of any unauthorised use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Floatpays will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others you should, as a practice, disable any auto-sign in feature.

Termination by us

We retain the right to terminate your access to our services if you engage in prohibited activities or violate our terms of use. This includes, but is not limited to, fraudulent behaviour, harassment, copyright infringement, spreading

malicious content, or any other action that may harm our platform or users. Termination may occur without prior notice or liability. We may suspend or disable your account, block your IP address, remove your content, or take any necessary action to maintain the integrity and safety of our community.

Copyright Policy

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information unless under fair use or without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please contact us with the following information: an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Site; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

Proprietary Rights

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use, or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

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Warranty Disclaimer

Floatpays will use commercially reasonable efforts to provide you the Services relating to your Account during the term of your Account in accordance with our current description of Services applicable to your Account. In the event of any breach of this warranty, please notify us immediately. Except as expressly provided herein, floatpays hereby expressly disclaims, and you disclaim any reliance on, all warranties of any kind, whether express or implied, with respect to the services, our content, and all software, products or services described on or available through the site, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

Floatpays makes no warranty: that the services will meet your requirements; that the site will be uninterrupted, timely, secure, or error-free or that the results that may be obtained from the use of the site will be accurate or reliable; that the quality of any products, services, information, or other material purchased or obtained by you through the site will meet your expectations. No advice or information, whether oral or written, obtained by you from Floatpays or through or from the site will create any warranty not expressly stated in the terms of use. We do not warrant that the site, servers, content on the site, emails sent from us, or products or services available on the site, if any, will be free of any harmful components (including viruses).

Limitation of Liability

To the fullest extent permitted by applicable laws we, on behalf of ourselves and our employees, agents, suppliers and contractors, exclude and disclaim liability for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if floatpays has been advised of the possibility of such damages), arising out of or in connection with the use of the services and the site, or otherwise resulting from: (1) the use or the inability to use the services or the site; (2) unauthorised access to or alteration of your transmissions, content or data; (3) statements or conduct of any third party on the site; or (4) any other matter relating to the site. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis.

Indemnity

You will indemnify and hold harmless Floatpays, and its subsidiaries, affiliates, officers, agents or other partners, users and employees, from and against any

claim, liability, loss, expense or demand, including reasonable attorneys' fees, relating to or arising out of your Content, your use of any other Content, your use of or connection to the Site and Services (including any information, materials, products or services available through the Site or Services), your violation of these Terms of Use, or your violation of any applicable laws or any rights of another user or third party.

Jurisdiction and Choice of Law

If there is any dispute arising out of the Site and/or the Services, by using the Site, you expressly agree that any such dispute shall be governed by the laws of the Republic of South Africa, without regard to its conflict of law provisions, and you expressly agree and consent to the resolution of any such dispute.

If you are under the age of eighteen (18) years of age, or are not at least the age of majority or otherwise incapable of binding to a legal contract in the jurisdiction from which you enter into this agreement, you MUST have your legal guardian (e.g. your parent) or someone with authorised power of attorney review this agreement and consent upon your behalf or you should not proceed any further.

Entire Agreement

These Terms of Use contain the entire agreement between you and Floatpays (Pty) Ltd regarding the use of the Site and/or the Services. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect.

Trademark

Floatpays is a trademark of Floatpays (Pty) Ltd. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise, does not constitute or imply endorsement, sponsorship or recommendation thereof by Floatpays.

Communications from Floatpays

We may send you any notices via email or regular mail to the address we have on file for you. We may also provide notice to you by displaying the notice on the Site as described in these Terms of Use. You will provide any notices to Floatpays solely as directed in these Terms of Use or in writing at the email address set forth below.

Floatpays communications may include: service announcements, administrative messages and email newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Contact Floatpays

If you have any questions about these Terms of Use or our information-handling practices, or if you would like to request information

about our disclosure of personal information to third-parties for their direct marketing purposes, please contact us by email at info@floatpays.co.za.

Floatpays (Pty) Ltd is an authorised financial services provider under the Financial Advisory and Intermediary Services Act (Act No. 37 of 2002) (FSP number: 52120)