

IKHOKHA PAYMENT ACCEPTANCE TERMS AND CONDITIONS

1 PARTIES

The parties to this agreement are:

1.1 Emerge Mobile (RF) Proprietary Limited;
Reg. No. 2012/067507/07;
Unit 4, 12 Frosterley Park, Frosterley Crescent, La Lucia Ridge, KwaZulu-Natal;
Fax No. +27 31 566 1967
(hereinafter referred to as "iKhokha")

and

1.2 Full Registered company name (or full name as appears on ID if Sole Proprietor): _____
Company Registration No. (or ID No. if Sole Proprietor): _____

Physical Address:

Email address :

Merchant UID :

("You:")

2 PROCESS

2.1 Each application is subject to iKhokha's standard credit checks and regulatory procedures.

2.2 This agreement lets You accept pin driven cards as a form of payment for transactions using a smart phone or tablet and an Edge Card Reader.

2.3 This agreement only becomes a binding agreement between You and iKhokha once:

2.3.1 You have applied for and successfully been registered for the service;

2.3.2 You have taken delivery of an Edge Card Reader and it has been activated by iKhokha;

2.3.3 You meet iKhokha's standard credit checks and regulatory procedures (including, without limitation, FICA and KYC requirements).

2.4 You are obliged to provide iKhokha all compliance documents as iKhokha may request from You from time to time.

3 DEFINITIONS

In this agreement the following terms will have the meanings set out next to them unless clearly inconsistent with or otherwise indicated by the context:

3.1 "Card" means the card/s as listed in the Payment Acceptance: Merchant Application (which may be amended and/or replaced by iKhokha from time to time to allow for the addition or reduction of cards/services).

3.2 "Cardholder" means the person to whom a Card has been issued.

3.3 "Card Issuer" means the bank or any other entity that issues a Card.

3.4 "Chargeback" means a transaction that is reversed because the Cardholder has successfully disputed the transaction.

3.5 "Delayed Settlement" means the process during which the funds will be credited to You after all FICA/KYC compliance requirements have been met.

3.6 "Edge Card Reader" means iKhokha's Edge Card Reader for smartphones (including its associated clips and battery charger) and the associated iKhokha software.

3.7 "Electronic Authorisation Function" means a facility through which authorisation for a transaction may be obtained from a bank through the Edge Card Reader.

3.8 "Electronic Transaction" means a transaction done through the Edge Card Reader which leads to electronic transfer of funds.

3.9 "Floor Limit" means the total value which You may permit a Cardholder to spend on a Card at any one time without prior authorisation from a bank.

3.10 "Laundering" means the presentation of sales vouchers that did not result from an act between You and the Cardholder.

3.11 "Settlement" means the payment to You of the total nett value of all valid Electronic Transactions made by You in a business day less fees.

3.12 "Transaction Fee" means a portion of the total value of all card transactions made by You and payable to iKhokha.

3.13 "PCI DSS" means the Payment Card Industry Data Security Standards in effect from time to time or any successor standards to those standards.

3.14 "Procedural Manual" means iKhokha's directives to You from time to time, including, without limitation, as amended from time to time.

4 HONOURING OF CARDS

4.1 You undertake to accept each valid Card that is presented to You by the rightful Cardholder in payment of goods and/or services.

4.2 You undertake to supply the goods and/or services at a price which is not more than Your normal cash price for the goods and/or services and not to discriminate against any Cardholder by adding any surcharge or by setting a minimum or maximum transaction amount as a condition of honouring any Card.

4.3 You may not accept Cards for the purchase of shares, bonds or stock.

4.4 iKhokha shall pay to You the value of all goods and/or services that You supply after an Electronic Transaction, on condition that delayed Settlement will apply when there are outstanding compliance documents. iKhokha shall be entitled to keep funds back in the case of excessive Chargebacks, bankruptcy, fraud or suspected fraud, Laundering or suspected Laundering.

4.5 iKhokha is irrevocably authorised to debit Your nominated bank account at whatever bank this is conducted with the following:

4.5.1 A minimum merchant Transaction Fee of _____ (excluding VAT) which will be deducted from the transactions' value prior to settling to Your account.

4.5.2 A daily Settlement fee of R2.50, which will be deducted from the total amount being settled daily into your account. You will be settled once a day for all transactions performed on that business day. Settlement will only take place when transactions have been performed and once the total amount to be settled exceeds R10.00

4.5.3 A Chargeback fee of R35.00 (excluding VAT) per Chargeback, if your client requests a chargeback from his/her bank with valid reason

4.5.4 A monthly data fee per iKhokha XL package purchased or rented at a minimum charge of R27 (including VAT) per month per device

5 FLOOR LIMITS

5.1 The Floor Limit applicable to all transactions is zero. All transactions require prior authorisation from a bank by way of the Electronic Authorisation Function prior to You permitting the Cardholder to spend on a Card.

6 PRESENTATION FOR PAYMENT

6.1 You shall not process a transaction that did not result from a transaction between You and the Cardholder and all such transactions shall take place only in the Republic of South Africa.

6.2 iKhokha will credit or debit Your nominated bank account with the total net amount of valid Electronic Transactions presented for payment, on condition

that Delayed Settlement and/or no settlement (as determined by iKhokha) will apply when there are outstanding compliance documents.

6.3 Any crediting of Your nominated bank account does not waive or remove iKhokha's right to cancel payment of Electronic Transactions by debiting Your nominated bank account with the amount of the relevant invalid Electronic Transaction.

7 WARRANTIES

7.1 By presenting an Electronic Transaction for payment to iKhokha, You warrant the following:

7.1.1 All statements of fact contained therein are true.

7.1.2 Goods and/or services were delivered or supplied at Your normal cash price and the price contains no extra charges or element of credit whatsoever.

7.1.3 The said Electronic Transaction between You and the Cardholder is legal.

7.1.4 There has been proper compliance by You with all the terms of this agreement and the Procedural Manual.

7.1.5 You indemnify iKhokha against any claim or liability that may arise from a dispute between You and the Cardholder about the supply and/or delivery of goods and/or services. You have and You shall provide evidence, that satisfies iKhokha, that the debiting of the Cardholder's account was authorised by the Cardholder.

7.1.6 You actually supplied the goods and/or services referred to in Electronic Transactions, to the Cardholder.

7.2 You will make sure that You and Your agents and sub-contractors (where applicable) comply with PCI DSS and all obligations relating to data security, data compromises and the steps necessary to demonstrate compliance with PCI DSS. You can access full details of the applicable obligations and processes at the PCI DSS website (<http://www.pcisecuritystandards.org>). You will make sure that You and Your agents and sub-contractors (where applicable) comply with the Procedural Manual.

8 INVALID TRANSACTIONS

8.1 An Electronic Transaction will be invalid if:

8.1.1 the begin date on the Card has not yet been reached or the Card has expired;

8.1.2 the Electronic Transaction does not comply with any warranty contained in clause 7 above;

8.1.3 a mutilated, defaced, blank or illegible Card was accepted;

8.1.4 you do not present the Electronic Transaction within the agreed period;

8.1.5 at the time when the Electronic Transaction was done, any term of this agreement had been or was being violated;

8.1.6 the supplied goods and/or services paid for by the Cardholder were received broken, defective, incomplete or otherwise not suitable for the purpose for which they were sold, and the Cardholder returned the goods.

8.1.7 iKhokha may, in its sole discretion, choose to treat any of the abovementioned Electronic Transactions as valid but without prejudice to iKhokha's right in any following Electronic Transaction to treat any defect of a similar kind as invalid.

8.2 In the case of an invalid Electronic Transaction as set out above, iKhokha has the right to Chargeback the said Electronic Transaction as described in clause 11.1.1.

9 REFUNDS

9.1 If the purchase price of the goods is to be refunded to the Cardholder or if You allow an adjustment of the purchase price, You shall process the refund in the prescribed manner.

9.2 You cannot refund a transaction larger than R750.00, with your iKhokha Edge Card reader.

9.3 You may not make a cash refund to a Cardholder.

9.4 You must provide an SMS or e-mailed version of the credit voucher to the Cardholder.

9.5 You must present such credit voucher to iKhokha within 2 days.

9.6 You shall keep a copy of the credit voucher for a period of at least 180 days.

10 PROVISIONS RELATING TO ELECTRONIC TRANSACTIONS

10.1 You shall be responsible for the payment of any charges or extra charges by any cellular service provider or any other governmental or non-governmental body that has the authority to control the use of the Edge Card Reader and any connections required for the proper functioning of the Edge Card Reader.

10.2 iKhokha shall not be liable for any damage, 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 iKhokha's control and/or the fact that You or the Cardholder are not able to gain access to the mobile networks or to utilise it.

10.3 You shall ensure that all of Your employees who are duly authorised to do so, shall be properly trained to perform any Electronic Transaction by way of an Edge Card Reader.

10.4 Each Electronic Transaction performed shall be deemed to be valid and its validity may not be questioned by You.

10.5 You shall be responsible for any error occurring or fraud or Laundering committed through the use of the Edge Card Reader.

11 DEBITING OF YOUR ACCOUNT

11.1 iKhokha has the right to debit your bank account with:

11.1.1 the value of reversals of invalid electronic transactions and the value of Chargebacks;

11.1.2 the fees referred to in clause 4.5;

11.1.3 any refund due to a Cardholder and not processed or rectified by You;

11.1.4 any overpayments due to clerical or electronic errors by either party;

11.1.5 the value of transactions about which a disagreement exists as raised by a Cardholder. iKhokha shall have a right of full recourse to You should any disagreement arise between You and the

Cardholder;

11.1.6 interest at Absa Bank Limited's prime overdraft rate payable by You to iKhokha on any amount due.

11.1.7 any charges incurred as a result of your abuse, misuse or unauthorised use of the service and/or any damage incurred as a result of your failure to comply with any provision contained in the Agreement, as well as for any charges incurred as a result of the loss or theft of the SIM card in your iKhokha XL device where applicable

11.2 You also hereby authorise iKhokha to issue and deliver payment instructions to your banker for collection against your account at your bank as specified in your iKhokha Payment Acceptance Merchant Application on condition that the sum of such payment instructions will not differ from your obligations as agreed to in the iKhokha Payment Acceptance Terms and Conditions and the iKhokha Payment Acceptance Merchant Application (Merchant UID _____)

11.2.1 The individual payment instructions so authorised must be issued and delivered on the date when the obligation in terms of this Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the iKhokha Payment Acceptance Terms and Conditions and the iKhokha Payment Acceptance Merchant Application.

11.2.2 You agree that the first payment instruction will be issued and delivered on either the date that a transaction chargeback, refund or payment adjustment is actioned. Alternatively if applying for additional services from iKhokha the relevant payment instruction will be issued regularly on the 1st of each month.

11.2.3 If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) you agree that the payment instruction may be debited against your account on the following business day; or subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid or until this authority is cancelled by you by giving you notice in writing of not less than the interval (as indicated in the previous clause) and sent by prepaid registered post or delivered to your address indicated above.

11.2.4 You acknowledge that all payment instructions issued by iKhokha shall be treated by your bank as specified in the iKhokha Payment Acceptance Application as if the instructions had been issued by you personally.

11.3 You will pay all debits upon presentation, and You will be responsible for the costs of any debits drawn by iKhokha.

11.4 You will pay an administration fee for each payment due by You to iKhokha, which is returned unpaid by a bank.

11.5 You will pay an administration fee for clerical errors that occur because Electronic Transactions were incorrectly processed, as may be stated from time to time on the merchant statement.

11.6 You hereby irrevocably authorise iKhokha to debit Your nominated bank account with any of the amounts stated in clauses 4.5, in clauses and sub clauses 11.1 to 11.5 and clause 12.3. You undertake to immediately inform iKhokha in writing of any changes in Your bank account details.

12 FRAUDULENT TRANSACTIONS

12.1 In this clause "Fraudulent Transaction" means any transaction which would be fraud or Laundering (regardless of whether an Electronic Authorisation Function code number has been issued by iKhokha to You) in terms of the common law or statute. This includes, without limitation, any purchase and/or transaction made by anyone who is not the authorised Cardholder, or someone authorised by the Cardholder or the use of a Card which has not been issued by a bona fide (good faith or authorised) Card Issuer.

12.2 You shall not process Electronic Transactions that You know or should have known are Fraudulent Transactions or unauthorised by the Cardholder. You agree that You shall be responsible for the actions of Your employees at all times.

12.3 iKhokha has the right to debit Your bank account at any time with the value of all Fraudulent Transactions electronically posted by You.

12.4 iKhokha shall be entitled to and hereby reserves the right to immediately end this agreement if fraud is committed by You or any Fraudulent Transaction is posted by You.

12.5 If your iKhokha merchant agreement is terminated due to confirmed suspicion of processing of fraudulent transactions with your card reader, you will be expected to return the card reader to iKhokha or allow iKhokha to collect the card reader in line with PCI policy and without any expectation or right to any form of compensation or refund.

13 DISCLOSURE OF INFORMATION

13.1 You must inform iKhokha in advance of any material change in the nature of Your business and/or ownership of Your business as indicated on the application form.

13.2 You must tell iKhokha about any previous merchant agreements you concluded or attempted to conclude with any financial institutions including, without limitation, any restrictive conditions applicable to and/or the reasons for cancellation of any of those merchant agreements. You hereby authorise iKhokha to investigate Your previous merchant agreements and merchant agreement applications.

13.3 You may not give Cardholder account information to third parties except as required by law. You shall keep all material on which account numbers and signatures of Cardholders appear, in a safe and secure area that only authorised personnel may access. All material that you wish to dispose of must first be destroyed in a way that makes it unreadable before you dispose of it.

13.4 iKhokha may give information about You to VISA International Service Association, MasterCard International Incorporated and other financial institutions. iKhokha may use this information in any fraud prevention schemes which may be set up. This includes the national merchant alert service, the merchant performance reporting service and the member alert to control high risk (merchant) system, to help iKhokha and the abovementioned institutions to identify merchants who are or may become involved in, amongst other things, fraud or suspected fraud, bankruptcy or any other similar proceedings, and any other such matter which would help iKhokha and these institutions in their effort to prevent fraud.

14 INSPECTIONS

14.1 iKhokha has the right to conduct physical inspections and investigations at Your premises or at any other place that iKhokha may consider relevant to the investigation while handling claims of Cardholders and when suspected fraud is investigated. If iKhokha suspects any irregularities during such investigations, iKhokha shall have the right to deactivate Your Edge Card Reader.

15 ACCOUNTS

15.1 You shall raise any query about the correctness or any other aspect of any entry on Your account within 30 days from the date on which such entry appeared on Your statement relating to Your current account.

16 BREACH

16.1 If a party commits a breach of any material provision of this agreement and does not remedy this breach within 14 days after receiving written notice from the other party asking it to do so, then the wronged party will have the right, without prejudice to its other rights in law, to cancel this agreement immediately or to claim specific performance of all the defaulting party's obligations whether or not these obligations have fallen due for performance, in either event without prejudice to the wronged party's right to claim damages.

17 RESOLUTION OF DISPUTES

17.1 If any dispute arises between the parties about the interpretation or application of the provisions of this agreement, this dispute will, unless the parties resolve it, be referred to and be settled by arbitration in terms of this clause.

17.2 Any party to this agreement may demand that a dispute be settled in terms of this clause by giving written notice to the other party.

17.3 This clause will not stop a party from obtaining urgent interim relief from a court of competent jurisdiction pending the decision of the arbitrator. The arbitration will be held:

17.3.1 in Pretoria;

17.3.2 with only the legal and other representatives of the parties to the dispute present;

17.3.3 according to the formalities and procedures decided on by the arbitrator, and may be held in an informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedures, pleadings and discovery or the strict rules of evidence, as the intention is that the arbitration will be held and completed as soon as possible; and

17.3.4 on the basis that the arbitrator will have the right to settle the dispute according to what he considers to be just and equitable in the circumstances.

17.4 The following arbitrators will be acceptable to both parties. If the matter in dispute is principally:

17.4.1 a legal matter, a practising attorney or advocate of Pretoria of at least 15 years standing;

17.4.2 an accounting matter, a practising chartered accountant of Pretoria of at least 15 years standing;

17.4.3 any other matter, any independent and suitably qualified person.

17.5 If the parties to the dispute do not agree on whether the dispute is principally a legal, accounting or other matter within 7 days after the arbitration was demanded, the matter will be regarded as a legal matter.

17.6 If the parties cannot agree on an arbitrator within 14 days after notice is given in terms of clause 17.2, the arbitrator will be appointed at the request of any party to the dispute by the chairman for the time being of the Pretoria Bar Council according to the provisions of clauses 17.3 and 17.4.

17.7 The arbitrator's decision will be final and binding on the parties to the dispute. The arbitrator's decision may be made an order of any court under whose jurisdiction the parties fall, at the instance of any of the parties to the dispute.

17.8 The arbitrator will have a right to make such award including, without limitation, an award for specific performance, an interdict, damages or a penalty or otherwise as he in his sole discretion may see fit and fitting. He may deal as he sees fit with the question of costs, including if applicable, costs on the attorney and client scale, and his own fees.

17.9 The provisions of this clause:

17.9.1 are an irrevocable consent by the parties to any proceedings in terms of this clause and no party will have the right to withdraw from this or claim at any such proceedings that it is not bound by such provision;

17.9.2 are severable from the rest of this agreement and will remain valid even if this agreement is ended or invalid.

18 DURATION

18.1 This agreement shall be valid from the date on which it was signed by the last party signing. It will remain valid for an indefinite period until one of the parties ends it by giving to the other party 30 days' written notice, subject to the provisions of clause 12.4.

19 GENERAL

19.1 By signing this document, you are agreeing that you have reviewed the above consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents

19.2 Unless this agreement states differently, no alteration of this agreement shall be of any force or effect unless all parties have agreed on and signed same, and no waiver by any party shall be of any force or effect unless such party has given such waiver in writing.

19.3 Any relaxation or indulgence or extension of time granted by iKhokha to You will not constitute a novation or waiver of any of iKhokha's rights against You.

19.4 If You have already entered into a merchant agreement with iKhokha, such agreement shall take precedence and prevail over this agreement if there is any conflict between the two agreements.

19.5 You may not cede (transfer), delegate or assign any of your rights or obligations under this agreement.

20 DOMICILIA AND NOTICE

20.1 The parties choose as their respective domicilia citandi et executandi (each a "domicilium") for all purposes, their respective addresses set out in clauses 1.1 and 1.2.

20.2 Any party may change its domicilium to any other physical address within the Republic of South Africa by giving written notice to that effect to the other.

20.3 Any notice given by one party to the other ("addressee") which:

20.3.1 is delivered by hand during normal business hours at the addressee's domicilium will be presumed to have been received by the addressee at the time of delivery;

20.3.2 is posted by prepaid registered post to the addressee's domicilium, will be presumed to have been received by the addressee on the 7th day after date of posting;

20.3.3 is faxed to the addressee's fax number will be presumed to have been received by the addressee on the date of transmission thereof

PAYMENT ACCEPTANCE: MERCHANT APPLICATION

Application for Registration

(Private and Confidential)

- The Completion of the application does not imply acceptance by iKhokha. Please note that iKhokha will complete a full credit survey based on the information supplied in this application.
- These enquiries can take up to 2 (two) working days to complete.

Merchant Type

Phone Type	VAT Registration No.
Website	Cell No.
Contact Name	Merchant Category Code
Email Address for merchant statements	FICA Checked
	<input type="checkbox"/> YES <input type="checkbox"/> NO

Merchant No.

Group ID

Merchant Class

Retail, forecourt, restaurant, Sasol, workshop, inhouse workshop, inhouse forecourt, medical retail or other (if other, please specify)

The Applicant

No. of outlets requiring card facilities.
if greater than 1, please complete "Additional outlets/Link to applications/Corporate application for each"

Trading Name of Applicant

Entity Type

Trading Address

Postcode

Business Banking Details

Name of Applicant's Business Bank

Account No.

Branch Code

Name of Account

Vetting

ITC

YES NO

Cheque Conduct

YES NO

Bank Report

YES NO

Experian

YES NO

Match

YES NO

The following cards can be accepted via your iKhokha Card Reader:

	YES	NO	Transaction Fee that will apply for each %
MasterCard credit cards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	2.75%
MasterCard debit cards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	2.75%
MasterCard Maestro	<input type="checkbox"/> YES	<input type="checkbox"/> NO	2.75%
MasterCard pre-paid	<input type="checkbox"/> YES	<input type="checkbox"/> NO	2.75%
Visa credit cards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	2.75%
Electron (Visa debit cards)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	2.75%
American Express cards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A
Diners Club cards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A

The following cards are not accepted via your iKhokha Card Reader:

	YES	NO	Transaction Fee that will apply for each %
Garage cards and Petro cards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A
Fleet	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A
RCS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A

The following cards are not accepted via your iKhokha Card Reader:

PCI DSS - Compliance

1. Emerge Mobile operates the iKhokha mobile Point of Sale (mPOS) payment solution which requires compliance with Payments Council International (PCI) and PCI Data Security Standards (DSS) regulations. It is a requirement of these standards that Emerge Mobile manages the ownership and use of the Edge card readers supplied to provide mPOS facilities.

It is therefore a term of registering for this facility that you agree to the following:

- 1.1 That you will not copy or store any customer card data in any form whatsoever
- 1.2 That you will under no circumstances tamper with or attempt to open an Edge Card Reader
- 1.3 That you will inspect the Edge Card Reader(s) from time to time and that if you detect any evidence of tampering with the device, you will immediately inform the iKhokha support center and furthermore that you will not attempt to tamper with or open an Edge Card Reader yourself
- 1.4 That you will ensure that you know the whereabouts of the Edge Card Reader(s) supplied to you at all times and that in the event of one being lost, you will immediately inform the iKhokha support center
- 1.5 That you will return all Edge Card Reader(s) in your possession to iKhokha for the deActivating should you wish to deregister as an iKhokha mPOS operator. Refunds will only be provided if deregistration occurs within 5 business days of activation

Personal Information Form - Business

2. ABOUT THIS FORM

2.1 This form is an addition to all other agreements between you and iKhokha. If there is a term in this form that is different from a term in another agreement that you have with iKhokha the terms of this form will apply.

- 2.2 If more than one person signs this form the word "I" will be read as "We".
- 2.3 The word "iKhokha" means Emerge Mobile (Pty) Ltd. Registration number 2012/067507/07 and includes all subsidiaries and associates of iKhokha.
- 2.4 The word "use" means any uses of or activities relating to personal information, including the collection, recording or its sharing within other entities within iKhokha

3. HOW IKHOKHA WILL USE YOUR PERSONAL INFORMATION

3.1 Any of iKhokha's operators or agents (including those who are based outside of South Africa) may use your personal information. This includes iKhokha's sub-contractors and their agents, professional advisers and any other similar third parties. These third parties will be bound to confidentiality agreements.

3.2 iKhokha may use and keep your information as long as necessary or allowed for any of the following purposes:

- 3.2.1 Legal and regulatory
 - 3.2.2 Crime prevention
 - 3.2.3 Credit risk management services
 - 3.2.4 Marketing (with your consent)
 - 3.2.5 Research (with your consent)
 - 3.2.6 Internal reporting and approval processes and policy requirements
- This includes when you are no longer a client of iKhokha.

3.3 For iKhokha to manage its risks, you accept that iKhokha may receive and provide your personal information, including information about how you conduct your accounts, to:

- 3.3.1 Credit risk management services (including credit bureau); and
- 3.3.2 Crime prevention agencies

4. IKHOKHA MUST CHECK YOUR INFORMATION

4.1 iKhokha must comply with national and international laws, regulations, policies, rules and requirements to prevent criminal activities, money laundering and terrorist financing, sanctions and prohibited business activity laws and rules and violations. iKhokha must therefore check all information from and about you and monitor and screen your information, instructions and transactions on an ongoing basis. This may cause some delays in transactions that you make or accounts you apply for. We may also have to end our relationship with you without warning.

4.2 iKhokha is not responsible for any losses or damages that you suffer because of these checks or by iKhokha ending the relationship. This includes any loss of profits or savings that you otherwise expected to make.

5. CONSENT TO THE USE OF YOUR PERSONAL INFORMATION

5.1 Marketing Consent

At times, iKhokha will want to tell you about products, services, special offers, and research that iKhokha believes may interest you. If you do not want us to contact you with this type of information, you must tell us by unsubscribing from the iKhokha e-mails:

- 5.1.1 This choice will replace any choices you have made before this date.
- 5.1.2 This choice does not limit iKhokha's right to contact you.
- 5.1.3 About the administration of any goods and services that we provide; or
- 5.1.4 In our dealings with you; or
- 5.1.5 In terms of our duties under any laws

5.2 Changing your marketing consent:

If, in future you do not want iKhokha to market directly to you, you can stop this by:

- 5.2.1 Contracting iKhokha's call centre.
- 5.2.2 Registering a block on any register which iKhokha legally must recognise.

5.3 iKhokha will not charge you a fee for a change in consent.

5.4 If you change your marketing choice, iKhokha will make these changes as soon as possible.

5.5 Upon receipt of your notification, it may take up to 30 (thirty) days for us to remove your information from iKhokha's marketing channels.