



RFDIGI

INTEGRATED IOT SOLUTIONS

Welcome to RFDIGI



OZOW

WE USE THE OZOW AS OUR PAYMENT PLATFORM OR YOU ARE WELCOME TO MAKE A DIRECT DEPOSIT

Terms & Conditions

Welcome to www.ozow.com. Your use of our Website is subject to these terms and conditions ("Website Terms"). You must read these Website Terms carefully before using this Website as your continued use of this Website will indicate that you have accepted them.

1. WHY DO WE HAVE THESE WEBSITE TERMS?

1.1. Whether you are a guest, an Ozow merchant or a consumer ("you" or "your"), these Website Terms (together with all documentation referred to in it) tell you the terms of use on which you may use the Ozow Proprietary Limited ("Ozow", "we", "our" or "us") website and/or any related applications which are accessible at www.ozow.com ("Website").

1.2. The use of our Website includes accessing, browsing, linking or downloading any information made available on our Website ("Content"), and using any of our services made available on our Website ("Services").

2. YOUR AGREEMENT WITH OZOW

2.1 Your access and continued use of our Website, Content or our Services means that you agree to enter into a legally binding contract with us as set out in these Website Terms.

2.2 These Website Terms may also refer to additional terms and conditions and Ozow policies, which may apply to you, and if applicable you will be made aware of same.

2.3 The Website is intended for persons who are at least 18 years or older and who have the legal capacity to enter into contracts in the Republic of South Africa. If you do not meet these requirements, you should immediately leave our Website.

2.4 We manage the collection, processing and storage of your personal information in accordance with Ozow's Privacy Policy and the Promotion of Access to Information Act, No. 2 of 2000 ("PAIA") Manual, both of which are available on Ozow's Website. By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes described in our Privacy Policy and PAIA Manual.

2.5 We may update our Website, Content, these Website Terms, our Privacy Policy and PAIA Manual from time to time. Each time you use the Website or our Services, it is your responsibility to review these Website Terms, our Privacy Policy and PAIA Manual in case of any such updates or amendments. If you do not agree to Ozow's updates, you must refrain from using the Website or our Services.

2.6 If you have any questions about these Website Terms, our Privacy Policy, our PAIA Manual or any documents incorporated by reference in these Website Terms, please contact us at support@ozow.com.

3. ACCESS TO OUR WEBSITE

3.1 You are responsible for obtaining and maintaining all facilities, services, products and equipment that may be required by you to maintain access or use to the Website and any of our Services. You are required to, at all times, provide your own hardware, software, modem and internet connectivity as well as electronic communications infrastructure.

3.2 We do not guarantee that our Website or the Content on it will always be accessible or always be uninterrupted. We will not be liable to you if, for any reason, our Website or the Services accessible on our Website are unavailable to you at any time or for any period.

4. ACCURACY OF CONTENT

4.1 Whilst we take all reasonable steps and precautions to ensure the accuracy of all of the Content we make available on our Website, the Content is not intended to, and does not, constitute professional advice or a replacement or substitute for professional advice.

4.2 You understand and agree that our Content may change from time to time. The Website may therefore not always contain the correct or current information, details and descriptions and to the extent permitted by law, we make no representations, warranties, or guarantees, whether express or implied, that our Content is accurate, complete or current.

5. HOW TO USE OUR WEBSITE OR OUR SERVICES

5.1 You may use our Website, Services or Content only for lawful purposes.

5.2 You may not use our Website, our Services or our Content:

5.2.1 in any way that is unlawful, improper, immoral or fraudulent or has such purpose or effect;

5.2.2 for the purposes of submitting false, inaccurate or misleading information on the Website or conducting yourself in a false, inaccurate or misleading fashion;

5.2.3 in any way that is threatening, stalking, defrauding, inciting, harassing or otherwise interfering with another person's use of the Website, our Services or any Ozow products or services;

5.2.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation;

5.2.5 to conduct keyword spamming or otherwise attempt to manipulate search results;

5.2.6 to create, host, or transmit any defamatory, offensive, or obscene material, or to engage in activities which would offend others on grounds of race, religion, creed, or sex;

5.2.7 to create, host, or transmit any material that threatens or encourages bodily harm or the destruction of property, or that would constitute a criminal offence or give rise to civil liability;

5.2.8 to solicit personal information from minors or to harm or threaten to cause harm to minors;

5.2.9 to run any robot, spider, site search or retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Website or any Content;

5.2.10 to transmit any computer viruses, worms, defects, trojan horses, time bombs, cancelbots or other computer programming routines or items of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;

5.2.11 to access, or attempt to access, the accounts of others;

5.2.12 to penetrate or attempt to penetrate our or a third party's security measures, computer software, hardware or systems;

5.2.13 to make excessive traffic demands;

5.2.14 to collect, or attempt to collect, personal information about third parties without their knowledge or consent, or to engage in "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other data; or

5.2.15 to conduct any activities which adversely affects the ability of other people or systems to use the Services or the internet generally.

5.3 You agree to comply with all local laws and regulations regarding online conduct and acceptable content. You also agree to comply with any applicable regulations regarding the export of any data from any country.

5.4 The list in paragraph 5.2 above only serves to provide examples and is not meant to be an exhaustive list of the types of unacceptable uses of the Website, the Services or Content that may result in the restriction, suspension, or termination of your use of the Website, our Content or our Services.

5.5 Any restrictions on the use of the Website or the Content shall also apply to any part of the Website or the Content which may be cached when using the Website or the Content.

5.6 Subject to the further provisions of these Website Terms, you are not permitted to (i) frame, modify, distribute, commercialise, exploit and/or alter the Website or the Content; (ii) incorporate any part of the Content in any other work or publication; and/or (iii) perform any other act which may not be considered fair use.

5.7 In addition, you shall not and shall not permit a third party to:

5.7.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Content ("the Software") or any files contained in or generated by the Software by any means whatever;

5.7.2 remove any product identification, copyright or other notices, from the Software or documentation;

5.7.3 lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your hardware; or

5.7.4 disseminate performance information or analysis of the Software from any source relating to the Software.

6. YOUR USE OF PUBLIC FORUMS

6.1 The Website may contain interactive services, including but not limited to social networking features, such as access to Ozow's YouTube, Facebook, Twitter and Instagram pages ("Public Forums"), which may permit you to post, transmit or submit information, including but not limited to writings, images, illustrations, audio and video recordings ("Postings").

6.2 Content, information, and materials posted by users to Public Forums (including Third Party Websites) are subject to the terms and conditions of such Public Forums and are not endorsed by us. The opinions expressed in Public Forums are not necessarily ours and any statements, advice, and opinions made by participants are those of such participants only. We shall not be held responsible for any statements, advice, opinions, other content or materials on Public Forums. You release us from all claims and liability of every kind and nature, arising out of or in any way connected with a dispute with another user of the Website.

6.3 We reserve the right to monitor Public Forums and to remove or alter any Postings that we consider, in our sole discretion, to constitute misuse of these Website Terms. We may restrict, suspend or terminate your use of these services or the Website where, in our sole discretion, we believe that there may have been such a misuse.

6.4 Any Postings you make will not be considered confidential or secret. You should not include any personally identifiable information about yourself or any other person in any Postings. We reserve the right to remove any Postings that contain personally identifiable information. We shall not be liable for the use or misuse of any information or data, including personal information, that you post on our Public Forums.

6.5 You represent and warrant that your Postings are original to you, do not infringe on another party's intellectual property rights, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory, or otherwise unlawful and that no other party has any rights thereto.

6.6 We may delete or destroy your Postings at any time.

7. YOUR USE OF THIRD PARTY WEBSITES

7.1 The Website, Content and Services may also contain links to access other third party websites ("Third Party Websites"). If you access any Third Party Websites, you will be subject to those Third Party Websites' terms and conditions and other policies. Any content, information, and materials on any Third Party Websites is not endorsed by Ozow.

7.2 Your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information provided on such Third Party Websites.

8. PROMOTIONAL COMPETITIONS OR OFFERS

8.1 Certain parts of the Website may contain competitions or promotions from Ozow or third parties. The terms and conditions for those competitions and promotions will be specified on the relevant part of the Website and/or a merchant's website from time to time.

8.2 By entering or participating in the relevant competition or promotion you agree to be bound by such terms and conditions. Notwithstanding any specific terms and conditions, we retain the right, at any time and without notice, to remove, alter or add to competitions or promotions on the Website and/or the merchant's website, without any liability to you.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All rights, including Intellectual Property Rights, in all material and content on the Website are owned or licensed by us.

9.2 You agree that you are permitted to use this material and/or content only as set forth in and to the extent permitted by these Website Terms. For purposes of these Website Terms, "Intellectual Property Rights" shall mean any patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, logos, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, scripts, graphics, photos, sounds, music, videos, interactive features and the like, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist anywhere in the world.

9.3 We reserve all rights, including all Intellectual Property Rights, not expressly granted herein to the Website and the Content we make available on or via the Website.

9.4 You agree to refrain from engaging in the use, copying, or distribution of any of the Content other than as expressly permitted by us, including any use, copying, or distribution of Content of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you are obliged to retain all copyright and other proprietary notices contained therein.

9.5 You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the Website or Content. All the rights of Ozow and its employees or agents are reserved in this regard.

9.6 Any copying, reproduction, modification, creation of derivative works from or redistribution of the Website and/or Content or any portion thereof is expressly prohibited.

10. INDEMNITY

10.1 To the extent permitted by law, you agree to defend, indemnify and hold us and our officers, affiliates, successors, assigns, directors, agents, service providers, suppliers, and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses, including but not limited to attorneys' fees, arising from:

10.1.1 your use of and access to the Website, Content and/or the Services;

10.1.2 your breach of any of these Website Terms;

10.1.3 your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property or privacy right; and/or

10.1.4 any claim that the Content caused damage to a third party.

10.2 This clause 10 will survive termination, modification or expiration of these Website Terms and your use of the Services, the Content and the Website.

11. LIMITATION OF LIABILITY

11.1 Subject to clause 11.2 below, neither us nor any of our agents, officers, affiliates, successors, assigns, directors, service providers, suppliers, employees or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Website or the Services or Content provided from and through the Website.

11.2 These Website Terms do not or do not purport to limit or exempt us from any liability including without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for, on our behalf or controlled by us, to the extent that the law does not permit such a limitation or exemption; and do not require you to assume risk or liability, to the extent that same is not permitted by law.

12. EXCLUSION OF WARRANTIES AND REPRESENTATIONS

12.1 To the extent permitted by law, Ozow makes no representation or warranty whatsoever, whether express, implied or statutory, regarding the Website or the Services, including, without limitation, no representation or warranty as to the operation, integrity, compatibility,

availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability, functionality or reliability of the Content.

13. GENERAL TERMS

13.1 These Website Terms and the relationship between you and Ozow shall be governed and construed in accordance with the law of the Republic of South Africa.

13.2 Except as expressly provided by Ozow on the Website, these Website Terms read with our Privacy Policy and PAIA Manual and any additional terms concluded specifically between yourself and Ozow, where applicable, constitute the entire agreement between you and Ozow with respect to the use of this Website, the Services and the Content.

13.3 The Website is not targeted at individuals under the age of 18 years and we will not knowingly collect information from persons in this age group.

13.4 Any disputes arising in connection with these Website Terms and our Services shall be subject to the exclusive jurisdiction of the courts located in Johannesburg, South Africa.

13.5 Please report any violations of the Website Terms (including the Privacy Policy, the PAIA Manual or any documents incorporated by reference) that you become aware of by contacting us at support@ozow.com and legal@ozow.com.

13.6 Any failure to exercise or enforce any right or provision of the Website Terms shall not constitute a waiver of such right or provision.

13.7 Save as otherwise provided, no provision of these Website Terms constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any party in favour of that person.

13.8 The termination of any contract created by these Website Terms will be without prejudice to any other rights or remedies under the Website Terms or at law, and will not affect any accrued rights or liabilities nor the coming into or continuance in force of any provision of these Website Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

13.9 If any term or condition contained in these Website Terms is declared invalid, the remaining terms and conditions will still remain valid and in full force and effect, unless expressly stated otherwise.

13.10 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Website Terms to any third party.

13.11 You may terminate these Website Terms at any time by ceasing to use the Website or the Content and destroying all materials received or downloaded from this Website.

13.12 If these Website Terms, or any contract governed by these Website Terms, or the Services provided and/or made available on the Website are regulated by or subject to the Consumer Protection Act 68 of 2008, as may be amended from time to time (the "Consumer Protection Act"), it is not intended that any provision of these Website Terms contravene any provision of the Consumer Protection Act. Therefore, all provisions of these Website Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are duly complied with.

13.13 For the purposes of the Electronic Communications and Transactions Act 25 of 2002,

Ozow's information is as follows:

- Full name: Ozow Proprietary Limited, a private company registration number 2013/214663/07.
- Main business: Automated secure online electronic funds transfer payment service provider.
- Office bearers: The list of office bearers can be found at www.ozow.com.
- Physical Address for legal notices: 30 Melrose Boulevard, Mezzanine Level Office MO213, Melrose Arch, 2196.
- Website: www.ozow.com.
- Official email address: info@ozow.com.
- Contact telephone number: ++27 11 054 4744.

The Ozow Privacy Policy and the PAIA Manual may be downloaded from www.ozow.com which should be read together with the above terms and conditions.