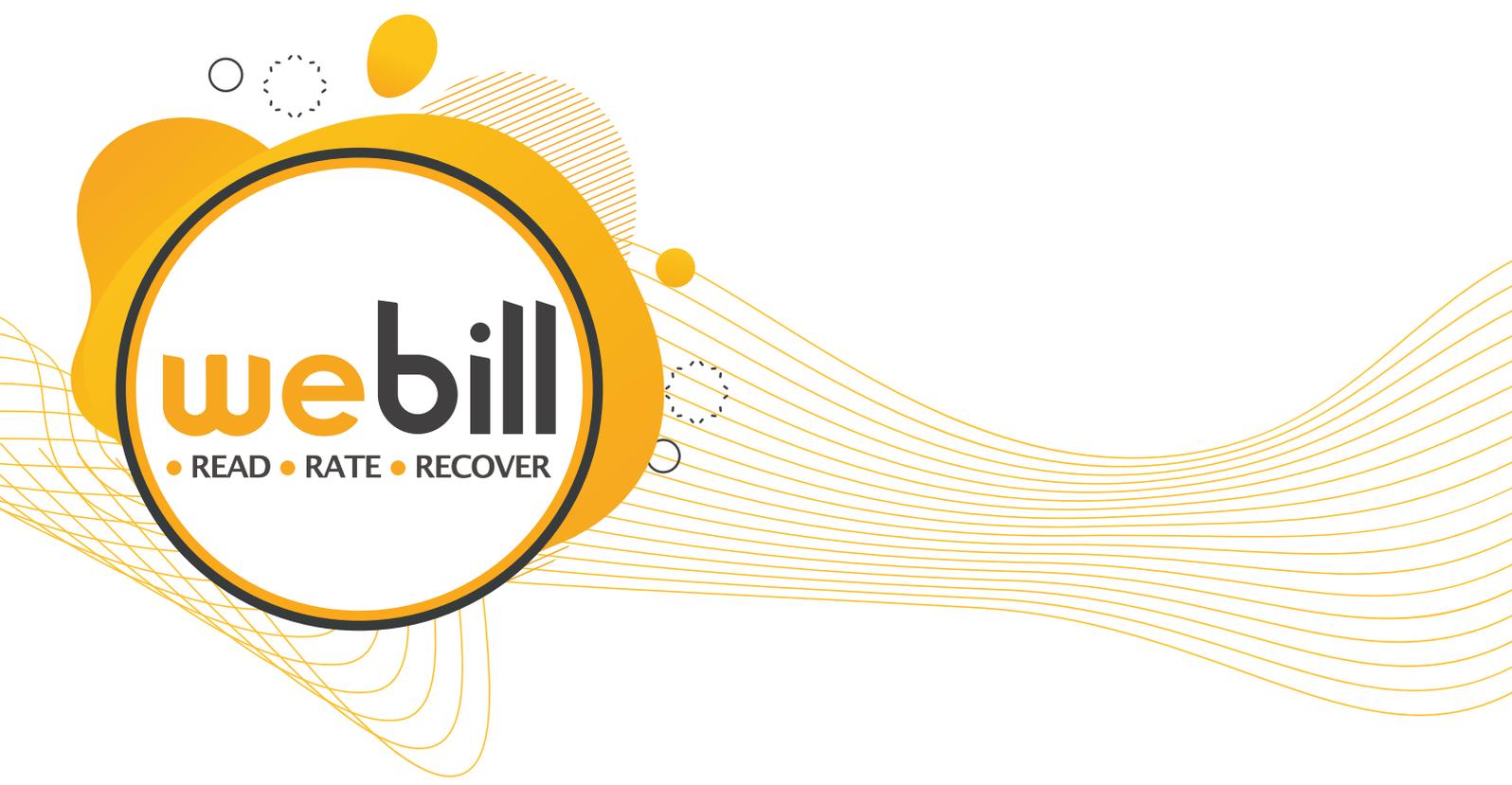


WALLET TERMS AND CONDITIONS



WEBILL CONSUMER WALLET TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 These Terms and Conditions ("**Terms**") apply to you and your use of the Wallet, and they are a binding legal agreement between you and us. **Please read these Terms carefully and pay special attention to the clauses in bold, as they may exclude or limit our liability (responsibility) to you.**
- 1.2 By making use of your Wallet, you agree to these Terms and warrant (promise) that you are older than 18 years and that you can enter into a legally binding agreement.
- 1.3 These Terms apply when you register for your Wallet and each and every time you load money into your Wallet or allocate Funds to a Meter.
- 1.4 These Terms apply in addition to our [Privacy Policy](#), [End-User License Agreement](#), and any other terms and conditions applicable to your use of the Wallet and WeBill App published on our website from time to time.

2. DEFINITIONS

In these Terms, the following words and expressions set out below shall have the following meanings.

- 2.1 "**Allocated Funds**" means Funds that have been allocated to a Meter.
- 2.2 "**Meter**" means a WeBill digital meter compatible with the WeBill App that measures your real-time consumption of the Utilities.
- 2.3 "**Funds**" means the stored value held in your Wallet that may be allocated to a Meter in order to purchase and access the Utilities.
- 2.4 "**Owner**" means any person or legal entity that purchased one or more Meters from WeBill, in respect of which your Wallet is being utilised. This could be, for example, the owner of the property you are leasing that installed the Meter on the property you live or work in.
- 2.5 "**Personal Information**" means information about an identifiable natural or, where applicable, juristic person, including information about race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, email, postal or physical address, telephone number; location; any online identifier; any other particular assignment to the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 2.6 "**Processing**" means any operation or activity, automated or not, in respect of Personal Information, including alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or use. **Process** and **Processed** will have a similar meaning.
- 2.7 "**Prohibited Activity**" means any activity that does not comply with these Terms and/or any applicable laws, including but not limited to money laundering, bribery, tax evasion, corruption and fraud, as well as any actions or payments that improperly advantage any person.
- 2.8 "**Usage Fees**" means the fees and charges payable by you in respect of your usage and/or consumption of Utilities over a pre-determined period, calculated according to the tariffs set and updated from time to time by the Owner.
- 2.9 "**Utilities**" means the utilities made available for purchase on the WeBill App from time to time and supplied to you through a Meter.
- 2.10 "**Wallet**" means the WeBill digital wallet that can be accessed through the WeBill App.
- 2.11 "**WeBill**", "**we**", "**us**", or "**our**" means WeBill Proprietary Limited (Registration Number 2016/538436/07).
- 2.12 "**WeBill App**" means the WeBill mobile application downloadable from the Apple Store, or the Google Play Store or the Huawei App Store through which you access and use your Wallet and/or manage your Meter or any other App Store where the WeBill App may be hosted from time to time, as updated and amended from time to time.

2.13 “Website” means www.webill.net.

2.14 “you” or “your” means the person who registers for the Wallet on the WeBill App.

3. REGISTERING FOR YOUR WALLET

3.1 You can register for the Wallet through the WeBill App. During the registration process you will be asked to provide us with your Personal Information. You consent to us using this information for the purposes of complying with our obligations to you in respect of the WeBill App and any related services. We will also ask you to choose a username and password to access your Wallet.

3.2 You will only have access to your Wallet once we have approved your registration.

3.3 You can only register for one Wallet per registered account. Once your Wallet is approved, you can use the Wallet to allocate Funds to one or more Meters.

3.4 You agree that you have satisfied yourself prior to accepting these Terms that the WeBill App and these Terms, the functionality contained in and the services available from and through the WeBill App will meet your individual requirements and be compatible with your hardware and/or software used to accept it. **WeBill will not be responsible for any compatibility issues whatsoever experienced by you.**

4. LOADING MONEY ONTO YOUR WALLET

4.1 You can load money into your Wallet by –

4.1.1 using your credit or debit card through the WeBill App,

4.1.2 by making an electronic Funds transfer (EFT) to WeBill’s bank account as displayed on the WeBill App, or

4.1.3 using any ATM within the Republic of South Africa only; or

4.1.4 in any other way we may determine and notify you of from time to time.

4.2 If you load money into your Wallet using your credit or debit card, any switching fees or other applicable bank transaction charges will be for your own account.

4.3 If you load money into your Wallet using your credit or debit card, you warrant that you are authorised to make such deposits with the relevant credit or debit card and that there are sufficient funds available on the card(s).

4.4 If you load an amount into your Wallet by way of an EFT that is less than **R300.00** (Three Hundred Rand) or such other minimum that we may communicate to you on the WeBill App from time to time, you may be charged bank transaction fees. Such fees will be automatically deducted from the balance in your Wallet. Please note that such fees will not be repaid or refunded to you once monies in excess of R300.00 (Three Hundred Rand) have been loaded into your Wallet.

4.5 If you load money into your Wallet by way of an ATM, please be aware that you may become liable for all cash-handling and/or internal fees charged by the Bank to WeBill. These cash handling and/or internal fees will be debited by WeBill from the available funds in your Wallet once WeBill is notified of these cash handling and/or internal charges (regardless of day of the month on which these charges become known to WeBill). Should your Wallet not contain sufficient funds to settle payment of these charges, it will be deducted when further deposits are made into your Wallet, alternatively, WeBill may deduct the balance of the aggregate sum of cash-handling charges and/or internal charges charged to WeBill and not yet recovered from you, from your Wallet at the end of each calendar month. WeBill will provide you with an invoice on the last day of each calendar month, which will depict all the cash-handling and/or internal charged by the Bank to WeBill for that specific month. You will be allowed to request the necessary supporting documentation from WeBill in respect of these charges using the WeBill App.

5. ALLOCATING FUNDS FROM YOUR WALLET TO A METER

5.1 Once you have loaded money into your Wallet, you will be able to allocate the money stored in your Wallet to one or more Meters using the WeBill App.

5.2 The minimum amount of Funds that may be allocated from your Wallet onto a particular Meter in order for you to access the Utilities may be set and changed from time to time by the Owner (the “**Minimum Amount**”).

5.3 **We are not responsible for any losses you or anyone else may suffer as a result of a Minimum Amount on a particular Meter being set or changed by the Owner. If you have a query or dispute about the Minimum Amount, you must settle it directly with the Owner.**

5.4 You can only use your Wallet to allocate Funds to Meters.

5.5 You must not use your Wallet or the WeBill App for any Prohibited Activities or anything that breaches any applicable law or these Terms. You will be responsible for any illegal transactions that you make.

5.6 Standard data costs will be charged when you transact through your Wallet. These costs are charged by your network services operator or mobile-network operator. Any questions related to your data costs must be directed to your network services operator or mobile-network operator.

6. OPERATION OF METERS

- 6.1 After you have allocated Funds from your Wallet to a Meter, the Usage Fees will be deducted from the Allocated Funds every hour or half-hour based on your real-time usage of the Utilities, as measured by the relevant Meter and according to the tariffs set and updated from time to time by the Owner.
- 6.2 **We are not responsible for the tariffs set on a Meter by the Owner. If you have a query or dispute about the tariffs, you must direct it to and resolve it directly with the Owner.**
- 6.3 If the Allocated Funds on a Meter reach R0 (Zero Rand) or fall below the Minimum Amount, whichever is the higher, such Meter is programmed to automatically switch off the Utilities and you hereby consent to this **and agree that you will hold us harmless against any claims, expenses or costs that you may incur, either directly or indirectly, as a result of such disconnection in terms of this clause.**
- 6.4 In order to switch the Utilities back on, you will need to allocate more Funds to the Meter from your Wallet so that the balance displayed on the Meter is increased above R 0 (Zero Rand) or above the Minimum Balance, whichever is higher.
- 6.5 You can view your real-time usage of the Utilities, applicable charges, transaction history and balance remaining in your Wallet and each Meter on the WeBill App. **If you have any queries or disputes regarding the supply and your consumption of the Utilities through a specific Meter, you will need to contact the Owner of that Meter directly. We will not be able to assist you with these queries or disputes nor are we responsible or liable for any claim you may have in this regard.**
- 6.6 You may, however, contact WeBill if you have any queries regarding money loaded into your Wallet or refund requests you have submitted in accordance with clause 8.3 below.
- 6.7 If Utilities have been supplied and used by you and, for whatever reason, you have not made payment for your use of such Utilities, you will remain liable for payment in respect thereof, and you hereby consent and agree to WeBill and/or the Owner taking the necessary steps against you to recover such payment.

7. CHARGEBACKS AND FRAUDULENT ACTIVITIES

7.1 If:

- 7.1.1 you have reversed a payment processed on your debit or credit card, cancelled an EFT or otherwise caused a chargeback to occur in respect of money loaded into your Wallet and subsequently allocated to a Meter ("**Chargeback**"), or
- 7.1.2 you have made use of the Meters, Utilities or your Wallet in a fraudulent manner, ("**Fraudulent Activities**")

you will be liable to WeBill for the full amount charged for the supply and your usage of the Utilities that can be traced to the Chargeback and/or Fraudulent Activities, together with any and all penalties, cancellation charges or other similar payments that may be incurred by us as a result of the Chargeback and/or Fraudulent Activities (the "**Outstanding Amount**").

- 7.2 The Outstanding Amount will also attract interest **in accordance with the Prescribed Rate of Interest Act, 55 of 1975, and will be** compounded daily from the date on which the amount became due and payable until the outstanding amount has been settled in full. You hereby indemnify us and hold us harmless from and against any loss or damages that we may suffer as a result of a Chargeback or Fraudulent Activities, including but not limited to any and all amounts charged for the supply of Utilities prior to the Chargeback or Fraudulent Activities.

8. REFUNDS

- 8.1 **Once Funds have been allocated to a Meter, such Allocated Funds are outside of WeBill's control. Allocated Funds and Meters are directly under the Owner's control and all queries, requests or disputes you may have in this regard must be resolved between you and the Owner directly. We are not responsible for the transfer or refunding of any Allocated Funds, nor are we responsible or liable for any claim you may have in this regard.**
- 8.2 If you have allocated Funds to a Meter and you no longer need to use the Meter, either because you have vacated the premises where the Meter is installed or no longer own or use the premises where the Meter is installed, you must contact the Owner directly. The Owner may then, at the Owner's discretion, allocate the balance of any unused Allocated Funds back into your Wallet.
- 8.3 You can obtain a refund for any money remaining in your Wallet (which have not been allocated to a Meter) by downloading, completing and signing a Refund Request form available at [Policies – WeBill \(https://www.webill.net/policies/\)](https://www.webill.net/policies/) and returning it to us at the designated email address which appears on the bottom of the Refund Request form. The purpose of this Refund Request form will be for you to confirm that all transactions made by you regarding your use of your Wallet, Meter(s) and Utilities involved no Fraudulent Activities and that you have no intention of causing or instituting a Chargeback,

and agreeing to such other terms and conditions as may be required by us for the purposes of processing such refund.

9. OWNERS

- 9.1 Under these Terms, we are only acting as a payment services facilitator in respect of the supply and your usage of the Utilities. Our contractual relationship with you is therefore only in relation to your use of your Wallet and the allocation of Funds to one or more Meters. **We have no obligation or responsibility to you for the supply of or any interruption associated with the supply of any Utilities.**
- 9.2 Any agreement you have with an Owner regarding the supply and/or your use of the Utilities (including applicable tariffs and Minimum Amounts) will be directly between yourself and the Owner.
- 9.3 You must review any terms and conditions provided to you by an Owner which may apply in addition to these Terms and to your use of a Meter. **We are not responsible for any loss you may suffer because of something an Owner has or has not done.**

10. USING AND SHARING YOUR PERSONAL INFORMATION

- 10.1 You give consent for us to collect your Personal Information from you for the purposes set out below.
- 10.2 You confirm that, if you give us Personal Information about or on behalf of other persons (including account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised:
- 10.2.1 to give us their Personal Information.
 - 10.2.2 to receive any privacy notices on their behalf.
- 10.3 You give consent for us to Process your Personal Information for the following purposes and in the following ways:
- 10.3.1 To provide products and services to you in terms of these Terms.
 - 10.3.2 To carry out statistical and other types of analyses to identify potential markets and trends, and to evaluate and improve our business (this includes improving existing products and services and developing new ones).
 - 10.3.3 By sharing your Personal Information with our third-party service providers locally and outside of the country where the products or services are provided. (We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to provide their services.)
- 10.4 You will find our Processing practices in our [Privacy Policy](#) available on our website or on request.
- 10.5 We reserve the right to suspend access to your Wallet or the WeBill App should we determine or suspect, in our sole discretion, that you have not or aren't using the Wallet or the WeBill App in compliance with these Terms or if we believe that you have provided or provide falsified, inaccurate or incomplete personal information.

11. DISCLAIMERS

- 11.1 Your use of the Wallet is at your own risk. We will not be held liable:
- 11.1.1 for any circumstances beyond our control or for indirect damages, no matter how they are caused.
 - 11.1.2 should you lose, accidentally disclose or fail to keep your Wallet information secret and safe.
 - 11.1.3 if the money in your Wallet is accessed by a third party.
 - 11.1.4 if the Funds are accessed by a third party.
 - 11.1.5 for any service delivery failure or outages in respect of the Utilities (for example, loadshedding, sabotage of power stations, an event that can be classified as force majeure or something which is beyond our reasonable control, water restrictions, etc.)
 - 11.1.6 if your use of the Utilities is restricted or prevented in any way by the Owner or by any other third party.
 - 11.1.7 If you did not fulfil your obligations under these Terms.
- 11.2 We do not guarantee that the WeBill App or Wallet functionality will always be available or fault-free, secure, accurate, uninterrupted, or free from any viruses or harmful components.

11.3 Our liability for any direct loss or damage (including but not limited to delay, non-delivery or non-payment of money) no matter how it is caused, will be limited to the amount of money loaded into your Wallet at the time such loss or damage occurred.

12. SUSPENDING (AND REINSTATING) YOUR ACCESS TO YOUR WALLET OR YOUR CARD

12.1 We may suspend your access to your Wallet at any time, including in cases where:

- 12.1.1 you ask us to do it (for example, if you suspect that someone knows your Wallet information).
- 12.1.2 you enter your login details (username and password) to access your Wallet incorrectly three times in a row. If you enter your login details incorrectly three times in a row, your Wallet will be suspended (paused), and you will not be able to use your Wallet. Your Wallet will only be unsuspended (restarted) once you have reset your login details. If you asked us to suspend access or if you entered your Wallet login details incorrectly, you must reset your login details by following the instructions provided on the WeBill App.
- 12.1.3 the Terms permit us to do this.
 - 12.1.4 we suspect that you have breached (gone against) the Terms.
 - 12.1.5 we suspect fraud or suspect that you are using the Wallet for Prohibited Activities.
 - 12.1.6 your Personal Information, which you must give to us, is not up to date.
 - 12.1.7 we suspect that we are exposed to risk through your use of the Wallet.
 - 12.1.8 we are required to do so by law, any regulatory authority, payment scheme or sanctioning body or ordered by a court.

12.2 Should we suspend (block) your Wallet because of the above, the Wallet may only be reactivated again if you have corrected the breach (where possible) when you were told to do so.

13. ENDING THE RELATIONSHIP BETWEEN YOU AND US

13.1 You may stop using your Wallet at any time. If you do not wish to use it anymore, this does not stop you from continuing to use the WeBill App, but you may no longer be able to allocate Funds to a Meter.

13.2 We may end our relationship with you in respect of your Wallet at any time, including in cases where:

- 13.2.1 we have asked you to correct your breach of these Terms (if possible) and you have not done so, or you have not done so in time.
- 13.2.2 we suspect that we are exposed to risk through your use of your Wallet.
- 13.2.3 we believe or suspect you are using the Wallet wrongly or unlawfully (illegally) or for any Prohibited Activity.
- 13.2.4 it is necessary to protect WeBill, our clients, our systems or any receiver.
- 13.2.5 we are required to do so by law, any regulatory authority, a payment scheme or a sanctioning body or ordered by a court.

13.3 If our relationship with you ends, you will no longer have access to your Wallet, and you must stop using your Wallet. We will tell you if this also ends our relationship with you in respect of the WeBill App.

13.4 If we decide to end our relationship with you, and if the law allows it, you have a right to a refund of the remaining money in your Wallet. We will let you know at the time what you must do to get this refund.

14. WARRANTIES

14.1 You warrant (promise) that you:

- 14.1.1 are legally capable of entering into binding contracts and that you are at least 18 years of age. We will not be held liable for any transaction concluded with a minor,
- 14.1.2 will not use the Wallet or Meters for any Prohibited Activity,
- 14.1.3 have provided us with the correct and complete information,
- 14.1.4 have read and understood these Terms before making use of your Wallet.

14.2 If we know or suspect that you are in breach of this clause or that you are about to breach this clause, we can immediately, at our discretion:

- 14.2.1 cancel or suspend your access to your Wallet; and/or

14.2.2 cancel these Terms; and/or

14.2.3 take legal action in respect of the breach and/or claim damages from you.

14.3 **We will not be held liable to you for any loss or damages you suffer if we cancel these Terms.**

15. CHANGES TO THESE TERMS

15.1 We may change these Terms. We will tell you about such changes through the WeBill App or our Website.

15.2 The latest version of these Terms applies to you each time you use your Wallet. By continuing to use your Wallet, you agree to the updated Terms.

15.3 If you do not agree with these changes, you must not use your Wallet anymore.

15.4 **Changes we make to these Terms do not constitute a cancellation of the Terms and you cannot change any of these Terms.**

16. WHERE LEGAL DOCUMENTS AND NOTICES WILL BE SENT

16.1 We choose the following address for the service or delivery of any legal documents (our *domicilium citandi et executandi*):

147 North Reef Road
Bedfordview
Johannesburg
1401

16.2 You choose the address that you gave us when you registered for your Wallet as the address where any legal documents or notices may be served or delivered to you (your *domicilium citandi et executandi*) and which may not be a post box.

16.3 We may send other written communication or notice to your street, postal or email address.

16.4 Any legal document or notice to be served in legal proceedings must be written on paper. Sections 11 and 12 of the Electronic Communications and Transactions Act 25 of 2002 do not apply to these documents or notices.

17. GENERAL PROVISIONS

17.1 Headings in these Terms are for information only and must not be used to interpret the Terms.

17.2 South African time applies when any dates or times are worked out.

17.3 No extension of time or other allowance we may give you will affect any of our rights, whether the extension or allowance is expressly stated or implied. We do not waive (give up) any of our rights.

17.4 If any of the clauses in these Terms are invalid or illegal or cannot be enforced, the other clauses will still be valid.

17.5 You cannot cede or delegate (transfer to another person) any of your rights or obligations under these Terms without our prior written consent.

17.6 We are entitled to cede any of our rights and/or delegate any of our obligations to any person or party.

17.7 These Terms, including any and all terms and policies incorporated herein, (which will be subject to change from time to time) constitute the sole agreement between ourselves in respect of the subject matter of these Terms. WeBill will not be bound by any express or implied term, undertaking, representation, warranty, promise or the like which is not recorded in these Terms

17.8 These Terms are subject to the Consumer Protection Act, No. 68 of 2008 in respect of all services rendered to you, to the extent that you are a "consumer" as defined in such Act.

17.9 If you access the Webill App or Wallet from locations outside of South Africa, you will remain responsible for complying with all local laws.

17.10 South African law will govern these Terms.

18. QUERIES AND COMPLAINTS

18.1 If you have a question or complaint about the WeBill App, your Wallet, or these Terms, you can contact us by email at legal@webill.net or through our website at webill.net.

18.2 **If you have any questions or complaints about your operation of the Meter or your usage of the Utilities, you must contact the Owner directly.**