

WAYJA SA

CONFIDENTIAL

TERMS & CONDITIONS



WAYJA

MARCH 2023



Terms & Conditions

1. Introduction

Wayja is a social peer-to-peer betting platform that allows you to bet against your friends and other users on absolutely anything.

- 1.1 The Company is not a bookmaker.
- 1.2 The Company does not accept, create, or stake money or anything of value, on fixed odds bets, and/or any open bet from any User or Social Group.
- 1.3 The Company provides an online digital platform to administrate informal bets.
- 1.4 The service fees paid to the Company is to gain access to the online digital platform administration informal bets.
- 1.5 The service fee is in no way or manner associated with the outcome of any informal bet or wager.
- 1.6 The Company derives no fee or gain, or loss based on the outcome of any informal bet or wager.
- 1.7 The Company is not a credit provider and does not in any circumstances provide any credit to any User or Social Groups.
- 1.8 The Company does not provide any financial or tax advice.
- 1.9 The Company does not provide an interactive gambling service to its Users.

2. Definitions

- 2.1 "**Access codes**" means any of your secret numbers used to access the Company's Online Digital Platforms (App, website, or online portal), including the Users personal identification number (PIN), biometric PIN equivalent, phone number, email address, password, username, or App digital identity code.
- 2.2 "**Affiliate**" means, in relation to the Company, any person directly or indirectly controlling, controlled by or under its common control or supervision.
- 2.3 "**App**" means the application software that is provided by the Company that may be installed or downloaded from an online application store on a compatible device for the purpose of providing the Service.
- 2.4 "**App store**" means the Device's application store provided by Apple, Google, or Huawei, as is applicable to the User, from which the User downloads the App.
- 2.5 "**Applicable laws**" means whenever updated:
 - all laws, ordinances, constitutions, regulations, statutes, treaties, or by-laws;
 - policies, directives, rules, or other instructions of any relevant regulatory authority;
 - any instrument having the force of law;
 - the common law, judgement, order, or decree,as all connected to the User and the Company's obligations under these Terms and Conditions governed by, and interpreted in accordance with the laws of Republic of South Africa.

- 2.6 **"Cookie"** also known as browser cookies or tracking cookies, means small, often encrypted text files, located in browser directories. They are used by web developers to help Users navigate websites efficiently and perform certain functions. Please review Our Privacy and Cookie Policy.
- 2.7 **"Corruption"** means bribery or misappropriation of property in terms of Global Anti-Corruption Sanctions Regulations 2021.
- 2.8 **"Device"** means any electronic equipment that sends, receives, or processes electronic data including but not limited to any mobile phones, desktops, laptop computers or tablets which are connected to the Company's Online Digital Platforms.
- 2.9 **"eWallet"** means the digital wallet that contains any credit due to a User, which can be accessed from within the Company's Online Digital Platforms.
- 2.10 **"Intellectual Property"** means all intellectual property, whether registered or not, including but not limited to:
- trade names, logos, patents, inventions, goodwill, trademarks, know-how, designs, copyright;
 - source codes, trade secrets, concepts, ideas, methods, specifications.
- 2.11 **"Intellectual Property Rights"** means all rights in and to Intellectual Property.
- 2.12 **"Merchant"** means the purchase of goods or services from a third-party natural person or legal entity registered and approved on the Company's Online Digital Platforms.
- 2.13 **"Online Digital Platforms"** means the Company's online digital platforms including but not limited to the App, websites, and online portals.
- 2.14 **"Personal Information"** means Information about the user as an identifiable natural or juristic person, including but not limited to, identity, contact, financial, technical and marketing data. Wayja is committed to protecting and respecting the Users privacy and complies with all applicable data protection and privacy laws. Please review Our Privacy and Cookie Policy;
- 2.15 **"Profile"** means the digital identity the User creates when registering on the Online Digital Platforms. The User will get a digital identity code for the secure login process.
- 2.16 **"Prohibited Activity"** means using Wayja's Online Digital Platforms for illegal purposes, such as fraud, collusion, cheating, misleading, misrepresentative of information and/or of identity.
- 2.17 **"Purchase"** means the purchase of goods or services from a Merchant on the Online Digital Platforms.
- 2.18 **"Service"** means the online digital platform offered by the Company to administrate informal bets and payments.
- 2.19 **"Social Group"** means a group of Users on the Online Digital Platforms;
- 2.20 **"The Company"** means Wayja Proprietary Limited, including its affiliates, a company registered in accordance with the laws of the Republic of South Africa, with registration number 2014/137367/07.



- 2.21 **“Terms”** means the terms and conditions set out in this document;
- 2.22 **“Transaction or transact”** means any actions that is executed on the Users behalf using the using the Online Digital Platforms;
- 2.23 **“User”** means a natural person or legal entity who registered on the Online Digital Platforms;
- 2.24 **“Website”** means all the websites operated by Wayja, <https://www.wayja.me>, <https://www.letswayja.com>.
- 2.25 **“You or your”** means User as defined in point 2.23 above.
- 2.26 In this Agreement, unless inconsistent with the context, words referring to:
- the singular includes a reference to the plural and vice versa; and
 - natural persons includes a reference to juristic persons and vice versa.
- 2.27 The Company is committed to valuing and validating the gender identity and expression of Users. Gender identity refers to an individual’s internal sense of gender, regardless of the sex assigned to them at birth or the sex designation on their legal documents.

3. Overview

- 3.1 The Terms constitute a binding contract between the User and the Company (“the Agreement”) and govern the use of the Service offered by the Company, but in no way regulates the relationship between the User and other Users and/or creates any rights and/or obligations between the User and any other Users.
- 3.2 Any amendments and updates to the Terms will be posted on the Online Digital Platforms and where possible, Users will be notified of such changes.
- 3.3 It is the Users’ responsibility to ensure that they are fully acquainted and familiar with the Terms of the Service, and by using the Service the User agrees to be bound to this Agreement and to any other Terms of use applicable from time to time.
- 3.4 Should the User have any query regarding the Terms or require clarification or assistance, kindly email the request to info@wayja.me.

4. The User

The User acknowledges, accepts, and agrees that by opening an account and using the Service provided by the Company:

- 4.1 The User is of legal age of 18 years or older.
- 4.2 The User is of legal age of 18 years or older. The User doesn’t derive a significant portion of their livelihoods from betting and gambling. That the use of the Online Digital Platforms is at the User’s sole discretion and risk. That any violation to the terms and conditions are strictly prohibited. The use of the Service is for informal bets and wagers. The Users agree that the Company is entitled to monitor the User’s account. The User is not involved in any Prohibited Activity or Corruption.
- 4.3 The User doesn’t derive a significant portion of their livelihoods from betting and gambling.



- 4.4 That the use of the Online Digital Platforms is at the User's sole discretion and risk.
- 4.5 That any violation to the terms and conditions are strictly prohibited.
- 4.6 The use of the Service is for informal bets and wagers.
- 4.7 The User is not involved in any Prohibited Activity or Corruption.
- 4.8 The User will comply with all laws, statutes, and regulations in relation to the use of the Service.
The User may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, disturbing, pornographic, or sexually suggestive photos or other content via the Service.
- 4.9
4.10 User may not use the Services for any political or religious purpose.
- 4.11 The User may not use the Service to defame, stalk, bully, harass, threaten, impersonate or intimidate other Users.
- 4.12 The User may not use the Service to post private or confidential information.
The user must not attempt to restrict another user from using or enjoying the Service and the user may not encourage or facilitate violations of these Terms and Conditions.
- 4.13 The user must not interfere with or disrupt the Service or servers, or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- 4.14
4.15 The User must not create accounts through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
The Users agree that the Company is entitled to monitor the User's account.

5. Registering a new account

- 5.1 To use the Service, the User must register by following the prompts displayed on the Online Digital Platforms.
- 5.2 During the registration process, the User may be required to enter the following details:
- Full name;
 - Date of birth;
 - ID Number;
 - Email address;
 - Mobile number;
 - Billing address details;
 - Credit card details;
 - Bank account details.
- 5.3 In the event where the Users registration information is inaccurate or incomplete, the User will be required to update such information upon request.
- 5.4 A User may only register and operate a single account.
- 5.5 The Company reserves the right to suspend duplicate accounts.
- 5.6 The Users data is used and protected as described in the Wayja Privacy and Cookie Policy.



6. FICA Requirements

- 6.1 In so far as the Company may be an accountable institution it operates in compliance with the requirements of the Financial Intelligence Centre Act 2001 ("FICA") which sets out, inter alia, requirements in relation to identifying all customers.
- Verifying all customer information gathered in the registration and identification process;
 - Keeping records of all information and documentation;
 - Cash Threshold Reporting;
 - Suspicious and unusual transactions reporting.
- 6.2 The following supporting documentation is mandatory and must be submitted to "fica@wayja.me":
- A copy of Customer's identity document (SA ID card or a valid unexpired passport);
 - Proof of residence not older than 3 months (utility bill, municipal rates and taxes, Telkom bill or retail statement).
- 6.3 The Company will operate in accordance with the requirements of FICA and its associated regulations. Where FICA does not specify such aforementioned procedures, the Company reserves the right to implement its own procedures and/or limits (subject always to any applicable legislation and/or regulations) in accordance with good corporate governance.
- 6.4 For further information on FICA please log on to www.fic.gov.za.
- 6.5 The Company reserves the right to suspend any account that has not met FICA requirements and no withdrawals whatsoever shall be processed if a client is not FICA compliant.
- 6.6 In accordance with the above procedures, the Company reserves the right to submit all provided personal information to a 3rd-party verification and or credit agencies. The purpose of 3rd-party consultation is to confirm customer personal details and information.
- 6.7 The Customers agree to their information being shared through API-integration with the outlined 3rd-party for the purpose of establishing this required information.

7. Safe Gambling

- 7.1 Wayja fully supports and is committed to safer gambling and promotes gambling awareness.
- 7.2 The Wayja platform was developed to bring back the social attributes of social betting.
- 7.3 Wayja offers its Users a fun, friendly experience on its online platform, whilst recognising that gambling can cause problems for a minority of Users.
- 7.4 To prevent persons under 18 from accessing our Online Digital Platforms, Wayja recommends including the use of filtering and blocking software such as <http://www.netnanny.com> on mobiles, tablets and computers.



8. Transaction through the Online Digital Platforms

- 8.1 The User should only use the Online Digital Platforms on a device for which it is intended.
- 8.2 The Company will act on instructions that have been sent by the User.
- 8.3 The User must ensure that all Transaction information is correct. Once submitted, the Transaction cannot be reversed.
- 8.4 The Company is not responsible for any loss you suffer if you enter the incorrect details.
- 8.5 The Company will process the Users' Transactions in real time.

9. Passwords and security

- 9.1 The account registration process will use usernames and passwords for account security purposes.
- 9.2 The User must keep this information secret. Any actions carried out through the account will stand if the username and password have been entered correctly.
- 9.3 Should any User give away, share, or lose his/her account number and/or password, the Company will not be held liable for any claims that may result from, or regarding that account.
- 9.4 The User is solely responsible for their account transactions and should keep their account information strictly confidential.
- 9.5 The User shall select a secret PIN number. The User agrees not to disclose and/or physically and/or digitally to record or reproduce this PIN number. Any flow of funds shall require the input of the Users PIN number. By inputting this PIN number, the User hereby acknowledges that they are freely, voluntarily and without any legal obligation to do so, consenting to the Company, and the flow of funds thereafter.
- 9.6 If the Users Device is lost or stolen, or is no longer in the Users possession, the User must immediately contact the Company at info@wayja.me, to delete or lock the Users Profile.
- 9.7 The Company is committed to providing secure Services. Only our authorised employees or agents have access to information related to the Online Digital Platforms.



10. Technical interruptions

- 10.1 To ensure that users are treated fairly in the event of a technical interruption the following policy will be in place:
- Where an interruption occurred after the user has entered this pin code as acceptance of the bet, the bet will stand as entered into.
 - Where an interruption occurred before the user entered this pin code as acceptance to the bet and funds have been deducted off the users eWallet, the funds will be returned, and the bet would be considered cancelled.
- 10.2 The user should refer to paragraph 16. “Dispute Resolution” for further information on any disputes.

11. Accuracy

- 11.1 The User is required to keep registration details up to date at all times. If the User changes their address, email, phone number or any other contact details or personal information, the User must update their account information.

12. Closing, suspending, and refusing accounts

- 12.1 The User has the right to close their account at any time. The User must notify the Company at info@wayja.me to close the account. The Company will use all reasonable efforts to close the Users account and refund the User the balance of the User’s eWallet within 10 business days from receiving the notification.
- 12.2 The User may also request this account to be closed at any time, should the User feel gambling is becoming problematic. The User may request to close this account via email at info@wayja.me.
- 12.3 Wayja regularly reviews its Users transaction and activities on the Online Digital Platforms to promote safer gambling. Should Wayja have reason to believe that gambling may not be safe and harm a User, Wayja reserves the right, at its sole discretion, to suspend the Users account with immediate effect. Upon suspension of the Users account, any remaining funds will be returned to the User.
- 12.4 If Wayja has reason to believe a User is engaged in any Prohibited Activity or Corruption, Wayja will suspend the Users account without notification. The User’s account will remain suspended until a full investigation has been made. The User will have no access to Online Digital Platforms during the investigation. Should the investigation reasonably determine that User has been engaged in any Prohibited Activity or Corruption, the Users account with immediate effect be permanently closed and the relevant regulatory authorities will be informed in writing.



- 12.5 The Company also reserves the right at its sole discretion to refuse to register a User or elect to de-register, exclude, cancel, or suspend a User from the Service at any time, for any reason or for no reason whatsoever.
- 12.6 The User acknowledges that Wayja has no obligation whatsoever to provide prior notice of the decision to refuse, de-register, exclude, cancel, or suspend a User.
- 12.7 If Wayja de-registers, excludes, cancels, or suspends a User, the Company shall have the unlimited right to:
- establish the specific criteria the User must comply with, in order to be allowed access to the Service (and the Users' account, if applicable); and
 - furnish information about the User to law enforcement agencies (if the reason for such termination, de-registration, exclusion, cancellation, or suspension was fraud or some other form of illegal misconduct). The User hereby irrevocably authorises Wayja to do so in its absolute discretion.
- 12.8 Consequences of closure
- Any balance in the Users eWallet account at the time of any closure under this clause 11 will be paid back within 10 business days, except if a User is engaged or Wayja has reason to believe the User is engaged in any Prohibited Activity or Corruption.

13. Fees and Costs

- 13.1 Each wallet upload and withdrawal via credit/debit card or EFT transaction will attract a service fee to gain access to the Service on the Online Digital Platforms.
- 13.2 The service fees charged is between 10% -30% per wallet top up or per bet type and 2% for Wallet withdrawals or cash outs.
- 13.3 The Company reserves the right at its own discretion to amend and change the service fees charged. Any amendments to the service fees will be posted on the Online Digital Platforms and where possible Users will be notified of such changes via email.

14. Payment details

- 14.1 Credit or debit card verification process
- Users that use a credit or debit card for wallet upload transactions must ensure that the cardholder's name is the same as the name the User used when registering the account.
 - Should the User's name registered on the account and the name that appears on the credit or debit card differ in any way, the User's account will be immediately suspended.
 - Should the account be suspended, the User can contact the Company at info@wayja.me for details regarding the verification process.



14.2 Updating payment details

- Updating payment details will require the User to login to his/her account. It is the User's responsibility to be aware of the terms upon which your payments are accepted. The User is solely responsible to keep up to date with any changes.

14.3 Transfer between accounts

- The transfer of funds between individual accounts is strictly prohibited.

14.4 Interest

- Any funds held in the User's wallet shall not attract interest for the User's benefit.

14.5 Credit

- The Company does not provide any credit in whatsoever manner to a User. It is the User's responsibility to maintain sufficient funds in their account/wallet.

15. eWallet Withdrawals

15.1 eWallet withdrawals will be made via EFT directly into the User's bank account.

15.2 The Company processes withdrawals on Wednesday and Friday each week at 14H00.

15.3 The processing time for withdrawals is between 2 to 3 business days to reflect in the Users' bank account.

15.4 Withdrawals will only be made in the name of the account holder and not to any third party, under any circumstance.

15.5 The Company reserves the right to claim back any eWallet withdrawals made in error.

15.6 For eWallet withdrawals, the User must comply with Know Your Client ("KYC") requirements and provide proof of identity and confirmation of banking details.

15.7 The Company reserves the right to undertake reasonable due diligence to verify the validity of the User's bank account as a pre-condition to processing wallets withdrawals.

16. Software and Hardware

16.1 The User must use a Device that is suitable for the Online Digital Platforms and the User must make sure the latest version of the Online Digital Platforms software is used. Any updates will be posted on the Online Digital Platforms. If the User does not use the latest version of the Online Digital Platforms software, the Service may not work properly and could result in security risks or data breaches, for which the Company will not be liable under any circumstances.



17 The rights of the App Store

The User acknowledge and agrees that:

- 17.1 These Terms are entered into between the User and the Company. Since the App is made available through the App Store, the App Store is a third party under these Terms and will also have the right to enforce the Terms against the User;
- 17.2 To the maximum extent allowed by law, the App Store does not give or enter into any warranty, condition, or other term in relation to the App and will not be liable to the User for any claims, losses, costs, or expenses of whatever nature in relation to the App or as a result of you or anyone else using the app or relying on any of its content;
- 17.3 Any claims relating to the licence to the App, possession or use of the App are between User and the Company (and not between User, or anyone else, and/or the App Store), including but not limited to, product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
- 17.4 If any claim by a third party that the Users possession or use (in line with these Terms) of the App infringes any Intellectual Property Rights, the App Store will not be liable to the User in relation to that claim.

18. Data Protection

- 18.1 The User consents to the Company collecting Personal Information and where lawful and reasonable, from public sources for credit, fraud, and compliance purposes, as well as the purposes set out below.
- 18.2 If the User gives Personal Information about or on behalf of another User, the User confirms that they are authorised to: (a) give the Company the Personal Information; (b) the Users consents on behalf of the other User to the Processing of the Users Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (c) to receive any privacy notices on other Users behalf.
- 18.3 The User consents to the Company Processing Personal Information:
 - to open, administer and operate your Profile and Online Digital Platforms;
 - to provide products and services to the User which are linked to the Users Profile and Online Digital Platforms and any other products and services for which may apply;
 - to register the User for the Online Digital Platforms and provide the User with Access Codes;
 - to provide information to any third party who works with the Company where applicable;



- to analyse information to identify possible markets and trends, and develop new products and services;
 - to comply with any applicable laws;
 - to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve the business (this includes improving existing and developing new products and services);
 - in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where possible the Company will ask the receiving party to agree to our Privacy Policies;
 - by sharing the Users Personal Information with any Merchant with whom the User Transacts, any regulatory authority, other financial institutions, or other entities aimed at preventing or combatting fraud and other Prohibited Activities; by sharing The Users Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. The Company asks third-party service providers who provide services to the Company to agree to the Company's privacy policies, if these third-party service providers need access to any Personal Information to carry out the services;
- 18.4 The Company uses "Cookies" to identify the areas of the Online Digital Platforms that User have visited. The Company uses Cookies to enhance the performance and functionality of the Online Digital Platforms. However, without these cookies, certain functionality may become unavailable to the User. Most Online Digital Platforms can be set to disable the use of Cookies. However, if the User disables Cookies, the User may not be able to access functionality on Online Digital Platforms correctly or at all.
- 18.5 It is important that the Users read the Privacy Policy together with these terms.

19. Intellectual Property

- 19.1 Subject to any Intellectual Property Rights held by any other third parties, the Company keeps all Intellectual Property and Intellectual Property Rights, all content (including, all proprietary information, trademarks and copyright in any logos and other devices or storage media) in or sent to, through and from the Online Digital Platforms save where otherwise indicated in writing by the Company.
- 19.2 The Company grants the User a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the Online Digital Platforms, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. The User will be asked to accept any additional terms through the Online Digital Platforms when applicable. The Online Digital Platforms is licenced to the User only and User will not grant any rights of use or any other rights in respect of the Online Digital Platforms or any Intellectual Property Rights in it to any other person.



- 19.3 The licence granted to the User will start when User registers on the Online Digital Platform and will continue until it is terminated in line with these Terms, which will result in the cancellation of the Users access to the Online Digital Platforms. On termination of the licence granted in these Terms, for any reason, the User must immediately stop all use on the Online Digital Platforms.
- 19.4 Certain content available on the Online Digital Platforms may include content that belongs to third parties. The Company may provide links to third-party, such as the Merchants, as a convenience to the User.
- 19.5 The User agrees that the Company is not liable for any of the following:
- the content or the accuracy of any such content belonging to third parties, including, but not limited to any Merchants, featured on the Online Digital Platforms;
 - any content featured on the third-party websites that are accessed through the links found on the Online Digital Platforms;
- 19.6 The User may not copy, republish, distribute, adapt, modify, alter, de-compile, reverse engineer, or attempt to derive the source code of or create a derivative of works or otherwise attempt to reproduce the Online Digital Platforms, its contents, including any Intellectual Property therein, its design, any updates to the Online Digital Platforms and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the Online Digital Platforms and/or any content featured on the third-party websites which are accessed through links that are found on the Online Digital Platforms. You may not sub-licence such third-party content, including Intellectual Property Rights associated with it.
- 19.7 The User acknowledges that:
- The User will in no way represent that the User has any rights of any nature in any current and future Intellectual Property belonging to the Company and/or any third parties featured on the Online Digital Platforms;
 - The User will not use the Company's and/or any third party that is featured on the Online Digital Platforms current and future Intellectual Property in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any country;
 - The User will not apply for or obtain registration of our and/or any third party that is featured on the Online Digital Platforms current and future Intellectual Property or any other Intellectual Property which may be confusingly similar thereto in any country;
 - The User will not challenge our and/or any third party that is featured on the Online Digital Platforms rights to its current and future Intellectual Property in any country;



- 19.8 The User will not use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (e-mail) addresses, server names, or search-engine markers anything that is identical to, contained in whole or in part, or is otherwise confusingly similar to our and/or any third party that is featured on the Online Digital Platforms current and future Intellectual Property in any country.
- 19.9 The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Online Digital Platforms without our prior written consent.
- 19.10 The User indemnifies the Company against all actions, claims, costs, demands, expenses, and other liabilities suffered or incurred by us as are result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the Online Digital Platforms, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.
- 19.11 Any breach of the terms under this clause 19 entitles the Company, in addition to the Company's normal common law remedies, to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to us on an attorney and own client scale.

20. Anti-Corruption and Bribery

The User must not:

- 20.1 be an involved in corruption;
- 20.2 act in a way that benefits corrupt activities;
- 20.3 use any product or service provided by the Company for any corrupt activities.
- 20.4 The User must let the Company know immediately in writing when the User is aware of being investigated for any corrupt activities.
- 20.5 The User is responsible, and indemnifies the Company against all and any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (losses) which the Company may suffer because:
- funds are seized or withheld due to corrupt activities.
 - The User breaches this clause 20.
 - If the Company knows or suspects that the User is in breach of this clause 20. or the User is involved in corruption, the Company can immediately, at its sole discretion:
 - close, restrict activity or suspend access to the Online Digital Platforms and any other product or service the Company provides; and/or
 - cancel these Terms and/or any other relationship which the Company has with the User.

The Company is not responsible to the User for any losses that the User may suffer as result of the cancellation Users account.



21. Disclaimers

- 21.1 The user uses the Online Digital Platforms at the Users own risk.
- 21.2 The Online Digital Platforms are provided to the User "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its subsidiaries, affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Online Digital Platforms, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Online Digital Platforms, will meet your requirements, achieve any intended results, be compatible or work with any other software, systems, or Services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
- 21.3 The Company, its employees, agents, and shareholders accept no responsibility or liability for any damages or loss that may result, or be alleged to have resulted, from the Service, the Online Digital Platforms, or its contents including interruptions in transmission or operation, loss or corruption of data, failure of lines or any other communication medium, any Users misuse.
- 21.4 The Users indemnifies the Company for all losses or damages that the Company or any other person may suffer because of your use of the Online Digital Platforms or because the User did not fulfil the obligations under these Terms or because funds are seized or withheld by any Sanctioning Body or any other third party (including by the Company).

22. Governing Law

- 22.1 This Agreement is governed by the laws of the Republic of South Africa and the Customer agrees to submit to the exclusive jurisdiction of South African courts. The Customer warrants that he or she is physically present in the Republic of South Africa when making use of the Service. Should the Customer not be physically present in the Republic of South Africa, the Customer warrants that the use of the Service is lawful in the jurisdiction in which it is being used, and hereby indemnifies and holds Wayja harmless against all and any prosecution and/or claims that may arise out of the use of the Service in that jurisdiction.

23. User Contact information

- 23.1 If the User has any questions about the Agreement and Online Digital Platforms and Service, the User can email the Company at info@wayja.me

Last updated: 07_03_2023



THANK YOU!

REECE@WAYJA.ME

CLINTON@WAYJA.ME

