



# TERMS AND CONDITIONS

## 1. Introduction

- 1.1. EESUp (Pty) Ltd (“EESUp”), owns and manages the EESUp Mobile App and Website App (collectively referred to as the “Platforms”), technology platforms that enable consumers (the “User”) to participate in consumer surveys (“Surveys”) and build a referral database (“Referrals”) (together, referred to as the “Services”) enabling the User to participate in upcoming economic empowerment and social upliftment projects.
- 1.2. These terms and conditions (“Terms”) govern the Services and the use of the Platforms.

## 2. Terms of use

- 2.1. Acceptance of terms
  - 2.1.1. These Terms govern the use of the Platforms, the use of Services, and any information, text, graphics, photos, and other materials uploaded, downloaded, or appearing on the Platforms (collectively referred to as “Content”).
  - 2.1.2. By using the Platforms, the User agrees to these Terms, which the User is deemed to have read and understood and are a binding and enforceable agreement between the User and EESUp. If the User does not agree to these Terms, they must not use the Platforms.
  - 2.1.3. These Terms expressly supersede prior agreements or arrangements with the User. EESUp may immediately terminate these Terms or any Services with

respect to the User, or generally, cease offering or deny access to the Platforms, at any time for any reason.

- 2.1.4. EESUp may, at its sole discretion, amend the Terms from time to time. Amendments will be effective upon EESUp posting such updated Terms on the Platforms. The User's continued access to or use of the Platforms and the Services after such posting will be deemed to be the User's consent to be bound by the Terms, as amended. It is the User's responsibility to familiarise him/herself with these Terms and check them regularly for updates to ensure the User understands the amendments or updates to the Terms that apply to their use of the Platforms. If the User does not agree to the amended or updated Terms, the User must stop using the Services and delete their account on the Platforms.

## 2.2. Consumer Protection Act - Important Notice

- 2.2.1. These Terms apply to Users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").

2.2.2. Accordingly, Terms which may:

2.2.2.1. limit the risk and/or liability of EESUp or a third party;

2.2.2.2. create a risk of liability for the User;

2.2.2.3. compel the User to indemnify EESUp or a third party, or

2.2.2.4. If there is any provision in these Terms that the User does not understand, it is their responsibility to ask EESUp to explain it to them before they accept the Terms or continue using the Platforms. If you have any queries/ concerns regarding these Terms, contact EESUp by email at [legal@eesup.com](mailto:legal@eesup.com)

2.2.2.5. Nothing in these Terms is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either the User or EESUp in terms of the CPA.

## 2.3. Privacy

2.3.1. EESUp's collection and use of the User's personal information in connection with the Platforms and Services is set out in EESUp's Privacy Policy which can be found on the Platforms.

2.3.2. By creating an Account, the User agrees that EESUp may send them:

2.3.2.1. push notifications which the User agrees to when downloading and using the EESUp Mobile App as part of the normal business operation of the User's use of the services.

2.3.2.2. text (SMS) messages which the User agrees to when using the Platforms as part of the normal business operation of the User's use of the Services.

2.3.2.3. e-mail messages which the User agrees to when using the Platforms as part of the normal business operation of the User's use of the Services.

2.3.2.4. The User may set the push notifications and/or text (SMS) messages and/or e-mail messages on or off from their profile settings. The User acknowledges that opting out of push notifications and/or text (SMS) messages and/or e-mail messages may impact their use of the Services.

## 2.4. Content of the Platforms

2.4.1. While EESUp makes every effort to update the information provided on the Platforms on a regular basis, we make no representations or warranties, whether express, implied in law, or residual, as to the accuracy, completeness, or reliability of any information, data and/or Content on the Platforms from time to time.

2.4.2. EESUp reserves the right at any time to change or discontinue without notice, any aspect or feature of the Platforms and any Service, information, data, and/or Content on the Platforms.

## 2.5. Security of the Platforms

2.5.1. EESUp will take all reasonable technical and organisational measures to protect any information transmitted or shared over the Platforms.

2.5.2. EESUp does not guarantee the security of any information transmitted online to its servers and the User accepts the risk of providing information on the Platforms.

## 2.6. Further Restrictions

2.6.1. The User may not, in respect of the Platforms or Services:

2.6.1.1. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion thereof or unduly burdening or hindering the operation and/or functionality of any aspect thereof;

2.6.1.2. attempt to gain unauthorised access to or impair any aspect thereof or in respect of related systems or networks; or

2.6.1.3. use any technology to search and/or gain information therefrom without EESUp's prior written consent.

2.6.2. The User may not use the Platforms to distribute material, which is defamatory, offensive, contains or amounts to hate speech, or is otherwise unlawful.

2.6.3. The User may not in any way display, publish, copy, print, post, or otherwise use the Platforms and/or the information contained therein without the express prior written consent of an authorised EESUp representative.

2.6.4. The User agrees that he/she will not in any way use any device, software, or other instruments to interfere or attempt to interfere with the proper working of the Platforms. In addition, the User agrees that he/she will not in any way use any robot, spider, other automatic devices, or manual process to monitor, copy, distribute or modify the Platforms or the information contained herein, without the prior written consent from an authorised EESUp representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to the Website).

## 2.7. Network Access and Devices

- 2.7.1. The User is responsible for obtaining the data network access necessary to use the EESUp App or Services.
- 2.7.2. The User's mobile network's data and messaging rates and fees may apply if the User accesses or uses the Platforms from a wireless-enabled device and the User shall be responsible for such rates and fees.
- 2.7.3. The User is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platforms and any updates thereto. EESUp does not guarantee that the Platform or Services, or any portion thereof, will function on any particular hardware or devices.
- 2.7.4. The Platforms may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications which EESUp cannot take responsibility for.

### **3. Use of Services**

#### 3.1. Registration

- 3.1.1. To use the Services, the User must register to use the Platforms and maintain an active personal user account ("Account").
- 3.1.2. The User must be at least 18 years of age to obtain an Account. By using the Platforms, the User warrants that he/she is 18 (eighteen) years of age or older and of full legal capacity.
- 3.1.3. To register as a User, the User must provide a unique username (email address or mobile number) and password and provide certain personal information to EESUp. You will need to use your unique username and password to access the Platforms to use the Services.
- 3.1.4. The User is responsible for all activity that occurs under his/her Account and agrees to maintain the security and secrecy of their Account username and password at all times. EESUp accepts no liability for any loss suffered or

incurred from the unauthorised use of the User's personal information, username or password.

- 3.1.5. The User can elect to remain logged into the Platforms and agrees to apply physical security over the devices he/she uses to access the Platforms under these circumstances. The User agrees that it is his/her responsibility to sign out of the Platforms to cancel the elected automatic sign-in function.
- 3.1.6. The User agrees that he/she will use his/her username and password for their personal use only and will not disclose it to any third party. If the User does not use the correct username and password, he/she will not be able to access the Platforms or use the Services.
- 3.1.7. The User agrees to notify EESUp immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of their username and password and to take steps to mitigate any resultant loss or harm by contacting EESUp on [legal@eesup.com](mailto:legal@eesup.com). The User agrees to maintain accurate, complete, and up-to-date information on their Account. The User's failure to maintain accurate, complete, and up-to-date Account information, may result in his/her inability to access and use the Services or EESUp's termination of these Services and Terms with the User.
- 3.1.8. Unless otherwise permitted by EESUp in writing, the User may only possess one Account.
- 3.1.9. The User agrees that EESUp may take such steps, as in EESUp's sole discretion should it be deemed necessary to evaluate the User's registration and verify whether, in completing the registration, the User have provided EESUp with complete and accurate information about the User.

## 3.2. Wallets

- 3.2.1. EESUp reserves the right to determine the allocation basis of funds that become available due to the User's usage of the Platforms to the different wallets.
- 3.2.2. Funds allocated to the User's income wallet:

3.2.2.1. can be allocated by the User to future purchases on the Platforms; or

3.2.2.2. can be requested for withdrawal if the balance has reached R500 (five hundred rands).

3.2.3. Funds allocated to the User's wealth wallet:

3.2.3.1. can be allocated by the User to economic empowerment projects as and when such projects become available, and communicated as such by EESUp.

3.2.3.2. EESUp does not guarantee the launch or the success of economic empowerment projects.

3.2.4. Funds allocated to the User's social wallet:

3.2.4.1. can be allocated by the User to a social upliftment project registered with EESUp within the User's community or place of residence.

3.2.4.2. Funds are allocated to the User's allocated social upliftment project as registered at month-end.

3.2.4.3. Should the user not have allocated the available balance at the end of a calendar year, EESUp has the right to equally divide the balance across all social upliftment projects registered with EESUp within the User's community or place of residence.

3.3. Product purchases

3.3.1. The User agrees that EESUp determines the prices of all products available on the Platforms and has the right to amend such prices at its sole discretion.

3.3.2. The User agrees that EESUp determines the allocation of profits from product sales across the value chain which allocation may vary from product to product and that EESUp has the right to amend such allocation at its sole discretion.

3.3.3. The User agrees that EESUp has the right to determine to which wallet profit are allocated and has the right to amend such determination at its sole discretion.

The User agrees that each wallet will be managed according to the terms applicable to the wallet so determined.

3.3.4. The User agrees to pay in full for all products ordered on the Platforms during check-out.

3.3.5. The User agrees that an order can only be cancelled before being placed on the supplier systems. Payment for such an order will be transferred to the User's income wallet and be subject to the terms applicable to the income wallet.

#### 3.4. Product distribution

3.4.1. The User is allowed multiple addresses which will be used by the Platforms to determine the nearest distribution point to the User's selected delivery address during check-out.

3.4.2. The User agrees that a distribution point selected during check-out cannot be changed once the order has been placed with the supplier.

3.4.3. Users can apply to become a distribution point (EESUpreneurs) and agree that EESUp can:

3.4.3.1. determine the qualifying criteria for distribution points;

3.4.3.2. perform any assessment to determine if the User qualifies as a distribution point;

3.4.3.3. conduct inspections at the proposed distribution point; and

3.4.3.4. at its sole discretion accept or decline a User's application to become a distribution point.

3.4.4. EESUp does not guarantee the allocation of a distribution point to a User after a User has passed the criteria for a distribution point.

3.4.5. A User may not have more than one distribution point and may not change the location of the distribution point without prior permission from EESUp.

3.4.6. EESUp reserves the right to cancel the allocation of a distribution point should the User fail to maintain the activities of the distribution point at the required quality standards or viable economic levels.



3.4.7. Users allocated distribution points agree that:

3.4.7.1. a distribution fee will be allocated from the profit generated from the products distributed by the User;

3.4.7.2. the distribution fee is determined by EESUp and may vary from product to product and EESUp has the right to amend at its sole discretion any fee previously determined;

3.4.7.3. the distribution fee will be allocated to the User upon successful acceptance of the product by the buyer;

3.4.7.4. the distribution fee will be reduced by the value of any product loss or damage;

3.4.7.5. the distribution fee will be allocated to the User's income wallet and be subject to the terms applicable to the income wallet;

### 3.5. Referrals

3.5.1. EESUp only provides the User the ability to make Referrals by using the Platforms. The User agrees that he/she is responsible for assisting potential referees to register on the Platform and use the correct Referral reference.

3.5.2. The User agrees that EESUp will not resolve any disputes relating to incorrect Referral references applied during the registration process.

3.5.3. EESUp offers the User a referral fee for referrals made on the platform and the User agrees that this referral fee:

3.5.3.1. will be a once off allocation to the User's wealth wallet for investment in an Economic Empowerment and Social Upliftment project; and

3.5.3.2. will only be allocated if the User referred can be verified against a valid South African identity number; and

3.5.3.3. will only be allocated if the User referred resides within a targeted geolocation.

3.5.4. The User may further earn an income from his/her Referrals upon the launch of an economic empowerment initiative.

3.5.4.1. The User agrees that EESUp does not guarantee the success of any economic empowerment initiative nor that the User will earn an income from any Referrals.

3.5.4.2. The User agrees that he/she will only earn an income from Referrals for as long as they remain active in the economic empowerment initiative relating to the potential income to be earned.

3.5.4.3. EESUp shall allocate income from Referrals relating to economic empowerment initiatives to the User's income wallet.

### 3.6. Surveys

3.6.1. The User agrees that participation in Surveys is on a voluntary basis.

3.6.2. EESUp will treat all personal information gathered private in terms of the EESUp's Privacy Policy, a copy is available on the Platforms.

3.6.3. The User permits EESUp to publish the results of any Survey, which excludes personal identifiable data collected and requires anonymisation of the balance of the data.

3.6.4. The User permits EESUp to retain the data collected for a period EESUp deems necessary to develop Economic Empowerment and Social Upliftment initiatives.

3.6.5. The User agrees that EESUp may, at its sole discretion, determine the qualifying criteria for participation in Surveys.

3.6.6. The User agrees that it is his/her responsibility to understand and be bound by the requirements and rewards associated with participation in Surveys.

## **4. Disclaimers, Limitation of Liability, and Indemnity**

### 4.1. Disclaimers

- 4.1.1. The use of the Platforms is entirely at the User's own risk and he/she assumes full responsibility for any risk or loss resulting from the use of the Platforms or reliance on any information on the Platforms.
- 4.1.2. Whilst EESUp takes reasonable measures to ensure that the content of the Platforms is accurate and complete, EESUp makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of the Platforms or as to the accuracy, completeness or reliability of any information on the Platforms. If any such representations or warranties are made by EESUp's representatives, EESUp shall not be bound thereby.
- 4.1.3. EESUp disclaims liability for any damage, loss, or expenses, whether direct, indirect, or consequential in nature, arising out of or in connection with the User's access to or use of the Platforms and/or any Content therein unless otherwise provided by law.
- 4.1.4. Any views or statements made or expressed on the Platforms are not necessarily the views of EESUp, its directors, employees, and/or agents.
- 4.1.5. In addition to the disclaimers contained elsewhere in these Terms, EESUp also makes no warranty or representation, whether express or implied, that the information or files available on the Platforms are free of viruses, spyware, malware, Trojans, destructive materials, or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of the User's computer system, computer network, hardware or software in any way. The User accepts all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of EESUp, its employees, agents or authorised representatives. EESUp thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Platforms.

- 4.1.6. EESUp does not warrant the availability of the Platforms at all times, including in cases where there is a connection interruption or the Platforms are undergoing maintenance or upgrades.
- 4.1.7. Information provided by other Users or third parties on the Platforms may contain links to third-party websites that are not owned or controlled by EESUp. We are not liable for any loss, damage, or other liability arising from the User's use of any third-party websites or for the content, privacy policies, or practices of any third-party websites.

## 4.2. Limitation of Liability

- 4.2.1. To the maximum extent permitted by law, the User agrees to indemnify and hold EESUp its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with, including, any loss, claim or damage which may be suffered by the User or a third party for any direct, indirect, incidental, special or consequential loss or damages which might arise from the User's use of, or reliance upon:

- 4.2.1.1. The User's use of the Platforms and use of the Services

- 4.2.1.2. The User's inability to use the Platforms or use the Services;

- 4.2.1.3. the unauthorised use or disclosure of your personal information by a third party where the User has given EESUp permission to share it with them;

- 4.2.1.4. unlawful activity on the Platforms and/or any linked third-party Application or Website

- 4.2.1.5. any breach of security over the Platforms unless it is due to EESUp's gross negligence; or

- 4.2.1.6. any termination of communications with the User.

- 4.2.2. EESUp regularly checks the Platforms for viruses but does not guarantee that the Platforms are virus-free and does not accept any liability for any virus downloaded from the Platforms by the User.

#### 4.3. Use of the Platforms and Indemnification

- 4.3.1. By accessing the Platforms and using the Services, the User warrants and represents to EESUp that he/she is over 18 years of age and legally entitled to do so and have the requisite capacity to conclude legally binding actions with EESUp.
- 4.3.2. The User further warrants that he/she will not use the Platforms, the Services, Content or any information made available/sent to the User by EESUp pursuant to the User's use of the Platforms for any purpose that is unlawful or prohibited under South African or international law or is in contravention of the Terms.
- 4.3.3. The User hereby indemnifies EESUp against any loss, liability, damage, or expense of whatever nature which EESUp or any third party may suffer which is caused by or attributable to, whether directly or indirectly, a breach by the User of any of the warranties in this clause.
- 4.3.4. The User understands and agrees that EESUp does not review, or purport to review, any submitted Content and it reserves the right to remove any Content from the Platforms that it deems in its sole discretion to be harmful in any way. EESUp reserves the right to suspend or terminate the User's access to all or parts of the Platforms, without any further notice to the User.

## **5. Legislation and Jurisdiction**

#### 5.1. Governing Law and Jurisdiction

- 5.1.1. These Terms and our relationship and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 5.1.2. In the event of a dispute or a complaint, the User should first refer the matter to EESUp. A dispute can be lodged with EESUp via [legal@eesup.com](mailto:legal@eesup.com)

- 5.1.3. The User must please ensure that he/she receive a reference number for complaints as well as a formal acknowledgment notification.
- 5.1.4. In the event of any dispute which remains unresolved, the User hereby consents to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Johannesburg), having jurisdiction, notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 5.1.5. Nothing in this clause or the Terms limits the User's right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## 5.2. Electronic Communications and Transactions Act (ECTA)

- 5.2.1. In addition to other details set out in these Terms, in compliance with ECTA, the User's attention is drawn to the following:

- 5.2.1.1. full name and legal status: EESUp Retail (Pty) Ltd, a private company incorporated in accordance with the laws of the Republic of South Africa;

- 5.2.1.2. main business: Promoting equity in income and wealth distribution through shared consumer ownership.

- 5.2.1.3. registration number: Reg. no. 2020/778915/07;

- 5.2.1.4. registered physical address: 34 Pitzer Road, Glen Austin, Midrand, 1685;

- 5.2.1.5. telephone number: +27 72 883 5268;

- 5.2.1.6. website address: <https://www.eesup.com>.

## 6. Other Terms

- 6.1. Contact Details and Notices

- 6.1.1. The contact details contained in the User's profile completed by him/her on the Platforms will be regarded for all purposes as the legal address where notices can be delivered to the User.
- 6.1.2. The User's contact details include the mobile phone number, physical address, and email address.
- 6.1.3. The User may change his/her contact details by visiting their profile section on the Platform.
- 6.1.4. EESUP chooses the following address as the address for legal notices: 34 Pitzer Road, Glen Austin, Midrand, 1685 and [legal@eesup.com](mailto:legal@eesup.com)
- 6.1.5. Notices must be sent either by hand, prepaid registered post or email and must be in English. All notices sent:
  - 6.1.5.1. by hand will be deemed to have been received on the date of delivery;
  - 6.1.5.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
  - 6.1.5.3. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. All Email communications between the User and EESUp must make use of the "Read Receipt" function to serve as proof that an email has been received.

## 6.2. General

- 6.2.1. The Terms constitute the sole record of the agreement between the User and EESUp in relation to the subject matter hereof.
- 6.2.2. Any illegal or unenforceable provision of these Terms may be severed and the remaining provisions will continue in force.
- 6.2.3. No indulgence, leniency, relaxation, waiver, or extension of time which EESUP may grant the User, in the event of claims and/or disputes arising, will in any way whatsoever prejudice EESUP or preclude EESUP from exercising their

rights in terms of these Terms and neither will it constitute a waiver or limitation of any of the User's rights.

- 6.2.4. In the event that the User commits any breach of the Terms or in the event that EESUp is required to take any legal action, the User agrees and undertakes to pay EESUp's legal costs as between attorney and own client.
- 6.2.5. EESUp shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these Terms.
- 6.2.6. All provisions of these Terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 6.2.7. Should EESUp be prevented from fulfilling any of its obligations to the User as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as EESUp is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding extent. In the event that force majeure continues for more than 14 days (fourteen) after it has first occurred then EESUp shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these Terms by giving notice to the User. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of including, without limitation, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order.