

## **UBU USER AGREEMENT**

**PLEASE NOTE THAT** by making use of UBU Core (Pty) Ltd services and/or by registering an account with <https://ubu.app/auth> or <https://ubu.world/> and/or related mobi-sites and software applications or any associated websites, you agree that you have read, understood and accepted all of the Terms and Conditions contained in this Agreement as well as our Privacy Policy.

**PLEASE NOTE FURTHER THAT** if you have not read, understood or agreed with this agreement you **MUST** immediately refrain from accessing and/or using <https://ubu.app/auth> or <https://ubu.world/> and/or related mobi-sites and software applications.

Should you be unable to understand the contents of this Agreement or have any queries please contact us on [support@projectubu.com](mailto:support@projectubu.com).

### **1. Introduction**

1.1. This website can be accessed at <https://ubu.world/>, and at related mobi-sites and software applications (the “**Website**”) and is owned by GlobalVoice AS and operated by UBU Core (Proprietary) Limited (“**UBU**”, “**we**”, “**us**” and “**our**”).

1.2. These Website Terms and Conditions (“**Terms and Conditions**”) govern:

- 1.2.1. the ordering, sale and delivery of Goods;
- 1.2.2. the issuance and transfer of the UBU token (“**UBUS**”); and
- 1.2.3. the use of the Website.

1.3. The Website enables you to:

- 1.3.1. shop online for an extensive range of goods including, but not limited to, mobile airtime, art, sport, home and kitchenware, electronics, health and beauty products, movies and TV, gaming, books, eBooks, music, toys;

- 1.3.2. enter into online raffles, competitions, giveaways and draws;
- 1.3.3. make charitable donations or transfer UBUS to a third-parties;
- 1.3.4. shop online for an extensive range of services including, but not limited to, messaging services, tours, mobile airtime, wedding direction and management, art, information technology support, religious studies, photography, transport, printing, beauty therapy;

collectively referred to as **“Goods”**.

- 1.4. UBU allows third parties to list and sell their Goods in exchange for UBUS on the Website (each a **“Third Party Seller”**). All Goods displayed on the Website are for sale by a Third Party Seller. **No Goods are offered by UBU.**

## **2. Application**

- 2.1. These Terms and Conditions apply to any and all users of the Website.

## **3. Binding Effect**

- 3.1. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (**“you”**, **“your”** or **“user”**), including without limitation each user who registers as contemplated below (**“registered user”**). **By using the Website and by clicking on the “Register” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- 3.2. In the event of any inconsistency between these Terms and Conditions and any provision on this Website, these Terms and Conditions shall prevail.

## **4. Important Notice**

- 4.1. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –**
  - 4.1.1. **may limit the risk or liability of UBU or a third party; and/or**
  - 4.1.2. **may create risk or liability for the user; and/or**
  - 4.1.3. **may compel the user to indemnify UBU or a third party; and/or**
  - 4.1.4. **serves as an acknowledgement, by the user, of a fact.**

**4.2. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**

4.3. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask UBU to explain it to you before you accept the Terms and Conditions or continue using the Website.

4.4. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or UBU in terms of the Consumer Protection Act.

4.5. UBU only permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. **You must not use this Website if you do not agree to the Terms and Conditions.**

## **5. Returns**

5.1. Please refer to the relevant Third Party Seller's returns policy for more information about returning products (and related refunds, replacements or repairs). The relevant Third Party Seller's returns policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

## **6. Registration and use of the website**

6.1. Only registered users may order Goods on the Website.

6.2. To register as a user, you must provide your cell phone number, email address and password and provide certain information and personal details to UBU. You will need to use your cell phone number and password to access the Website in order to purchase Goods.

6.3. You agree and warrant that your cell phone number and password jointly shall:

6.3.1. be used for personal use only; and

6.3.2. not be disclosed by you to any third party.

6.4. For security purposes you agree to enter the correct cell phone number and password whenever ordering Goods, failing which you will be denied access.

**6.5. You agree that, once the correct cell phone number and password relating to your account have been entered, irrespective of whether the use of the cell phone number and password is unauthorised or fraudulent, your UBU Wallet shall be debited for payment of such**

**order, save where the order is cancelled by you in accordance with these Terms and Conditions.**

- 6.6. You agree to notify UBU immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your cell phone number and password and to take steps to mitigate any resultant loss or harm.
- 6.7. **By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**
- 6.8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised UBU representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 6.9. You may not at any time attempt or actually alter, reverse-engineer, modify, circumvent, amend, tamper with or change any part of the Website and/or any security features of the Website.
- 6.10. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 6.11. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised UBU representative.
- 6.12. You agree not to:
- 6.12.1. Use the Website for illegal or inappropriate purposes;
  - 6.12.2. Interfere with or disrupt the proper operation of the Website;

- 6.12.3. Attempt to gain unauthorised access to the Website, system or any other part of the Website you do not have access rights to;
- 6.12.4. Convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature.

## 7. Restriction on use

7.1. The Website is not intended for distribution to, or use by, any person:

- 7.1.1. who is under the age of 18 years old, is not of legal competence or of sound mind;
- 7.1.2. who resides in any country where such distribution or use would be contrary to local law or regulation. **It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject.**

7.2. UBU may, at its sole discretion refuse to allow you to register an account on the Website.

## 8. UBU Wallet

8.1. You may use the UBU Wallet to:

- 8.1.1. transfer the token known as the UBU token or “UBUs” to Third Party Seller’s vendor wallets or other private users of the Website;
- 8.1.2. receive and/or hold UBUS;
- 8.1.3. facilitate transactions on the Website.

8.2. In terms of:

8.2.1. Deposits into your UBU Wallet:

- 8.2.1.1. UBU, in its sole discretion, has the right to accept or reverse or temporarily withhold any deposit request;
- 8.2.1.2. UBU will credit your UBU Wallet with the relevant amount of UBUs on completion of the relevant transaction;

8.2.2. Withdrawals from your UBU Wallet:

- 8.2.2.1. UBU, in its sole discretion, has the right to accept or reverse or temporarily withhold your withdrawal request;
- 8.2.2.2. UBU may immediately debit your UBU Wallet when a withdrawal is authorised by you.

8.3. You acknowledge and agree that your use of the UBU Wallet and/or functionality of the UBU Wallet may be limited and/or restricted by UBU:

- 8.3.1. due to any Website limitations from time to time;
- 8.3.2. if UBU determines that you must complete any further verification procedures;
- 8.3.3. if, at UBU's sole discretion, it believes you are using the UBU wallet for inappropriate purposes or in contravention to any of the terms and conditions of this agreement.

## 9. **Conclusion of sales and availability of stock**

9.1. Registered users may place orders for Goods, which UBU or the Third Party Seller may accept or reject. Whether or not UBU or the Third Party Seller accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of a payment authorisation by UBU for the Goods.

9.2. **NOTE: UBU or the Third Party Seller will indicate the acceptance of your order by delivering the Goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and UBU or the Third Party Seller (as may be appropriate) come into effect (the "Sale").** This is regardless of any communication from UBU stating that your order or payment has been confirmed. UBU will indicate the rejection of your order (by UBU itself or the Third Party Seller) by cancelling it and, as soon as possible thereafter, refunding you for any amount of UBUS already paid.

9.3. After delivery or your collection of the Goods, you may return the Goods only in accordance with the respective Third Party Seller's Returns Policy.

9.4. **You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. In the case of Goods for sale by UBU, UBU will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, UBU and/or the Third Party Seller will notify you and you will be entitled to a refund of any UBUS already paid by you for such Goods.**

9.5. **In the case of Goods for sale by a Third Party Seller, UBU relies on inventory information supplied by the relevant Third Party Seller and**

**UBU accordingly bears no liability for any inaccuracies in the information supplied to it.** Consequently, should you order any Goods from a Third Party Seller which are in fact sold-out or no longer available, any resulting dispute should be resolved between you and the relevant Third Party Seller, your respective rights and obligations being as set out in these Terms and Conditions.

9.6. Certain Goods may not be purchased for re-sale. Should we suspect that any such Goods are being purchased for re-sale, we are entitled to cancel your order immediately on notice to you.

## **10. Payment**

10.1. All transactions are encrypted using appropriate encryption technology.

10.2. **Whether the Goods are for sale by UBU or a Third Party Seller, payment for the Goods can only be made with UBUS via the Website.**

## **11. Delivery of goods**

11.1. UBU does not offer delivery of Goods to you. You may elect to take a delivery option provided by the Third Party Seller at your own risk.

11.2. Where it accepts your delivery request, the Third Party Seller will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) business days of receipt of your payment ("**Delivery Period**"). The Third Party Seller will notify you if it is unable to deliver the Goods during the Delivery Period.

## **12. Errors**

12.1. **We shall take all reasonable efforts to accurately reflect the description, availability and purchase price of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Third Party Seller's returns policy.**

12.2. UBU shall not be bound by any incorrect information regarding Goods displayed on any third party websites.

### 13. Gift Vouchers & Coupons

13.1. UBU or Third Party Sellers may from time to time make physical or electronic gift vouchers ("**Gift Vouchers**") and promotional coupons or discounts ("**Coupons**") available for use on the Website towards the purchase of Goods. Gift Vouchers and Coupons can only be redeemed while they are valid and their expiry dates cannot be extended.

13.2. **UBU is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Gift Voucher, after it has delivered the Gift Voucher to you or the email address nominated by you.**

### 14. Third Party Sellers

14.1. UBU only offers Goods that are for sale by a Third Party Seller. UBU only provides the platform to facilitate transactions between Third Party Sellers and UBU customers. UBU is neither the buyer nor the seller of these Goods, unless otherwise specified.

14.2. **The Sale formed on acceptance of your order for Goods is therefore solely between the you as the registered user and such Third Party Seller. UBU is not a party to the sale.**

14.3. The Third Party Seller is solely responsible for fulfilment of delivery of the Goods. The Third Party Seller is also responsible to provide an invoice to the registered user if required.

14.4. **UBU disclaims any and all liability, including express or implied warranties, whether oral or written, for the goods provided by any Third party Seller. YOU, AS THE USER, ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY UBU AS TO THE FITNESS OF THE GOODS OFFERED BY THE THIRD PARTY SELLER FOR YOUR INTENDED PURPOSE.**

14.5. **UBU ASSUMES NO RESPONSIBILITY FOR PRODUCTS OFFERED AND/OR SOLD BY THIRD PARTY SELLERS. Your dealings with any Third Party Seller mentioned on or found on the Website are solely between you and such Third Party Seller, and are subject to any terms, conditions, privacy policies, warranties or representations associated with such dealings. Your dealings with a Third Party Seller**



**are at your sole risk and, as set forth above, are without warranties or legal liability of any kind on the part of UBU.**

14.6. Not all Third Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third Party Sellers who are registered VAT vendors may charge VAT on Goods sold and issue a tax invoice in respect thereof. If a Third Party Seller is not a registered VAT Vendor, it may not charge VAT on Goods sold and will not be in a position to issue a tax invoice in respect thereof.

## **15. Referral System**

15.1. In order to earn a referral bonus through the UBU Referral System you must refer a user who:

15.1.1. arrives at the Website through your affiliate link;

15.1.2. register as a new user.

15.2. The referral bonus you will receive from the UBU Referral System is 1000 UBUs.

15.3. The referral bonus will be deposited directly into your UBU Wallet.

15.4. Promoting your referral code through the use of paid advertising on “UBU”, “UBU WORLD” or “PROJECT UBU” related keywords is prohibited.

15.5. UBU reserves the right to adjust or change the Affiliate Program rules at any time without notice.

## **16. Privacy policy**

16.1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.

16.2. Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to -

16.2.1. your name and surname;

16.2.2. your identity number;

16.2.3. your email address;

16.2.4. your physical address;

16.2.5. your gender;

16.2.6. your mobile number; and

16.2.7. your date of birth.

- 16.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
- 16.4. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 16.5. Subject to clause 16.6 below, we will not, without your express consent:
  - 16.5.1. use your personal information for any purpose other than as set out below:
    - 16.5.1.1. in relation to the ordering, sale and delivery of Goods;
    - 16.5.1.2. to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);
    - 16.5.1.3. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and
    - 16.5.1.4. to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or
  - 16.5.2. disclose your personal information to any third party other than as set out below:
    - 16.5.2.1. to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
    - 16.5.2.2. to our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or

promotional items offered by them (unless you have opted out from receiving marketing material from us);

- 16.5.2.3. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;
- 16.5.2.4. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
- 16.5.2.5. to our suppliers in order for them to liaise directly with you regarding any faulty Goods you have purchased which requires their involvement; and
- 16.5.2.6. to any Third Party Seller for purposes of sending you an invoice for any Goods purchased from such Third Party Seller, which disclosed information will be limited to your telephone number.

16.6. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, UBU is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

16.7. We will -

- 16.7.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
- 16.7.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

- 16.7.3. provide you with access to your personal information to view and/or update personal details;
  - 16.7.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
  - 16.7.5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
  - 16.7.6. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.
- 16.8. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 16.9. **UBU undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.**
- 16.10. **Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.**
- 16.11. **If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than UBU, UBU SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.**
- 17. Changes to these Terms and Conditions**
- 17.1. UBU may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

17.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

## 18. **Electronic communications**

18.1. When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy above.

## 19. **Records**

19.1. UBU's records, unless proven to be wrong, will be evidence of your dealings with UBU in connection with the Website.

19.2. You will not:

19.2.1. rely on UBU or any Third Party to comply with your record keeping obligations, although records may be made available to you on request within the requirements of applicable law or UBU's discretion;

19.2.2. object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals or are documents produced by a computer.

## 20. **Ownership and copyright**

20.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("**Website Content**") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of UBU, its advertisers and/or sponsors and/or is licensed to UBU.

20.2. You will not acquire any right, title or interest in or to the Website or the Website Content.

20.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content kindly contact us.

20.4. Where any of the Website Content has been licensed to UBU or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

## 21. **Disclaimer**

21.1. **The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**

21.2. Whilst UBU takes reasonable measures to ensure that the content of the Website is accurate and complete, UBU makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by UBU's representatives, UBU shall not be bound thereby.

21.3. UBU, specifically, does not warrant that:

21.3.1. the Website will meet your requirements;

21.3.2. your equipment, software and communication connections will be compatible with the hardware and software we employ to provide the Website;

21.3.3. the use of the Website will be uninterrupted, secure or error free;

21.3.4. we will be able to prevent third party disruptions of and to the operation of the Website;

21.3.5. errors will be corrected on the Website.

21.4. With respect to any data or information that UBU or any Third Party provides to you in connection with your use of the Website, for example the quantity of UBUS contained in your UBU Wallet, UBU and any such Third Party are not responsible or liable:

21.4.1. if any such data or information is inaccurate or incomplete in any respect;

21.4.2. for any actions that you take or do not take based on such information or data.

21.5. **UBU disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in**

connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

21.6. **Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.**

21.7. Any views or statements made or expressed on the Website are not necessarily the views of UBU, its directors, employees and/or agents.

21.8. **In addition to the disclaimers contained elsewhere in these Terms and Conditions, UBU also makes no warranty or representation, whether express or implied, that the information or files available on the Website 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 your computer system, computer network, hardware or software in any way. You accept all risk 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 UBU, its employees, agents or authorised representatives. UBU 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 Website.**

## 22. **Linking to third party websites**

22.1. This Website may contain links or references to other websites (“**Third Party Websites**”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and UBU is not responsible for the practices and/or privacy

policies of those Third Party Websites or the “cookies” that those sites may use.

**22.2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, 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 contained thereon.**

**23. Limitation of liability**

**23.1. UBU cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices or descriptions displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of UBU, its employees, agents or authorised representatives.**

**23.2. UBU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**

**23.3. YOU HEREBY INDEMNIFY UBU AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**

**24. Availability and termination**

**24.1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.**

**24.2. UBU makes no express or implied representation or warranty:**

**24.2.1. that the Website will be available for access at all times, or at any time on a continuous uninterrupted basis;**

**24.2.2. as to the operation, quality or functionality of the Website;**



- 24.2.3. that the Website will be free of errors or defects; and
- 24.2.4. that the Website is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property.
- 24.3. **UBU may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that UBU will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.**
- 24.4. **If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in UBU's sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.**
- 24.5. **UBU is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of the Website, system, a promotion or Coupon to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and UBU or you and a Third Party Seller, in whole or in part, on notice to you. UBU shall not be liable to refund anything, fiat monies or otherwise, already paid by you (see UBU's Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.**
- 24.6. At any time, you can choose to stop using the Website, with or without notice to UBU.
25. **Governing law and jurisdiction**
- 25.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent

and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

25.2. In the event of any dispute arising between you and UBU, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Local Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

25.3. Nothing in this clause 25 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction.

## 26. Notices

26.1. UBU hereby selects 50 Smits Road, Dunkeld, Johannesburg, South Africa, 2196, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“**legal address**”). UBU may change this address from time to time by updating these Terms and Conditions.

26.2. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English.

26.3. All notices sent -

26.3.1. by hand will be deemed to have been received on the date of delivery;

26.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;

26.3.3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and

26.3.4. by email will be deemed to have been on the date indicated in the “Read Receipt” notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION** to serve as proof that an email has been received.

## 27. Information

27.1. For the purposes of the Electronic Communications Act 25 of 2002, UBU's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

27.2. **Full name:** UBU Core (Pty) Ltd, a private company registered in South Africa with registration number 2017/122354/07;

27.3. **Main business:** FinTech

27.4. **Physical address for receipt of legal service (also postal and street address):** 50 Smits Road, Dunkeld, Johannesburg, South Africa, 2196 (marked for attention: CEO and Legal)

27.5. **Office bearers:** Tarris Arnold

27.6. **Phone number:** (011) 268 6231

27.7. **Email address:** [tarris@projectubu.com](mailto:tarris@projectubu.com)

## 28. **General**

28.1. UBU, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

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

28.3. Any failure on the part of you or UBU to enforce any right in terms hereof shall not constitute a waiver of that right.

28.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

28.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

28.6. No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

28.7. These Terms and Conditions contain the whole agreement between you and UBU and no other warranty or undertaking is valid, unless contained in this document between the parties.