

# CASHLOG CUSTOMER TERMS OF USE

## 1. Introduction

- 1.1 Cashlog is a mobile payment solution that enables merchants to sell digital goods and services and for customers to select those digital goods and services (the '**Products**') via mobile, fixed telephone and internet and make payment via their Carrier billing (the "**Cashlog Service**").
- 1.2 Cashlog is managed by Buongiorno South Africa (Pty) Limited, registered in South Africa under company number 1990/004637/07 but trading as Cashlog.
- 1.3 By agreeing to these Terms of Use and/or by continuing to use the Cashlog Service you are bound by the entirety of this Agreement and by the Privacy Policy (to be found at; <https://www.cashlog.com/legal/privacy>) which are incorporated by reference to this Agreement, as such terms, regulations and policies may be amended from time to time.
- 1.4 We reserve the right to make any amendments to this Agreement or the Privacy Policy, and any such changes will be highlighted in red for a period of 4 (four) weeks. We encourage you to review this Agreement and our Privacy Policy periodically. Your continued use of the Services will be deemed to be your acceptance of any changes to this Agreement and Privacy Policy (as applicable).

## 2. The Cashlog Service

The Cashlog Service can be accessed via a website at [www.cashlog.com](http://www.cashlog.com) (the "**Web Site**") and customers are not required to register to utilize some of the benefits of the Cashlog Service.

## 3. Registration Options and Process

Customers can choose to utilize the Cashlog Service without registering or they can become registered.

### 3.1 Non-registered customers

Non-registered customers can access the:

- a) "*track purchase status*" tool which allows customers to view the details of each Product purchase transaction, by entering the customer's telephone number and the purchase code in the web page [www.cashlog.com/track-purchase-status](http://www.cashlog.com/track-purchase-status).
- b) "*deactivation subscription*" tool which allows customers who have purchased a subscription service to view his status and to deactivate it.
- c) purchase code which shall be sent to any customer purchasing Products via Cashlog in the purchase confirmation message.

### 3.2 Registered customers

Registered customers shall be able to create their own account on the [www.cashlog.com](http://www.cashlog.com) Web Site from where customers can view:

- a) A "*transaction page*" which indicates all the purchase transactions of Products carried out by the customer with the mobile phone number entered in the Cashlog registration form.
- b) A "*subscription page*" which indicates all the purchase transactions of Products under subscription carried out by the customer with the mobile phone number entered in the Cashlog registration form, with all the details related to each Product purchased and any amount paid. Within the subscription page the customer can view each subscription or deactivate any of them.
- c) A "*My Account*" page where customers can amongst other things view, modify and cancel their stored data and cancel their registration with Cashlog or contact Cashlog regarding any queries about the Cashlog service

### 3.3 Registration Procedure

- a) Customers can register with Cashlog through the Web Site.

- b) Once data has been verified and the customer is registered, Cashlog shall open up an account in order to allow the customer access to a private web area (the "Account").
- c) Customers can access their Account by entering the email address and password selected during the registration procedure. In particular the customer has to complete the following registration procedure:
- complete the form to open a Cashlog account, providing complete and accurate information that can be regularly updated by the customer;
  - agree to this Agreement including all documents applicable to the Web Site and the Cashlog Service;
  - receive from Cashlog an email confirming the opening of a Cashlog account;
  - follow the instructions contained in the email to validate the registration. Without the express prior written authorization of Cashlog a customer would not be able to open more than one account;
  - the customer undertakes that all data supplied in the online form are true, complete and that all data shall remain accurate, up to date and complete throughout the duration of this Agreement;
  - should the customer provide data and information that is inaccurate, out of date or incomplete and Cashlog becomes aware of or suspects this to be the case then Cashlog reserves the right to suspend the customer's account with immediate effect and shall bring this to the attention of the customer and continue such suspension until such time as the customer has rectified the data and information and notified Cashlog of the same;
  - the customer shall keep his account name and password confidential in order to prevent any unauthorized access and misuse of them by third parties. Customers may not authorize any third parties to access the Cashlog Service on its behalf. The customer therefore shall be solely responsible for all activities associated with the use of their account and password and shall be solely responsible for any damage to Cashlog, third parties or themselves in breach of the above;
  - the customer must immediately notify Cashlog of any unauthorized access to the Cashlog Service of which it becomes aware of, undertaking to keep Cashlog harmless and indemnified from any damage and claim arising or related to directly or indirectly from any use or unauthorized use of the personal account of password by third parties.
- d) Cashlog reserves the right to verify your identity at any time (including by using third parties, which may keep a record of that information). Cashlog reserves the right to conduct checks against any of the details provided by you to Cashlog in your registration. If upon Cashlog's request you fail to provide evidence of proof of age or other information requested this could result in the suspension of your registration and/or the Cashlog Service and there will be no refunds for unused periods of subscription where applicable.

#### **4. Security Policy**

Cashlog will not sell your personal details to third parties. However, your details may be passed on to relevant authorities or regulators if Cashlog wish to investigate any suspected or alleged illegal activity, fraud, harassment, or abuse of the Cashlog Service in any manner or to assist in the investigation of any suspected or actual illegal activity, fraud or abuse of the Cashlog Service or if Cashlog is required by law to do so or at the request of a regulator.

#### **5. Customer's obligation and warranties**

- 5.1 The Cashlog Service is for personal purposes only. Customers may not use the Cashlog Service for commercial activities or purposes.

- 5.2 The customer undertakes not to make available to the public, on pages dedicated to Cashlog and on the Account, any elements which is contrary to the public order, law or common decency; directly or indirectly insulting, defamatory, racist, xenophobic, homophobic, revisionist or injurious; element which are inciting to suicide, violence, prostitution, pedophilia or exploitation of persons lesser than 18 years; any content offering or proposing online gambling or betting services not authorized under current regulation.
- 5.3 The customer undertakes not to use Cashlog Service on behalf of third parties and not to provide data belonging to third parties in the registration form.
- 5.4 The customer undertakes not to use, copy or register the Cashlog name or trademarks.
- 5.5 The customer undertakes not to commit acts and/or omissions which can bring into disrepute or denigrate the Cashlog name and/or the Cashlog Service .
- 5.6 In particular the customer undertakes not to seek in any way to alter or modify the functioning of the Cashlog Platform.

## **6. Cashlog Obligations**

Cashlog shall try during the term of this Agreement to:

- 6.1 supply, install and keep functional the technological interface necessary to correctly manage customer's requests (activation/identification/deactivation of the Cashlog Service ), sending notifications via sms, as well as the connection between customers and network operators in order to make the latter billing the costs of the Products.
- 6.2 to use sources, systems and technologies of high quality comparing with the market standard, in order to allow the customer to use the Cashlog Service according to this Agreement.
- 6.3 to supply a first level customer care service to customers for matters strictly connected to the billing processed by network operators available by calling: the local rate phone number 214152190 or by sending an e-mail to: support\_za@cashlog.com.

## **7. Limitation of liability and Indemnification**

### *7.1 Liability for Products*

- a) To the fullest extent permitted by law Cashlog cannot under any circumstances be held liable in the event that Products purchased by the customer are not compliant with applicable law or codes of practices. Cashlog, therefore cannot undertake to verify the compliance of Products with the applicable law or the nature, quality or quantity of the same or may not be liable for any use of Products by the customer and does not guarantee and therefore accepts no liability whatsoever in case of interruption of the access to Products for any reason beyond the control of Cashlog;
- b) Cashlog cannot be held liable if Products do not correspond in nature, quality and quantity to the Products offered to customers. In any event Cashlog cannot be held liable for undelivered Products to the customer, both for technical reasons and because Products requested by the customer are not in existence or available anymore. For this purposes the customer should contact the Product provider directly.

### *7.2 Liability for Cashlog Service*

- a) Cashlog is not liable for any direct or indirect damage arising or relating to the provision of the Cashlog Service;
- b) Cashlog cannot be held liable for any use of the Cashlog Service by the customer not compliant with any provision of this Agreement.

### *7.3 Indemnification*

- a) The customer undertakes to keep Cashlog harmless and indemnified from and against any claim and damage including economical, arising or related to the breach, for any reason, by the customer of the warranties and obligations undertaken in this Agreement;
- b) Cashlog is not liable for any failure to perform by a third party to this Agreement.

## 8. Updates of the Cashlog Service

Cashlog may change the format of the Cashlog Service at its sole discretion in whole or in part in order to enhance the Cashlog Service or its content.

## 9. Intellectual Property Rights

- 9.1 All intellectual or industrial rights, including but not limited to trademarks, industrial secrets, copyright, Cashlog and the Cashlog trade names and domain names are and shall remain the exclusive property of Cashlog.
- 9.2 The customer does not acquire on his behalf or on behalf of third party any right on creativeness, trademarks, domain name or logo of Cashlog or related to the Web Sites by using the Cashlog Service.
- 9.3 It is agreed that Cashlog does not assign to the customer any right related to a merchant or Carrier trade marks and logo.
- 9.4 Each unauthorized use or infringement of trademarks, logo or distinctive signs of Cashlog, merchants and telecom operators can be prosecuted according to the applicable law by the respective parties.

## 10. Term and Termination

- 10.1 Acceptance of this Agreement is confirmed by clicking the terms and conditions acceptance button on the Web Site or from the date of first use of the Cashlog Service by the customer and will be terminated, for registered customers from the date of cancellation from Cashlog and for non-registered customers from the end of use of the Cashlog Service .
- 10.2 Cashlog shall have the right to suspend or interrupt the provision of the Cashlog Service and to terminate this Agreement in whole or part without liability by sending a written communication by email in the event of any breach by the customer of any obligation of clause 5 or any obligation indicated in this Agreement or for any event of force majeure occurred or in case of suspension or interruption of the Cashlog Service because of telecom operators, governing body or regulator requests.
- 10.3 Cashlog shall have the right to close the customer account and terminate the provision of the Cashlog Service at any time upon written notification to the customer to that effect if the customer: (a) has entered false, incomplete or inaccurate data and information in the registration form, and/or (b) breaches the terms and conditions of this Agreement, and/or (c) breaches any applicable law, statute or code of conduct.
- 10.4 The access to and use of the Cashlog Service is free. Payment is only required for purchasing of the Products.

## 11. Processing Personal Information

Any Personal Information processing is carried out in accordance with the Cashlog Privacy Policy available at [www.cashlog.com](http://www.cashlog.com).

## 12. General

- a) **Force Majeure:** Neither Cashlog nor a merchant shall be liable for any delay in performing its respective obligations herein where such breach or failure resulted from any Force Majeure event. For these purposes a Force Majeure event shall be considered to be any circumstances beyond the reasonable control of a party including without limitation, acts of God, earthquakes, fire, flood, war, insurrection or civil disorder, requirements imposed by or pursuant to government regulation, any regulatory authority, or civil or military authorities, inundation, riot, uprising, strikes, including company, lockouts, delays in transport, embargo, bans and prohibitions imposed by any authority or the acts and/or omissions of the network operator or network or any merchant for the supply of any Products on their behalf;
- b) **Waiver:** No delay or omission by Cashlog in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.

- c) **Assignment and Sub-contracting:** You may at any time assign or sub-contract its rights and/or obligations herein in whole or in part except as set out herein without the prior written consent of Cashlog;
- d) **Notices:** All notices to be in writing, hand delivered or sent by pre-paid first class letter post or facsimile transmission to the address set out above or any such other address or facsimile number as notified to the other in writing. Any notice shall be deemed served if hand delivered at time of delivery; if posted 10 (ten) days thereafter; and if sent by facsimile transmission, when sender's facsimile system generates message confirming successful transmission of total number of pages of the notice during normal business hours in South Africa;
- e) **Entire Agreement:** This Agreement contains the whole agreement between the parties and supersedes all prior agreements, arrangements and understandings. All amendments must be upon written agreement of both parties;
- f) **Severability:** Any provision hereof found by a court of competent jurisdiction to be illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition and shall be replaced by an enforceable provision to the same or the nearest possible equivalent effect to the fullest extent permitted by law;
- g) **Relationship:** Nothing contained herein shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall either party create any obligation or duty on behalf of the other party;
- h) **Third Party Rights:** Only the parties and their successors and permitted assignees shall have a right to enforce any provision of this Agreement;
- i) **Governing Law and Disputes:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. You irrevocably agree that the courts of the Republic of South Africa shall have exclusive jurisdiction to resolve any dispute or claim of whatever nature arising out of or in relation to the Cashlog Service, and that the laws of the Republic of South Africa shall govern any such dispute or claim. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of our intellectual property rights or breach of this Agreement is taking place or originating. You are responsible for compliance with any applicable laws and regulations of the jurisdiction from which you are accessing or using the Cashlog Service and/or the Products whether in whole or part.
- j. **WASPA:** Buongiorno South Africa (Pty) Limited is a member of WASPA and is bound by the WASPA Code of Conduct. Customers have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. Buongiorno South Africa (Pty) Limited may be required to share information relating to a service or a customer with WASPA for the purpose of resolving a complaint. WASPA web site: [www.waspa.org.za](http://www.waspa.org.za).

**Customer Service:** If you have any questions concerning this Agreement please contact:

**Customer Service:** Cashlog South Africa, PO Box 8256, Roggebaai, 8012, Western Cape, South Africa

**Helpline:** 214152190 (local call charge rate) / Opening Hours: Monday to Friday from 9:00 to 17:00 (local time)

**Email:** [support\\_za@cashlog.com](mailto:support_za@cashlog.com)

**Text:** With regards to any subscription service please send STOP to the short code indicated in the welcome SMS or go to <https://www.cashlog.com/customer/track-purchase-status> to unsubscribe at anytime.

**Last updated: March 2015**