

Avo clients



Terms and conditions

These terms and conditions form a binding agreement between Nedbank Limited, trading as Avo (in both instances **we**, **us** or **our**), and any person who uses or registers on the Avo app. By accessing the app, you confirm that you accept and agree with these terms and conditions.

These terms and conditions also incorporate the Avo Loyalty and Rewards Programme. Membership is automatic when you sign up and create a Wallet on the Avo client app. The programme lets you earn Avo Points for certain activities on Avo, as we set out in the terms and conditions below.

In addition to sales you conduct in our own name, we also facilitate the sale of a large range of goods and services – including electronics, fashion, travel packages, experiences (events) and other services – from authorised third-party providers. We will let you know on product and checkout pages when goods and services are for sale by a specific third-party provider.

A Important notice

- i These terms and conditions apply to registered users who are also known as consumers in the Consumer Protection Act (CPA), 68 of 2008.
- ii These terms and conditions have rules that appear in similar text and style to this clause and that:
 - **may decrease the risk or loss to Avo or a third party;**
 - **may increase the risk of loss for the registered user; and**
 - **serve as an acceptance by the registered user of a fact.**
- iii If you do not understand any part of these terms and conditions, you must ask Avo (at hello@avo.africa or 0860 100 833) to explain it to you before you accept these terms and conditions or continue using the app. There is nothing in the terms and conditions that intends to restrict, limit or avoid unlawfully any right or obligation for you or Avo in terms of the CPA.

You agree to the following:

1 Registration and use of the app

- 1.1 Only registered users may order goods and services on the app.
- 1.2 **You will not share your account username, password and PIN (login details) with anyone.**
- 1.3 **For security purposes you will enter the correct login details whenever ordering goods or services, and if you do not, we will deny you access.**
- 1.4 **You will be responsible for payment for an order once your correct login details have been entered and a purchase made, whether you or someone else used your login details, unless you cancel the order in line with these terms and conditions.**
- 1.5 **You will let us know immediately if you become aware that your login details have been used without your authorisation by contacting us at hello@avo.africa or on 0860 100 833. You will also take steps to prevent or limit any resulting loss or harm.**
- 1.6 **You are at least 18 years old and do not need a guardian or parent to sign for you. If you are under 18 or cannot sign your legal documents, you will use the app only under the supervision of your parent or legal guardian, who will then be responsible for everything you agree to in these terms and conditions.**
- 1.7 You will not tamper with the app in any way and will not copy, distribute or change the app. If you want to make a change to the app or distribute any part of it, you will first get written permission from us before taking any action.
- 1.8 You will not use the app to send out any material that is defamatory, offensive or unlawful or contains hate speech.
- 1.9 You will first get written permission from us if you plan to display, publish, copy, print or post any of the information on the app.

2 Conclusion of sales and availability of stock

- 2.1 Only registered users may place orders for goods and services, which we and the third-party providers may accept or reject based on:
 - 2.1.1 the availability of goods and/or services;
 - 2.1.2 the accuracy of the description of the goods or services; and
 - 2.1.3 confirmation of a payment or whether we authorise payment for the goods and services. third-party provider
- 2.2 We and the third-party provider will indicate that we accept your order when we receive payment confirmation or reservation for the goods or services and at this point an agreement of sale between you and us or the third-party provider will come into effect (**the sale**). We or the third-party provider will reject your order by cancelling it and, as soon as possible after that, we will refund you for any amount you have already paid.
- 2.3 You will need to enter the accountholder's television (TV) licence number and identity number when buying a TV set on the app. You may buy the TV on the app, but delivery will take place only when you provide a valid TV licence. If you do not provide a valid TV licence number, we will cancel your order.
- 2.4 If you save goods or services for later on, then come back to buy them and find that the price has changed or the goods or services have been removed from the app altogether, you cannot hold us or the third-party provider liable for this.
- 2.5 Stock of all goods or services on offer is limited and prices may change at any time without notice to you. Prices cannot change once you have placed an order. When goods or services are on sale, we will take reasonable steps to ensure that stock levels are monitored and that goods or services that are out of stock are removed from the app. We cannot guarantee stock availability. If goods or services are no longer available after you have placed an order, we will notify you.
- 2.6 Vouchers are available only in denominations as advertised on the app.

3 Food or takeaway orders

- 3.1 At the time of ordering you must give your delivery address. You will then have a selection of restaurants. You may order food from only those restaurants that fall within the prescribed area (as we determine it from time to time) surrounding your given address.
- 3.2 You may have the option to have the food delivered to you or to collect the food from the restaurant or send someone to do so for you. If you choose to have the food delivered to you, our courier will make the delivery.
- 3.3 If you do not get the option of delivery, you can order food on the app for self-collection.
- 3.4 We will indicate on the relevant product and checkout pages in the app which restaurant sells which food items. You can order food from only one restaurant at a time.
- 3.5 You can place orders for food from only a restaurant that is open for business. We may at any time suspend or terminate the availability of a restaurant, menu or menu item on the app, at our sole discretion.
- 3.6 You acknowledge that, even as you can order the food on the app, you place such an order with the restaurant. The sale of food (formed when an order is accepted as set out in clause 3.2) is solely between you and the restaurant. Neither we nor any party attending to the delivery (if applicable) is a party to the sale of the food.
- 3.7 We are not the buyer or the seller of the food you buy. Any complaints or claims you may have about the food will be against the restaurant. If you want to raise a claim or complaint, please contact the Avo Support Team. They will put you in touch with the restaurant in question.
- 3.8 For each order you will be charged:
 - 3.8.1 the total food price by the relevant restaurant; and
 - 3.8.2 a courier delivery service fee if you opt for delivery.
- 3.9 For every completed order we will give you a receipt that you can view under your order by clicking on **My orders** on the app. The receipt shows any fees we have charged for the completed order, which include the total price of the food you bought as a line item.

4 Third-party providers (including restaurants)

- 4.1 Over and above sales conducted in our own name, we have partnered with third-party providers and restaurants to sell goods and services (which in these terms and conditions always include food) on the app. We will clearly state on relevant product pages and checkout pages which third-party provider or restaurant is selling which goods and services.

- 4.2 We only provide the platform to allow transactions between third-party providers (and restaurants) and you. We are not the buyer or the seller of these goods and services, unless otherwise stated (in line with clause 4.1). Any claims you may have for goods or services will be against the third-party provider or the restaurant.
- 4.3 The sale formed when your order is accepted (in line with clause 2)
- 4.3.1 Goods or services (including food) that a third-party provider or a restaurant sells is therefore solely between you and the third-party provider or the restaurant – we are not a party to that sale. But we will facilitate the process of resolving payment-related and other queries that you might have, in line with applicable rules.
- 4.4 We are responsible for ensuring that we or the third-party provider delivers the goods or services.
- 4.5 Where the third-party provider is delivering, the agreement for the delivery of the goods or services is solely between that third-party provider and you, and we are not a party to that agreement.
- 4.6 You will see the cost of delivery at checkout. We accept no liability for any delays, losses, damages or disputes of any nature for deliveries that third-party providers carry out directly.

5 Third-party provider of travel packages

- 5.1 All travel packages will be sold in line with the terms and conditions of the third-party provider of travel, and those terms and conditions are on the app.
- 5.2 If there is anything you do not understand in the travel partner's terms and conditions, you must contact us for more information.

6 Payment

- 6.1 You can pay for goods and services by using the available money in your Avo Wallet or by using your debit or credit card.
 - 6.1.1 You understand that use of the services offered on the app may result in charges to you for the goods or services you receive from us or a third-party provider.
 - 6.1.2 After you have received goods or services through your use of the app, we will facilitate your payment of the applicable charges on behalf of the third-party provider as the third-party provider's limited-payment collection agent.
 - 6.1.3 Payment of the charges in this way will be considered the same as payment you make directly to the third-party provider.
 - 6.1.4 You acknowledge and agree that charges applicable in certain geographical areas may increase substantially during times of high demand. We will make a reasonable effort to inform you of charges that may apply, but you will be responsible for charges you incur under your account regardless of whether you know of these charges or their amounts.
- 6.2 Where applicable, we or the third-party provider will give you a tax invoice for all purchases you make.
- 6.3 You may cancel your request for services or goods from a third-party provider at any time before the third-party provider's arrival, in which case you may be charged a cancellation fee.
- 6.4 You understand and agree that, while you are free to provide additional payment as a gratuity to any third-party provider who provides you with goods or services obtained through the app, you are under no obligation to do so.

7 Avo Wallet

- 7.1 You can use your MobiMoney wallet (here referred to as the Avo Wallet) to make and receive payments on Avo.
 - 7.1.1 If you do not already have an Avo Wallet, we will open one for you during the signup process. While we have several other financial products and services, we chose Avo Wallet as the most suitable product for this purpose.
 - 7.1.2 If you already have an Avo Wallet, you will use it when you make and receive payments on Avo.
- 7.2 You can have only one Avo Wallet.
- 7.3 To perform any transaction on your Avo Wallet, you will need your PIN.
- 7.4 You must keep your PIN secret and not share it with anyone. We will not be liable if you give your PIN to anyone.

- 7.5 You will authorise Avo Wallet transactions using your PIN and, unless we receive notice from you not to, we will accept all authorised transactions, even if they are actually made without your authorisation.
- 7.6 You can use your Avo Wallet for the transactions listed in the menu.
- 7.7 We reserve the right to reject a transaction in certain circumstances.
- 7.8 If a transaction cannot be completed, you will receive an error message explaining why.
- 7.9 You will see the fee for each transaction with the details of the transaction and we will deduct it from your Avo Wallet as well as process the transaction. Your new balance after the transaction will be available on the app.
- 7.10 Fees include applicable taxes.
- 7.11 We can change fees for applicable transactions.
- 7.12 We will give you regular account statements.
- 7.13 A transaction history of the past 10 transactions is available on the menu.
- 7.14 We will pay no interest on credit money in an Avo Wallet.
- 7.15 The information you give to us about yourself must be accurate. You must notify us immediately if your details change.
- 7.16 You must not use your Avo Wallet to commit any offence.
- 7.17 We can suspend, restrict or terminate your Avo Wallet if:
 - 7.17.1 your Avo account or Wallet is used in an unauthorised, unlawful, improper or fraudulent way or for criminal activities; or
 - 7.17.2 you do not comply with these terms and conditions.
- 7.18 We may be forced by law to freeze your Avo Wallet or to reject a transaction if it is reasonably suspected that your Avo Wallet has been, is being or may be used to receive or send money in connection with any criminal or fraudulent activity.

8 Cooling-off periods

- 8.1 In terms of the Electronic Communications and Transactions Act (ECTA), 25 of 2002, you are entitled to the following cooling-off periods:
 - 8.1.1 **For goods**
 - 8.1.1.1 Once you have made a purchase on the app, you are allowed seven days from the date of delivery to cancel your order without a reason.
 - 8.1.1.2 You may be liable for the direct cost of returning the goods.
 - 8.1.2 **For services**
 - 8.1.2.1 You also have seven days to cancel any services from the date you accepted the quote, on condition that the services have not already been supplied.
- 8.2 The cooling-off period in terms of the ECTA does not apply:
 - 8.2.1 to financial services, including investment services, insurance and reinsurance operations, banking services and operations relating to dealings in securities;
 - 8.2.2 to auctions;
 - 8.2.3 to the supply of foodstuffs, beverages or other goods intended for everyday consumption supplied to your home, residence or workplace;
 - 8.2.4 to services that began with your consent before the end of the seven-day cooling-off period;
 - 8.2.5 where the price for the supply of goods or services is dependent on fluctuations in the financial markets and which cannot be controlled by the supplier;
 - 8.2.6 where the goods –
 - 8.2.6.1 are made to your specifications;
 - 8.2.6.2 are clearly personalised;
 - 8.2.6.3 by reason of their nature cannot be returned; or
 - 8.2.6.4 are likely to deteriorate or expire rapidly; or
 - 8.2.7 where you unsealed audio or video recordings or computer software;
 - 8.2.8 to the sale of newspapers, periodicals, magazines and books;
 - 8.2.9 to the provision of gaming and lottery services; or
 - 8.2.10 to the provision of accommodation, transport, catering or leisure services where we or the third-party provider undertakes, when the transaction is concluded, to provide these services on a specific date or within a specific period.

9 Payment reservation functionality

- 9.1 You will need to use the payment reservation functionality on the app for purchases where applicable from us or third-party providers. This enables you, when buying from us or a

- third-party provider, to reserve the amount payable or a portion of it from your Avo Wallet, with this reducing the money in your Avo Wallet by the reserved amount.
- 9.2 We will charge you a fee for the payment reservation service, which we will deduct from your wallet once we have made available and transferred the payment to the third-party provider or service provider.
- 9.3 On your confirmation on the app that you have received the goods in order or that the services have been supplied to your satisfaction, we will transfer the reserved payment to the third-party provider or service provider.
- 9.4 You must give this confirmation on a timeline agreed with the third-party provider and it will be recorded on the app at the time of your entering into the agreement with the third-party provider.
- 9.5 If this timeline is either shortened or lengthened, this update must be recorded on the app and the reservation-of-payment period will either be shortened or lengthened automatically, in keeping with the updated timelines.
- 9.6 For services, if we do not receive the confirmation referred to in clause 9.3 from you, we will release the reserved payment automatically to the third-party provider after a period of seven days.
- 9.7 For goods, if we do not receive the confirmation referred to in clause 9.3 from you, we will release the money reserved automatically to the third-party provider within 24 hours after the third-party provider has confirmed delivery.
- 9.8 For food or takeaway orders, the confirmation referred to in clause 9.3 will not apply and we will release money reserved for food or takeaway orders automatically once the delivery has been completed.

10 Promotional codes and gift vouchers

- 10.1 We may, at our sole discretion, offer promotional codes (promo codes) and gift vouchers that you can buy or redeem to credit your account or benefit in other ways related to the goods and services we or a third-party provider provides.
- 10.2 We may set additional terms for these promo codes and gift vouchers as set out below:
- 10.2.1 We may issue Avo promo codes from time to time that you can redeem by complying with their specific terms.
- 10.2.2 Avo promo codes may be limited to a specified number of uses by you, and such limitations are stated in the specific terms of the promo code.
- 10.2.3 You cannot transfer Avo promo codes to another Avo user.
- 10.2.4 You may not sell, issue, exchange, barter or redeem Avo promo codes or gift vouchers for cash.
- 10.3 You also agree that, when it comes to promo codes and gift vouchers:
- 10.3.1 you may use them only lawfully, only if you are part of the targeted group and only for the intended purpose.
- 10.3.2 you may not duplicate them;
- 10.3.3 we may disable them at any time for any reason without liability to us; and
- 10.3.4 they may expire before you use them (the expiry date is stated in the specific terms of the promo code).
- 10.4 It is and will at all times remain your responsibility to ensure that any promo code or voucher we issue you is kept safe. If your promo code or voucher is compromised or used without your consent or authority, you agree that we will not be held liable for any loss you suffer as a result.
- 10.5 We reserve the right to hold back credits or stop a feature or not allow you to benefit in any other way from using promo codes or gift vouchers if we determine or believe that your use or redemption of promo codes and gift vouchers was in error or that you used them unlawfully, fraudulently or in a way that breaks their terms or these terms and conditions.

11 Disputes and complaints

Complaints

- 11.1 It is our responsibility to make sure that you, as an Avo user, have a safe and consistent user experience. We therefore want to hear if you have any queries or complaints.
- 11.2 If you have a query or complaint, you can contact the Avo Support Team by:

- using the chat function on the Avo app under **Help and support**;
- phoning 0860 100 833; or
- sending an email to hello@avo.africa (always include your name and contact details).

Always ensure you receive a reference number for your query. We are committed to providing a world-class service. We undertake to investigate your query or complaint and to provide the appropriate resolution, all while keeping you in the loop. If you believe you did not get the appropriate outcome from our internal escalation process and your complaint is about a banking product or service enabled by our e-commerce platform, you can contact the Ombudsman for Banking Services at obssa.co.za or on 0860 OMBUDS (662 837).

The ombudsman is a free service that helps individuals and small businesses resolve disputes with their bank.

- If your query or complaint relates to a product or goods provided through our e-commerce platform, we recommend that you first refer the matter to the third-party provider or merchant (the entity that the complaint is being laid against) by contacting that third-party provider's customer care line or department directly. And if you are still not satisfied with the outcome, you can approach the National Consumer Commission (NCC) or the Consumer Goods and Services Ombudsman (CGSO) for help.

The NCC's contact details are as follows:
 Website: thencc.gov.za
 Contact centre: 012 428 7000
 Email: complaints@thencc.org.za

The CGSO's contact details are as follows:
 Website: cgso.org.za
 Contact centre: 0860 000 272
 Email: info@cgso.org.za

- If the query or complaint requires us to replace, or refund you for, a product or goods you bought via Avo, we will handle any returns of the product or goods under the CPA or the ECTA according to our Returns Policy, which you can find under **Legal notices** on the app.

Disputes

- 11.3 If there is a dispute between you and the third-party provider or merchant, you or the third-party provider or merchant can contact us via any of the contact methods given below and one of our support team agents will communicate with you and the third-party provider or merchant to arrive at a mutually acceptable resolution of the matter:
- Use the chat function on the Avo app, under **Help and support**.
 - Phone 0860 100 833.
 - Send an email to hello@avo.africa (always include your name and contact details).
- 11.4 If the dispute remains unresolved despite clause 11.3 being followed, Avo will appoint an independent service provider with expertise in the specific field to assess the workmanship forming the subject matter of the dispute. Regarding the independent service provider, you confirm that:
- the fees for the assessment will be shared equally between you and the third-party provider or merchant if applicable.
 - the finding of the independent service provider will be binding on you and the third-party provider or merchant if applicable; and
 - based on the outcome of this assessment, we will transfer the reserved payment to you or the third-party service provider.

12 Deliveries

- 12.1 We have partnered with a courier to deliver goods to you.
- 12.2 We deliver within South Africa only, so please provide a delivery address within South Africa when making purchases. The goods will be delivered to you at a fee you will see on the checkout page. You will receive an order confirmation in an email, including a tracking number so that you can track your delivery on the app. This may change in the future and we will let you know if it does.

- 12.3 To make deliveries, we need to share your information (full names, contact details and address) with the courier. We will do so in line with the Protection of Personal Information Act, 4 of 2013.
- 12.4 While it is our responsibility to deliver the goods to the address you have specified for delivery, we are, however, not responsible for any loss or unauthorised use of the goods once they have been delivered to the address you have specified in your order.

13 Delivery of goods

- 13.1 We will include the delivery fee in the final shopping basket price and you will have to accept this price on checkout to complete the transaction.
- 13.2 When we accept your order, our courier will deliver the goods or items you bought to you as soon as reasonably possible, generally within three to seven business days. This delivery period may vary depending on the type and availability of the goods.
- 13.3 The goods will be delivered according to each order number; you may receive multiple deliveries in one basket ordered.
- 13.4 If you place an order during peak times like Black Friday or Cyber Monday, our delivery period may be longer. We will show this extended delivery period on the checkout page.
- 13.5 Delivery will occur from Mondays to Fridays between 08:00 and 17:00 at the delivery address you selected and you have to show your identification and sign for the delivery, or someone you have appointed to take the delivery on your behalf must do this.
- 13.6 We will not be liable, subject to the provisions of the CPA, when and if applicable, for any loss or damage you may suffer if goods are not delivered within the delivery period specified above.

14 Delivery of food or takeaways

- 14.1 We will include the delivery fee in the final shopping basket price and you will have to accept this price on checkout to complete the transaction and have your order placed.
- 14.2 When your order is ready, our courier will collect the order from the third-party provider or restaurant and deliver the food or takeaway to the specified address as soon as reasonably possible.

15 Errors

- 15.1 We will take all reasonable steps to show accurate descriptions, availability, purchase prices and delivery charges of goods or services on the app. We are not liable for any loss or expense relating to a transaction due to any unintentional errors on the app that are not due to our gross negligence or wilful misconduct.
- 15.2 We will not be bound by any incorrect information regarding our products displayed on any third-party apps.
- 15.3 We reserve the right to correct at any stage all errors and omissions of the advertised prices of goods, services, delivery fees and additional delivery fees.

16 Costs

- 16.1 You may be charged for transactions across bank accounts and withdrawals.
- 16.2 Data charges when using the app may apply.

17 Privacy

- 17.1 We take your privacy and the security of your personal information seriously. You can find out more about this in our **Privacy Notice**, which you can read under the **Legal notices** tab.
- 17.2 By accepting these terms and conditions, you give us consent to process your personal information regarding products and services you take up with us, subject to our Privacy Notice and in line with applicable laws.
- 17.3 By giving us consent to process your personal information, you also acknowledge that you understand the purposes for which we need it: to meet our obligations under an agreement with you and to help us allocate a product and/or service offering that is best suited to your needs.

18 Changes to these terms and conditions

- 18.1 We may, at our sole discretion and at any time, change these terms and conditions. It is your responsibility to check these terms and conditions. If you are not satisfied with the new changes, you must stop using the app.
- 18.2 Any changes will apply only after we have shown the change to the terms and conditions on the app. If you continue to use the app after we have changed these terms and conditions, we will assume that you have accepted the changes.

19 Electronic Communications and Transactions Act

- 19.1 When you launch the app or send emails to us, you consent to receiving communications from us or any of our divisions or partners electronically in line with our Privacy Notice as stated in clause 17 above.
- 19.2 You will receive direct marketing only if you have agreed to this.
- 19.3 You are not allowed to send us any notice or legal document by email.
- 19.4 In terms of Chapter 3 of the ECTA, by visiting our website or communicating with us electronically, you acknowledge that all agreements, notices, disclosures and other communication we send adhere to any legal requirement, including the requirement that the communication should be in writing.
- 19.5 We may send any other communication to you by the communication method you chose on the application form, and you can update the communication method from time to time.

20 Ownership and copyright

- 20.1 The app content – including any material, information, data, software, icons, text, graphics, layout, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks that are displayed on or incorporated in the app – is protected by law, including copyright and trademark law. The app content is our property or that of our advertisers or sponsors or is licensed to us.
- 20.2 You will not acquire any right to the app or the app content.
- 20.3 You may not use, distribute or reproduce the app content unless this is expressly authorised in terms of these terms and conditions or otherwise provided for in law. To get permissions for the commercial use of any app content, contact us at hello@avo.africa. We will try to answer as soon as possible. If we do not respond in writing in five business days, this will mean we have not agreed to your request.
- 20.4 If any of the app content has been licensed to us or belongs to any third party, your rights to use it will need to be in line with any terms and conditions set out by the licensor or third party. You agree to comply with those licensor or third-party terms and conditions.

21 Linking to third-party apps

- 21.1 The app may contain links or references to other apps, including those of advertisers (third-party apps), which we have no control over. These terms and conditions do not apply to third-party apps. We are also not responsible for the practices and privacy policies or cookies that the third-party apps use.
- 21.2 Although the app may give links to third-party apps, we are not liable for any expense, claims, damage or loss resulting from your use of any third-party apps or your reliance on any information you receive from them.

22 Limitation of liability

- 22.1 We cannot be held liable for any inaccurate information published on the app or any incorrect prices displayed on the app, except where the liability results from our incompetent or wilful misconduct or that of our employees, agents or authorised representatives. Please contact us to report any possible malfunctions or errors at hello@avo.africa.
- 22.2 We will not be liable for any direct, indirect, incidental, special or consequential loss or damage that might result from your use of or your reliance on the app or app content, or from your inability to use the app, or unlawful activity on the app or any linked third-party app.
- 22.3 You indemnify us against any loss, claim or damage that you may suffer, or any third party may suffer, resulting in any way from your use of this app and/or any linked third-party app.

23 Availability and termination

- 23.1 We will try our best to ensure that the app is always available, except during scheduled maintenance periods, and are entitled to discontinue providing the app or any part of it with or without notice to you.
- 23.2 We may terminate, suspend or modify this app at any time, with or without notice to you. You agree that we will not be liable to you if we suspend, modify or terminate this app other than for processing any orders you made before such time to the extent possible.
- 23.3 If you do not comply with your obligations under these terms and conditions, including any incident involving payment of the price of an order for any goods or services, we may (at our sole discretion and with or without notice to you) suspend or terminate your access to the app without any prejudice to any claims for damages or otherwise that we may have against you.
- 23.4 We are entitled – for purposes of preventing suspected fraud or where we suspect that you are abusing the app or have created multiple user profiles to take advantage of a promotion, voucher or coupon that you are allowed to use only once-off – to blacklist you on our database (including suspending or terminating your access to the app), refuse to accept or process payment on any order, or cancel any order concluded between you and us or the third-party provider, in whole or in part, once we have given you notice. We will be liable to refund only money you have already paid (see our Returns Policy) and we accept no other liability that may result from this blacklisting or refusal to process any order.

24 Governing law and jurisdiction

- 24.1 These terms and conditions and our relationship or any dispute resulting from or in connection with these terms and conditions are governed and interpreted in line with the laws of South Africa. Your continued use of the app means you agree and submit yourself to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like started by either party against the other resulting from any of these terms and conditions.
- 24.2 If any dispute arises between you and us, you consent to the non-exclusive jurisdiction of the High Court of South Africa (South Gauteng Division, Johannesburg) despite the size of the action or proceedings possibly falling below the monetary jurisdiction of that court.
- 24.3 Nothing in this clause or these terms and conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

25 Notices

- 25.1 We hereby choose 105 West Street, Sandton, South Africa, as our *domicilium citandi et executandi* for the service of all formal notices and legal processes in connection with these terms and conditions. Please address all correspondence to the Head: Legal.
- 25.2 We may change this address from time to time by updating these terms and conditions.
- 25.3 You choose the delivery address specified in your order as your *domicilium citandi et executandi*, but you may change it to any other physical address by giving us not less than seven days' notice in writing.
- 25.4 You or we must send notices either by hand, prepaid registered post or fax and they must be in English. You and we accept that if either sends a notice to the other:
- 25.4.1 by hand, it will be considered received on the date of delivery;
- 25.4.2 by prepaid registered post, it will be considered received 10 days after the date of posting;
- 25.4.3 by fax before 16:30 on a business day, it will be considered received on the date of successful transmission of the fax, and all faxes sent after 16:30 or on a day that is not a business day are received on the following business day; and

26 Information

- 26.1 For the purposes of the ECTA our business information is as follows and should be read together with our product descriptions and other terms and conditions on the app:
- 26.1.1 Main business – online retailer.
- 26.1.2 Physical address for receipt of legal service – 105 West Street, Sandton, South Africa, or PO Box 1144, Johannesburg, 2000.
- 26.1.3 Email address – hello@avo.africa.
- 26.2 The Promotion of Access to Information Act, 2 of 2000, manual is available on the app under **Legal notices**. Third-party providers' information is available in the relevant product listing or at the client support centre, contactable at hello@avo.africa.

27 General

- 27.1 We may – at our sole discretion and at any time, for any reason and without prior written notice – suspend or terminate the operation of the app or your right to use the app or any app content, on condition that we process any orders you made before such time to the extent possible.
- 27.2 You may not cede, assign or otherwise transfer your rights and obligations under these terms and conditions to any third party.
- 27.3 Any failure by you or us to enforce any right under these terms and conditions will not mean we give up (i.e. waive) that right.
- 27.4 If we do not use, or we delay in using, or we relax our use of, or we grant you an indulgence in our use of a power or right that we have under this agreement, it will not mean that we give up that power or right and it will not change or cancel any provision of these terms and conditions.
- 27.5 If any provision in these terms and conditions is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 27.6 These terms and conditions, including any changes to them as may be shown on the app, make up the whole agreement between you and us and no other warranty or undertaking is valid, unless contained in this document.

28 Avo by Nedbank Loyalty and Rewards

- The Avo by Nedbank Loyalty and Rewards Programme (**the programme**) is a programme we own, operate and manage.
- We either own or license all intellectual property and you may not use it without our prior written consent.
- Your Avo online application, the disclaimer and Privacy Notice on our website and any other terms and conditions relating to the use of your Nedbank products and the programme, including terms and conditions of our spend and earn partners, will form the entire agreement between you and us regarding your participation in the programme.
- By participating in the programme, you admit and acknowledge that you have read, understood and agreed to the terms and conditions referred to above, as applicable from time to time, relating to the programme and that you have consented to our sharing certain personal information of yours with affiliate parties in the ordinary course of our business.

28.1 Interpretation

- 28.1.1 The headings of the clauses in these terms and conditions are for your convenience and reference only, you must not use them in interpreting these terms and conditions, and they do not change or amplify these terms and conditions. Unless the context indicates otherwise, words importing:
- 28.1.2 any one gender includes the other two genders.
- 28.1.3 the singular includes the plural and vice versa; and
- 28.1.4 persons include created entities (corporate or unincorporated) and the state and vice versa.
- 28.1.5 The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation will not apply to these terms and conditions.

28.2 Definitions

The following terms will have the meanings assigned to them and related expressions will have the following corresponding meanings:

- 28.2.1 **Avo Points:** the points that Avo issues, that you earned and spend in line with the programme, and the value of which we will determine from time to time.
- 28.2.2 **Avo Account:** an account we opened in the name of an accountholder on registration on Avo.
- 28.2.3 **Avo Point conversion rate:** the rate we apply to convert Avo Points to rand value for goods or services that our spend partners provide.

- 28.2.4 **Avo Points Account:** the account that is linked to any Avo account and that will show the number of Avo Points earned.
- 28.2.5 **Avo loyalty point exchange:** the feature on Avo that allows for the conversion of loyalty points from a participating loyalty partner to Avo Points at the point exchange rate of that loyalty partner.
- 28.2.6 **Loyalty partner:** a loyalty point provider that participates in the Avo loyalty point exchange.
- 28.2.7 **Loyalty partner point exchange rate:** the rate we apply to convert loyalty points from a specific loyalty partner to Avo Points.
- 28.2.8 **Avo Points gift voucher:** a gift voucher that is issued, sold and redeemed on the Avo app for Avo Points.
- 28.2.9 **Avo promotional code (promo code):** a code with specific terms that is issued and redeemed on Avo.
- 28.2.10 **Consumer wallet:** the Avo Wallet we issue to an individual for use on the Avo platform.
- 28.2.11 **Earn partner:** an institution that we have contracted with to give you additional Avo Points based on eligible behaviour.
- 28.2.12 **Earn rate:** the number of Avo Points you will earn per cash unit of eligible spend, as we specify from time to time.
- 28.2.13 **Eligible product:** a product that can be linked to the programme so you can earn Avo Points from buying it.
- 28.2.14 **Eligible spend:** all spend (local and international purchases) from your Avo Wallet, excluding delivery, cash withdrawals, casino chip purchases, fuel purchases, finance or other card charges, fees or taxes we levy or the government levies, purchases of travellers cheques or other negotiable instruments, insurance premiums and internet transfers or payments [electronic funds transfers (EFTs)] from your account.
- 28.2.15 **Party/Parties:** you or us/both you and us, respectively.
- 28.2.16 **Spend partner:** an institution that we have contracted with to give you goods or services on the programme.
- 28.2.17 **Programme:** the programme you registered for and in terms of which you earn Avo Points.
- 28.2.18 **Transaction:** any commercial transaction, including payment for goods and services related to your Avo Point Account.
- 28.2.19 **We/Us/Our:** Nedbank Limited, registration number 1951/000009/06, with the address Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196.
- 28.2.20 **You/Your:** the Avo accountholder.

28.3 Your Avo Points Account

- 28.3.1 You are automatically entered into the programme when you register on Avo and obtained the Avo Wallet.
- 28.3.2 Because we are offering the programme as a financial institution, there are certain identification and authentication requirements we must follow.
- 28.3.3 Your Avo Points Account cannot have a debit balance, so you cannot spend more Avo Points than you have in this account'.

28.4 Earning of Avo Points

- 28.4.1 We, at our sole discretion, determine the earn rate and earn rules, which may change from time to time. We will notify you of any changes within a reasonable period.
- 28.4.2 We may at any time and at our sole discretion determine the limit on Avo Points, which we may change from time to time. We will notify you of any changes within a reasonable period.
- 28.4.3 You may earn Avo Points on certain promotions offered by an earn partner, and you may earn Avo Points when you buy a eligible product or service of ours from time to time.
- 28.4.4 You will not earn Avo Points when you pay directly by card. You will earn Avo points only on payments you make from your Avo Wallet.
- 28.4.5 You will not earn Avo Points for the portion of payment made in Avo Points for any purchase of products or services.
- 28.4.6 You will earn Avo Points when you redeem an Avo Points gift voucher to the value specified on the voucher.
- 28.4.7 You cannot redeem Avo Points gift vouchers for cash.

- 28.4.8 You will earn Avo Points when you exchange loyalty points from a loyalty partner on the Avo loyalty point exchange at the specified loyalty partner point exchange rate.
- 28.4.9 A request to exchange your loyalty points from a loyalty partner for Avo Points on the Avo loyalty point exchange is irrevocable and cannot be cancelled or changed once the exchange request has been made, or the other way around.
- 28.4.10 We will have no liability for points exchanged if a dispute arises between you and a loyalty partner or for any technical reason that is beyond our control. You acknowledge that none of the loyalty partners are our agents.
- 28.4.11 You may not sell, issue, exchange, barter or redeem Avo Points for cash.
- 28.4.12 We and the earn partner decide when you will earn Avo Points and how many you will earn.
- 28.4.13 We reserve the right to debit your Avo Point Account with the relevant Avo Points if a transaction is cancelled or reversed for any reason or if Avo Points have been allocated to you in error.

28.5 Promotional rewards linked to the programme

- 28.5.1 We will communicate with you through our digital channels about what you need to do to participate in the ad hoc competitions that will enable you to win promotional rewards.
- 28.5.2 We will also communicate with you from time to time to inform you about exclusive benefits and/or offers relating to the programme.

28.6 Redemption of Avo Points

- 28.6.1 The redemption rate of Avo Points for the different goods and services that we and our spend partners offer is set out on our Avo Points website and may change without notice.
- 28.6.2 A request to redeem Avo Points is irrevocable and you cannot cancel or change it once you have made it.
- 28.6.3 We will not replace or refund any lost promo codes, vouchers or coupons.
- 28.6.4 The redemption of Avo Points for goods or services is always subject to the availability of the goods or services on the date desired and as determined and negotiated by the spend partner.
- 28.6.5 Our spend partners' prices may change, and we will confirm the value of your Avo Points available to spend.
- 28.6.6 You cannot transfer Avo Points to another Avo user.

28.7 Cancellation, termination and dormancy of your Avo Point Account

- 28.7.1 By giving you written notice, we may at any time and for any reason terminate or cancel your participation in the programme, in which case you will have 30 days to spend your Avo Points, unless you gave up your Avo Points because your Avo Point Account became dormant, or we believed your behaviour was inappropriate or constituted misconduct, or you breached these or any other terms and conditions relevant to the programme.
- 28.7.2 Termination will not affect any instruction you have given to us and that we have not yet carried out, unless you made a fraudulent transaction directly or indirectly, in which case you will immediately lose your Avo Points.
- 28.7.3 We will not be held liable for any damage you or any third party suffered because your participation in the programme was terminated.
- 28.7.4 You may terminate your participation in the programme by informing the call centre or by giving us written notice, in which case you will immediately give up all the Avo Points in your Avo Point Account.
- 28.7.5 If you close your Avo Wallet linked to your Avo Point Account, we will immediately close your Avo Point Account, and you will give up all your Avo Points immediately.
- 28.7.6 If you do not make any purchase on Avo for a period of 12 consecutive months, we will consider your Avo Point Account dormant.
- 28.7.7 We will close your Avo Point Account when your Avo Wallet has been suspended or it is dormant, and you will give up all your Avo Points immediately.
- 28.7.8 In the case of death, insolvency or liquidation your Avo Points cannot be transferred and will expire.

28.8 Avo statements of account and transaction listing

- 28.8.1 You must do the following regarding your statements:
- 28.8.1.1 Inform us in writing or through our call centre if you do not receive or cannot view your statement on our website or the Avo app.
- 28.8.1.2 Scrutinise your statement(s) and notify us within 30 days of the statement date of any inaccuracy or any discrepancy. Otherwise, we will take it that you accept the statement as correct.
- 28.8.2 You may not alter your statement in any way.
- 28.8.3 Your statement will be prima facie proof of the information in it.
- 28.8.4 You can get your transaction listing by logging in to the Avo app or website.

28.9 Liability and indemnity

- 28.9.1 We are committed to ensuring that online transactions are secure, and we may investigate any loss you suffered.
- 28.9.2 You must keep your password, PIN and Avo username confidential, and if you have compromised this information, we will not be liable for any loss or damage you suffered.
- 28.9.3 Although we carefully choose our preferred spend partners, you will carry the risk for any fraud or losses that occur through our spend partners' websites.
- 28.9.4 We will incur no liability if a dispute arises between you and a spend partner about goods or services you bought. You acknowledge that none of the spend partners are our agents.
- 28.9.5 By redeeming your Avo Points, you release us from any liability to you.
- 28.9.6 We will not be liable for any loss or damage you may suffer because we have carried out your instruction or you have participated in the programme, unless the loss or damage results from our gross negligence or intentional misconduct.
- 28.9.7 If there is any loss of connectivity between you and us, including unavailability of the programme, for any technical reason that is beyond our control, we will not be liable to you.
- 28.9.8 We are not liable for any acts or omissions by third parties, including any internet service provider, telephone provider and spend partner, relating to the use of the programme.
- 28.9.9 We will under no circumstances be liable for any consequential, incidental, special or direct loss or damage resulting directly or indirectly from these terms and conditions or your participation in the programme.
- 28.9.10 You indemnify us against any claims by third parties or losses you may suffer because you have participated in the programme.
- 28.9.11 Our spend partners' websites may be linked to our website, in which case we cannot control or make any statement about the legal content of such websites, and we will therefore not be liable for the information on such websites.
- 28.9.12 We do not warrant, endorse or make any statements about the contents, product, service or reliability of any third party's business or security practices and operations.

28.10 Complaints and disputes

- 28.10.1 If you have a complaint, you may contact the Avo Customer Support Team:
- Chat within your app under Help and Support.
 - Phone 0860 100 833.
 - Email hello@avo.africa (always include your name and contact details).
- Always ensure that you receive a reference number for your query.
We are committed to providing world-class service. We undertake to investigate your complaint and give the appropriate resolution, all while keeping you in the loop.
- 28.10.2 We retain the right to start action in any court of law with jurisdiction to get urgent interim relief or to collect outstanding debts due and payable to us.
- 28.10.3 These terms and conditions will be governed by and interpreted in line with the laws of South Africa.

28.11 General

- 28.11.1 Apart from the fact that it is possible to link an instruction to a specific account, it is not possible to verify the actual originator, and you therefore authorise us to act on any instruction claiming to originate from you, even if it turns out that both you and we have

been defrauded by someone else, unless you inform us to the contrary before we act on the instruction.

28.11.2 If we do not use, or we delay in using, or we relax our use of, or we grant you an indulgence in our use of a power or right that we have under this agreement, it will not mean that we give up that power or right and it will not change or cancel any provision of these terms and conditions.

28.11.3 You may not cede, assign, delegate or otherwise transfer any of your rights or obligations under these terms and conditions without our prior approval. At our sole discretion, we may or may not give this approval.

28.11.4 If any provision in these terms and conditions is declared invalid, the remaining terms and conditions will remain in full force and effect, and we will be entitled to update all terms and conditions relating to the programme.