

**Terms and Conditions**  
FOR USE OF TRAVEL CARD SERVICES  
(E-commerce)  
Effective as of February 28, 2020

**All funds deposited into the card holders travel card will be govern by the following rules. By acquiring a travel card, the card holder hereby acknowledge and agree to the following terms and conditions;**

1. After confirmation of funds transferred into the card holders travel card a no refund policy will apply, no refunds or credit voucher will be granted under any circumstances,
2. No refund policy will apply and no liability is accepted for lost or stolen or card lost during any act of criminality.
3. All funds or trips will remain on the travel card until use by the rightful card holder, accept where the policy prescribe forfeiture.
4. As a Client I indemnify SA Transit Connect and its partners from any liability whatsoever for lost or stolen or a card lost during any act of criminality
5. Fraudulent use of the travel card will result in all funds on the card being forfeited and the card hot listed or confiscated and destroyed.
6. No client is allowed to use the card of another client.
7. Subsidised cards shall only be used by the legal cardholder and may not be used by any other customer.
8. The use of a subsidised card by other than the rightful card holder is a criminal offence.
9. It's mandatory for the card holder when travelling to tap on when you start your journey and tap off when you end your journey with the travel card to avoid any penalties.
10. A card holder not tapping on and tapping off will be penalised (fine) or criminally charge according to the offence committed.

## **2. Terms and Conditions: Privacy and Confidentiality**

**As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended FOR by SA Transit Connect. AFTER READING THE T&C'S AND YOU CONTINUE TO USE THE SERVICES YOU ACCEPT LIABILITY FOR YOUR ACTIONS and not as a limitation, you agree not to;**

1. To abuse, harass, threaten, impersonate or intimidate any person;
2. To post or transmit, or cause to be posted or transmitted, any Content that is libellous, defamatory,

obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;

3. To communicate with SA Transit Connect representatives or other users in an abusive or offensive manner;
4. For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction of South Africa where the Services are used;
5. To post or transmit, or cause to be posted or transmitted, any Communication designed or intended to obtain a password, account, or private information from any SA Transit Connect user;
6. To create or transmit unwanted 'spam' to any person or any URL;
7. To create multiple accounts for the purpose of voting for or against users' Visual Content;
8. To post copyrighted Content that does not belong to you, unless you are commenting on Visual Content in Blogs, where you may post such Content subject to providing appropriate attribution to the copyright owner and a link to the source of the Content;

### **3. Copyright and Trademarks**

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### **THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT**

We may modify these Terms, for any reason at any time, by posting a new version on Our Website; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Website following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with Our Website in any way, your only recourse is to immediately terminate use of Our Website.

#### 4. Digital Platform: Terms and Conditions

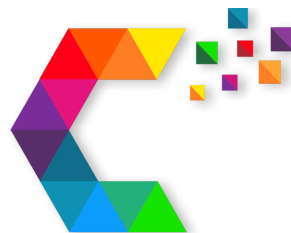
Welcome to our digital platform network. These are our terms and conditions for use of the platform network, which you may access in several ways, including but not limited to the internet Web via the **SA Transit Connect.net**, digital television, PDA, mobile phone and RSS feeds. In these terms and conditions, when we say the "**SA Transit Connect.net**" we mean the digital information network operated by or on behalf of **SA Transit Connect.net** or its parent companies, subsidiaries and affiliates (collectively "**SA Transit Connect.net**"), regardless of how you access the network, as well as any **SA Transit Connect.net** apps whether you access those via a **SA Transit Connect.net** Site or a third party site. However you access the **SA Transit Connect.net** Site, you agree to be bound by these terms and conditions. If you have accessed the **SA Transit Connect.net** Site from any country, you also agree to be bound by these terms and conditions.

#### 5. Limitation of Liability when using our service or purchasing our Products

**NO WARRANTY:** You expressly acknowledge and agree that use of the licensed application is at your sole risk. to the maximum extent permitted by applicable law, the licensed application and any services performed or provided by the licensed application are provided "as is" and "as available"; with all faults and without warranty of any kind, and licensor hereby disclaims all warranties and conditions with respect to the licensed application and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of non-infringement of third-party rights.

No oral or written information or advice given by licensor or its authorized representative shall create a warranty. Should the licensed application or services prove defective, you assume the entire cost of all necessary servicing, repair, or correction.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so note the above exclusion and limitations still apply to you when using the service or product at your own risk.



SA Transit Connect