



Avo Business agreement – terms and conditions

1 Interpretation

- 1.1 These terms and conditions form the agreement between you and Nedbank (**we, us, our**) regarding using the Avo platform (**Avo app, app**) and governs the relationship between you and us.
- 1.2 If you register on the app, you confirm that you accept and agree to be bound by these terms and conditions.
- 1.3 To register on the app, you must be a registered entity, which includes the following:
 - 1.3.1 A business seller who sells goods or provides services to business buyers.
 - 1.3.2 A business seller who sells good or provide services to individual consumers, as defined in the Consumer Protection Act (CPA), 68 of 2008.
 - 1.3.3 A business buyer who buys goods and services from a business seller.
- 1.4 The app enables you to sell your goods and services online to consumers or to business buyers.
- 1.5 This agreement applies to all the business categories outlined in clause 2 below, including the attached schedules and annexures, which set out the specific terms and conditions that apply to the specific business categories.
- 1.6 You must read these schedules and annexures together with this agreement, and it is your responsibility to make sure that you understand each schedule and annexure for each business category that applies to you.
- 1.7 You will be able to access the app only once you have accepted this agreement and we have completed our due-diligence process while onboarding you as a client. We are not a party to the actual sale transaction between you, as a seller, and a consumer or business buyer.
- 1.8 You can register as a business buyer and a business seller, in which case one or more of the schedules will apply to you. You warrant that you have read and understand these schedules, and agree to be bound by them.

1.9 Definitions

In this agreement, the words below means the following:

| | |
|----------------|---|
| agreement | These terms and conditions, together with any schedules and annexures. |
| applicable law | All the legal and regulatory requirements and enactments in the Republic of South Africa, and any other jurisdiction from which the goods are provided, including applicable anti-bribery law (any bribery, fraud, kickback, or other similar anti-corruption law of any relevant country, including the UK Bribery Act 2010) or similar legislation. |

| | |
|--------------------------|---|
| confidential information | Data of any nature, tangible, or intangible, oral or in writing and in any format or medium, which by its nature or content is ought or reasonably ought to be identifiable as confidential and/or proprietary to either party provided or disclosed in confidence. The confidential information will include the following even if it is not marked as being 'confidential', 'restricted' or 'proprietary' (or any similar designation): <ul style="list-style-type: none"> • Information relating to data subjects, business activities and relationships. • Technical, scientific, commercial, financial and market information, methodologies, formulae and trade secrets. • Architectural information, demonstrations, plans, designs, drawings, processes, process maps, functional and technical requirements and specifications, and the data relating thereto. • Intellectual property, including third-party intellectual property, as the context may indicate. • Personal Information. |
| fee | A fee that you have agreed to pay to us. |
| intellectual property | Any know-how (not in the public domain), invention (patented or not), design, trademark (registered or not), or copyright material (registered or not), goodwill, processes, process methodology and all other identical or similar intellectual property that may exist anywhere in the world and any applications for registration of this intellectual property. For the purposes of this definition, 'copyright material' means any material in which copyright subsists. |
| losses | All losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims, and all related costs and expenses, including reasonable legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties. |
| parties | You and us. |
| personal information | Personal information has the meaning set out in the Protection of Personal Information Act (POPIA), 4 of 2013, and relates only to the personal information of which Nedbank is the responsible party. |
| processing or process | Processing or process has the meaning set out in POPIA. |
| schedule | A schedule with information about the parties and the agreement. |
| subscription fee | The monthly or annual fee that you have agreed to pay to us. |
| you, your | You or your company and (if applicable) any users, employees, contractors, agents or representatives. |
| we, us, our | Nedbank Limited, including Avo by Nedbank. |

2 Business categories

Depending on your business category, the table below shows which schedules apply to you.

| Business category | Schedule 1 (selling to consumers) | Schedule 2 (selling to buyers) | Schedule 3 (buying from sellers) |
|-------------------|-----------------------------------|--------------------------------|----------------------------------|
| Seller | X | X | |
| Buyer | | | X |

3 Registration

- 3.1 To be able to register on the app you must give us certain personal information. You authorise us to verify and process the information that you give us to the extent necessary for your registration and use of the app in line with the Protection of Personal Information (POPI) Act 2013.
- 3.2 To register on the app, you must create an account using your email address or cellphone number. Please make sure that your name appear correctly on the app.
- 3.3 To log in you must enter the email address or cellphone number that you have used to create your account.
- 3.4 You will then receive a one-time password (OTP) via email or SMS that you must enter to proceed.
- 3.5 You must keep your login details secure and not share them with anyone. If you suspect that your login details have been compromised, contact us immediately at hello@avo.africa or on 0860 100 833.
- 3.6 Despite the above, we may rely on the authority of anyone accessing your account or using your login details. In no event and under no circumstance will we be liable to you for any liabilities or damages resulting or arising from:
 - 3.6.1 your account and login details being compromised; or
 - 3.6.2 your account and login details being accessed without your authorisation.

4 Using the app

- 4.1 By using the app, you represent and warrant the following:
 - 4.1.1 All the registration information you gave us is true, accurate, current and complete. If you provide information that is untrue, inaccurate, outdated or incomplete, we have the right to suspend or terminate your account and refuse your current or future use of the app or any portion of the app.
 - 4.1.2 You will maintain the accuracy of your information and update your information immediately if it changes.
 - 4.1.3 You have the legal capacity to enter into and will comply to this agreement.
 - 4.1.4 You are 18 years or older or, if you are a minor, you have the permission of your parents or legal guardians to use the app.
 - 4.1.5 You will not access the app through automated or non-human means, whether through a bot, script, or otherwise.
 - 4.1.6 You will not use the app for illegal or unauthorised purposes.
 - 4.1.7 We may impose restrictions on certain types of goods and services that may be sold on the app, as set out in this agreement.
 - 4.1.8 You will not send out or post any content or material that is false, inaccurate, misleading, deceptive, defamatory, offensive, unlawful or that contains hate speech.
 - 4.1.9 Your using the app will not violate applicable laws or regulations.

5 Security

- 5.1 For security purposes you must enter your correct login details whenever you access the app. If you enter incorrect login details, you will not be able to access the app.
- 5.2 You may use the app to create, update and market your product catalogue. However, you may not tamper with the app in any way and may not copy, distribute or change the app.
- 5.3 If you want to change the format or the display and layout in which you catalogue appears on the app, you must contact us.

6 How the app works

- 6.1 Before we can activate your profile and within seven days of receiving a request from us, you must give us all the necessary information about the good or services that you offer, including your location, operating hours and any certification.
- 6.2 Once your profile has been activated, we will display your offering on the app and make it available to consumers and buyers so that they can place orders and buy goods and services via the app on condition that:
 - 6.2.1 your offering is not in breach of this agreement or the laws of South Africa; and
 - 6.2.2 your offering is compliant with these terms and conditions.
- 6.3 You have no right to claim preferential placement in the listing of establishments on the app, unless we give you a preferential placement at our discretion.
- 6.4 Once your profile has been activated, you must ensure that all the information about your offering is always accurate, appropriate and up to date. We will be entitled to change any information without notifying you if there is an apparent error or inconsistency.

7 Compliance and safety

- 7.1 By using the app, you warrant that you are either:
 - 7.1.1 a provider of food or food-related services that are lawful and not restricted by any laws or bylaws;
 - 7.1.2 a licensed supplier or distributor of alcohol products that are lawful and not restricted by any laws or bylaws;
 - 7.1.3 an authorised seller or licensed distributor of trademarked goods and services;
 - 7.1.4 a provider of products falling within schedule 0 of the Medicines and Related Substances Act, 101 of 1965, sold for general health enhancement and maintenance purposes or the relief of minor symptoms;
 - 7.1.5 a provider with the required licence or certificate to sell certain products or services; or
 - 7.1.6 a service provider that renders services to the public based on professional or previous work experience.
- 7.2 You may not use the app to:
 - 7.2.1 advertise or sell counterfeit goods or items;
 - 7.2.2 advertise or provide services that are not allowed by law; or
 - 7.2.3 sell any of the following –
 - 7.2.3.1 Illegal drugs that include cocaine, cannabis resin, LSD, narcotics, morphine, opium, or any other item listed in a schedule of the Drugs and Drug Trafficking Act, 140 of 1992.
 - 7.2.3.2 Animals, whether alive or dead, or any animal by-products that appear on any global restricted- or sanctioned-goods list. Whether or not an animal by-product appears on a sanction list, we reserve the right to withdraw animal by-products from the app without notice to you if we consider it necessary to do so.
 - 7.2.3.3 Weapons, including guns, gun accessories and bladed weapons, but excluding knives for ordinary home use. We reserve the right to withdraw any weapon-related products from the app without notice to you if we consider it necessary to do so.
 - 7.2.3.4 Compressed gases, including flammable compressed gases found in blowlamps, butane, and cigarette lighters; liquefied gases that can become liquid under pressure at ambient temperatures; dissolved gases that are dissolved under pressure in a solvent; gas under pressure; permanent gases that cannot be liquefied at ambient temperatures; ethane; gas cylinders like camping gas cylinders, whether full or empty; ammonia products; and hydrogen, methane and propane.
 - 7.2.3.5 Toxic and infectious substances including environmental, clinical and medical waste that can cause injury or death.
 - 7.2.3.6 Corrosives (substances that can cause severe damage or destroy other substances with which it comes into contact by means of a chemical reaction). All corrosive substances are prohibited.
 - 7.2.3.7 Explosives.
- 7.3 You warrant that you will adhere to the provisions of clause 7 and agree that you will be liable for any costs if you do not adhere to them, including fines and penalties that regulatory bodies may impose.
- 7.4 If we find that you are operating unlawfully or in breach of this agreement or are selling any prohibited goods, we will terminate your right to sell on the app and will remove your profile from the app.
- 7.5 You indemnify us against any damages or losses that we may suffer because of your breaching this agreement, including fines imposed on us by law.

8 Weight discrepancy disclaimer

- 8.1 We rely on all businesses being of good standing and acting with honesty and integrity when declaring the consignment weight and dimensions in terms of a quotation.
- 8.2 If we discover any discrepancies in the weight and dimensions in terms of your quotation, we will add any additional costs to the fees charged, which you must pay before you provide or once you have provided the goods or services.
- 8.3 Delivery fees are determined according to the weight of the packaged goods or the dimensions provided. If the weight or dimensions of the packaged goods differ to those determined by our Avo Logistics Team after it has been shipped, the recalculated weight or dimensions will apply, and the delivery fee will be recalculated accordingly.
- 8.4 If the recalculated delivery fee exceeds the original delivery fee charged to you, we reserve the right to charge the difference to you.
- 8.5 You must insure all break-bulk and bulk-order items against loss or damage while the goods are in transit.
- 8.6 The insurance costs will be included as part of the shipping or delivery costs to the buyer or the seller, depending on the option that was chosen. (pre-defined Avo or custom shipping costs apply).
- 8.7 You must make sure that you adhere to the packaging and handling rules published on the app.

9 Payments

- 9.1 Payments can be made using one of the following methods:
 - 9.1.1 An electronic funds transfer (EFT).
 - 9.1.2 A debit card.
 - 9.1.3 A credit card.
- 9.2 You authorise us to accept payments on your behalf for all buyer purchases made on the app. Once the order has been fulfilled, we will pay the money to your nominated settlement bank account 7 days after the purchase has been made and the payment will be in line with the pricing schedule, which is available on the Avo website and, by reference, forms part of this agreement.
- 9.3 We reserve the right to suspend certain payment methods on the app.

10 Settlement Account

- 10.1 When you register on the app you must provide us with your nominated settlement bank account details
- 10.2 You may have one settlement bank account per business profile only.
- 10.5 We reserve the right to reject a transaction in certain instances. If a transaction cannot be completed, we will tell you why.
- 10.6 You will see the applicable charges for each transaction, which we will deduct from your settlement account at the time of the transaction. Thereafter you will see your balance.
- 10.7 We may change fees for certain transactions and if we do so, we will let you know in advance. Fees include applicable taxes.
- 10.8 We will give you regular account statements and the history of your past 10 transactions will be available on the Avo menu.
- 10.9 You agree that we may, without notifying you, set-off any amount that you owe us from whatever cause against any funds you have in your settlement account with us. However, if your settlement account does not have sufficient funds to cover any money owing to Us, we will still have the right to claim from you any amount that is due and payable to Us under this agreement. In such case, the funds owing will become due and payable within 7 days of Us notifying you of any settlement amounts that may be outstanding from you for any reason.
- 10.10 If your settlement account has a credit balance, you will not earn interest on the credit amount.
- 10.11 If you do not comply with this agreement or if your settlement account is used in an unauthorised, unlawful, improper or fraudulent manner, we may suspend, restrict or terminate your Account.
- 10.12 By law we may be forced to reject a transaction if it is reasonably suspected that your settlement account has been, is being or may be used to receive or send money related to criminal or fraudulent activity.

11 Fees

- 11.1 You must pay us the following fees:
 - 11.1.1 A subscription fee.

- 11.1.2 A success fee.
- 11.1.3 A logistics fee.
- 11.2 We will give you a statement showing the details of how these fees and the net amount are calculated, including returns or refunds.
- 11.2 We will deduct all fees that you owe from the payments that we have collected and will pay the net amount to you via EFT.
- 11.3 If we have not deducted your fees for any reason and you fail to pay your outstanding fees, we may suspend your subscription at our discretion until your outstanding fees are paid.
- 11.4 If you missed payment of your fees for 3 consecutive cycles, we will automatically suspend your subscription and remove you from the App until all outstanding fees are paid.

12 Subscription plan

- 12.1 To access the app, you must choose a subscription plan that suits you. The different subscription plans are available on the Avo website.
- 12.2 You can choose a monthly or an annual subscription plan. For monthly subscriptions we collect fees every month. For annual subscriptions we collect fees once a year. These fees are payable in advance.
- 12.2 Depending on the subscription plan you choose, you will have access to certain functionalities and features on the app.
- 12.3 You can change your subscription plan at any time on the app. To downgrade your subscription plan, you will need to call our call centre on 0860 100 833. Changes to your subscription plan will be effective from the next billing cycle.
- 12.4 We may, at our discretion, waive subscription fees at any time.

13 Pricing schedules

- 13.1 The pricing schedule sets out the applicable fees, including the subscription, success and logistic fees.
- 13.2 If a fee is subject to value-added tax (VAT), we reserve the right to collect the applicable VAT amount from you.
- 13.3 We may, at our discretion, change the pricing schedule at any time and are entitled to remove or change existing fees and introduce new fees. If we do, we will let you know within reasonable time.

14 Product information and pricing

- 14.1 We will give you the necessary instructions on how to set up and manage your listings on the app.
- 14.2 You must use the format we have given you when you list or update your product information on the app and ensure that all the information is accurate and complete and not misleading or deceptive.
- 14.3 You must comply with all laws in relation to the manufacturing, advertising, sale and distribution of the goods and services that you list on the app.
- 14.4 All goods must be free of defects, fit for purpose and of good quality and standard.
- 14.5 Goods may not be:
 - 14.5.1 defamatory or in contempt of legal or other proceedings;
 - 14.5.2 indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
 - 14.5.3 of menacing character;
 - 14.5.4 discriminatory to any group of persons, including groups defined by reference to colour, race, sex, origin, nationality or ethnic or national origins; or
 - 14.5.5 offensive or denouncing of political or religious beliefs.
- 14.6 You may not list or sell certain products as set out in in the schedules, and you must familiarise yourself with these prohibited products.
- 14.7 You may not do anything that will adversely affect the reputation of the app. Should it be found that you have not complied with this agreement, we are entitled to suspend your access to the app and to suspend or remove your listings from the app.
- 14.8 You must make sure that the pricing of your goods or services are displayed on the app and that the prices are correct.

15 Returns

- 15.1 The Avo Returns Policy, which by reference forms part of this agreement, applies to all goods sold via the app.

- 15.2 The returns policy is published under the **Legal notices** tab on the app and you must make sure that you read and understand the policy before you accept these terms and conditions.
- 15.3 We, may at our sole discretion, accept the return of a product, contrary to the seller. The seller must collect the product and bear any cost related with such collection, repair, or refund of the product to the customer.

16 Refunds

- 16.1 Your settlement account banking details will be used for all billings, refunds and ad hoc charges.
- 16.2 If a refund is approved, it will be paid into the account details that you have provided during the registration process. If your banking details have changed, you must inform us in writing immediately.
- 16.3 If a refund is due to a buyer, you must process the refund to us within seven days. Once we have received the money, we will credit the buyer's account after deducting any fees due to you or us.
- 16.4 In the event that we refund a buyer after the goods purchases is returned and prior to receiving the refunds from you, we may apply set off as set out in clause 10.9.

17 Recalls

- 17.1 You are responsible for public or private recalls of any of your products.
- 17.2 You must notify us immediately as soon as you have knowledge of any illegality, defects or safety hazards associated with any goods, or facts justifying any public or private recalls of goods.
- 17.3 You must cooperate with and help us with any recalls of the goods, and you will be responsible for all costs and expenses that we incur related to recalls or threatened recalls of the goods.

18 Cooling-off period

- 18.1 In terms of the Electronic Communications and Transactions Act (ECTA), 25 of 2002, once you have made a purchase on the app, you have seven days from the delivery date to cancel your order without giving a reason, but you may be liable for the cost of returning the goods.
- 18.2 The cooling-off period in terms of the ECTA does not apply to the following:
 - 18.2.1 Financial services (including investment services), insurance and reinsurance operations, banking services and operations relating to dealings in securities.
 - 18.2.2 Auctions.
 - 18.2.3 Foodstuffs, beverages or other goods intended for everyday consumption supplied to your home, residence or workplace. The price for the supply of these goods or services depends on fluctuations in the financial markets and sellers cannot control it.
 - 18.2.4 Goods that are made to your specifications.
 - 18.2.5 Personalised goods.
 - 18.2.6 Goods that, due to their nature, cannot be returned.
 - 18.2.7 Goods that are likely to deteriorate or expire quickly.
 - 18.2.8 Unsealed audio or video recordings or computer software.
 - 18.2.9 Newspapers, periodicals, magazines and books.
 - 18.2.10 Gaming and lottery services.
 - 18.2.11 Accommodation, transport, catering or leisure services if we or the seller has undertaken to provide these services on a specific date or within a specific period at the time of the transaction.

19 User roles and permissions

- 19.1 You, as the profile owner (super user), can grant individuals access to the app as users and assign permissions to them. The list of permissions is set out in Annexure 3.
- 19.2 You can customise users by enabling or disabling certain permissions and add or remove users at any time.
- 19.3 All users will be bound by this agreement.
- 19.4 We will not be liable to you for any losses that you may suffer or incur resulting or arising from or in connection with the performance of users that you have added to your profile.

20 Insurance

- 20.1 The following terms regarding insurance of goods in transit will apply to the delivery of goods or services purchased on the app.
- 20.2 The Avo delivery clause must be read together with each of the schedules that apply to you.
- 20.3 All break-bulk and bulk-order items must be insured.
- 20.4 The cost of the insurance will be 1,25% of the buyer's order at the time they check out.
- 20.5 The buyer will be liable for insurance costs as set out in clause 10.
- 20.6 The insurance costs will be included as part of the shipping or delivery costs.

21 Insurance

- 21.1 If you have opted to deliver the goods yourself, you warrant that you have adequate insurance to cover the goods in transit for any loss or damage at all times.
- 21.2 You must provide us with copies of your insurance on request.
- 21.3 The cost of the insurance may be included in the delivery costs.

22 Errors

- 22.1 We will take all reasonable steps to accurately reflect the description, availability, purchase price and delivery charges of goods and services on the app.
- 22.2 We will not be liable for any loss or expense for a transaction because of any unintentional errors on the app that are not due to our gross negligence or wilful misconduct.
- 22.3 We will not be bound by incorrect information about goods displayed on the app.

23 Privacy

- 23.1 Subject to applicable laws, regulations and our Privacy Notice, you give us permission to process your personal information, including your race, biometrics and alleged criminal behaviour (if necessary) as we see fit for both your and our legitimate interest.
- 23.2 You consent to our accessing your credit bureau data, obtaining your bank statements from your bank, sharing your information with third parties (if necessary), collecting your personal information from third parties (if it is necessary or impractical to get the information from you), sharing information about your application with the South African Fraud Prevention Services and processing your personal information outside South Africa (if necessary) with confidentiality agreements in place.
- 23.3 Processing includes doing affordability assessments, credit scorings and profile building that may help us offer you a product or service that will suit your needs.
- 23.4 You may withdraw your consent by notifying us in writing.
- 23.5 You may ask for a description of your personal information that we have on record and for the details of the third parties who have or have had access to your personal information.
- 23.5 You may instruct us to correct your information, object to us having your information and send a complaint to the Information Regulator if we do not comply.

24 Confidential information and data security

- 24.1 During and after the term or termination of this agreement, you agree and undertake to keep our confidential information confidential, except as permitted:
 - 24.1.1 by this agreement;
 - 24.1.2 by prior written consent of the disclosing party;
 - 24.1.3 by law; or
 - 24.1.4 if the confidential information is in the public domain.
- 24.2 On our written request, you must return any confidential information or give us written confirmation that you have destroyed the information.
- 24.3 You must comply with any request in terms of this clause within seven working days of receipt of the request.
- 24.4 You may disclose confidential information to attorneys or auditors, provided that the disclosure is reasonably required for purposes of conducting your business activities, and you must ensure that the recipient of the confidential information maintains the confidentiality.
- 24.5 If you are required to disclose the confidential information by law, you must:
 - 24.5.1 inform us prior to the disclosure (if possible);
 - 24.5.2 take steps to limit the disclosure to the extent that it is lawfully and reasonably practical to do so; and
 - 24.5.3 give us a reasonable opportunity (if possible) to intervene in the proceedings.
- 24.6 You may receive or have access to our confidential information and you must therefore adopt appropriate technical and organisational security measures to:
 - 24.6.1 prevent any unauthorised person from having access to computer systems processing or storing our confidential information, especially with regard to –
 - 24.6.1.1 unauthorised reading, copying, alteration or removal of storage media;
 - 24.6.1.2 unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored confidential information; and
 - 24.6.1.3 unauthorised use of data-processing systems by means of data transmission facilities.

- 24.7 You must ensure that authorised users can access our confidential information to which their access rights refer and to the extent necessary for the purpose of fulfilling their obligations under this agreement.
- 24.8 You must design your organisational structure in such manner to comply with industry best practice data protection requirements.
- 24.9 The obligations in this clause will endure even if this agreement has been terminated.

25 Changes to this agreement

- 25.1 We may change this agreement and the schedules and annexures at our discretion. If we do, we will notify you.
- 25.2 You must check the terms and conditions of this agreement for updates regularly. Unless explicitly stated otherwise, new services or features on the app will also be subject to this agreement.
- 25.3 Updates will apply only after they have been published on the app, and if you continue to use the app, it means that you agree to the subsequent changes to this agreement.

26 Electronic communications

- 26.1 When you use the app, you consent to receiving communication from us or any of our divisions or partners electronically in line with our Privacy Notice.
- 26.2 You will receive direct marketing only if you have agreed to receiving it.
- 26.3 You are not allowed to send us any notice or legal document by email.
- 26.4 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 that we send adhere to legal requirements, including the requirement that the communication should be in writing.
- 26.5 We may send communication to you using the communication method you chose when you registered for the app, and you can update this communication method if you want to.

27 Costs

- 27.1 Transactions to or from accounts may attract costs.
- 27.2 Using the app may cause you to incur data charges.

28 Ownership and copyright

- 28.1 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 this app – is protected by law, including copyright and trademark law. The app content is our property and that of our advertisers as well as sponsors licensed to us.
- 28.2 You will not acquire any right to the app or the app content.
- 28.3 You may not use, distribute or reproduce the app content, unless this is expressly authorised in terms of this agreement or otherwise provided for by law. To get permission for the commercial use of any content, please email us at hello@avo.africa. If we do not respond in writing within five business days, it means we have not agreed to your request.
- 28.4 If any of the app content has been licensed to us or belongs to a third party, your rights to use the content must be in line with the agreement set out by the licensor or third party, and you agree to comply with these terms.

29 Linking to business Avo platforms

- 29.1 The app may contain links or references to other Avo platforms, including those of advertisers (business Avo platforms), which we have no control over. This agreement does not apply to business Avo platforms. We are not responsible for the practices and privacy policies or cookies used by business Avo platforms.
- 29.2 Although the app may provide links to business Avo platforms, we will not be liable for any expense, claims, damage or loss resulting from your use of business Avo platforms or your reliance on any information you receive from them.

30 Limitation of liability

- 30.1 We will not be liable for any inaccurate information published or any incorrect prices displayed on the app. We will also not be liable for late or incorrect delivery of any goods and services.
- 30.2 We encourage you to email us to report possible malfunctions or errors at hello@avo.africa. We will not be liable for any direct, indirect, incidental, special or consequential loss or damage that may arise from: your using or relying on the app or the content on a linked business Avo platform; your inability to use the app or a linked business Avo platform; unlawful activity on the app or a linked business Avo platform; or any fraudulent activity in relation to your settlement account.
- 30.3 We will not be liable for any loss or damage that you may suffer if your settlement account is closed or blocked.
- 30.4 You indemnify us against the following:
- 30.4.1 Any loss claims or damage that you or a third party may suffer arising in any way from your using this app or a linked business Avo platform.
- 30.4.2 Any loss claims or damage that may arise or that we may suffer because of your breach of this agreement or your breach of a legislative or regulatory duty imposed on you as a seller of certain goods and services.
- 30.5 We will remain liable and responsible for your shipments only while it is in our Avo Logistics Team's custody and control. We will not be liable for any loss or damage of a shipment when the shipment is no longer in our control. To the extent that we may be liable, this liability will be limited to the insured value of the shipment, which we will assess and determine.
- 30.6 Our liability will in any event be limited to the lower of the insured value or the amount of the loss or damage that you have suffered.
- 30.7 The actual value of a shipment will be determined by reference to its replacement, reconstitution or reconstruction value at the time and place of the shipment, whichever is less, without reference to its commercial utility to you or to other items of consequential loss.
- 30.8 Under no circumstances will we be liable for any consequential or special or indirect or incidental damages or other indirect loss, however arising, whether we had knowledge that the damage might be incurred or not, including loss of income, profit, interest, utility or loss of market.
- 30.9 You will be liable for all losses, damages and expenses that arise due to your not complying with your obligations in terms of this agreement or because of your error and negligence, and we reserve the right to recover these losses from you as we deem necessary.
- 30.10 You must indemnify us against any and all claims liabilities, costs, damages and expenses (including reasonable attorneys and expert fees and disbursements that you incur in any action or proceedings between you and the buyer or a third party) arising from any credit terms that you may have extended to the buyer or a third party if the buyer or the third party does not pay you or pay you on time.
- 30.11 You must read this clause together with any other indemnities that you grant us or any other limitation of our liability throughout this agreement and the relevant schedules.

31 Liabilities not assumed

- 31.1 We will not be liable for any loss, damage, delay, incorrect delivery or non-delivery that is not our fault and not caused by our own negligence, or for any loss, damage, delay, incorrect delivery or non-delivery caused by the following:
- 31.1.1 An act, default or omission of you or consignee or a third party who claims an interest in the shipment.
- 31.1.2 The nature of the shipment or any defect, characteristic or inherent vice of the shipment.
- 31.1.3 Your or a consignee's violation of this agreement, including improper or insufficient packing, securing, marking or addressing, misdescribing the contents of the shipment or failure to adhere to requirements relating to shipments not acceptable for transportation, whether we promulgate these requirements now or later.
- 31.1.4 Force majeure.
- 31.1.5 Acts or omissions of a postal service, forwarder or another entity to whom we tender a shipment for transportation, regardless of whether you requested or had knowledge of the third-party delivery requirement.
- 31.1.6 Electrical or magnetic injury, erasure or other damage to electronic or photographic images or recordings in any form.

- 31.1.7 Damage due to insects or vermin.
- 31.2 We will take every reasonable effort to deliver the shipment according to regular delivery schedules. However, you agree that these schedules are not binding and do not form part of this agreement.
- 31.3 We will not be liable for any damages or loss caused by delay.

32 Availability

- 32.1 We will take all reasonable steps to ensure that the app is always available, except during scheduled maintenance periods, and we are entitled to discontinue providing the app or any part of it with or without notice to you.
- 32.2 We may, at our discretion, terminate, suspend or modify the app at any time with or without notice to you. We will not be liable to you or to buyers if we terminate, suspend, or modify the app, except for processing orders that you have placed before this time to the extent possible.

33 Term and termination

- 33.1 This agreement will start on the date on which you access the app and will continue for an indefinite period, subject to this termination clause.
- 33.2 You may terminate your subscription at any time by giving us notice. We will terminate your subscription only at the end of the month in which you have given notice. If you have an annual subscription, we will charge you for the pro-rated portion of your annual subscription.
- 33.3 We may terminate your subscription if:
 - 33.3.1 you do not perform your obligations in terms of this agreement and the default cannot be remedied, or if the default can be remedied and you fail to do so;
 - 33.1.2 you commit an act of insolvency or a similar act as defined in the Insolvency Act of 1936 (as amended), or an act defined in terms of section 344 of the Companies Act of 1973 (as amended), if applicable;
 - 33.1.3 you are unable or stop to do your business in an ordinary and regular manner (if applicable);
 - 33.1.4 any of your material assets are attached under writ of execution; and
 - 33.1.5 you are voluntarily or compulsorily sequestered or have your estate wound up, or enter into a compromise, composition or an arrangement with your creditors.
- 33.3 If an event of demand occurs, we may (without limiting any other right that we may have) claim immediate repayment of all amounts owing under or arising from this agreement, and all these amounts will become due and payable immediately, together with interest calculated at the applicable rate and levied as agreed in terms this agreement.
- 33.4 No indulgence or extension of time that we grant you may be accepted as a waiver of any of our rights.
- 33.5 Despite the termination of your subscription, you will remain liable for fees in line with this agreement.
- 33.6 All rights and obligations that accrued prior to the termination of this agreement will survive the termination.

34 Governing law and jurisdiction

- 34.1 This agreement and our relationship or any dispute arising from or in connection with this agreement are governed by and will be interpreted in line with the laws of South Africa.
- 34.2 If you continue to use the app, you consent and submit yourself to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like that the parties institute against each other by either you or us against the other arising from this agreement.
- 34.3 If a dispute arises between you and us, you consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) despite the quantum in the action or proceedings possibly otherwise falling below the monetary jurisdiction of that court.

35 Notices

- 35.1 The parties choose the following addresses as their domicile citandi et executandi to receive written legal notices, for example letters of demand as well as court and alternative dispute resolution documents:
 - 35.1.1 We – 105 West Street, Sandton, South Africa. We may change the address by updating this agreement.

- 35.1.2 You – the delivery address specified with your order as the address for legal notices. You may change the address to any other physical address by giving us at least seven days' written notice.
- 35.2 Notices will be sent either by hand, prepaid registered post, fax or email and will be in English. When a legal notice has been sent, unless the contrary is proved, it will be considered received:
 - 35.2.1 on the date of delivery if it was delivered by hand;
 - 35.2.2 within 10 days of the posting date if it was delivered by prepaid registered post;
 - 35.2.3 on the date of successful transmission if it was sent by fax before 16:30 on a business day, and on the following business day if it was sent by fax after 16:30 or on a day that is not a business day; and
 - 35.2.4 on the date of the read-receipt notice if it was sent via email.
- 35.3 All email communications between the parties must include the read-receipt function to serve as proof that an email has indeed been received.

36 Information

- 36.1 For the purposes of the ECTA, our business information is as follows and must be read together with our product descriptions and other agreements on the app:
Main business: online Marketplace.
Physical address for receipt of legal notices: 105 West Street, Sandton, South Africa; or PO Box 1144, Johannesburg, 2000.
Email address: merchant@avo.africa.
- 36.2 The manual of the Promotion of Access to Information Act, 2 of 2000, is available on the app under the **Legal notices** tab. Business sellers' information is available in the relevant product listings or at the business support centre, which you can email at hello@avo.africa.

37 Complaints and disputes

- 37.1 It is our responsibility to make sure that you, as a business buyer or seller, have a safe and consistent user experience. We therefore want to hear from you if you have any complaints or disputes.
- 37.2 If you have a complaint or dispute, please contact the Avo Support Team by using the chat function on the app under the **Help and support** tab, call +27 (0)860 100 833 or send an email to hello@avo.africa (please include your name and contact details).
- 37.3 If a dispute remains unresolved despite our dispute resolution agent's help, you agree to either:
 - 37.3.1 remedy any defect in the quality of the services performed or goods supplied; and
 - 37.3.2 refund the buyer a reasonable portion of the price paid for the services performed or goods provided, having regard to the extent of the failure.
- 37.4 This clause 38 will apply to disputes between buyers and sellers, and must be read with the schedules that apply to you.
- 37.5 Always make sure that you get a reference number for your complaint or dispute. As we are committed to providing a world-class service, we undertake to investigate your query, complaint or dispute and offer the appropriate resolution while keeping you in the loop. If you believe our internal escalation process has not provided you with the appropriate resolution and if your complaint is about a banking product or service enabled by the app, you can contact the Ombudsman for Banking Services [obssa.co.za or +27 (0)860 OMBUDS (662 837)], which is a free service to help individuals and small businesses resolve disputes with their bank.

38 General

- 38.1 We may, at our discretion and at any time, for any reason and without prior written notice, suspend or terminate the operation of the app or a registered user's right to use the app or any app content, on condition that we process orders that you have already placed to the extent possible.
- 38.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of this agreement to a third party.
- 38.3 If we do not enforce a right under this agreement, it does not mean that we have given up that right.
- 38.4 An indulgence, an extension of time, a relaxation or a latitude that a party (grantor) may allow to the other (grantee) will not be a waiver of any of the grantor's rights, and the grantor will not be prejudiced or stopped from using any of their rights that may have arisen in the past or that might arise in the future.
- 38.5 If a provision in this agreement is declared invalid, the remaining provisions will continue to apply.

38.6 This agreement, including any updates as displayed on the app, are the whole agreement between you and us. No other warranty or undertaking is valid unless it is in this document.

Schedule 1

Terms and conditions: Business sellers selling to individual consumers

- 1 The Consumer Protection Act (CPA), 68 of 2008, sets out certain rights that a consumer has when buying goods or services from a supplier.
 - 2 You acknowledge and agree that we are not the supplier as defined in the CPA, and that any obligations that the CPA imposes on a supplier will be yours.
 - 3 You must ensure that you understand the provisions of the CPA and remain up to date with any amendments to the CPA or regulations and notices promulgated under it.
 - 4 We will not be liable if you do not adhere to the CPA, and you indemnify us against any loss that we may suffer because of your breach of or non-adherence to CPA. This indemnity will not apply if it is proven that the loss arose from our wilful and negligent acts or omissions.
 - 5 If you have obligations under the CPA, you will have the same obligations under this agreement.
- 6 Food-related services**
- 6.1 You must make all the food listed in your menu available for sale to buyers unless this it is impossible due to unexpected high demand.
 - 6.2 You must have one food price that applies to each food item and may not have separate prices in the menu for food that must be delivered and collected.
 - 6.3 We are entitled to set a minimum order value for orders to be delivered, which will bind you once you have received written notice of the order value. You may set your own minimum order value for orders to be delivered using the Avo app, on condition that the value is more than the minimum order value that we have set.
 - 6.4 You must ensure that your employees receive training on how to use the app and upload or edit relevant information.
 - 6.5 You must notify us immediately in writing of any technical errors on the app.
- 7 Food orders and sales**
- 7.1 This section refers only to restaurants selling prepared food and excludes business buyers.
 - 7.2 We will use the Avo app, a central call centre or both, where buyers can place orders for food and food-related services and where they can ask questions. We will collect the orders from you on the buyer's behalf (sales service).
 - 7.3 We do not warrant or represent that buyers will place orders and we are under no obligation to ensure that orders are placed. We will, as part of the sales service, generate and issue an invoice to buyers for the food they have ordered.
 - 7.4 You must accept or reject an order via the app within three minutes of the order being placed. If you do not, the order will be rejected automatically (auto-rejection), and you must give reasons for all rejections other than auto-rejections.
 - 7.5 You may not auto-reject more than 30% of orders placed within a rolling seven-day period. If you do, we will be entitled to suspend your listing on the app for seven days at a time, without an obligation to refund prepaid fees.
 - 7.6 At the same time as accepting an order, you must give an estimated time to prepare the ordered food and making it available for collection (estimated preparation time) on the app. By accepting an order, you agree that you can prepare and provide the ordered food in full (in line with the description of the food on your menu, without exclusions or substitutions), at the price shown on the order and within the estimated preparation time.
 - 7.7 When you accept an order, you must prepare the ordered food and make it available in appropriate packaging for collection within the estimated preparation time (appropriate packaging means packaging that is suitable for the food contained in it, spill-proof and reasonably durable). If you do not, we will be entitled, but not obliged, to:
 - 7.7.1 charge a penalty of up to 50% of the food price of the order if the delay in providing the full order is 20 minutes or more (over and above the estimated preparation time) but the food is nonetheless collected by or delivered to and accepted by the buyer;
 - 7.7.2 cancel the order (whether on our own initiative or at the request of the buyer) without payment to you [you will still be liable for the commission (as defined below) for the cancelled order]; and

- 7.7.3 require you to pay us any amount we incur, at our discretion, for compensating a buyer for an order affected by your breaching this agreement or by your negligence or wilful misconduct.
- 7.8 You must associate the order with the Avo reference number we give you when you communicate the order internally so that the order can be identified for collection or delivery. You must double-check the completeness and correctness of each order before it is collected.
- 7.9 You must ensure that the food is prepared and packaged according to the appropriate health standards, and you commit to informing us of any changes in your circumstances that will prevent you from adhering to these standards.

8 Delivery of goods

8.1 Food

We will arrange for the collection of food from you and its delivery to the buyer via a driver.

8.2 Liquor

- 8.2.1 For liquor bought for same-day delivery, we will arrange for collection from you and delivery to the buyer via a driver.
- 8.2.2 Our driver will collect the relevant delivery charge directly from the buyer, and you will have no right to receive the delivery money.
- 8.2.3 For liquor that does not qualify for same-day delivery, we will arrange for collection from you and delivery to the buyer via a driver.
- 8.2.4 You may choose to use our liquor license. If you choose to use our licence, you will be bound by it and will be allowed to sell a maximum 150 ℓ liquor per buyer per day.
- 8.2.5 If you have your own liquor licence, you will be limited to your own liquor licence in terms of the quantities you may sell.
- 8.2.6 We will not be liable for costs, including fines and penalties, that a regulator may impose in the event of a breach of these licences.

9 Other

- 9.1 If a buyer chooses delivery to their address, we will arrange for collection from you and delivery to the buyer via a driver.
- 9.2 If a buyer is a juristic buyer, you may, at our discretion, arrange your own delivery with the buyer. In certain instances, we may allow you at our discretion to fulfil delivery yourself. If you do your own delivery, you agree and warrant that you will fulfil the delivery strictly in line with our timelines and delivery policies.
- 9.3 If a buyer chooses to collect the goods at your store, you must ensure that the goods are ready for collection once you have confirmed that they are ready for collection on the app.
- 9.4 If a buyer chooses to collect the goods at your pick-up-and-collect area, you must ensure that the goods are available timeously.
- 9.5 Unless you have a valid reason, you may not fail to deliver the goods.
- 9.6 If you are allowed to deliver goods yourself and you do not adhere to this agreement in doing so, or if you consistently fail to deliver goods timeously, we may, after consultation with you, retract your ability to fulfil delivery yourself or remove you and your offerings from the app. We will not be required to consult with you on either failure and we may, at our discretion, terminate your access to the app.

10 Payment acceptance

- 10.1 You must use our payment reservation functionality on the app for purchases. This functionality enables buyers to reserve the amount payable from their settlement account when making a purchase on the app.
- 10.2 On confirmation via the app that the buyer has received the goods and you have provided the services to their satisfaction, we will transfer the reserved money to you.
- 10.3 In cases where payment is made via EFT or a card, the money will be received into a Nedbank impersonal account and released to your settlement account once the order has been fulfilled.
- 10.4 You must give us the details of your settlement account, and we will not take any responsibility or accept liability if the account details are incorrect, or if the account is closed or blocked.

11 Devices

- 11.1 We may provide restaurant merchants with a point-of-sale (POS) device at our discretion.
- 11.2 If we give you a POS device, you agree to the following:
 - 11.2.1 You may use the POS device only for the purpose of accepting orders via the app.
 - 11.2.2 You may not transfer, loan, sell, encumber or otherwise dispose of, deal or part with the POS device (or any interest in it) under this agreement or attempt to do so without our prior written consent.
 - 11.2.3 The POS device may not be removed from the delivery address or relocated anywhere else without our prior written approval.
 - 11.2.4 When this agreement expires or terminates, you must return the POS devices to us within 10 days.
 - 11.2.5 With effect from the delivery date of the POS device to you, you must insure the device with a registered insurer for the market value against risks like loss, theft, damage and destruction that we may stipulate from time to time, and ensure that your and our respective rights and interests are noted in the policy.
 - 11.2.6 You must always keep the POS device fully charged (where applicable) and in a safe place at the delivery address. You must also ensure that the device is used with due skill and care, and only in the manner and for the purpose for which it is designed and intended, in line with your business as specified in this agreement.
 - 11.2.7 You may not alter or modify the POS device. All replacement parts used in or attached to the device are regarded as being part of the device and remain our property.
 - 11.2.8 You must ensure that the POS device is always operated in accordance with the law.
 - 11.2.9 Subject to your complying with all your obligations in terms of this agreement, we will maintain the POS device for the duration of the maintenance period to the extent provided for in this agreement.
 - 11.2.10 We, our agents, contractors and subcontractors must be given access to your premises at all reasonable times (including, by arrangement, access after business hours) to inspect, deliver, maintain, repair or replace the POS device.
 - 11.2.11 You must ensure that the device has a constant supply of power as far as it is in your control so that the device can run daily vital updates, including information about hot cards.
 - 11.2.12 If we suffer any damage due to your direct or indirect abuse of the POS device, the cost of the damage will be deducted from any payment due to you or will be debited to your nominated account, together with any other related costs.

12 Disputes

- 12.1 If the dispute remains unresolved despite the steps provided for disputes in the general terms and conditions, we will appoint an independent service provider with expertise in the specific field to assess the workmanship forming the subject matter of the dispute.
- 12.2 Regarding the independent service provider, you confirm the following:
 - 12.2.1 You will share the fees for the assessment with the buyer equally (if applicable).
 - 12.2.2 You and the buyer will be bound by the finding of the independent service provider (if applicable).
 - 12.2.3 Based on the outcome of the assessment referred to in the general terms and conditions, we will transfer the reserved money to you or the buyer.
- 12.3 All disputes about the delivery of goods will be dealt with in line with the CPA.

Schedule 2

Terms and conditions: Business sellers selling to business buyers

1 Delivery of goods

- 1.1 There are three delivery methods:
 - 1.1.1 Avo delivery
 - 1.1.2 Seller delivery
 - 1.1.3 Collection
- 1.2 You must choose either Avo delivery or deliver the goods yourself. The choice to collect the goods will be for the buyer.
- 1.3 'Delivery' in this clause also means the collection of goods that a buyer wants to return.

2 Avo delivery

- 2.1 We will be responsible for delivery through our logistics partners.
- 2.2 Delivery will be done strictly in line with our terms of delivery and timelines.
- 2.3 The risk arising from the transit of the goods will lie with us until they are delivered, at which time the risk will pass to the buyer.
- 2.4 In certain instances, we will not be able to fulfil delivery. We cannot and will not be liable to deliver the products listed below.

| Category | Product |
|--------------------|---|
| Hazardous items | Flammable items, corrosives, explosives, explosive items, toxic items. |
| Perishable items | Food, fruit, vegetables, fish, meat etc. |
| Cold-chain items | Frozen goods, produce, dairy etc. |
| Fragile items | Glass, mirrors, pictures, glasses, vases, windscreens etc. |
| Furniture | Beds and mattresses, dining tables, chairs, ottomans etc. |
| Bespoke items | Artwork |
| Jewellery | Watches, chains, earrings etc. |
| Money | Cash |
| Medicine | Temperature-sensitive medicine |
| Out-of-gauge items | Metalworks, shelving, construction work and goods that are not packed into boxes. |

- 2.5 You agree and warrant the following:
 - 2.5.1 You will initiate an order request to us for delivery.
 - 2.5.2 You can review return requests made by the buyer on the app.
 - 2.5.3 You must update and upload a waybill for buyers to hand over to logistics at pickup.
 - 2.5.4 You must pack all orders within 48 hours after a successful transaction. Our delivery partners will collect the order from you to deliver it.
 - 2.5.5 We will charge you a fee if you use Avo delivery and will collect this fee as follows:
 - 2.5.5.1 After successful delivery, your settlement account will be debited with the fee.
 - 2.5.5.2 We will deduct the all fees before we pay the settlement amount into your settlement account.

3 Seller delivery

- 3.1 Seller delivery is when you will handle deliveries and returns yourself, and you warrant that you can do so nationally. If you cannot, you must use Avo delivery.
- 3.2 The timelines applicable will in all respects align with our delivery policy, and you must fulfil delivery within three to seven days of the order being placed successfully. The same timelines apply if goods are returned.
- 3.3 If you sell any of the goods listed in the table above, you will be liable for the delivery of those items, even if you have selected Avo delivery.

- 3.4 The risk arising from the transit of goods will lie with you. We will not be liable for, and you indemnify us against, any loss suffered while goods are in transit. The liability to replace goods or to refund buyers for damaged or lost goods will be yours.
 - 3.5 You also warrant the following:
 - 3.5.1 You will initiate an order request for delivery.
 - 3.5.2 If a buyer is not responsive or cooperative, you must contact us via the chat feature on the app.
 - 3.5.3 If goods must be returned, you must notify us of the returns order tracking. You must also do a quality assessment, update the app once the goods have been returned, and process replacement goods.
 - 3.6 If you regularly fail to fulfil delivery timeously or do not adhere to the above requirements, we may, after consultation with you, terminate your access to the app. **We will not be required to consult with you on either failure and we may, at our discretion, terminate your access to the app.**
 - 3.7 If a buyer chooses to:
 - 3.7.1 collect the goods at your store, you must ensure that the goods are ready for collection once you have confirmed that the order is ready for collection on the app; or
 - 3.7.2 collect the goods at your pick-up-and-collect area, you must ensure that the goods are available timeously.
 - 3.8 Unless you have a valid reason, you may not fail to deliver goods or services.
- 4 Invoicing**
- 4.1 We will generate an invoice to the buyer as an agent. In this regard you warrant and confirm the following:
 - 4.1.1 You will give us the information that should appear on the invoice. We will not be responsible for errors on the invoice relating to the description, price, quantity of goods or any other information that must, by law, be included in the invoice.
 - 4.1.2 Any responsibilities to the South African Revenue Service (SARS) and obligations set out in relevant legislation in relation to invoices will be yours and you warrant that you will meet all these responsibilities and obligations.
 - 4.1.3 You indemnify us against any loss that we may suffer because you did not meet your obligations to SARS in relation to invoices.

5 Payment acceptance

- 5.1 All payments, regardless of the payment method used, will be received into a Nedbank impersonal account. Once the order has been fulfilled, the money will be deposited into your settlement account.
- 5.2 If you sell products or services to business buyers, payments must be made via EFT.
- 5.3 You must give us the details of your settlement account into which the money must be deposited. We will not be responsible or liable if this account details are incorrect or if the account is closed or blocked.

6 Disputes

- 6.1 We will do our best to resolve disputes between buyers and sellers according to the disputes clause in the general terms and conditions.
- 6.2 If we cannot resolve the matter in a mutually acceptable way, it will be your responsibility to resolve the matter, and we will not be required to be involved in any dispute resolution processes.

Schedule 3

Terms and conditions: Business buyers buying from business sellers

1 Conclusion of sales and availability of stock

- 1.1 Only registered users may place orders for goods and services. We and sellers may accept or reject orders based on the following:
 - 1.1.1 The availability of goods or services.
 - 1.1.2 The accuracy of the description of the goods or services.
 - 1.1.3 Confirmation of a payment or whether we authorise payment for the goods and services.
- 1.2 We and the seller will indicate that we accept your order when we receive payment confirmation or reservation for the goods or services. At this point, an agreement of sale between you and us or the seller will come into effect (sale).
- 1.3 We or the seller may reject your order by cancelling it. As soon as possible after that, we will refund you for any amount that you have already paid.
- 1.4 If you save goods or services on the app for later and then find that the price has changed or that the goods or services have been removed from the app, you cannot hold us or the seller liable.
- 1.5 Stock of all goods or services on offer is limited and prices may change at any time without notice. Prices cannot change once you have placed an order.
- 1.6 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.
- 1.7 We cannot guarantee stock availability. If goods or services are no longer available after you have placed an order, we will notify you and you will be refunded in terms of the refund process.

2 Business sellers

- 2.1 We provide the app only to enable transactions between you and sellers. Unless otherwise stated, we are not the seller of these goods and services, so the sale (including food sales) is solely between you and the seller. We will not be a party to the sale.
- 2.2 Any claims you may have for goods or services will be against the seller, and you indemnify and hold us harmless against any claim or loss that you may suffer by using the app to buy goods or services.
- 2.3 Despite not being a party to the sale (unless otherwise stated), we will facilitate the resolution of payment-related and other queries that you might have, in line with applicable rules.
- 2.4 Either we or the seller can fulfil delivery of the goods or services.
- 2.5 If the seller is responsible for delivery, the agreement for the delivery of the goods or services will be between you and the seller. We will not be a party to that agreement. Therefore, we will not accept liability for any delays, losses, damages or disputes of any nature arising from deliveries that sellers fulfil directly.
- 2.6 You will see the cost of delivery when check out, including whether we or the seller is responsible for the delivery.
- 2.7 If we are responsible for the delivery, you can direct any queries regarding the delivery to us.

3 Payment

- 3.1 You may pay for goods or services by EFT only.
- 3.2 After you have received goods or services, we will facilitate your payment of the applicable charges as an agent.
- 3.3 Payment of the charges in this way will be considered as if you are paying the seller directly. We will reserve the funds and settle the business sellers account once goods have been delivered.
- 3.4 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 regardless of whether you know of these charges or their amounts.
- 3.5 Where applicable, we will give you a tax invoice for all purchases you make.
- 3.6 You may cancel your order at any time before the item is sent out for delivery. Once an order is out for delivery, you cannot cancel it.

4 Deliveries

- 4.1 Either we or the seller will fulfil delivery. You will be informed on the app who is responsible for the fulfilment of delivery.
- 4.2 We deliver within South Africa only, so please give a delivery address in South Africa when making purchases.
- 4.3 We will include the delivery fee in your final shopping cart, and you will have to accept this price when you check out to conclude the transaction.
- 4.4 You will receive an order confirmation via email with a tracking number so that you can track your delivery on the app. This may change in the future, and if it does, we will let you know.
- 4.5 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.
- 4.6 We will not be responsible for any loss or unauthorised use of the goods once they have been delivered to the address you have specified in your order.
- 4.7 When we accept your order, your goods or services will be delivered as soon as reasonably possible, but generally within three to seven business days.
- 4.8 This delivery period may vary depending on the type and availability of the goods or services.
- 5.9 The goods or services will be delivered according to each order number, and you may receive multiple deliveries for one order.
- 4.10 If you place an order during peak times like Black Friday or Cyber Monday, deliveries may take longer. We will show this extended time when you check out.
- 4.11 Deliveries take place from Mondays to Fridays between 08:00 and 17:00 at the delivery address you have chosen. When the courier arrives, you must show your identity document and sign for the delivery. If you have asked someone else to receive the delivery on your behalf, they must do the same.
- 4.12 We will not be liable, when and if applicable, for any loss or damage you may suffer if the goods are not delivered within the delivery period specified above.

5 Disputes

- 5.1 We will do our best to resolve disputes between buyers and sellers as set out in the dispute clause in the general terms and conditions.
- 5.2 If we cannot resolve the matter in a mutually acceptable way, it will be your responsibility to resolve the matter, and we will not be required to be involved in any dispute resolution processes.

Annexure 1 – Service Level Agreement (SLA)

The timelines below must be adhered to at all times.

| Service level details | Timeline |
|--|----------|
| Seller confirms an order | 24 hours |
| Seller confirms an order (EFT) | 24 hours |
| Seller does not confirm an order | 24 hours |
| Seller rejects an order (no stock or outside delivery regions) | 24 hours |
| Buyer paying for an order (EFT) | 48 hours |

Annexure 2 – Avo B2B pricing schedule

| Subscription plans | Essential | Standard | Add users | Flat success fees |
|---------------------|-----------|----------------|------------------------|-------------------|
| Avo business buyer | Free | R149 per month | n/a | n/a |
| Avo business seller | Free | R249 per month | R49 per month per user | 4% |

- 1 The monthly subscription fee is an administrative fee charged for using the Avo app.
- 2 Annual plans will qualify for a 15% discount.
- 3 Essential plans have only one user.
- 4 Standard plans have three users and one viewer role.
- 5 Fees may vary depending on the promotional campaigns being run at the time.
- 6 Promotional terms and conditions are available on the Avobusiness.africa website.
- 7 Closed-loop pricing can be discussed and agreed with your relationship manager.

Annexure 3– Avo Business-Consumer (B2C)

| | Online stores | Restaurants | Liquor stores |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Once-off initiation or set-up fee | Free | Free | Free |
| Subscription fee per store | R199 per month or R2 039 per year | R99 per month or R1 069 per annum | R99 per month or R1 069 per annum |
| Pick-up convenience fee | See the pricing guideline below. | n/a | n/a |
| Markup on goods | n/a | 10% | 10% |
| Success fees | 5% | 2,5% | 2,5% |

Logistics and pick-up fees

| Package size (cubic cm) | | Package weight (kg) | | | | | Pickup convenience fee | |
|-------------------------|---------|---------------------|-----|------|------|------|------------------------|---|
| L x W x H | From | 0 | 5,1 | 20,1 | 35,1 | 55,1 | R75,00 | A |
| From | To | 5 | 20 | 35 | 55 | | R125,00 | B |
| 0 | 20 000 | A | B | C | D | E | R235,00 | C |
| 20 001 | 80 000 | B | B | C | D | E | R360,00 | D |
| 80 001 | 140 000 | C | C | C | D | E | R540,00 | E |
| 140 001 | 220 000 | D | D | D | D | E | | |
| > 220 001 | | E | E | E | E | E | | |

Calculation Example:
 Package dimensions 35cm x 45cm x 20cm = 31,500 cubic cm
 Package weight = 5kg
Pickup convenience fee is "B" = R125,00

Pricing is subject to change and is exclusive of VAT.

- 1 The monthly subscription fee is an administrative fee for using the app and excludes VAT.
- 2 The initiation or set-up fee is a fee for uploading a catalogue on to the app.
- 3 Markup charged on goods is a fee added on the original price of goods that the buyer must bear.

Annexure 4: User roles and permissions

The table below describes each of the roles on the app.

| Roles | Rights | Description |
|------------|--|--|
| Super user | Complete (mandated to run the business.) Will have access to both buying and selling functionalities. | Has access to all the functionalities on the app. This user can perform all the actions on the app, including viewing, editing, and downloading information. The user is the administrator on a business level – ie has access to all storefronts registered under the business. In the selling context Set up and edit the business profile. Set up, edit and view the storefront. Set up and edit the product catalogue, master menu and service categories. Manage the inventory (pricing, quantity, discounts and availability). Invite, delete and view status users. Manage quotes. Manage orders, returns and cancellations. Create and manage the transaction view. In the buying context Set up and edit the business profile. Invite, delete and view status users. Request, manage and approve quotes. Manage buying functionalities with no spending limit. Execute and manage payments. Manage orders, returns and cancellations. |

| | | |
|---|---|---|
| Administrator | Limited (rights are restricted to storefronts). | <p>This user may be the administrator user for one or many stores within a business.</p> <p>In the selling context Set up, edit and view the storefront. Set up and edit the product catalogue, master menu and service categories. Manage the inventory (pricing, quantity, discounts and availability). Invite, delete and view status users (at a storefront level). Manage quotes. Manage orders, returns and cancellations. Create and manage the transaction view.</p> <p>In the buying context Set up and edit the business profile. Invite, delete and view status users. Request, manage and approve quotes. Manage buying functions with no spending limit. Execute and manage payments. Manage orders, returns and cancellations.</p> |
| Sales manager – selling context Buyer or requisitioner – buying context | Limited (rights pertaining to quotes, orders, inventory etc.) Will have access to the context that they are assigned to. | <p>This user will have access to multiple functionalities within the storefront to execute and manage everyday activities.</p> <p>The user can view, edit and download the information to which they have access.</p> <p>In the selling context Set up and edit the product catalogue, master menu and service categories. Manage the inventory (pricing, quantity, discounts and availability). Manage quotes. Manage orders, returns and cancellations.</p> <p>In the buying context Request, manage and approve quotes. Manage buying functions with no spending limit. Manage orders, returns and cancellations.</p> |
| Business viewer | Viewing rights only | This user will have only viewing rights to sections to oversee business operations on the app. |

Business rules for user permissions

- 1 The number of roles available will depend on your subscription plan.
- 2 You must always have a super user. A super user cannot be deleted. An existing super user must appoint a new super user or add a user to the super user profile.
- 3 The number of users per role are not capped, which means you can set up a combination of roles to meet your requirements.
- 4 However, all buyers are not sellers. On the basic buyer plan, a user has only one role (buyer).
- 5 One user can be assigned to two different roles – a viewer in the selling context and a buyer in the buyer context. This means that the user takes one role on the selling subscription and one role on the buying subscription.
- 6 If users are added before the business profile is set up, you can add administrators only.
- 7 If users are added after the business profile is set up but before a branch or storefront is being created, you can add new roles, except storefront operational roles (sales managers).
- 8 Once the business profile and storefront have been set up, you can add any role.

- 9 Storefront-level roles must be mapped to stores.
 10 Administrators cannot add or remove super users.
 11 Administrators and super users will have access to the business profile and all storefronts.
 12 Buyers or business viewers and sales managers must be assigned to either all stores or a particular store.

| Activity – buying context | | | | |
|---|------------|---------------|------------------------|-----------------|
| Role | Super user | Administrator | Buyer or requisitioner | Business viewer |
| Register a business on the app. | ✓ | x | x | x |
| At a business level, add and manage user permissions (including limits for buyers and sellers). | ✓ | x | x | x |
| Manage Avo subscriptions. | ✓ | x | x | x |
| At a business level, add and manage user permissions (including limits for buyers and sellers). | ✓ | x | x | x |
| Dashboard | ✓ | ✓ | ✓ | View only* |
| Manage transactions (view, add invoices etc). | ✓ | ✓ | ✓ | View only* |
| Request and manage quotes and interact with sellers. | ✓ | ✓ | ✓ | View only* |
| Place orders and make payments. | ✓ | ✓ | ✓ | View only* |
| Access to wallet to make payments. | ✓ | ✓ | ✓ | x |
| Manage orders. | ✓ | ✓ | ✓ | View only* |
| Manage returns. | ✓ | ✓ | ✓ | View only* |
| Manage cancellations. | ✓ | ✓ | ✓ | View only* |
| Help and support. | ✓ | ✓ | ✓ | ✓ |

| Activity – selling context | | | | |
|---|------------|---------------|---------------|-----------------|
| Role | Super user | Administrator | Sales manager | Business viewer |
| Register a business on the app. | ✓ | x | x | x |
| At a business level, add and manage user permissions (including limits for buyers and sellers). | ✓ | x | x | x |
| Manage Avo subscriptions. | ✓ | x | x | x |
| At a store-level, add and manage user permissions (including limits for buyers and sellers). | ✓ | ✓ | x | x |
| Dashboard | ✓ | ✓ | ✓* | View only |
| Set up payment methods (without a legal mandate required). | ✓ | ✓ | | View only |
| Manage transactions (view, add invoices etc). | ✓ | ✓ | ✓ | View only |
| Manage the product inventory. | ✓ | ✓ | ✓ | View only |
| Respond and manage quotes and interact with buyers. | ✓ | ✓ | ✓ | View only |
| Manage and fulfil orders. | ✓ | ✓ | ✓ | View only |
| Manage returns and cancellations. | ✓ | ✓ | ✓ | View only |
| Help and support. | ✓ | ✓ | ✓ | ✓ |