

GLOSSARY OF TERMS

TERM	MEANING
“2FA”	Abbreviated form of Two-Factor authentication.
“Accountable Institution”	A person or organisation defined as such in Section 1 of the FICA, and correspondingly referred to as such in Schedule 1 of said act, that carries out the business as provided for.
“Airtime”	Time allocated to a specific user so that cellular phone calls can be made and received and SMSs can be sent.
“AIT”	Abbreviated form of Approval of International Transfers.
“AML”	Abbreviated form of Anti-Money Laundering.
“APN”	Abbreviated form of Access Point Name.
“Apparatus”	Means any mobile or portable cellular mobile handset, device or other apparatus which is approved by ICASA.
“Applicable Laws”	All statutes, regulations, rules, policies, guidance notes, directives and the like of any governmental authorities, common law and all legislative and statutory frameworks that may be competent and applicable to you and/or us in relation to these Terms.
“Authorised Dealer”	Means, in relation to any transaction in respect of foreign exchange, a bank authorised by the Financial Surveillance Department (of the SARB) to deal in foreign exchange, and for the purposes of these Terms and Kastelo's Offerings, may include, subject to election, nomination and circumstance, one of the banks that are so authorised and cited under Section A.2 of the Currency and Exchanges Manual for Authorised Dealers.
“Biometrics”	As derived from Section 1 of the POPIA, means, for the purpose of these Terms, a technique of personal identification that is based on physical, psychological, or behavioural characterisation including voice and facial feature recognition.
“Business Day”	Any day other than a Saturday, Sunday or official public holiday within the Republic of South Africa.
“Calendar days”	The total number of days in a month, including weekends and public holidays, counted consecutively from a starting date to an ending date.
“CASP”	Means Crypto Asset Service Provider.
“CFT”	Combating the Financing of Terrorism.
“Client”	<p>A person who engages in the services and products of the Kastelo group.</p> <p>For the avoidance of doubt “Subscriber” means the user of the Offerings as defined in this Glossary.</p>

“Complainant”	A specific Client who submits a complaint to Kastelo, the nature of the complaint being informed and driven by circumstance and Applicable Laws.
“Complaint Officer”	The person who is appointed or assigned to a complaint in terms of Kastelo’s complaint procedure.
“Complaint Register”	A working document that shows how Complaints were managed and provides a record of the process followed and resolutions and/or outcomes.
“Compliance Department”	Kastelo’s Compliance Department who is dedicated to identifying risks in the company and advising how to address and avoid said risks.
“Confidential Information”	Any information, whether written, oral, electronic, or in any other form, that is not publicly available and is disclosed by one party to another in confidence. This includes, but is not limited to, trade secrets, business strategies, financial data, customer information, technical data, intellectual property, and any other information marked or identified as confidential or which a reasonable person would understand to be confidential by its nature.
“Consent”	Voluntary, specific and informed expression of will in terms of which permission is provided.
“Content”	Words, text, images, graphics, digital representations, trademarks (whether registered or unregistered), marks, designs, video, software, forms, interactive features and links to documents or other websites.
“Data”	Within the context of a mobile service, it means the transmission of broadband internet via the network when not connected to WI-FI, attributed to a specific user or account. It is measured in units of megabytes (MB) and gigabytes (GB).
“Data Breach”	Any incident in terms of which reasonable grounds exist that data has been accessed or gathered by an unauthorised individual or body.
“Data Message”	As defined in Section 1 of the ECTA, which means data generated, sent, received, or stored by electronic means and includes - <ul style="list-style-type: none"> i. voice, where the voice is used in an automated transaction; and ii. a stored record.
“Data Subject”	The person to whom his/her/its Personal Information relates.
“Digital Asset”	A digital representation of value that is not issued by a central bank, but is traded, transferred and stored electronically by natural or legal persons for purposes of payment, investment or other forms of utility, and applies cryptographic techniques in its underlying technology.
“Direct Marketing”	The mode of marketing where a person is approached, either in person or electronic communication, for the direct or indirect purpose of promoting or offering to supply, in the ordinary course of business, any goods or services to you.
“Disbursements”	Any expenses charged by third parties, such as banks, Authorised Dealers in foreign currencies, exchanges and other intermediary service providers or financial institutions that are payable by the Client in the performance of the Offerings. For the sake of certainty, “Disbursements” are distinguished from “Service Fees” in that

	the prior bears reference to third-party expenses necessarily disbursed during the course of executing the Offerings, whereas the latter refers to Kastelo's fee entitlement for performing the Offerings.
"ECTA"	Electronic Communications and Transactions Act 25 of 2002.
"EDD"	Abbreviated form of Enhanced Due Diligence.
"Effective Date"	Subject to the context in which it is used, the date on which the Client formally mandates or instructs Kastelo to intermediate, execute and/or provide an Offering and Kastelo accepts such mandate and/or instruction.
"Employee/s"	A person who is employed by the respective service provider within the Kastelo group, its affiliates and/or subsidiary companies, as the context requires.
"ExCon Regulations"	Exchange Control Regulations, 1961.
"FAIS Act"	The Financial Advisory and Intermediary Services Act, 37 of 2002, as amended.
"FIC"	Means the Financial Intelligence Centre.
"FICA or FIC Act"	Abbreviated form of the Financial Intelligence Centre Act, 38 of 2001, which was introduced to combat financial crimes such as money laundering, tax evasion and terrorist financing activities.
FICAA"	FIC Amendment Act, 1 of 2017.
"FSP"	Financial Service Provider as defined in Section 1 of the FAIS Act.
"FSCA"	Financial Sector Conduct Authority.
"FX Services"	Means an Offering whereby the Client instructs Kastelo to facilitate, intermediate foreign exchange transactions on behalf of the Client and in terms of which Kastelo procures currencies from regulated financial institutions and Authorised Dealers.
"ICASA"	Means the Independent Communication Authority of South Africa.
"ICT"	Information and Communications Technology.
"Informal Complaint"	Any such grievance, which is not a Standard Complaint as defined, that a Client may have, which includes, but is not limited to: <ul style="list-style-type: none"> i. A problem about a service or a product that has arisen; ii. An allegation that Kastelo or its representatives or its employees breached legislation, regulations or business rules (not FAIS Act-related); iii. An allegation that Kastelo or its representatives or its employees have not complied with any legal obligation (not FAISA Act-related); iv. An allegation of negligence on the part of the Kastelo or its representatives leading to material loss, injury, damage, expense, inconvenience or distress; or v. An allegation of misrepresentation, bad faith or other alleged malpractice by Kastelo or its representatives.
"Intellectual Property Rights"	All and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by any of the entitled entities in the Kastelo

	group, now or in the future, including, without limitation, our rights, title and interest in and to all technology, source code(s), trade secrets, logos, systems, methods trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
“Kastelo”	Kastelo (Proprietary) Limited, which is a private company incorporated and domiciled in the Republic of South Africa with registration number 2020/163836/07, its employees, functionaries and, where appropriate, its affiliate and/or subsidiary companies, who may from time to time engage the Client and/or conduct the services herein specified.
“Kastelo Account”	Kastelo proprietary account infrastructure, associated software that has been correspondingly opened by the Client on the Kastelo Platform and approved by Kastelo (Proprietary) Limited in accordance with the Terms.
“Kastelo Africa”	Kastelo Africa (Proprietary) Limited t/a “Tjinga” is a Category 3 Licensed Authorised Dealer in Foreign Exchange with Limited Authority, authorised by the SARB to provide cross border remittance and payment services, and which is a private company incorporated and domiciled in the Republic of South Africa with registration number 2022/665906/07, its employees, functionaries and, where appropriate, its affiliate and/or subsidiary companies, who may from time to time engage the Client and/or conduct the services herein specified.
“Kastelo group”	Means the Kastelo SA (Pty) Ltd group of companies, which, unless the context or circumstances require otherwise, denotes any one or all of the following affiliated and/or subsidiary companies: <ul style="list-style-type: none"> ↳ Kastelo (Proprietary) Limited; ↳ Kastelo Mobile (Proprietary) Limited; ↳ Kastelo Business Development (Proprietary) Limited; and/or ↳ Kastelo Africa (Proprietary) Limited t/a “Tjinga”.
“Kastelo Mobile”	Kastelo Mobile (Proprietary) Limited, which is a private company incorporated and domiciled in the Republic of South Africa with registration number 2022/342572/07, its employees, functionaries and, where appropriate, its affiliate and/or subsidiary companies, who may from time to time engage the Client and/or conduct the services herein specified.
“Kastelo Mobile Wallet”	Means the digital wallet linked to the Services the User subscribed to, indicating the total value of airtime, data, SMS bundles or other prepaid services.
“Kastelo Platform(s)”	Means the Website, associated mobile applications (including the downloadable Kastelo App) and, where appropriate, any such software, utilities and/or tools made available to the Client. For the avoidance of doubt, any reference to “Platform/s” shall bear the same meaning.
“KYC”	Abbreviated form of “Know-Your-Customer” or “Know-Your-Client”, which is a general term that denotes the obligations imposed principally by the FICA on Accountable Institutions to conduct due diligence and understand with who they are establishing a business relationship, as well as, why and where certain transactions are effected.
“KYC Documentation”	Documents, information, reports, information sources, proofs and/or evidence that is required to be provided by yourself in relation to us fulfilling our KYC and due diligence obligations.
“Merchant”	Means any business that sells goods and/or services and is enabled by a certified

	distribution channel partner to accept debit cards as a payment method.
"Mobile Service"	Means the network services which are supplied by Kastelo Mobile to the Client, including Data, SMS's and Voice Calls, and includes any reference to "Service", as defined herein.
"MSISDN"	Abbreviated form of Mobile Station International Subscriber Directory Number and means a number uniquely identifying a subscription in a mobile network.
"MVNO"	Abbreviated form of Mobile Virtual Network Operator.
"Network"	The electronic communications network on which the Kastelo Mobile Services are carried. This network is owned and operated by a third party.
"Network Provider"	Means Mobile Telecommunications Network Limited, the licensed telecommunications provider that supplies the network infrastructure to Kastelo Mobile enabling the provision of Airtime, Data, Voice and related services.
"Offerings"	The products and services offered by Kastelo on its Platform.
"OTC"	Abbreviated form of Over-The-Counter.
"OTP"	Abbreviated form of One Time Pin.
"PAIA"	Promotion of Access to Information Act, 2 of 2000.
"PAIA Official"	Kastelo's nominee who is designated in accordance with Section 1.1.5 of the Information Regulator's PAIA Manual Prepared in terms of Section 14 of the Promotion of Access to Information Act, 2 of 2002, as amended.
"PAIA Regulations"	Regulations relating to the Promotion of Access to Information (Government Gazette number 45057).
"PASA"	Abbreviated form of Payment Association of South Africa.
"Personal Information"	<p>With reference to Kastelo means:</p> <p>As set out in terms of Section 1 of POPIA, which means information relating to you, which may include (but is not limited to, and may be irrelevant in relation to the information Kastelo collects and/or processes):</p> <ol style="list-style-type: none"> i. information relating to your race; gender; sex; pregnancy status; marital status; national, ethnic or social origin; colour; sexual orientation; age; physical or mental health; wellbeing; disability; religion; conscience; belief; culture; language; education; medical history; financial history; criminal history and/or employment history; ii. your identity (or passport) number; iii. your contact details, which may include your email address, telephone number, etc.; iv. your physical address; v. your Biometrics; vi. correspondences sent by you that is either explicitly or implicitly of a private or confidential nature (or further correspondence that would reveal the contents of the aforesaid correspondence); vii. the views of another person about you; and/or viii. your name if it appears with other personal information;

but excludes-

- ix. information that has been made anonymous so that it does not identify a specific person;
- x. permanently de-identified information that does not relate or cannot be traced back to you specifically;
- xi. non-personal statistical information collected and compiled by us; and
- xii. information that you have provided voluntarily in an open, public environment or forum including any blog, chat room, community, classifieds, or discussion board (by virtue of the information having been disclosed in a public forum, it is no longer confidential and does not constitute personal information subject to regulatory protections).

With reference to Kastelo Mobile means:

As set out in terms of Section 1 of ECTA, means information relating to you, which may include (but is not limited to, and may be irrelevant in relation to the information Kastelo Mobile collects and/or processes):

- i. information relating to your race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language and birth of the person;
- ii. information relating to your education or your medical, financial, criminal or employment history;
- iii. your identity number, symbol, or any other particular identifier assigned to you;
- iv. your biometric information;
- v. your personal opinions, views or preferences;
- vi. correspondence sent by you that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- vii. the views or opinions of another individual about you; and
- viii. your name if it appears with other personal information relating to you or if the disclosure of your name itself would reveal information about you;

but excludes information relating to an individual who has been dead for more than 20 years.

"POPIA or POPI Act"	Protection of Personal Information Act, 4 of 2013, and as amended from time to time.
"Port"	The process that is followed for a subscriber to change their service provider but keep their existing phone number.
"POS"	Means Point of Sale.
"Prepaid"	A service which is paid in advance and requires no further payment until the expiry of the term of the service.
"Prohibited Activity"	Such conduct, act (whether by commission or omission) or activity that is defined in clause 8 of the Terms of Use and clause 2 of the Fair Use Policy.
"Proprietary Material"	All copyright and Intellectual Property Rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the

Website by the Kastelo group.

“Records”	Any recorded information (including information produced, recorded or stored by means of computers, computer equipment, software, hardware or any other device) and any material derived from information so produced, recorded or stored.
“RICA”	Means the Regulation of Interception of Communications and Provision of Communication-related Information Act, 70 of 2002.
“SAHRC”	Abbreviated form of South African Human Rights Commission.
“Sanctioned Country”	A country which is subject to general or specific sanctions by a Sanctions Authority.
“Sanctions”	Trade, economic sanctions, laws, regulations, embargoes or restrictive measures administered, enacted or enforced from time to time by any sanctioned body.
“Sanctions Authority”	The authorities of certain countries or regions that are from time to time selected by Kastelo for the purposes of Sanctions screening.
“Sanctions List”	Any of the lists of specifically designated nationals or designated persons or entities (or equivalent) held by a Sanctions Authority, each as amended, supplemented or substituted from time-to-time, and/or any other sanction list that a regulatory authority, Kastelo, the Authorised Dealer and/or salient financial institution(s) deem necessary to or be required to screen against.
“SARB”	Abbreviated form of South African Reserve Bank.
“SARS”	Abbreviated form of South African Revenue Services.
“SDA”	Abbreviated form of Single Discretionary Allowance.
“SIM / SIM Card”	Means the SIM Card or Subscriber Identity Module allocated to a User to gain access to the Network and includes reference to an eSIM.
“SMS”	Abbreviated form of Short Message Service, which is a text messaging service.
“Special Personal Information”	Your personal information concerning the religious beliefs, philosophical beliefs, race, ethnic origin, trade union membership.
“Standard Complaint”	<p>A specific complaint relating to a service rendered by Kastelo or its representative, in its capacity as a FSP, in which it is alleged that Kastelo-</p> <ol style="list-style-type: none"> has contravened or failed to comply with a provision of the FAIS Act and that, as a result thereof, the Complainant has suffered or is likely to suffer financial prejudice or damage; has wilfully or negligently rendered a financial service to the Complainant which has caused prejudice or damage to the Complainant or which is likely to result in such prejudice or damage; and/or has treated the Complaint unfairly. <p>A Complaint should traditionally not be about investment performance of a product, unless the financial performance was guaranteed or the performance was so deficient that it creates the presumption that there has been misrepresentation, negligence or maladministration.</p>

“Terms”	Unless the context dictates otherwise, shall mean all terms, conditions, provisions, disclosures or regulatory statements made on Kastelo’s Platforms.
“TOC”	Abbreviated form of Treasury Outsourcing Company.
“TPPP”	Abbreviated form of Third Party Payments Provider.
“User”	A person who accesses, browses or interacts with the Website and/or Kastelo Platforms.
“Wallet”	Kastelo’s proprietary digital tool and/or related software application that allows users to manage, track and have displayed their balance of assets.
“Website or Site”	Subject to where you have obtained this document or accessed any of the Terms, which shall include any and all associated electronic platforms, websites, mobile applications where and on which Kastelo presents its services and information-collection services.
“Website Operator”	A person owning, operating, or controlling the Website.