



TJINGA TERMS OF SERVICE

1. GENERAL

- 1.1. These Terms of Service (the “**Terms**”) are supplementary and should be read in conjunction, where relevant, with any Terms on the Kastelo Platform(s). Where appropriate, certain terms, conditions and disclosures relate to various services and products, which may include such products and/or services offered by Kastelo Africa (Pty) Ltd (hereinafter “**Kastelo Africa**”) and with whom you establish a business relationship when soliciting or utilising the Service.
- 1.2. You acknowledge that, unless otherwise specified or indicated by the context, you accept these Terms electronically, and agree to be bound by these Terms, in the event of Kastelo Africa being mandated to conduct the Services (hereinafter defined).
- 1.3. You acknowledge that Kastelo Africa may provide in-product notices, information and disclosures related to the Services, which may supplement or clarify the idiosyncratic (uniquely related to the services and products offered to you by Kastelo Africa) rights, obligations, terms, conditions, provisions or general nature of the Services. Such in-product information and disclosures must be read and understood in conjunction with these Terms.
- 1.4. It is your responsibility to read through these Terms, and circumspect any concerns and/or uncertainties you may have, which concerns and/or uncertainties are to be directed, prior to accession hereof, to Kastelo Africa for further elucidation.
- 1.5. By mandating and authorising Kastelo Africa to conduct the Services, such authorisation shall be conclusive and binding on you, unless Kastelo Africa receives any objection from you, in writing, within five (5) business days, or unless Kastelo Africa notifies you of any error which would render such mandate and/or authorisation impossible to execute. Kastelo Africa accepts no further duty, fiduciary or otherwise, beyond the explicit terms outlined in these Terms, and any actions taken by Kastelo Africa shall be in accordance with the specified responsibilities as detailed herein.
- 1.6. In using the Kastelo Platform(s), soliciting the Services and/or mandating Kastelo Africa to execute transactions under these Terms, you warrant that you are solely and exclusively responsible for making your independent appraisal of the risks involved in the usage of the Kastelo Platform(s), related Services, and the general execution of the mandated transactions.
- 1.7. Should Kastelo Africa fail to enforce any provision of these Terms it shall not constitute a waiver of such provision or affect in any way its right to require the performance of such provision at any time in the future; a waiver of a subsequent breach shall not nullify the effectiveness of the provision itself.
- 1.8. You may not transfer or cede your rights attributed to the use of any Kastelo Africa Service(s) and/or the account you hold with Kastelo Africa.
- 1.9. Nothing in these Terms is intended to unlawfully restrict or avoid any rights and obligations created by law. Kastelo Africa will use its best endeavours to ensure that information provided to you by Kastelo Africa is accurate and up-to-date, but does not warrant as to the accuracy or completeness of any information and accepts no liability for errors or omissions in such information.
- 1.10. Terms used, but not specifically defined herein, shall bear the meaning ascribed thereto in the Glossary of Terms available on the Website on which these Terms were obtained. For the purposes of the services and products offered to you by Kastelo Africa, the following terms shall be afforded its contextual meaning:
 - 1.10.1. “**ADLA**” means an Authorised Dealer in Foreign Exchange with Limited Authority, authorised by the SARB to conduct foreign exchange transactions, including cross-border Remittances;
 - 1.10.2. “**FinSurv**” shall mean the Financial Surveillance Department of the SARB;

- 1.10.3. **"Integrated Form"** means the electronic or paper format of a contract between you and Kastelo Africa, resulting in balance-of-payments reporting obligations on Kastelo Africa. The form shall include a declaration to the effect that the information provided by you is true and correct.
- 1.10.4. **"Recipient"** shall mean the person designated by you to receive the Remittance, and to whom the funds are paid, based on the information provided by you.
- 1.10.5. **"Remittance"** shall mean the monetary value which you send to a Recipient via the Kastelo Platform;
- 1.10.6. **"Service(s)"** shall mean the independent money transfer services provided by Kastelo Africa in its capacity as an ADLA, as authorised by the SARB;
- 1.10.7. **"Transaction"** means any transfer of funds executed through the Service.
- 1.11. Kastelo Africa employs a risk-based approach to onboarding and approving prospective clients. You specifically acknowledge that Kastelo Africa reserves the right to admit or deny access or participation to its Services as it may deem appropriate, and in its absolute and sole discretion, and within the parameters of its risk management and/or commercial model.
- 1.12. These Terms incorporate various legal obligations and limitations on Kastelo Africa's liability. Should you have any questions, kindly send an email to info@kastelo.co.za.
- 1.13. By utilising the Services or interacting with the Kastelo Platform(s), you acknowledge that your Personal Information may be required by Kastelo Africa to perform its obligations fairly, competently and in compliance with Personal Information as defined in the POPIA.
- 1.14. You acknowledge that providing your Personal Information is mandatory, unless indicated otherwise, and that failure to provide complete and accurate Personal Information and/or any other information or documentation requested in the normal course of business, may lead to Kastelo Africa being unable to offer you the Services. To this effect, please review Kastelo's **Privacy Policy**.
- 1.15. You warrant and/or agree that you have signed up for the Services, which implies that you have fulfilled certain regulatory requirements, including:
 - 1.15.1. to abide by any requirement and/or mechanism that may be required by Kastelo Africa for the purposes of general, KYC, AML, and/or FICA compliance, as well as any requirement that may be imposed by FinSurv from time to time, including, although not limited to, providing Kastelo Africa with a legitimate form of personal identification or any other form of identification verification as required by Kastelo Africa; and
 - 1.15.2. having successfully completed Kastelo Africa's AML and KYC control protocols and positively complied with same, and having positively complied with any further requirements and/or procedures imposed by Kastelo Africa. Furthermore, you acknowledge that failure to comply with these requirements may result in restrictions on your access to Kastelo Africa's Platform(s) and/or Services.
- 1.16. Generally, you agree -
 - 1.16.1. To disclose all material facts accurately, considering that the accuracy and completeness of the information provided is your sole responsibility. If there are any changes to your information, including your Personal Information, you are required to notify Kastelo Africa in writing as soon as practicable, but no later than 10 (ten) business days after your Personal Information changes;
 - 1.16.2. That any false misleading account of information, as well as the misrepresentation or non-disclosure of a material fact or inclusion of incorrect information, may adversely affect the provision of the services; and

- 1.16.3. In the event of a breach of any provision contained in these Terms, Kastelo Africa reserves the right, at its sole discretion and without prior notice, to terminate your registration and/or access to the Services and the Platform(s).

2. SARB REQUIREMENTS

- 2.1. Kastelo Africa is authorised to conduct the business of a Category Three Authorised Dealer in Foreign Exchange with Limited Authority (ADLA) by the SARB. The SARB specifically requires that you agree to the SARB Requirements set out in paragraph 2.2 below.
- 2.2. By agreeing to these Terms and by utilising the Services, you declare that:
- 2.2.1. you have read these Terms, and you know and understand the contents thereof;
 - 2.2.2. the information furnished by you to Kastelo Africa is in all respects both true and correct;
 - 2.2.3. the currency you applied for will only be used for the specific purpose stated herein;
 - 2.2.4. the documentation presented in support of the confirmed application for foreign currency is in all respects authentic;
 - 2.2.5. you have been informed and you are aware of the limits applicable to the confirmed transaction, as set out in clause 3.3 below, and confirm that these limits will not be exceeded as a result of the conclusion of the transaction; and
 - 2.2.6. you consent to this information being provided to the South African Revenue Service and/or the Financial Intelligence Centre.

3. THE SERVICE

- 3.1. Kastelo Africa operates as an ADLA and is authorised to provide the Services by the SARB.
- 3.2. The Service facilitates cross-border Remittances, enabling clients to send funds securely within the parameters set out by the SARB.
- 3.3. In accordance with the exchange control regulations issued by the SARB, transactions are subject to the following limits:
- 3.3.1. A maximum of R5,000 (five thousand rand) per transaction per day; and
 - 3.3.2. A maximum monthly transaction value of R25,000 (twenty-five thousand rand) per sender.
- 3.4. Any transaction request exceeding these limits will be declined. Should there be any amendments to the regulatory framework governing these transaction limits, the limits applicable to the Service will be adjusted accordingly.
- 3.5. To make use of the Service, you will be required to create a payment order instruction ("**Order**") via Kastelo Africa's Platform by selecting the appropriate prompt. The Order shall contain all relevant details about yourself and the Recipient, as required by Kastelo Africa.
- 3.6. By creating an Order, you instruct Kastelo Africa to remit a designated amount to a designated Recipient at a prevailing exchange rate. The exchange rate applied by Kastelo Africa will be displayed at the time of initiating the Order. By proceeding with the Order, you agree to the exchange rate provided at the relevant time.
- 3.7. Kastelo Africa shall not be obligated to disburse any funds to a Recipient prior to receiving the full amount payable by you in respect of the Order. If payment is not received in full for any reason at the time of Order creation, the transaction will be automatically cancelled.

- 3.8. When funding your Kastelo Africa account, all incoming payments must be made in South African Rand (ZAR) into Kastelo Africa's account. Kastelo Africa does not accept foreign currency payments. Cash deposits are not permitted.
- 3.9. Kastelo Africa shall disburse, or cause to disbursement, of the remitted funds to the designated Recipient. The method of pay-out may vary depending on the Recipient's country and the method selected during the "Send Money" process. A comprehensive list of available pay-out options is displayed on Kastelo Africa's Platforms.
- 3.10. Kastelo Africa aims to process pay-outs within twenty-four (24) hours from a valid Order. In the event of a technical delay, Kastelo Africa shall endeavor to complete the transaction as soon as possible. If payment is not made available within twenty-four (24) hours due to technical issues, you may request a refund of the Order amount. Should you fail to request a refund, Kastelo Africa will continue to process the transaction until completion.
- 3.11. You may request the cancellation of an Order if the pay-out has not yet been made. To request cancellation, you must contact Kastelo Africa's Support Centre via email at info@kastelo.co.za or through the designated contact number provided on the website.
- 3.12. Order cancellations are subject to approval and are not guaranteed. Any fees incurred in the process of cancellation, including charges from third-party pay-out partners, will be borne by you and you explicitly indemnify Kastelo Africa of any costs or liabilities resulting from such cancellation.
- 3.13. Kastelo Africa will not be liable for refunds of Orders where the funds have been disbursed to the incorrect Recipient as a result of your error in providing Recipient details.
- 3.14. You must ensure that the Recipient's personal details, including name and requested details, are accurate and correspond to the Recipient's official national identification- or comparable document. Kastelo Africa will not be liable for payments made to an incorrect Recipient due to inaccurate information provided by you.
- 3.15. If incorrect Recipient details have been provided, you must contact Kastelo Africa's Support Centre to request an amendment to the payment order details. Amendments to Recipient details are subject to an administration fee of R150.00 (One Hundred and Fifty Rand), which may be waived or amended at Kastelo Africa's discretion.
- 3.16. You hereby authorise Kastelo Africa to accept and act upon all instructions, consents, and any other documentation or communication transmitted via data message that reasonably appears to originate from you. Kastelo Africa shall not be obligated to verify the authenticity or validity of such communications beyond its standard verification procedures.
- 3.17. You indemnify and hold Kastelo Africa harmless against any and all losses, damages, claims, or liabilities arising directly or indirectly from the transmission, receipt, or processing of data messages, including but not limited to, the risks associated with interception, alteration, fraud, or unauthorised access.

4. LIMITATIONS ON THE USE OF THE SERVICE

- 4.1. You may only become a client once you have completed Kastelo Africa's registration process, accepted these Terms, and received approval from Kastelo Africa to make use of the Service.
- 4.2. The Service may only be used for person-to-person transfers. You agree that you shall not use this service on behalf of any third party.
- 4.3. Unauthorised reproduction, distribution, or use of the app or any part of the Service for commercial purposes without the express written consent of Kastelo Africa is strictly prohibited.
- 4.4. You may not use the Service in any manner that could damage the reputation of Kastelo Africa, violate any applicable laws, infringe upon the rights of any other person, or inhibit the use or enjoyment of this Service by any other party.

- 4.5. You may be required to create a username and password and enter a one-time pin (OTP) when registering or accessing the Service. You are solely responsible for maintaining the confidentiality of your credentials and accept full responsibility for all transactions conducted under your account.
- 4.6. If you become aware of any unauthorised use of your account, you must notify Kastelo Africa immediately.

5. RECIPIENTS

- 5.1. You acknowledge that you are required to provide Kastelo Africa with accurate Personal Information relating to the designated Recipient of the funds. Such Personal Information shall include, but is not limited to, the Recipient's full name and telephone number and any other details that Kastelo Africa may require.
- 5.2. Kastelo Africa shall not be held liable for any erroneous pay-out made to an incorrect Recipient as a result of you providing inaccurate or incomplete Recipient details. You assume full responsibility for ensuring the correctness of all Recipient information submitted.
- 5.3. In the event that incorrect Recipient details are provided, you must promptly notify Kastelo Africa's Support Centre via email at info@kastelo.co.za to request an amendment to the Recipient details associated with the Order.
- 5.4. An administrative fee of R150.00 (One Hundred and Fifty Rand) shall be applicable for amendments to the Recipient details. Kastelo Africa reserves the right to waive or amend this fee at its sole discretion.
- 5.5. The security of any pay-out verification codes, one-time pins (OTPs), or transaction reference numbers provided by Kastelo Africa is both yours and the Recipient's sole responsibility. Kastelo Africa shall not be liable for any losses incurred by you or the Recipient due to unauthorised access or use of such security credentials by any third party.
- 5.6. You acknowledge that, in pursuance of certain due diligence and AML requirements, Kastelo Africa may, in its sole discretion, screen any such information relating to the Recipient, Remittance instruction and associated transactions, you have provided or is derived by third party financial institutions.

6. SERVICE FEES

- 6.1. In consideration for providing the Services, Kastelo Africa applies a service fee to each Order, which is clearly displayed during the process of creating an Order. This fee is inclusive of VAT, where applicable, and will be deducted from the total amount payable. By confirming the Order, you agree to the payment of the applicable service fee.
- 6.2. Kastelo Africa reserves the right to amend the service fee at any time in accordance with applicable laws and regulatory requirements. Any changes to the service fee will be communicated through appropriate channels, including the Kastelo Africa website or other electronic means.

7. SARB BALANCE OF PAYMENTS REPORTING

- 7.1. For each completed Order and corresponding payout, Kastelo Africa provides a report to the South African Reserve Bank (SARB). This report includes your personal details, the Recipient's details as provided by you, and transaction information.
- 7.2. By completing Kastelo Africa's KYC, AML and related onboarding process, as well as subsequently using the Services, you consent to Kastelo Africa collecting, using and processing your Personal Information for:-
 - 7.2.1. Compliance with reporting obligations to the SARB, as required by law; and

- 7.2.2. Sharing your Personal Information with applicable third parties, which most saliently may include banks, financial institutions and payment processors, and third-party service providers conducting FICA compliance checks on behalf of Kastelo Africa.
- 7.3. You further acknowledge and agree that all of the information and documents which you provide must be truthful, accurate, current, and complete. You further understand that, upon request, Kastelo Africa may be legally required to disclose such information and documents to the FIC for compliance audits or other regulatory purposes.
- 7.4. If Kastelo Africa suspects that any information or documentation submitted is false or tampered with, Kastelo Africa will close your account immediately and notify the relevant authorities.
- 7.5. Kastelo Africa is required to select, on an automated basis, the BoP category relevant to the Order as follows:
 - 7.5.1. For clients using a **South African ID**, the applicable Balance of Payments (BoP) category for money Remittance is **401 (Gifts)**;
 - 7.5.2. For clients with a **foreign passport** or **asylum document**, the relevant categories are applicable:
 - 7.5.2.1. BoP category **416** for *migrant worker Remittances (excluding compensation)*; or
 - 7.5.2.2. BoP category **417** for *foreign national contract worker Remittances (excluding compensation)*.

8. PROCESSING OF INFORMATION

- 8.1. Kastelo Africa collects Personal Information from you, which you voluntarily provide during the registration process for Kastelo Africa's Services.
- 8.2. The collection and storage of these documents including, but not limited to, your proof of identification, proof of income (where applicable), residential address information, along with any other required documents which Kastelo Africa may require is imposed on Kastelo Africa by the FICA and is in accordance with Kastelo Africa's internal policies and procedures.
- 8.3. You confirm that all information you provide to Kastelo Africa during the sign-up process is true, accurate, current, and complete. You also agree to keep this information updated and accurate at all times. If there are any changes to your information, including your Personal Information, you are required to notify Kastelo Africa in writing as soon as practicable, but no later than 10 (ten) business days after such change occurs.
- 8.4. If Kastelo Africa has reason to believe that the information or documents you have provided are false, misleading, or have been tampered with, Kastelo Africa reserves the right to immediately suspend or terminate your account and report the matter to the relevant authorities.
- 8.5. Kastelo Africa permits registration only in an individual's own capacity. You may not register or act on behalf of another individual.
- 8.6. By confirming an Order, you affirm that the information displayed in your personal account on Kastelo Africa's platform is accurate and up to date.
- 8.7. You have the right to withdraw your consent provided under this section; however, such withdrawal will require you to discontinue using Kastelo Africa's Services. Should you wish to withdraw your consent, you must contact Kastelo Africa using the details provided in the PAIA Manual.
- 8.8. To process your request, you will be required to submit a copy of your identity document (or any other acceptable form of identification as determined by Kastelo Africa) for verification and specify the consent or agreement you wish to withdraw.

9. CANCELLATION OF PAYMENT ORDERS AND REFUNDS

- 9.1. An Order may be cancelled only if the pay-out to the designated Recipient has not yet occurred. If a pay-out has not been made, you may request Kastelo Africa to cancel the Order by contacting our Support Centre at info@kastelo.co.za.
- 9.2. Kastelo Africa will make reasonable efforts to process the cancellation request; however, the successful cancellation of an Order is not guaranteed. Charges incurred in processing the original Order will not be reversed, and any additional charges imposed by the pay-out partner will be for the client's account.
- 9.3. Only upon confirmation from the pay-out partner that the transaction has been successfully cancelled will the funds be credited back to your account. The amount refunded may be subject to currency fluctuations and may not be at the same exchange rate at which the original transaction was processed.
- 9.4. Cancellation of an Order, if approved, will attract a **non-refundable cancellation fee of R55.00 (Fifty Five Rand)** which may be amended or waived at the sole discretion of Kastelo Africa.
- 9.5. In instances where a pay-out fails in the designated Recipient's country due to reasons beyond the control of Kastelo Africa, a refund request may be considered at the discretion of Kastelo Africa. If such a request is approved, the amount refunded will be the original transaction amount less the initial service fee.
- 9.6. Kastelo Africa shall not be liable for refunds where the Order has been processed and paid out to the designated Recipient. It is your responsibility to ensure that the Recipient details are accurate at the time of submitting the Order. Refunds will not be granted for transactions sent to an incorrect Recipient due to your error if the funds have already been disbursed.

10. PROHIBITED ACTIVITIES

- 10.1. The following activities are strictly prohibited when using the Services. Should you be found to be engaging in these activities, Kastelo Africa reserves the right to suspend or terminate your account without prior notice, and any associated funds may be frozen if reasonably deemed to have resulted from fraudulent or prohibited activities:
 - 10.1.1. Using the Service while impersonating any person or entity, or falsely claiming an affiliation with any person or entity;
 - 10.1.2. Using the Service for any illegal purpose, or in violation of any local, provincial, national, or international laws, including but not limited to laws governing AML, CFT, taxation, data protection, intellectual property, and privacy;
 - 10.1.3. Using the Service to send funds that are reasonably suspected to be fraudulent or linked to illegal activities;
 - 10.1.4. Using the Service in a manner that results in, or is likely to result in, disputes, reversals, chargebacks, penalties, or financial losses to Kastelo Africa, its partners, or any third party;
 - 10.1.5. Using the Service to facilitate payments related to:
 - 10.1.5.1. Items that infringe on intellectual property rights, including counterfeit goods.
 - 10.1.5.2. Activities that promote hate, violence, racial intolerance, or financial exploitation of a crime.
 - 10.1.5.3. The sale of narcotics, alcohol, drug paraphernalia, or other controlled substances.
 - 10.1.5.4. Transactions involving illegal gambling or unregulated gaming activities.

- 10.1.6. Using the Service to facilitate payments for pyramid schemes, Ponzi schemes, matrix programs, or any other fraudulent investment schemes;
 - 10.1.7. Controlling or attempting to control an account that is linked to another account that has engaged in any of the aforementioned restricted activities. Kastelo Africa may use various means, including IP addresses and contact details, to determine such linkages.
- 10.2. Kastelo Africa reserves the right to take necessary action, including suspending or terminating accounts, freezing funds, and reporting activities to relevant authorities, if there is reasonable suspicion that you have engaged in or are linked to any restricted activities. Additionally, Kastelo Africa may take such action if your activities expose Kastelo Africa to legal liability or financial loss, or if your identity or information cannot be verified to the satisfaction of Kastelo Africa.

11. TERMINATION

- 11.1. You may terminate your account with Kastelo Africa at any time by providing written notice to info@kastelo.co.za. Termination of your account will not affect any Orders, or obligations that are already in place at the time of termination, and these Terms shall continue to apply to such Orders until they are finalised.
- 11.2. Kastelo Africa reserves the right to terminate or suspend your account, access to the Service, or any Order at its sole discretion and without prior notice if:
- 11.2.1. You breach any provision of these Terms or any agreement entered into with Kastelo Africa; and/or
 - 11.2.2. Kastelo Africa is required to do so by any applicable law, regulation, regulatory authority, law enforcement agency, or other authorised body.
- 11.3. In the event of termination, Kastelo Africa may withhold or transfer any funds under its control as required by law, regulatory requirements, or court order. Any losses, costs, damages, or expenses incurred by Kastelo Africa as a result of termination may be recovered from you as permitted under these Terms.
- 11.4. Termination of your account does not affect any rights or obligations that have accrued prior to termination.

12. WARRANTIES AND LIABILITY

- 12.1. The Service provided by Kastelo Africa is provided without any warranties or conditions, express or implied, except as specifically stated in these Terms. Kastelo Africa shall make reasonable efforts to ensure that Orders are processed promptly. However, due to the nature of the Service, certain factors beyond our control may impact processing times, including but not limited to, delays in the banking system, financial services infrastructure, and telecommunication networks. While every effort will be made to meet payout timeframes, we cannot guarantee that every payout will be completed within a specific time period.
- 12.2. Kastelo Africa strives to ensure continuous, uninterrupted, and secure access to the Service, but does not warrant that the Platforms or Service will be available at all times. Your access to the Service may be occasionally restricted to allow for maintenance, updates, or the introduction of new facilities. Kastelo Africa will endeavor to restore access as soon as reasonably possible.
- 12.3. Kastelo Africa shall not be liable for any delay or failure in the provision of the Service due to factors beyond its reasonable control, including but not limited to, strikes, pandemics, acts of God, acts of war or terrorism, civil or military disturbances, natural disasters, network failures, banking system failures, and interruptions or malfunctions of telecommunication or computer services. Notwithstanding such circumstances, Kastelo Africa will use reasonable efforts consistent with best practices to resume performance as soon as practicable.
- 12.4. On occasion, Kastelo Africa may rely on various third-party service providers, including financial institutions, banking partners, and other infrastructure providers, to facilitate the performance of the Service. Kastelo Africa shall not be liable for any delay, disruption, or failure in service resulting from issues experienced by these third

parties. This includes, but is not limited to, banking service failures, financial service provider issues, or website downtime.

- 12.5. While Kastelo Africa makes every effort to ensure that the details of the Service are accurately displayed and described on the Platform, it does not warrant the completeness or accuracy of such descriptions. Kastelo Africa disclaims any liability for any omissions or inaccuracies in the information presented, to the maximum extent permitted by law.
- 12.6. To the fullest extent permitted by applicable law, Kastelo Africa shall not be liable for any indirect, special, or consequential losses, including but not limited to, loss of profits, revenue, business, goodwill, or anticipated savings, whether arising in contract, delict, or statute, except to the extent that such liability is not capable of exclusion by law.
- 12.7. By using the Service, you acknowledge and accept the inherent risks associated with the Service, including those arising from technical malfunctions, security breaches, and third-party service dependencies. You agree that Kastelo Africa shall not be held responsible for any loss or damage arising from such risks, except as expressly provided for in these Terms or as required by law.

13. ELECTRONIC COMMUNICATIONS

- 13.1. You acknowledge that the following categories of information ("Communications") may be provided to you by electronic means:
 - 13.1.1. These Terms, including any amendments, modifications, or supplements thereto;
 - 13.1.2. Your transaction records and other relevant documentation related to the Service provided by Kastelo Africa;
 - 13.1.3. Any initial, periodic, or other disclosures or notices required by law in connection with the Service provided by Kastelo Africa;
 - 13.1.4. Any customer service communications, including but not limited to, communications regarding error resolution or unauthorised use of the Service;
 - 13.1.5. Any other communication related to the services offered by Kastelo Africa as an authorised Category 3 ADLA; and
 - 13.1.6. Integrated form as defined in clause 1.10.3 above.
- 13.2. To the extent that Communications are used for direct marketing purposes, you have the right to request that Kastelo Africa ceases sending you such communications.
- 13.3. You must promptly notify Kastelo Africa of any changes to your email address by contacting us via email at info@kastelo.co.za.

14. PROPRIETARY PROTECTION

- 14.1. All Proprietary Material in relation to Kastelo Africa's Intellectual Property Rights is its property, or licensed to it, and as such, are hereby asserted and protected from infringement.
- 14.2. Content, products, services, functions and Proprietary Material presented on the Kastelo Platforms and its associated platforms:
 - 14.2.1. are not sold to you; and

- 14.2.2. subject to your ongoing compliance with these Terms, are granted to you under a personal, limited, revocable and non-transferable licence to access and use the Kastelo Platforms and such approved products, services, and/or functions strictly for your personal and non-commercial use.
- 14.3. You are strictly prohibited from copying, reproducing, uploading, republishing, transmitting, creating derivative works of, showcasing or distributing the Content, Proprietary Material, or any information related to Kastelo's service(s), product(s) and/or functions without its express and written consent.
- 14.4. Kastelo does not grant you or any other Client or third party any licence or proprietary right to use any of its Proprietary Material.

15. CONFIDENTIALITY, DATA PRIVACY AND PROTECTION

- 15.1. You are specifically directed to the Kastelo group's Privacy Policy, which is to be found on the Website. Should your Personal Information be required for its product(s) and service(s), the terms and conditions of said policy shall apply.
- 15.2. You consent to Kastelo processing your Personal Information in relation to any services rendered by it, subject to the provisions of POPIA.
- 15.3. The aforesaid processing includes, without limitation, profile building, security checks and/or the processing of Personal Information for both parties' mutual interest and in accordance with set compliance standards.
- 15.4. You accept and agree that Kastelo is a commercial stakeholder endeavouring to protect its Proprietary Material in accordance with its Intellectual Property Rights.
- 15.5. You agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the Website, product, service(s), functions, features or workings offered by Kastelo.
- 15.6. Any information, including but not limited to, data, software, know-how, techniques, processes, designs, specifications, drawings, or other Proprietary Material, disclosed by any of the entities in the Kastelo group to you in connection with your use of this Website, shall be treated as confidential. You agree to maintain the confidentiality of such information and you shall not disclose or use it for any purpose other than as expressly permitted. You shall take reasonable measures to protect the confidentiality of such information and shall not permit any unauthorised access to or disclosure of such information.

16. DOMICILIA AND NOTICES

- 16.1. Kastelo Africa elects its *domicilium citandi et executandi*, under these Terms to be:
- Address: 155 Loop Street, Cape Town City Centre, Cape Town, 8000
Tel: (+27) 021 180 2548
Email: info@kastelo.co.za
- 16.2. You agree that the address and contact details as provided for upon opening your Kastelo Account or any other product(s) or service offering(s) by Kastelo Africa, regardless of any subsequent alternatives provided during correspondence with us, shall be deemed to be your *domicilium citandi et executandi*.
- 16.3. Any notice given in terms of these Terms shall be given in writing and shall be deemed to be received if delivered by hand during office hours or transmitted by email.

17. ENTIRE AGREEMENT

- 17.1. These Terms represent the complete agreement between you and Kastelo regarding their subject matter, replacing and overriding all previous discussions, agreements, and understandings of any kind between you and Kastelo Africa.
- 17.2. Headings in the Terms are inserted for reference purposes only and shall not affect the interpretation of any provisions to which they relate.
- 17.3. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and words importing persons shall, only where applicable and permitted, include legal persons, partnerships, corporate and unincorporated entities.

18. DISPUTES AND GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the Republic of South Africa; the parties agree that the High Court of South Africa, Western Cape Local Division, Cape Town is to have exclusive jurisdiction regarding all proceedings, transactions, applications and/or disputes which may arise from these Terms.

19. BREACH

Should you breach any of these Terms, Kastelo may, without prejudicing any other rights which Kastelo may have in law, claim specific performance, or terminate your use of the service(s) or product(s), or claim damage from you, where appropriate.