

TERMS OF USE
MELON MOBILE BUSINESS PROPRIETARY LIMITED
(REGISTRATION NUMBER: 2023/052122/07)

Terms and Conditions

Melon Mobile Business (Pty) Ltd (“Melon Business”) welcome you as a user of the services provided via this website, web-based application and/or mobile application (the “Application”). We are providing the services to you, subject to these Terms of Use and the [Privacy Policy](#) (collectively known as the “Terms”).

The Terms, as may be amended from time to time, are effective from 1 November 2023 and onwards and govern both the online and offline access to and use of the Application and related services for new and existing users, as it relates to the intellectual property rights owner of the Application (the “Licensor”), the Application’s content suppliers, Melon Business and its associate, Melon Holdings Proprietary Limited with registration number 2022/414601/07 and each of its subsidiaries.

Consent and Agreement

The Terms apply to your use of the Application and related services. You must read the Terms carefully, and we recommend that you print and keep a copy for your future reference.

BY ACCESSING, USING AND/OR BROWSING THE APPLICATION AND RELATED SERVICES:

- **YOU CONSENT TO THE COLLECTION, STORAGE, USE AND TRANSFER OF YOUR PERSONAL INFORMATION, WHICH INCLUDES IF APPLICABLE YOUR BIOMETRIC DATA, BY MELON BUSINESS FOR PROCESSING AS DESCRIBED IN THE [PRIVACY POLICY](#); AND**
- **YOU FURTHER AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS TERMS OF USE AND THE [PRIVACY POLICY](#).**

We reserve the right to change the Terms as necessity dictates. Continued use of the Application and related services implies acceptance of the Terms, as updated from time to time.

Your Personal Information

As noted above, we are providing the services to you, subject to the Terms, which include our [Privacy Policy](#). Please read our [Privacy Policy](#).

Registration

By registering on the Melon Portal, you expressly consent to Melon Business collecting the personal information you provide, and to Melon Business processing your personal information as required to provide the services requested. This will be done in compliance with the [Privacy Policy](#). By registering on the Portal, you also expressly consent to receive direct marketing from Melon Business about goods or services offered by Melon Business and any other affiliate, or entity within Melon Business and their group of companies.

Password / Account Security

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. We will assume that anyone using the Application or transacting through your account is you. Melon Business shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

You hereby indemnify Melon Business from any loss, liability, cost or expense resulting directly or indirectly from any unauthorised person accessing your account, and waive any right to take action against Melon Business, its directors, employees or affiliates in respect of any loss, liability, cost or expense resulting directly or indirectly from any unauthorised person accessing your account, or from any authorised access to your account.

If you find out that someone has used your account without your permission, you must report it immediately to: privacy@theKYC.com.

Melon Business's Simple Business Rules

1. All our packages are subscription based.
2. Your subscription is valid for 30 calendar days from date of payment.
3. You are not required to sign a contract, and you can cancel the service at any time, and the service will terminate at the end of your 30 day subscription period, with no further notice required.
4. Should you choose to accept any Melon Business promotional offer, from time-to-time, your acceptance shall be subject to the additional specific terms and conditions thereof, and shall always be subject to these Terms.
5. In order for you to comply with the crime prevention initiatives addressed through the Regulation of Interception of Communications and Provisions of Communicated-related Information Act (RICA), you will be required to RICA yourself via the Melon Business Portal.
 - Once you've submitted your information, your RICA application will be reviewed. If all submitted information was verifiably correct, your MELON SIM card will be validated and thereafter activated.

Accuracy of content

Melon Business have taken all reasonable steps to ensure that all data described or depicted on the Application and any other information displayed on the Application is current, complete and accurate. However content errors may occur. The information displayed on the Application is provided without any guarantees, conditions or warranty as to its accuracy or completeness.

To the extent permitted by applicable law, Melon Business disclaim all representations and warranties, express or implied, that content or information displayed in or on the Application is accurate, complete, up-to-date and/or does not infringe the rights of any third party. Data provided by or through Melon Business and/or the Application is provided by users, and not verified or audited by Melon Business. The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

Melon Business reserve the right to:

- Modify or withdraw, temporarily or permanently, the Application (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Application; and/or
- Change the Terms from time to time, and your continued use of the Application (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the Application; and/or
- Change the services from time to time.

We will use our reasonable endeavours to maintain the Application. You will not be eligible for any compensation because you cannot use any part of the Application or because of a failure, suspension or withdrawal of all or part of the Application due to circumstances beyond our control.

Copyright and Intellectual Property Rights

Copyright and all intellectual property rights in relation to the Application, including in all materials, texts, source code, drawings, graphics, icons and any data made available on the Application (collectively “materials”) are owned by the intellectual property rights owner of the Application (the “Licensor”) and is licensed to Melon Business Proprietary Limited through a licensing agreement between the licensor, its content suppliers and Melon Business Proprietary Limited and therefore protected by international intellectual property laws. Accordingly, any unauthorised copying, reproduction, reverse engineering, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will constitute an infringement of such copyright and other intellectual property rights. You may only use the materials or any component thereof for your information purposes when access thereto is permitted by the Licensor. The trademarks, names, logos and service marks (collectively “trademarks”) displayed on the Application are registered and unregistered trademarks of Melon Business, as the case may be. Nothing contained on the Application should be taken as granting any licence or right to use any trademark without the prior written permission of Melon Business.

We grant you a limited license to access the Application and its related services, which is non-exclusive and non-transferrable. This license does not permit any of the following:

- Resale or commercial use of the Application or its contents or its related services;
- Collection and use of any product listings, descriptions, or prices;
- Collection and use of the content for any use other your own personal use;
- Derivative use of the Application or its contents or its related services; any downloading or copying of account information for the benefit of another merchant; or
- Any use of data mining, robots, or similar data gathering and extraction tools.

Links to other websites

External links may be provided as part of our service and for your convenience, but they are beyond the control of Melon Business and no representation is made by Melon Business as to their content, source or any risks that you may incur through linking to the other website. Use or reliance on any external links provided is at your own risk and we accept no liability in respect of such use. When visiting external links you must refer to the external terms and conditions of use.

You may not link to the Application, in any manner, or frame any content of the Application in any other manner or otherwise use the content without the express prior written permission of Melon Business.

Use of the Application

You are not entitled to permit anyone other than you to use your account. Only you and Melon Business shall be entitled to enforce the Terms. No third party shall be entitled to enforce any of the Terms.

Melon Business shall not be liable to you or any third party for any loss or damage of whatsoever nature in the event that you make use of the services offered through the Application. You hereby indemnify Melon Business from any loss, liability, cost or expense resulting directly or indirectly from your use of the Application and/or services available thereto, and waive any right to take action against Melon Business in respect of any loss, liability, cost or expense resulting directly or indirectly from your use of the Application and/or services available thereto.

By accessing and using the Application, you warrant and represent to Melon Business that you are legally entitled to do so and to provide the data required. You further warrant that all the details you have given are true and complete and that you are legally capable of concluding this transaction. Should the details provided be incomplete or false, in any way, Melon Business shall be entitled to immediately cancel the agreement and terminate the services, at no cost.

If you are younger than 18 years of age, you warrant that you have the consent of your parent or legal guardian to enter into this agreement with Melon Business or that you have obtained legal status in another manner. Should this not be the case, Melon Business shall be entitled to immediately cancel the agreement and terminate the services, at no cost.

'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of the Application and/or the materials contained on the Application may violate applicable copyright, trademark or other intellectual property laws or other laws.

We may in our sole discretion at any time suspend or terminate your participation through the Application and/or the operation of the Application without prior notice to you and without the need to give you reasons for such termination. We will not be liable to you or any third party for doing so.

You agree and warrant not to:

- Access or attempt to access any part of the Application by any means other than through the interface provided by us;
- Engage in any activity that interferes with, or disrupts, the Application or the servers and networks that host the Application;
- Use data mining, robots, screen scraping or similar data gathering and extraction tools on the Application;
- Copy, reproduce, republish, upload, post, transmit or distribute and information in, from or connected to the Application or its services;
- Frame or utilise framing techniques to enclose any trade mark, logo, or other proprietary information (including images, text, page layout, or form) belonging to Melon Business and its affiliates without our prior written consent.
- Attempt to circumvent, disable or interfere with the security related features of the Application or features that prevent or restrict use of copying any content or enforce limitations on the use of the Application or content therein.

You agree to comply with all applicable laws, statutes, ordinances and regulations pertaining to your access to and/or use of the Application, the services, and/or use of your customer profile, or any part of these, and/or your posting of content and material (including text, files, images and photographs).

You may not yourself or through a third party –

- Use the Application for any harmful, unlawful or illegal purposes, including, without limitation to:
 - Impersonate any other person or use a false or unauthorised name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications;
 - Collect, harvest or otherwise obtain Personal Information, (including personal information as defined in POPI and Personal Data as defined in GDPR), relating to other users;
 - Create, store and/or send unsolicited commercial communications; or conduct any fraudulent activity including any "pyramid scheme", "ponzi scheme", "chain letter" or

any other scheme intended to unlawfully interfere with the rights of a third party or to defraud such third party in any way.

- Use any customer profile in a manner so as to advertise or promote your or any third party's products or services and/or impersonate another person;
- Copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, distribute, lease, license, sub-license, encumber or in any other way deal with any portion of the Application for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- Decompile, disassemble or reverse engineer any portion of the Application;
- Collect service listings, descriptions or other information displayed on the Application;
- Write and/or develop any derivative of the Application or any other software program based on the Application;
- Adapt, modify or enhance the Application. In the event of a user effecting any adaptation(s), modification(s) or enhancement(s) to the Application in breach of this clause, such adaptation(s), modification(s) and enhancement(s) hereby vest exclusively in us and you hereby assign all rights in and to, and waive any and all moral rights in and to, such adaptation(s), modification(s) and enhancement(s), which assignment we accept;
- Without our prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Application by persons other than you;
- Remove any identification, trade mark, copyright or other notices from the Application and/or any personalised item, it being specifically recorded, acknowledged and agreed that trademarks proprietary to or licensed to us will automatically be incorporated in all customer profiles;
- Establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively "linking"), to the Application or any subsidiary pages;
- Use the Application and/or any personalised item to transfer files that contain viruses, Trojans, bombs, time-locks, phishing programmes or other harmful programmes; and/or penetrate or attempt to penetrate the Application's security measures.

Security

We implement generally accepted standards of technology and operational security in order to protect personal information from loss, misuse, alteration or destruction. Unfortunately, the transmission of information via the internet is not always completely secure. Please be advised, however, that we cannot fully eliminate security risks associated with the storage and transmission of personal information and any submission of personal information is at your own risk.

Warranties

MELON BUSINESS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE APPLICATION OR THE INFORMATION, CONTENT, MATERIALS, AND/ OR PRODUCTS AND SERVICES INCLUDED ON THE APPLICATION. YOU EXPRESSLY AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE APPLICATION, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE APPLICATION AND FORUMS, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

NEITHER MELON BUSINESS, NOR ITS DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, SERVICE PROVIDERS, SUBSIDIARIES OR ASSOCIATES, MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AS TO THE OPERATION OF THE APPLICATION OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE APPLICATION). YOU EXPRESSLY AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK.

IN NO EVENT SHALL, MELON BUSINESS' DIRECTORS, EMPLOYEES, OFFICERS, SERVICE PROVIDERS, SUBSIDIARIES OR ASSOCIATES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE APPLICATION, OUR SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

Indemnity

IN ADDITION TO ANY OTHER INDEMNITIES PROVIDED IN THESE TERMS, YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY MELON BUSINESS, ITS AFFILIATED COMPANIES, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES AND ASSOCIATES AND AGREE TO HOLD US FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE SUFFERED OR INCURRED BY US OR INSTITUTED AGAINST US FOR INFRINGEMENT OF ANY RIGHT, WHETHER THE CLAIM OR ACTION ARISES FROM DELICT OR CONTRACT, OR ANY INFRINGEMENT OF WHATSOEVER NATURE, ARISING OUT OF OR PURSUANT TO THE EXERCISE BY YOU OF YOUR RIGHTS OR THE FULFILMENT OR BREACH BY YOU OF ANY OF YOU OBLIGATIONS UNDER THESE TERMS OR ANY OTHER REQUIREMENTS THAT WE MAY IMPOSE FROM TIME TO TIME, INCLUDING, WITHOUT LIMITATION, ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS SUFFERED OR INCURRED BY US OR INSTITUTED AGAINST US AS A DIRECT OR INDIRECT RESULT OF YOUR USE OF THE APPLICATION, AND SUCH INDEMNITY SHALL EXTEND TO THE REASONABLE COSTS THAT MAY BE INCURRED BY MELON BUSINESS IN DEFENDING ANY ACTION INSTITUTED AGAINST MELON BUSINESS.

YOUR USE OF THE APPLICATION, THE SERVICES AND/OR YOUR CUSTOMER PROFILE IS ENTIRELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF. MELON BUSINESS DO NOT ACCEPT LIABILITY THAT MAY ARISE IN CONNECTION WITH THE UPLOADING, REPRODUCTION, DISPLAY, USE, DISTRIBUTION OR SHARING BY YOU OF YOUR CUSTOMER PROFILE.

MELON BUSINESS, ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, AGENTS, CONSULTANTS, EMPLOYEES AND ASSOCIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING (WHETHER IN AN ACTION ARISING OUT OF CONTRACT, STATUTE, DELICT OR OTHERWISE) RELATED TO THE ACCESS TO AND/OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE APPLICATION, ANY PERSONALISED ITEM AND/OR ANY LINKED APPLICATION, THE CONTENT THEREOF, ANY FUNCTIONALITY THEREOF OR INFORMATION CONTAINED THEREIN, EVEN IF WE KNOW OR SHOULD REASONABLY HAVE KNOWN OR ARE EXPRESSLY ADVISED THEREOF.

Address for Service

The address for service for all purposes relating to these Terms including the giving of any notice, the payment of any sum, the serving of any process, is the physical address set out above. Melon Business shall be entitled from time to time, by giving notice to you, to vary its physical address for service to any other physical address. Melon Business shall be entitled to vary its address for service by notice on the Application, and accordingly you undertake to ensure you have the correct service address.

Entire Agreement

The Terms set out the entire agreement between you and us related to the subject matter hereof, and supersedes any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

Other legal notices

Melon Business shall be entitled to make use of all the data you provide for purposes of providing the services offered through the Application. Melon Business shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these Terms. All provisions of the Terms are, irrespective of the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these Terms which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be excluded from the agreement between us and the remaining provisions of these Terms shall remain in full force and effect.

Should Melon Business be prevented from fulfilling any of its obligations to you as a result of any event outside the control of Melon Business, then those obligations shall be deemed to have been suspended to the extent that, and for as long as, Melon Business is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding event. In the event that such event continues for more than 14 (fourteen) days after it has first occurred, then Melon Business shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these Terms by giving notice to you. An event outside of the control of Melon Business shall mean any event or circumstance whatsoever which is not within the reasonable control of Melon Business including, but not limited to, vis major, casus fortuitous, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement or any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage or transport facilities.

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the services referred to herein, or the Terms or any matter related to or in connection therewith.

For purposes of calculating any time periods GMT +2 shall apply.

Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002

Full name: Melon Mobile Business Proprietary Limited

Registration number: 2023/952122/07

Country of incorporation: South Africa

Physical address for receipt of service: Unit 601 The Studios, Loop Street, Cape Town, Western Cape

Telephone number: +27 68 643 2000

Website URL: <https://www.melonmobile.co.za/>

Email address: disclosures@melonmobile.co.za