

## TERMS & CONDITIONS

### PLEASE READ THE TERMS AND CONDITIONS CAREFULLY

1. GREENTREE TECHNOLOGY (PTY) LTD (hereinafter referred to as GT) is the sole owner of the GREENTREE Technology and any reproduction, onward sale or copying of the product by the client may result in civil prosecution and/or criminal charges being instituted.
2. GT reserves the right to do a credit check via the ITC or any other credit bureau.
3. Miscellaneous - This service may not be used for any unlawful purpose. GT retains the right to provide, on demand, to a court of appropriate jurisdiction, information regarding the use of this service upon issuance of subpoena or any other statutory notice.
4. GT, to the extent permitted by law, receive or disclose personal information, documents and/or credit profile information from or to
  - a. any credit providers, credit bureau or credit reporting agencies;
  - b. any law enforcement agencies that require the information for the prevention or investigation of criminal activities;
  - c. any of GT shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and service, marketing and/or auditing purposes;
  - d. any subsidiary or holding company of GT for any purpose connected with the Services or the Network or for marketing or incentive scheme purposes
5. All costs incurred during bank transactions will be for the client's account.
6. There will be a monthly administration fee of R5 or 1% of commission earned (which ever is the greater) levied, which will be for the account of the client and debited from the account referred to in the application or deducted from accrued commissions. This fee is only payable by clients taking part in the income generating option and is deducted from commissions earned.
7. GT reserves the right to increase the administration fee at its discretion on 7 (seven) days written notice. The administration fee is only payable by clients taking part in the income generator option and will be deducted from commission earned by the client.
8. GT will not be held responsible for any additional fees incurred on behalf of the client. All fees incurred, including, but not limited to, bank charges, transactions charges, administration fees and bank rejection fees will be collected from clients bank account or deducted from accrued commissions.
9. Modifications – GT has the right to change or modify these terms and conditions. Such changes may include, but are not limited to the tariffs charged, at any time with the method of notice determined by GT from time to time.
10. All credit which is payable to the client will be transferred into the clients holding account with GT no later than the 15<sup>th</sup> of the following calendar month. However, money earned via commission which exceeds the debit amount will be paid into the clients Bank account.
11. The client consents to receiving relevant advertising from time to time.
12. The client consents to receiving account status via sms.
13. The client accepts the Bank Debit Order with maximum value, as specified by the client in the application form above, and will pay the charges if there are not sufficient funds in the nominated account to honour any debit.
14. If the voucher value requested is not available or if the client does not have enough credit, the closest lower valued voucher will be issued.
15. Any applicant under 18 years of age, must be assisted by a parent or legal guardian when making the application and accepting these terms and conditions.
16. The client is responsible for ensuring that SARS is notified that you are earning an income via this service and it is the client's responsibility to apply for a Tax reference number and paying income or any other TAX..GT will send out IT3a forms when the client earns the SARS TAX threshold and will pay the TAX on behalf of the client and will deduct a small monthly fee for this service. GT reserves the right to withhold commission which is payable if the client has not applied for a TAX reference number and provided GT with written confirmation as issued by SARS of the relevant reference number.
17. The client will inform GT should his/her cell phone be stolen and provide a case number as issued by the SAPS as proof of such theft.
18. In the event of the client failing to inform GT of the theft of a cell phone, GT will not be held responsible if any third party accesses such client's account and purchases airtime on the client's account.
19. It can take 48 hours for the cell phone to be blocked and GT will not be responsible for unauthorised use of the account during such period.
20. There will be a R50 fee charged by GT for reinstating a client after failure to purchase over the required period.
21. Any change in address, telephone number, email address etc must be made known to GT via email before the 15<sup>th</sup> of the month, failing which the change will only be effected as from the following calendar month.
22. GT reserves the right to remove the client from the system if the client has not made use of the service for 40 (forty) consecutive days.
23. Disclaimer of Warranty – GT makes no guarantee, warranty or representation, express or implied, regarding the condition, merchantability or fitness of the information or communication services offered for any particular use or purpose.
24. The client acknowledges and agrees that - The quality and coverage of the cellular communication services (the Services) available shall be limited to that provided by the Service Provider and the Services may, from time to time, be adversely affected by physical features such as buildings and underpass, as well as atmospheric conditions and other causes of interference; and the client can not hold GT liable for any non-availability of the Services
25. Acceptance - Limitation of use - This credit may only be used with prepaid SIM cards exclusively on the network, which the client is using.
26. Limitation of Liability And Indemnity – GT shall not be under any liability (including liability for negligence) for any loss or damage or injury to the client whatsoever no matter when or how, arising out of the provision of the Services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable or not and in particular shall not be liable for financial loss or loss of profits, contract, anticipated business, savings, use or goodwill. The client indemnifies and holds GT, its directors, shareholders, licensee's and staff, harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by you, which arises directly or indirectly out of a breach of the terms of this agreement or the use by the client of the Services and/or the Cellular Phone, irrespective of the cause thereof. The insertion of a Service Provider SIM card into a cellular handset and/or the use by the client of the Services by the client, constitutes the client's acceptance of these terms and conditions. No terms, representations or warranties, other than those set out herein, shall be binding on GT unless reduced to writing and signed by a duly authorised representative of GT. GT has the right at any time to terminate the client's contract without warning.