SCHEDULE 0.1

PRE-PAID WALLET ACCOUNT
TERMS & CONDITIONS

IN RELATION TO

COURIER & LOGISTICS AGREEMENT

RAM GROUP HOLDINGS PROPRIETARY LIMITED

RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED

RAM HAND-TO-HAND LOGISTICS PROPRIETARY LIMITED

RAM SUPPLY CHAIN SOLUTIONS PROPRIETARY LIMITED

GO TO HUB PROPRIETARY LIMITED

"RAM" OR "RAM HAND-TO-HAND COURIERS"

Table of Contents

1 INTRODUCTION & INTERPRETATION 2
2 AGREEMENT 2
3 NATURE OF FACILITY 2
4 OPENING A PRE-PAID ACCOUNT 3
5 FUNDING & TOP-UPS 3
6 ACCOUNT DEDUCTIONS 3
7 ACCOUNT STATEMENTS 4
8 REFUNDS & CLOSURE 4
9 SUSPENSION & TERMINATION 4
10 LIABILITY & INSURANCE OPTION WAIVER 4
11 LEGISLATIVE COMPLIANCE 5
12 GENERAL 5
13 AGREEMENT AND ACCEPTANCE 5

1 **INTRODUCTION & INTERPRETATION**

1.1 The provisions of RAM's Interpretation Schedule relating to interpretation shall apply and the expressions defined in such document shall bear the meanings assigned to them therein.

1.2 The following words and expressions shall bear the meanings stated opposite them and cognate words and expressions shall bear similar meanings –

1.2.1	**Agreement**	these Pre-Paid Wallet Account Terms & Conditions, as accepted by Client on RAM's Website, read together with RAM's Legal Documents
1.2.2	**Client**	the enterprise, business or person in whose name a Pre-Paid Account is registered, acting through the representative who completes the registration and accepts this Agreement on its behalf
1.2.3	**Interpretation Schedule**	RAM's Interpretation Schedule as published from time to time on RAM's Website relating to interpretation
1.2.4	**Pre-Paid Account (also referred to as the Wallet Account)**	an account registered in the name of Client and funded by Client in advance, from which Service Costs and other amounts due to RAM are deducted, and which confers no right to credit or to any deferral of payment
1.2.5	**RAM's Legal Documents**	RAM's Legal Documents as published from time to time on RAM's Website under the heading RAM's Legal Documents including – i. 1 - Master Logistics Agreement ii. 1.1 - Interpretation Schedule; iii. 1.2 - Packaging, Prohibited & Restricted Items Schedule; iv. 1.3 - Data Privacy & Protection Schedule v. 1.4 - Website & It Platform Use Schedule and vi. RAM's Service Costs Schedule ("SCS" or "Rate Card")
1.2.6	**RAM's Wallet Portal**	RAM's Wallet Portal which is available at https://wallet.ram.co.za/
1.2.7	**RAM Group**	RAM Logistics, RTSA and any RAM Associate from time to time
1.2.8	**Service Costs**	all charges payable by Client for Services rendered by RAM
1.2.9	**Services**	means the courier and related logistics services provided by RAM to Client in terms of RAM's Standard Terms & Conditions contained in RAM's Legal Documents

2 **AGREEMENT**

2.1 Client hereby engages RAM to provide Client with Courier & Logistics Services and services incidental thereto on a strictly pre-paid basis, subject to this Agreement as read with RAM's Legal Documents, the full nature of which Client confirms it is aware of and to which Client agrees to be bound.

2.2 No application, credit vetting or approval by RAM is required, and this Agreement takes effect on registration of the Pre-Paid Account in terms of clause 4.

2.3 The prices shall be as stated on RAM's Service Costs Schedule as amended from time to time.

3 **NATURE OF FACILITY**

3.1 The Pre-Paid Account is **not** a credit facility. RAM does not grant Client any credit, loan, overdraft, payment terms or deferral of payment of any nature, and Client may not incur charges exceeding its available Pre-Paid Account balance.

3.2 RAM shall not be obliged to accept a booking or to render Services where Client's available Pre-Paid Account balance is insufficient to cover the anticipated Service Costs, and RAM may decline or hold any such booking until the Pre-Paid Account has been topped up.

3.3 Where, after a booking has been accepted or Services have been rendered, the actual Service Costs exceed the amount deducted or reserved (including as a result of a re-weigh or re-measure, a change in service, additional collection or delivery attempts, storage, redelivery, return to sender, surcharges or any other adjustment provided for in RAM's Legal Documents), the resulting shortfall shall be a debt immediately due and payable by Client on demand and shall be recovered from the next amount credited to the Pre-Paid Account.

3.4 Such a shortfall does **not** constitute the granting of credit, and RAM shall not charge interest, a deferral fee or any other charge in respect of the period during which it remains outstanding.

3.5 RAM shall have no liability of any nature for any delay, non-collection, non-delivery or cancellation arising from an insufficient Pre-Paid Account balance.

3.6 This Agreement is supplementary to RAM'S LEGAL DOCUMENTS, which continue to apply to all Services rendered.

4 OPENING A PRE-PAID ACCOUNT

4.1 Client opens a Pre-Paid Account by completing the online registration on RAM'S WALLET PORTAL, which requires only the registered and/or trading name of Client's business, the name of Client's authorised representative, and that representative's e-mail address and mobile number.

4.2 The Pre-Paid Account is activated once Client has accepted this Agreement and RAM has received Client's first top-up. No application form, credit vetting, trade references, financial information or approval process is required.

4.3 Client warrants that the information provided on registration is true, accurate and complete, that the person accepting this Agreement is duly authorised to do so on Client's behalf, and that Client will keep its e-mail address and mobile number current at all times.

4.4 RAM may request further information or supporting documents from Client only where RAM reasonably requires them to verify Client's identity or the source of funds, to investigate suspected fraudulent or unlawful use of the Pre-Paid Account, to process a refund, or to comply with any applicable law.

4.5 RAM may decline to open, or may suspend, a Pre-Paid Account where Client fails to provide information reasonably requested in terms of clause 4.3 within a reasonable time, or where RAM reasonably suspects fraudulent or unlawful use of the Pre-Paid Account or that the source of funds cannot be verified.

4.6 Client is responsible for keeping its Pre-Paid Account login credentials confidential and secure, and Client shall be liable for all bookings made and all Service Costs deducted by means of those credentials until Client has notified RAM in writing that they have been compromised, all as more fully set out in RAM'S WEBSITE & IT PLATFORM USE SCHEDULE.

5 FUNDING & TOP-UPS

5.1 All payments into the Pre-Paid Account must be made by electronic funds transfer, debit or credit card, or any other payment method made available on RAM's Website or otherwise approved by RAM in writing.

5.2 Funds are credited to the Pre-Paid Account only once they have actually been received and cleared in RAM's bank account, and Client must use the payment reference allocated by RAM. RAM shall not be liable for any delay in crediting a top-up caused by an incorrect or omitted payment reference.

5.3 Funds credited to the Pre-Paid Account are held by RAM as a pre-payment for Services and do not constitute a deposit as contemplated in the Banks Act 94 of 1990. The balance may be applied only towards Service Costs and other amounts due to RAM, is not redeemable for cash otherwise than on closure of the Pre-Paid Account in terms of clause 8, and bears no interest.

5.4 Client must ensure that the available balance in its Pre-Paid Account is sufficient to cover the anticipated Service Costs before requesting Services.

5.5 Where the available balance is insufficient, RAM may decline bookings and suspend Services until the Pre-Paid Account has been topped up, without notice and without liability to Client.

5.6 Should any payment made into the Pre-Paid Account be reversed, dishonoured, charged back or otherwise fail to clear after Services have been rendered or Service Costs have been deducted against the anticipated funds, Client remains liable for the full value of the Service Costs concerned, which shall be immediately due and payable and shall **not** constitute the granting of credit. RAM may set off the shortfall against any balance held by Client on that or any other Pre-Paid Account within the RAM Group, and against any other amount owing by RAM to Client, in addition to any other remedy available to RAM.

6 ACCOUNT DEDUCTIONS

6.1 On acceptance of a booking, RAM may reserve the anticipated Service Costs against Client's available Pre-Paid Account balance, and such amount is deducted once the Services have been rendered. Where the actual Service Costs differ from the amount reserved, the Pre-Paid Account shall be adjusted accordingly and clause 3.3 shall apply to any resulting shortfall.

6.2 RAM may also deduct from the Pre-Paid Account any other amount lawfully due and payable by Client in terms of this Agreement or RAM's Legal Documents.

6.3 Amounts credited to the Pre-Paid Account shall be applied first towards any shortfall contemplated in clauses 3.3or 5.6, and thereafter towards Service Costs as they arise.

7 ACCOUNT STATEMENTS

7.1 RAM will make available a statement or online summary showing account activity, deductions and current balance.

7.2 Client must review each statement and notify RAM in writing of any discrepancy within 30 (thirty) calendar days of the statement being made available.

7.3 Should Client fail to notify RAM of a discrepancy within this period, the statement shall be deemed to be correct, save in the case of manifest error or fraud.

8 REFUNDS & CLOSURE

8.1 Client may request closure of the Pre-Paid Account at any time, provided all amounts owing to RAM have been paid in full.

8.2 Any remaining positive balance will be refunded to Client within 15 (fifteen) Business Days of account closure, less any Service Costs already incurred or accrued but not yet deducted and any other amount then owing to RAM.

8.3 Unless otherwise required by law, no interest shall accrue on the Pre-Paid Account balance.

8.4 Any refund shall be paid into a bank account held in the name of Client and RAM may require Client to furnish proof of such bank account prior to effecting payment.

8.5 Should the Pre-Paid Account remain inactive, with no top-up or deduction activity, for a continuous period of 12 (twelve) months, RAM may, on 30 (thirty) calendar days' written notice to Client at its last known e-mail address, close the Pre-Paid Account and refund any remaining positive balance in terms of this clause 8. No portion of the balance shall be forfeited and RAM shall not levy any dormancy, administration or closure fee.

9 SUSPENSION & TERMINATION

9.1 RAM may suspend or terminate the Pre-Paid Account with immediate effect if -

9.1.1 Client breaches this Agreement or RAM'S LEGAL DOCUMENTS;

9.1.2 RAM reasonably suspects fraudulent or unlawful use of the account; or

9.1.3 any shortfall contemplated in c clauses 3.3or 5.6 is not settled within 7 (seven) days of written notice from RAM.

9.2 Upon termination, any remaining positive balance shall be refunded in terms of clause 8.

9.3 The suspension of Services for want of a sufficient Pre-Paid Account balance is not a termination of this Agreement and does not entitle Client to any damages, refund or compensation.

10 LIABILITY & INSURANCE OPTION WAIVER

10.1 **Client acknowledges, confirms and agrees that**–

10.1.1 should Client require any Liability Option or other type of insurance, this shall only become applicable in terms of a separate written quotation accepted by Client and RAM in writing; and

10.1.2 the Services are rendered at Client's own risk and no insurance or liability cover of any nature is included in the Service Costs or in the Pre-Paid Account.

10.2 In order to apply for any Liability Option or other type of Insurance, please contact RAM's Sales division (sales@ram.co.za) and we will get back to you with a Risk Assessment.

10.3 Accordingly, by accepting this Agreement as read together with RAM'S LEGAL DOCUMENTS, Client agrees, confirms and accepts that –

10.3.1 no insurance or other form of liability shall be extended to Client;

10.3.2 RAM will not be held responsible and Client hereby waives any claim for any Loss including, loss of profit, liability, damage, shortage, destruction, claim, expense, penalty, fine and/or attorney and other professional fees of any kind whatsoever and howsoever arising or caused and whether direct, indirect, consequential or of an incidental nature and whether such Loss arises in contract, delict or otherwise and more specifically stated in RAM's LEGAL DOCUMENTS.

11 **LEGISLATIVE COMPLIANCE**

11.1 No credit is granted to Client under this Agreement, and this Agreement is accordingly not a credit agreement as contemplated in the National Credit Act 34 of 2005.

11.2 RAM shall process Client's personal information, including banking and payment information, in accordance with the Protection of Personal Information Act 4 of 2013 ("**POPIA**") and RAM's 01.3 _ DATA PRIVACY & PROTECTION SCHEDULE.

12 **GENERAL**

12.1 Client chooses the e-mail address provided by it on registration, as updated from time to time, as its address for the service of all notices and legal process under this Agreement, and agrees that a notice sent to that address shall be deemed to have been received as contemplated in section 23 of the Electronic Communications and Transactions Act 25 of 2002. Client must notify RAM of any change to its e-mail address or mobile number.

12.2 RAM may amend this Agreement from time to time by publishing the amended terms on RAM's Website and notifying Client at its e-mail address not less than 30 (thirty) calendar days before the amendment takes effect.

12.3 Should Client not accept an amendment, Client may close its Pre-Paid Account in terms of clause 8 before the amendment takes effect. Continued use of the Pre-Paid Account after the amendment takes effect will be deemed to be acceptance of the amended terms.

12.4 Client may not cede, assign, pledge or otherwise transfer any of its rights or obligations under this Agreement, or any balance standing to the credit of its Pre-Paid Account, without RAM's prior written consent, and the Pre-Paid Account balance may not be used to settle the account of any third party.

13 **AGREEMENT AND ACCEPTANCE**

13.1 By clicking "I Accept" (or the equivalent) on RAM's Website, Client confirms that it has read, understood and agrees to be bound by this Agreement.

13.2 This Agreement, as read together with RAM's LEGAL DOCUMENTS including -

13.2.1 01 _ RAM's MASTER LOGISTICS AGREEMENT T&C's;

13.2.2 01.1 _ RAM's INTERPRETATION SCHEDULE;

13.2.3 01.2 _ PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE;

13.2.4 01.3 _ DATA PRIVACY & PROTECTION SCHEDULE;

13.2.5 01.4 _ WEBSITE & IT PLATFORM USE SCHEDULE;

13.2.6 RAM's Service Costs Schedule ("**SCS**" or "**Rate Card**");

collectively ("RAM's Legal Documents") contain the entire and only agreement between Client and **RAM** ("**Agreement**").

13.3 By accepting this Agreement electronically on RAM's Website, Client agrees to be bound by, and confirms that it has read and understood, all of RAM's LEGAL DOCUMENTS, all of which are available on RAM's Website (www.ram.co.za) under https://www.ram.co.za/Legal. Client agrees that its electronic acceptance constitutes a valid and binding signature for purposes of section 13 of the Electronic Communications and Transactions Act 25 of 2002.

13.4 Should there be any conflict between this Agreement and RAM's Legal Documents in relation to the operation of the Pre-Paid Account, the provisions of this Agreement shall prevail.

To open your Pre-Paid Wallet Account, please complete the online registration on RAM's WALLET PORTAL and click "I Accept".

Thank you.