

Terms of use – The Trademark System

1. Definitions

- 1.1 Trademark – a symbol, word, or words legally registered or established by use as representing a company or product
- 1.2 Token – A physical sticker marked with a QR code which is applied to a trademarked item
- 1.3 Permit – A document issued by a Licensor to the Merchant which allows the Merchant to use the Trademark of the Licensor
- 1.4 Licensor – A person or organization who gives another person or organization official permission to use their trademark. (the “**Licensor**” may also be referred to as “**You**” or “**Trademark owner**”
- 1.5 Merchant – A person or organization given official permission to use a trademark by the licensor
- 1.6 Quick Response code (QR Code) – a two dimensional bar-code that, in this case, contains a system link to the licensed product
- 1.7 Merchant interface – The user interface designed for Merchants and Resellers to use
- 1.8 Licensor Interface – The user interface designed for the Licensor to use.
- 1.9 Merchandiser – A person or organization who has received a permit to sell Trademarked items by the Licensor
- 1.10 Government enforcers – A user registered to the system who is working as law enforcement, who will have the ability to register via their police identity
- 1.11 Trademark Enforcers a user registered by the Licensor who will enforce the use of the Trademark. They can only register through the Licensor
- 1.12 Trademark System – The system designed to allow a Licensor the ability to issue Tokens and permits to a Merchant
- 1.13 The Company – Vendible, the owner of the Trademark system Software.

2. Agreement

- 2.1 The Trademark System permits you to issue out Permits and Tokens to Merchants who have applied to do so through the system.
- 2.2 You are hereby agreeing to all Terms and Conditions found within this Agreement. Should any terms or clauses be found invalid by a court, it will not render the entire agreement invalid.

3. Description of the Trademark System

- 3.1 The Trademark System allows you to receive Permits and Tokens from the Trademark holder you have applied to should they approve you.
- 3.2 Vendible does not supply a physical product, but offers a system (the Trademark System) which allows a Licensor to issue Permits and Tokens to Merchants.
- 3.3 Tokens will be unique Identifiers through QR codes, these unique identifiers link back to the system to view authenticity.
- 3.4 This system is designed to help stay within the Corporate Identity of the Trademark Holder, and insuring that you have received their permission to use their trademark/Corporate Identity.

4. Licensor Program Compliance Requirements

- 4.1 You must comply with this Agreement to participate in the use of the Trademark System
- 4.2 You must pay the prescribed fees

- 4.3 You must promptly provide Vendible with any information that we request to verify your compliance with this agreement
- 4.4 If you violate this Agreement, or if you violate terms and conditions of any other applicable Trademark System Agreement, then, in addition to any other rights or remedies available to us, we reserve the right to permanently (to the extent permitted by applicable law) withhold (and you agree you will not be eligible to receive) any and all fees otherwise payable to you under this Agreement, whether or not directly related to such violation without notice and without prejudice to any right of Vendible to recover damages in excess of this amount.

5. Vendible Customers and POPI

- 5.1 Registering on the system will require certain details being captured. Details may include (but not limited to) company address; Contact numbers; ID numbers; company registration numbers; banking details; personal address; employee details.
- 5.2 In accordance with the POPI Act these details may be removed upon request.
- 5.3 It strictly remains the responsibility of the User (you) to request to remove your data in accordance to the POPI Act. See Schedule 3
- 5.4 Your Phone number; email address; company name; and company location; may be shared with other registered users. Should you not wish this to occur. **Do not accept these terms and condition and refrain from using this system.**

6. Token Ordering

- 6.1 When ordering Tokens from the Trademark System it is your responsibility to insure that the correct processes and channels are being followed.
- 6.2 All orders placed through the system will take 5-10 working days to deliver, should it take longer than the allotted time please contact us.
- 6.3 All delivery fees are to the users account. Should your Tokens not arrive, you are subject to replace an order and pay the prescribed fees.

7. Token Receiving and Application

- 7.1 It is your responsibility to receive the goods and check for damage. Should a user accept the parcel it will be assumed that all the contents is there and that there is no damage.
- 7.2 Tokens will be specific per product batch, it is Your responsibility to apply the Tokens to each product individually.
- 7.3 Tokens are designed to stick to surfaces, however are not guaranteed to stick every time. It is Your responsibility to insure they are placed on a surface which will work adequately.
- 7.4 Tokens which fall off may need to be re ordered. The fees for Reordering/delivery and any other fees strictly remain the responsibility of the user.
- 7.5 Vendible is not responsible for the printing or distribution of the Tokens, this is outsourced to a third-party. Any delivery complains and queries should be addressed to the company you ordered from.

8. Warranties

- 8.1 Your access to and use of the Services or any content is at your own risk. You understand and agree that the services are provided to you on an “as is” and “as Available” basis. Without

limiting the foregoing, to the full extent permitted by law, Vendible disclaims all warranties, express or implied, of Merchantability, use of service or marketability.

8.2 Vendible makes no representation or warranties of any kind with respect to the services, including any representation or warranty that the use of the service will:

- 8.2.1 (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system, or data,
- 8.2.2 (b) meet your requirements or expectations,
- 8.2.3 (c) be free from errors or defects will be corrected,
- 8.2.4 (d) be free of viruses or other harmful components; or
- 8.2.5 (e) Be entirely secure or that the information you share with the Company will be secure.

8.3 The Company also makes no representations or warranties of any kind with respect to Content; User content, in particular is provided by and is solely the responsibility of, the User providing that Content. No advice or information, whether oral or written, obtained from The Company or through the Services will create any warranty not expressly made herein.

9. Identifying yourself when using the system

9.1 You must clearly state the following or any substantially similar statement previously allowed under this agreement, on your Site or any other location where Vendible may authorize your display or other use of the Program content

9.2 It is your responsibility to maintain the secrecy of your Username and Password. Do not Share these details with anyone. Vendible cannot and will not be held liable for any damages, consequential loss, or privacy infringement.

9.3 It is assumed reasonably that the details you have registered will act on behalf of you. Any acceptance of any agreement on the system will be deemed Valid as per the Electronic Communication and Transmission Act (ECT Act 2002). See schedule 2

10. Term and Termination

10.1 The term of this Agreement will begin upon your registration for or use of the Trademark System. Either you or we may terminate this agreement at any time, with or without cause (automatically and without recourse to the courts, if permitted under applicable law), by giving the other party written notice of the termination.

10.2 Upon final termination, your data will be marked as Old Data. This will allow it to be deleted by the party required to do so. Any data that needs to be kept for legal reasons, specified in the Protection of Personal Information Act (POPI Act) will be kept for the prescribed amount of time. See schedule 3.

11. Disclaimers

11.1 The purpose of this system (as defined in Schedule 6) remains the purpose of the System. No alterations will be made to the Trademark system unless Vendible decides to do so.

11.2 The Trademark System strictly remains the property of Vendible, any links, content, and intellectual property remains that of Vendible, See Schedule 1.

12. Limitations of Liability

12.1 In no event shall Vendible be individually liable to You or the User for any damages for the breach of fiduciary duty by third-parties, unless the Company's act or failure to act involves intentional misconduct, fraud, or a knowing violation of the law.

12.2 Notwithstanding anything written herein to the contrary, You acknowledge and agree that the Company (and its members, shareholders, and directors) will not be held liable for any losses or damages, whether indirect, incidental, special, or consequential, in profits, goods or services, irrespective of whether or not you or the user has been advised or otherwise might have anticipated the possibility of such loss or damage.

13. Indemnification

- 13.1 By agreeing to this document you are stating that you have chosen to take part in the system being offered by the Company (the Indemnified Party). You are choosing to use this service out of your free will.
- 13.2 You indemnify the Company, it's members, Directors, and employees against all claims, losses, demands, actions, damages (either physical, monetary or emotional) and causes of action whatsoever arising directly or indirectly out of your acts connected with or arising out of the use of the System, whether suffered by you or any other third party you represent or who may have been affected by your actions, and you hold The company harmless there from.
- 13.3 You understand that the service being offered is access to a digital solution, which may have errors, glitches, bugs or malfunctions. By using the system and encountering an Error resulting in loss as mentioned above, you understand that The Company, its directors, Employees, agents and members will not be and/or are not responsible for any losses or damages which may arise. You assume full responsibility for the decision to use, and the consequences thereof, of using the Trademark System.
- 13.4 Should you wish to lay a query in the form of a grievance or pursue legal means for recourse, you understand that you are to first follow the Dispute resolution, found in Schedule 4

14. Governing Law and Disputes

- 14.1 Should any clause be found to contradict the law within this document, it will not render the entirety of the document invalid. The full force of the agreement will stay in place, with the statement seen invalid by the law removed.
- 14.2 This agreement corresponds with the relevant POPI Act requirements as well as the relevant ECT Act requirements. Should one of these have been missed, it will not be to the fault of Vendible. Should you discover an issue you are to report it to the Vendible administration, once an issue is reported, Vendible will review the issue and have it corrected within 90 working days.
- 14.3 Any Disputes which may arise, follow a strict Dispute resolution procedure. For a full review of the dispute resolution procedure, please see Schedule 4

15. Taxes

- 15.1 All prices stated on the system are inclusive of VAT.

16. Additional Provisions

- 16.1 Upon receiving any Tokens from the system, you are to mark off the Tokens are "received" within 1 working day. Should you not accomplish this within the allotted time, it will be assumed that you have received the Tokens.
- 16.2 You are required to pay your Monthly prescribed fees in order to use this System. Once a Token is purchased the ownership is on you, however if the required fees (Annual, Monthly, or

Percentage) should not be paid. You will have 14 days in order to make payment. Should payment not take place, You will forfeit your access to the system rendering ALL Tokens registered to you invalid.

16.3 To be reinstated on the system, you will need to follow the dispute resolution, found in Schedule 4

17. Modifications

17.1 This constitutes the full and only agreement.

17.2 Vendible reserves the right to modify this Agreement by:

Posting a revised Agreement on/or through the system and;
Providing notice to you that this agreement has changed,
generally via email where applicable and otherwise through notifications on the system dashboard.

17.3 Modifications do not apply retroactively unless specifically stated. You are responsible for reviewing and becoming familiar with any modifications to the Agreement.

17.4 Certain revisions (such as to the Terms and conditions) May ask for your explicit agreement to a modified version of this Agreement (in the form of an approval or rejection tick box)
Rejecting any amendments or modification made to this Agreement means that you will no longer be permitted to use the Service. Your data will be dealt with as per Schedule 2 and 3.

17.5 These this document may be updated from time to time, following the guidelines set out in the ECT and POPI Act.

Schedule 2 – ECT ACT COMPLIANCE

- 1.1 In compliance with the ECT Act, you accept that by filling in your name, ID number, location, and date of acceptance, that you are the individual described during the sign up process.
- 2.1 It is assumed that your Domicilium is the location specified during the sign up procedure and that any notices, should they be physical, will be in relation to this address.
- 3.1 All other notices on any updates to the software, hardware, intellectual property, or changes to the contractual information (such as the Terms and Conditions) will be sent either via email or via the Resources Tab
- 4.1 For the purpose of this Schedule, the following provision of the ECT Act are apposite:
 - 4.1.1. **Section 12**

“A requirement in law that a document or information must be in writing is met if the document or information is-

 - 4.1.1.1. in the form of a data message; and
 - 4.1.1.2. accessible in a manner usable for subsequent reference.”
 - 4.1.2. **Section 13**
 - 4.1.3. Where the signature of a person is required by law and such law does not specify the type of signature, that requirement in relation to a data message is met only if an advanced electronic signature is used.
 - 4.1.4. Subject to subsection (1), an electronic signature is not without legal force and effect merely on the grounds that it is in electronic form.
 - 4.1.5. Where an electronic signature is required by the parties to an electronic transaction and the parties have not agreed on the type of electronic signature to be used, that requirement is met in relation to a data message if-
 - 4.1.5.1. a method is used to identify the person and to indicate the person's approval of the information communicated; and
 - 4.1.5.2. having regard to all the relevant circumstances at the time the method was used, the method was as reliable as was appropriate for the purposes for which the information was communicated.
 - 4.1.6. Where an advanced electronic signature has been used, such signature is regarded as being a valid electronic signature and to have been applied properly, unless the contrary is proved.”
- 5.1 The Parties agree that this may be signed electronically in terms of ECTA and that in terms of ECTA, the agreement, in electronic format, is not without legal force and effect merely because it is wholly or partly in the form of a data message.

Schedule 3 – POPI ACT COMPLIANCE

You hereby declare and confirm that you, as the person/entity/body/individual/company who is providing information and hereinafter collectively referred to as the “Client”, do hereby irrevocably agree and understand that any/all information supplied or given to Vendible referred to as “Vendible” is done so in terms of the below agreement.

- 1. “Confidential information” includes, but is not limited to:**
 - 1.1. Any information in respect of know-how, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the client and the company in whatever form it may be;
 - 1.2. All internal control systems of the client and the company
 - 1.3. Details of the financial structure and any other financial operational information of the client and the company; and
 - 1.4. Any arrangements between the client and the company and others with whom they have business arrangements of whatsoever nature, all of which the client and the company regards as secret and confidential
- 2. “Personal information” means personal information as defined in the Protection of Personal Information Act, referred to as the “POPI” Act.**
 - 2.1. Information relating to an identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:
 - 2.1.1. The race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 2.1.2. information relating to the education or the medical, financial, criminal or employment history of the person;
 - 2.1.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - 2.1.4. the biometric information of the person;
 - 2.1.5. the personal opinions, views or preferences of the person;
 - 2.1.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - 2.1.7. the views or opinions of another individual about the person; and
 - 2.1.8. The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 3. Accountability**
 - 3.1. As per the POPI Act, a responsible party is required for the control of Personal Information.
 - 3.2. A “Responsible party” means a public or private body or any other person which, alone or in conjunction with other, determines the purpose of and means for processing personal information. Vendible and The Trademark system simply makes the data available to the Licensor to be able to conduct business.
 - 3.3. By accepting this contract, you acknowledge that a Licensor will be the Responsible party who will determine the purpose of the Data. As this is a large System with, it is only able to mark data as “Old Data” (Old Data is defined as data no longer needed in the system. This may be users who have requested to be removed or are no longer active on the system)

3.4. The licensor is solely responsible for insuring the correct processing of Data under the POPI Act

4. Processing Limitation

4.1. As Part A of the POPI Act

4.1.1. Lawfulness of processing.

4.1.1.1. Personal information must be processed—

4.1.1.1.1. (a) lawfully; and

4.1.1.1.2. (b) in a reasonable manner that does not infringe the privacy of the data subject.

4.1.2. Minimality.

4.1.2.1. Personal information may only be processed if, given the purpose for which it is process, is adequate, relevant and not excessive.

4.1.3. Consent, justification and objection

4.1.4.11. (1) Personal information may only be processed if—

4.1.4.1. (a) the data subject or a competent person where the data subject is a child consents to the processing;

4.1.4.2. (b) processing is necessary to carry out actions for the conclusion or performance of a contract to which the data subject is party;

4.1.4.3. (c) processing complies with an obligation imposed by law on the responsible party;

4.1.4.4. (d) processing protects a legitimate interest of the data subject;

4.1.4.5. (e) processing is necessary for the proper performance of a public law duty by a public body; or

4.1.4.6. (f) processing is necessary for pursuing the legitimate interests of the responsible party or of a third party to whom the information is supplied.

4.1.4.7. (2) (a) The responsible party bears the burden of proof for the data subject's or competent person's consent as referred to in subsection (1)(a). (b) The data subject or competent person may withdraw his, her or its consent, as referred to in subsection (1)(a), at any time: Provided that the lawfulness of the processing of personal information before such withdrawal or the processing of personal information in terms of subsection (1)(b) to (f) will not be affected. (3) A data subject may object, at any time, to the processing of personal information— (a) in terms of subsection (1)(d) to (f), in the prescribed manner, on reasonable grounds relating to his, her or its particular situation, unless legislation provides for such processing; or (b) for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications as referred to in section 69. (4) If a data subject has objected to the processing of personal information in terms of subsection (3), the responsible party may no longer process the personal information.

4.2. By accepting this agreement, you confirm that you have read and understood the meaning and effect of this agreement and that you agree to be bound by it from the date of signature (electronic signature in this case). If you do not understand the meaning or effect of any of the clauses contained in this agreement, DO NOT SIGN IT, you must request that it be explained to you before accepting and concluding this agreement by contacting "Info@vendible.co.za"

4.3. You hereby consent to the indemnified Party and its officers, employees, agents and third party service providers lawfully collecting, processing, storing and transferring my personal

information, as defined in the POPI Act. In accordance with POPI and to process such information insofar as necessary.

- 4.4. As a Licensor/User you agree to Act within the constraints of the POPI Act. For All relevant POPI Act sections, please view <https://www.justice.gov.za/infoereg/docs/InfoRegSA-POPIA-act2013-004.pdf>

Schedule 4 – DISPUTE RESOLUTION AND ARBITRATION

Standard procedure will be followed:

- 1.1. If any dispute arises out of or in connection with this Agreement, or related thereto, whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of negotiation and in the even of failing, by way of mediation and in the event of that failing, by way of Arbitration. The reference to negotiation and mediation is a precondition to the parties having the dispute resolved by arbitration.
- 1.2. A dispute concerning this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by:
 - 1.2.1. negotiation; failing which
 - 1.2.2. mediation; failing which
 - 1.2.3. Arbitration.
- 1.3. Within ten Business Days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorised representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within 15 Business Days.
- 1.4. If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) (AFSA).
- 1.5. If mediation fails, the parties must refer the dispute within 15 Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration online under the then current rules for expedited arbitration of AFSA. If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.
- 1.6. The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.
- 1.7. During the time of Negotiation, Mediation, and Arbitration. Neither party will approach a Court. By approaching the Court before these three stages have been conducted and concluded you agree that you are bring a frivolous case before the courts.
- 1.8. This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause

I have not made my payments and no longer have access to the system

- 1.1 Notwithstanding items mentioned in Schedule 2 and 3 as well as the entirety of the agreement. You will need to provide a proof of payment of the full outstanding amount for your membership fees.
- 1.2 During this time, your status will be moved on the system resulting in you no longer having access to any system information. This includes no longer having access to the Tokens in the system.
- 1.3 Once you have paid up your membership fees. You will be reinstated so long as no other issues arise on your name. Upon reinstatement, you will need to reissue/reorder Tokens.

I believe my order was not shipped

- 1.1 All printing and deliveries will be done by a third-party.
- 1.1.1 Should your Tokens not have been printed, you will need to contact the relevant printing company who has been elected to print out your Tokens. These details are made available to you through the Resources tab in the system
- 1.1.2 Should your Token Printing be completed, however your deliver has not been completed. Please contact the relevant delivery service you selected upon ordering your tokens.
- 1.1.3 The Trademark System and The Company are not responsible for the involvement or condition of these items.

I believe my data has not been handled correctly

- 1.1 Should you believe your data has not been handled by the responsible party correctly, You will be required to reach out to the Responsible party and inform them of where you believe it has been miss managed.
- 1.2 Upon receiving your request, the Responsible party will be required to investigate their alleged miss management.
- 1.2.1 Should there be no evidence of miss management, the data will be continue to be processed
- 1.2.2 Should there be evidence of miss management, the responsible party will be required to correct this within 90 working days.

I encountered a bug which I believe lost me money.

- 1.1 In reference to the indemnity agreed to herewithin. The Company, its members, shareholders, managers, and interested parties cannot be held liable for any consequential losses or damages.
- 1.2 If an issue has occurred you can report this issue, but there will not be financial recourse for this.

Schedule 5 – PRIVACY NOTICE

5.1 By using this system, have agreed to the Terms and Conditions found herewithin. Schedules 2-3 specify the POPI Act and The ECTA.

5.2 Who Collects your data?

5.2.1 Any personal data provided to or collected by Vendible is controlled by The Responsible Party.

5.2.2 This Privacy Notice applies to personal data collected by Vendible in connection with the services we offer.

5.2.3 Any Personal data provided to, or collected by Vendible is

Schedule 6 – PURPOSE OF THE SYSTEM

The merchant system is intended to allow a Trademark holder the ability to allow a Merchant to use their Trademark and CI correctly.

The system allows a Trademark holder to issue permits which act as an agreement for the trademark to be used, as well as Tokens which will be applied to each product individually.

This system is not to be modified in any way by any request unless The Company has decided that it is a suitable adjustment. It is entirely to the discretion of the Company should a change take place.

The system is not to be modified directly to the needs of an individual.

The system is should be used for what it is intended for as specified for here. Miss use of the system will result in a ban of your user profile.