



Terms of Use

These Terms govern your access to, usage of all content, Product and Services available through <https://virtualeye.co.za>, or any related platform or application (collectively, "Platform"). You agree that you have read, understood, and agree to be bound to the terms and conditions contained herein ("**Terms**"). All rights in and to the content of the Platform always remain expressly reserved by Virtual Eye ("us", "we", or "our").

Your access to our Platform is subject to your acceptance, without modification, of all of the Terms contained herein and all other operating rules and policies published and that may be published from time to time by us.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.

The terms "user", "you" and "your" are used interchangeably in these Terms and accordingly refer to (i) you, as our client (whether personally or as a company); or the administrator of your company account ("**admin**") and/or (iii) any secondary users including employees and any other personnel who access and/or use the Services under your account (the "**authorised user(s)**").

Our Services

What our Platform offers

VirtualEye is lifestyle-based rewards platform designed to enhance everyday living by offering users access to exclusive discounts, special offers, and cashback incentives from a wide network of participating brands. Whether used personally or as part of an employee incentive program, the Platform provides seamless value through curated deals and reward opportunities tailored to diverse lifestyles. Additionally, by integrating with the [My World](#) platform, users can earn shopping point cashback on eligible purchases, further maximising their savings and reward potential ("**Services**").

Support Services

VirtualEye will provide reasonable support services to assist you with any bugs, errors, or issues experienced in connection with the use of the Platform or Services. Support requests may be submitted via the designated support channels as specified on the Platform. VirtualEye will use commercially reasonable efforts to investigate and resolve reported issues in a timely manner. Support services do not include assistance with issues arising from unauthorised modifications, third-party software, or use of the Platform in a manner not in accordance with these Terms.

Modification to the Services

We may continuously update our Services with new capabilities or offerings or replace and/or discontinue some of the capabilities. You acknowledge and agree that some of the features and capabilities may be experimental in nature. In addition, we may at any time, in our sole discretion add or remove supported features and/or capabilities.

Platform Account

To use the Services, you must register and open an account through the Platform or as otherwise directed. To complete the account registration, we will require certain information which may include company information, contact information and an adequate password. By providing us with such personal information, you consent to us processing data of your personal data.



You will be solely responsible and liable for any activity that occurs under your account. You are responsible for keeping your account information up-to-date and for keeping your password secure.

When signing up to our Services you agree to provide accurate, current, and complete information and to update this information as and when it changes. To protect the privacy and security of your account, we take reasonable steps to verify your access by requiring your password together with your email address to grant access to your account and associated data. Please update recorded personal data yourself where necessary through your account or contact us to view or change your personal data and accesses provided.

You are responsible for maintaining the security of your account that you use to access the Platform and Services. You shall not share or misuse your access credentials. You must notify us immediately of any unauthorised uses of your account or upon becoming aware of any other breach of security.

Payment Terms

Consultation and Quoting: If you are a VirtualEye Individual user, an initial meeting with a rewards consultant is required to determine which subscription package best suits your needs. VirtualEye Corporate users will meet with a consultant to discuss their requirements and will receive a comprehensive quote for the cost of the Services based on their specific needs.

VirtualEye Individual

Subscription Fee: Once you have consulted with a rewards consultant, you may proceed to subscribe to one of our packages. The subscription fee is billed from the day you first subscribe, and you will be rebilled on the same day of each following month or year thereafter until you cancel your subscription or change your package. Our subscription fees are available on the Platform and are subject to change at any time in our reasonable discretion. You will be given 30 (thirty) days prior notice where there is a change in the fee charged.

Online Payment: Online payments are facilitated via third party payment service providers or payment gateways that may be integrated and embedded in the Services. You understand that you will be bound by the relevant payment service provider's terms of use and privacy policy and that you may need to hold, or register, an create an account with such payment service provider. We are not responsible or liable for any activities or conduct of any payment service provider, and you agree to hold us harmless against any and all liability arising from or in connection with your use of any payment functionality and services.

Limitation of Use: Your right to use our Platform is subject to any limits we or your credit card issuer may establish. If payment cannot be charged to your payment card or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate your account and access to the Services.

VirtuaEye Corporate

Invoice Payment: Service fees for the Platform and Services will be invoiced monthly following acceptance of a fee proposal or quote. Each invoice issued must be paid in full within 30 (thirty) days following receipt of the invoice, unless otherwise agreed in writing. Failure to make payment within this period may result in suspension or termination of access to the Platform and Services, in accordance with these Terms.

Late payments: Any late payments may bear interest at the rate of 2% per month from the payment due date until it is paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Virtual Eye in collecting any overdue amounts. If you



are late on payment for the Services, we may suspend your access to Virtual Eye or terminate our agreement with you.

Responsibilities and Warranties

Platform Responsibilities: by using the Platform and/or the Services, you, as our client, warrant that -

- as a corporate client, your admin and authorised users use of and access to the Services associated with you as the client, are done under your authority and you consent to the sharing of personal information with us and indemnify VirtualEye in this regard;
- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- you have not made any misrepresentations and the information provided in the registration process about you, or your company and/or your authorised users is true, accurate and complete in every aspect;
- all users of the Platform and the Services are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
- you lawfully possess and submit all information to VirtualEye for the use of the Platform and the Services and hereby indemnify Virtual Eye against any third-party claims that may arise due to the processing of the information shared by you with VirtualEye;
- you will not post, upload, replicate or transmit any abusive content on the Platform or through the Services that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Platform or the Services;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform or the Services including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the Services or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or VirtualEye or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform or the Services for any commercial purpose other than as expressly provided for by VirtualEye herein;
- you will not use the Platform or the Services to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing VirtualEye to enforce all of our rights in the case of breach, including but not limited to denying you access to the Platform or the Services, reporting your actions to an applicable authority or instituting legal proceedings against you.



Connected Devices: The Platform or the Services is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform and the Services. We do not guarantee that the Platform or the Services, or any portion thereof, will function on any particular hardware or device.

Access to Platform in Breach: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform and/or the Services where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

Third-Party Services

The Platform may integrate with third-party rewards and discount offering platforms to provide certain features and services to users ("**Third-Party Services**"). By using the Platform, you acknowledge and agree that such integrations are necessary for the delivery of the Services, and that the availability, accuracy, and performance of these Third-Party Services are outside of our control. To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless VirtualEye, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with your use of, or inability to use, any Third-Party Services integrated with the Platform, including but not limited to any acts or omissions of such Third-Party Services.

Virtual Eye assumes no responsibility for the content, privacy policies, or practices of any Third Party Services. VirtualEye shall also not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third Party Services.

We advise you to read the terms and conditions and privacy policies of any Third Party Services that you visit through the Platform.

Confidentiality

You acknowledge that the processes, functionality, and services of the Platform constitute valuable proprietary and confidential information of Virtual Eye. You agree to maintain the confidentiality of all such information and not to disclose, reproduce, or use any part of Virtual Eye's processes, Platform functionality, or services for any purpose other than as expressly permitted under these Terms. This obligation of confidentiality will survive the termination of your use of the Platform and Services. You further agree to take all reasonable steps to protect VirtualEye's confidential information from unauthorised or competitive access or disclosure.

Data Processing

We will store and process all data you share with us when signing up to our Services and through your VirtualEye account when using the Services, in accordance with applicable data protection legislation (including the Protection of Personal Information Act 4 of 2013 ("**POPIA**")) and our Privacy Policy.

You hereby grant us, the right to use and process your data for the purpose of providing our Services to you. We will process, store and maintain your data for such period of time necessary to provide our Services to you as our client.

Please see our Privacy Policy for more information on how we process personal data.

Messages and Hyperlinks

Data Messages between You and VirtualEye

Data messages, including email messages and support queries, you send to us will be considered as received only when we acknowledge or respond to these messages.



Data messages we send to you will be regarded as received when the data message enters your email sever inbox or internal Platform messaging inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content. Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

Intellectual Property

Platform IP: All Platform and software layout, Platform and software content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by VirtualEye, our shareholders, directors, and/or affiliates, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

User submitted IP: All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a revocable, non-exclusive, non-transferable, fully paid licence to use such intellectual property to provide you with our Services.

Feedback: If you provide us with any suggestions, comments or other feedback relating to our Services or company (collectively, "**Feedback**"), such Feedback is provided 'as is' and is and will be deemed as our sole and exclusive property. You hereby irrevocably assign to us all of your rights, title and interest in and to all Feedback, if any, and waive any moral rights you may have in such Feedback. Without derogating from the foregoing, you hereby represent and warrant that you will not provide any Feedback to us which is subject to any third-party rights or any limitations or which you are otherwise precluded from providing to us and shall notify us as soon as you become aware of any third-party right or limitation which may apply to any Feedback already provided by you.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform, the Services or VirtualEye are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.



Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform or within the Services, or to suspend or terminate the Platform or the Services, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party ("**third party IP**") all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions. If there is a conflict between the licensing terms of third-party IP and these Terms, the licensing terms of the third-party IP shall prevail only in connection with the related third party IP. VirtualEye disclaims all liability related to any third-party components utilised in the Services. You acknowledge that Virtual Eye is not the author, owner or licensor of any third-party IP, and we accordingly make no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of third-party IP.

User License: Subject to adherence to the Terms, Virtual Eye grants to you a personal, revocable, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine within your network. However, nothing contained on the Platform or via the Services or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission.

Testimonials and Reviews: Unless otherwise agreed between the parties, you provide Virtual Eye with the right to use and display, in perpetuity, a portion of the outcome of the Services and/or any testimonial or review for our own promotional or marketing purposes in any medium or public space (including the Platform and social media). It is your responsibility to inform us if any part of the displayed information is confidential or will have a detrimental effect on you if used by us for promotional or marketing purposes.

Publicity: You are permitted to publicly state that you are a client of Virtual Eye and to display VirtualEye branding in connection with your use of the Services. You agree that we may include your company name or branding in a list of VirtualEye clients, online or in promotional materials and that we may also verbally reference you as a client of VirtualEye. Any use of a party's intellectual property and branding will inure to the benefit of the party holding intellectual property rights to such branding. A party may revoke the other party's right to use its intellectual property under this clause by written notice providing a reasonable notice period within which to stop use of such intellectual property.

Disclaimer

Our Services are provided "**AS IS.**" and "**AS AVAILABLE**" basis. VirtualEye and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither VirtualEye, nor its suppliers and licensors, makes any warranty that our Services will be error-free or that access thereto will be continuous or uninterrupted.

You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

All content, information, and/or opinions of merchants made available on the Platform/Services in relation to any of the Services are those of the authors and not VirtualEye. While we make every reasonable effort to present information and offers accurately and reliably, we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information.

We take reasonable security measures to ensure the safety and integrity of the Platform and the Services and to exclude viruses, unlawful monitoring and/or access. However, we do not



warrant or represent that your access to the Platform or the Services will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform or the Services will be free of bugs, viruses, worms, trojan horses or other harmful components.

To the maximum extent permitted by applicable law, VirtualEye, its shareholders, directors, employees, partners, and affiliates shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, goodwill, or other intangible losses, resulting from (i) your use of or inability to use the Platform or Services; (ii) any unauthorised access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from the Platform; or (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Platform by any third party.

You expressly acknowledge and agree that VirtualEye is not liable or responsible for any defamatory, offensive, or illegal conduct of other users or third parties.

Indemnities

You indemnify and hold harmless VirtualEye, its shareholders, directors, employees, and partners from any demand, action or application or other proceedings, including reasonable attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services or transactions concluded thereby in any way, except to the extent such losses arise from the gross negligence or wilful misconduct of VirtualEye or its representatives.

You agree to indemnify, defend, and hold VirtualEye, its shareholders, directors, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) to the extent arising from your use of the Platform or Services and/or breach of these Terms, except to the extent such liability, loss, claim, or expense results from the gross negligence or wilful misconduct of VirtualEye or its representatives.

Limitation on Amount of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAY BE HELD LIABLE UNDER THESE TERMS FOR ANY AMOUNT EXCEEDING THE AMOUNT PAID BY A CLIENT TO VIRTUAL EYE FOR ITS SERVICES DURING THE PRECEDING TWELVE MONTHS.

This clause will survive termination of these Terms.

Termination

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM/ OR SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

If you wish to terminate the Agreement or your VirtualEye account, you may simply discontinue using our Services.

All provisions of the Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

In the event of termination of your agreement with these Terms we will remove you from the Platform and the Services and delete your account and associated data in accordance with our data retention formula and processes.

Notices and Service Address



Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of VirtualEye, at info@virtualeye.co.za; or
- in the case of the client, at the e-mail, cellphone number, and/or address provided when onboarding with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

Company Information

- Site owner: VirtualEye (Pty) Ltd
- Legal status: Private Company
- Registration number: 2017/470764/07
- Description of business: Rewards Platform
- Platform address: <https://virtualeye.co.za/>
- Email address: info@virtualeye.co.za
- Telephone number: +27 (0) 87 086 3332
- Registered address: 71 Generaal Hertzog, Dan Pienaar, Bloemfontein, 9301
- Postal address: As above.

Changes

VirtualEye reserves the right, at our sole discretion, to modify or replace these Terms at any time.

If we make changes that are material, we will let you know by posting on our Platform, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect.

We will try to provide at least 30 day's notice prior to the effective changes. If you disagree with our changes, then you should stop using our Services within the designated notice period, or once the changes become effective.

Your continued use of our Services will be subject to the new terms.

General

Relationship Between the Parties: The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party.



Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

Entire Agreement: This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless published on the Platform.

No Indulgence: No indulgence, leniency or extension of time granted by VirtualEye shall constitute a waiver of any of VirtualEye's rights under these Terms and, accordingly, VirtualEye shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Importation of Words: Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay: In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by VirtualEye in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions above.



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