

TERMS OF SERVICE

Current version: Version 1.1

Revision date: 9 April 2021

Changes from version 1.0 to 1.1

Section 9 “Investment Process” has been updated to accommodate “Soft Target Raise” and “Hard Target Raise” capital raise mechanisms.

1. AZUZA WEALTH TERMS OF SERVICE

- 1.1 These Terms of Service (“Terms of Service”) govern the use of the digital user interface (including the Mobile Applications, Web Application, Hybrid Applications, Website, email and/or all digital means of communication and interaction) (collectively “the Site”) and services (the “Services”) of Azuza Wealth, a private company duly incorporated in accordance with the Company laws of the Republic of South Africa under registration number 2006/021666/07, with its postal address at POSTNET SUITE 119, PRIVATE BAG X 32, HIGHVELDPARK, GAUTENG, 0169 (together with its affiliates, the “Company”), in addition to any supplementary terms applicable to any particular feature, content and functionality of the Services, which supplementary terms shall be incorporated into the Terms of Use as if specifically recorded.
- 1.2 The Company reserves the right, in its sole discretion, to change, supplement, vary, modify, add or delete portions of these Terms of Service at any time, by posting a revised version of these Terms of Service, if any, on the Site.
- 1.3 We will notify you of any material changes by way of email, which will contain a link to the updated Terms of Service or with a prominent notice on the Site. Access to, or your continued use of the Site and/or Services, shall constitute your acceptance of the revised Terms of Service. Should you disagree with the revised Terms of Service, you may discontinue using the Services.
- 1.4 These Terms of Service will also apply to any future services and interaction channels (if any) that may be made available by the Company, unless stated otherwise.

- 1.5 It is important that you read and understand the Terms of Use under which you will visit and use this Site, prior to using the Services offered by the Company. By using the Site or Services in any manner (including but not limited to, accessing the Site, registration for the Services and the like), you agree that you have read these Terms of Service, you accept that these Terms of Service as well as the Company's Privacy Policy, are binding on you, and that you agree to abide by these Terms of Service. Should you not agree with these Terms of Service, you may not make use of the Site and/or Services.

2. ACCEPTANCE OF TERMS OF SERVICE

- 2.1 The Services are offered subject to your acceptance, without alteration, of all the Terms of Service stipulated herein, which Terms of Service include the Company's Privacy Policy (which Privacy Policy is available on the website), as well as all other operating rules, procedures, policies and the like that may be published by the Company on the Site from time to time, all of which are incorporated herein, as if specifically recorded. Moreover, certain services offered through the Site, may be subject to further terms and conditions promulgated by the Company, the use of which shall be contingent upon compliance with said further terms and conditions.
- 2.2 By acceptance of these Terms of Service, you represent and warrant that you have the required legal and contractual capacity to enter into and be bound by a duly executed contract. More specifically, you, in the event that you are an individual, must be at least 18 (eighteen) years old, to make use of the Site and/or the Services. In addition, you warrant that all registration information provided by you is true and correct. The Company reserves its right to reject any application for registration and/or membership, at its sole discretion, and to change its requirements for the same at any time.

3. USE OF THE SITE

- 3.1 You may access the Site, however in order to make use of the Services and browse the various investment opportunities available through the Site, you will be required to register on the Site, alternatively, the Company's mobile application, by becoming a member, which will require you to provide a username, password and complete the necessary fields therein. The information required to be submitted by you must be accurate, up to date and complete. Failure to adhere to the aforementioned shall be deemed a material breach of these Terms of Service, which may result in your application being rejected.

- 3.2 You shall remain responsible for any and all activity on your profile, as well as ensuring that your personal information is protected at all times. Should you become aware of any breach of your profile, you shall be required to immediately notify the Company of said unauthorised activity for investigation.
- 3.3 You are not allowed to share your membership/account details with any other person. The Services are for your personal use, and shall not be utilised for any commercial purposes or the benefit of your clients, affiliates or the like.
- 3.4 It shall remain your responsibility to ensure that your devices are compatible with and support the use of the Site. You shall ensure that you maintain your device/s updated and/or in a condition for them to support the use of the Site.
- 3.5 You will use our Services and treat the intellectual property of the Company in the utmost good faith, and only for the purpose for which it is intended. Any misuse, violation or breach of these Terms of Service, as well as any directive from the relevant authorities (including in particular all financial institutions), may result in the Company terminating your use of the Services and/or Site, in which case the Company shall be entitled to clear your Azuza Wallet and you shall be deemed to have offered your Share Token/s and/or funds (if any) for sale, and the Company shall be entitled to facilitate the sale thereof as your duly authorised agent on such terms and conditions as the Company may deem fit, in order to give effect to the termination of your membership. All amounts (if any) due to you, will be remitted to give effect to such termination.

4. MEMBERSHIP

- 4.1 Membership is open to all legal persons, both natural and juristic, foreign and international. Membership may however be denied and/or rejected on the grounds of a member/applicant failing to provide the required personal or company identification documentation (as required in terms of the Financial Intelligence Act 38 of 2001 "FICA"), or in the event that a member/applicant is identified as a 'politically exposed individual'.
- 4.2 By applying for membership, you declare that the origin of your/your company's funds are legal in nature, are good, clean and that should the Reserve Bank of South Africa, the FSCA and/or any law enforcement agency within the applicable

jurisdiction require, you consent to providing the Company with the necessary proof evidencing the origin of your funds.

5. FEES AND PAYMENTS

5.1 Your membership is free of charge, however, certain Services offered by the Company are subject to the payment of fees and/or charges. In respect of the Services which are subject to a fee and/or charge being payable to the Company, the Company confirms that same are as follows (the fees/charges are inclusive of VAT):

5.1.1 EFT Cash Deposit - Free of charge;

5.1.2 CryptoCurrency Deposit – 1% (One Percent);

5.1.3 Initial Offering – Buying Shares - 1% (One Percent);

5.1.4 Azuza Market Trades:

5.1.4.1 Seller - 0% (Zero Percent); and

5.1.4.2 Buyer - 1% (One Percent).

5.1.5 Withdrawal of funds to Bank Account – R15.00 (Fifteen Rand).

5.2 Should you elect to make use of such Services pursuant to considering such information, you agree to pay all applicable fees and/or charges . Any fees and/or charges paid by you shall be non-refundable, subject to the Company's discretion in terms thereof.

5.3 You are liable for payment of all applicable taxes associated with your use of the Services (including but not limited to, dividends tax).

5.4 Changes to the Company's fees and/or charges shall be effective immediately pursuant to the Company posting a notice on the Site indicating such changes.

6. NOT A PUBLIC OFFERING

- 6.1 The Company is a community of angel investors that back eco-friendly, sustainable startups. Our members get exclusive access to early stage, high growth startups that aim to positively impact our planet, nature and humanity as a whole.
- 6.2 The Company philosophy is that all members declare themselves to be an 'Angel' investor, and by accepting membership in the Company's community, you agree to be exposed to all investment opportunities offered on the Site.
- 6.3 All share offers are only available to the Company's members.

7. ACKNOWLEDGEMENT OF RISK

- 7.1 You acknowledge that startups are risky investments. As a member you accept that there is a larger than normal risk associated with investing in a startup business.
- 7.2 It shall remain your responsibility to seek legal and/or financial advice in respect of the effect of the Services provided by the Company and/or any investment made by you on the Company platform.
- 7.3 You acknowledge that you will be required to conduct your own enquiries and/or due diligence on any investment opportunity, and agree that by making such investment, you are satisfied that you are making an informed decision.
- 7.4 Under no circumstances does any information contained on the Site, or provided to you through your membership with the Company or by any employee, agent or affiliate of the Company, constitute financial, investment or other professional advice.
- 7.5 You are solely responsible for any decision to, buy or sell digital currency and/or shares, and any such decision should take into account your risk tolerance and financial circumstances. For more information on the risks involved, you should consult your legal and tax professional in relation to your specific situation and the Services provided by the Company.
- 7.6 The Company does not undertake or guarantee that any investment opportunity published on the Site as being profitable or risk free.

8. INITIAL OFFERING – BUYING SHARES

8.1 The Company will offer two types of investments to its members:

- (1) Shares in an SPV; and
- (2) Section 12J tax benefit Shares.

8.2 Shares in SPV

8.2.1 An SPV is a specially constituted, limited liability company that has been mandated to buy, manage and hold shares in the company seeking investment (“the investee company”), and which you would be investing in. There is thus a ‘one to one’ relationship between the SPV and the investee company.

8.2.2 The activities of the SPV are ring-fenced to ensure that the shareholders of the SPV are protected from debt being incurred (the SPV will be debt remote).

8.2.3 The shares on offer to our members are Class B shares. Class B shares are non-voting shares, which do not afford shareholders any voting rights in the SPV. Class B shares shall own 100% (One Hundred Percent) of the economic benefit of the SPV’s business activities. The Company shall own the Class A shares, and is therefore responsible for managing the SPV.

8.2.4 The Class A shareholder (the Company), is entitled to a seat, with full voting rights, on the board of the investee company, which means that the Company shall represent the SPV shareholders on the board.

8.3 Section 12J Shares

8.3.1 Where applicable, and where allowable, the Company will also offer shares for sale to our members as regulated by the South African Revenue Service (“SARS”) Section 12J offering. Under this offering, capital is invested for a mandatory 5 (Five) year period and the capital cannot be accessed for the duration of this period.

8.3.2 Section 12J shares offer a tax incentive, whereby 100% (One Hundred Percent) of the invested capital can be subtracted from the investor's SARS taxable income, up to a maximum deduction of R2,500,000.00 (Two Million Five Hundred Thousand Rand) per year for individuals, and R5,000,000.00 (Five Million Rand) per year for companies.

9. INVESTMENT PROCESS

9.1 Deposited funds and ZAR coin

9.1.1 Members shall be required to fund their Azuza Wallet to be able to invest in startups. In this regard, funding takes the form of purchasing investment credits called "ZAR Coins". ZAR Coins are a digital asset that has been created on the Fraxeum blockchain. Each ZAR coin consists of 100 (One Hundred) fractional units. The Azuza Wealth system mints new ZAR Coins when a member buys investment credits. 1 (One) ZAR Coin is valued at exactly R1.00 (One Rand). Once purchased, the member's ZAR Coin/s is deposited into his/her/its Azuza Wallet.

9.1.2 Deposits can be made by way of electronic funds transfer to Azuza Wealth's Standard Bank account, or, by way of CryptoCurrency transfer. In both instances, the ZAR Coin purchase must be initiated by way of the Azuza Mobile Application or the Site.

9.1.3 ZAR Coin/s can be sold back to the system, at exactly R1.00 (One Rand) per ZAR Coin, and withdrawn to a South African bank account.

9.2 Capital Raise Target and Closing Date

9.2.1 Azuza defines two capital raise mechanisms - Hard Target Raise and Soft Target Raise.

9.2.2 Both capital raise mechanisms are subject to a Raise Target as well as a Raise Period.

9.2.2.1 The Raise Target is the minimum amount of money that a company seeks to raise in exchange for the shares on offer.

9.2.2.2 The Raise Period is a predefined number of days during which shares are offered to investors.

9.2.3 A capital raise listed as a Hard Target Raise, allows members to allocate ZAR Coins to the company they wish to invest in, which ZAR Coins, are kept in the member's escrow wallet until such time as the capital raise target has been met, or the closing date arrives. Simultaneously, shares are reserved for the member and moved from the SPV's Wallet, to the SPV's escrow wallet.

9.2.4 Should the capital raise target be reached on or before the closing date, the ZAR Coin/s are released to the SPV, and the shares released to the member/s.

9.2.5 Should the capital raise target not be reached by the stipulated end date (ie. Should the capital raise fail), the ZAR Coin/s will be released back to the member/s, at no charge, and the shares reserved in the SPV escrow wallet released back to the SPV.

9.3 A capital raise listed as a Soft Target Raise, allows members to allocate ZAR Coins to the company they wish to invest in, which ZAR Coins, are kept in the member's escrow wallet, until such time as the cooling off period as stipulated in the South African National Consumer Protection Act, 68 of 2008, has expired, after which the ZAR Coins are released to the Company and the Class B shares are released to the member.

10. DEEMED OFFER, SUSPENSION OF TRADE AND CANCELLATION/SUSPENSION OF MEMBERSHIP

10.1 The proposed sale of all Class B shares on the Company platform (the 'Azusa trade marketplace'), carries automatic board approval. Shares listed for sale are deemed to have been offered to all shareholders, and the sale price accepted by the board, save for the board intervening with a suspension of trade as stipulated below.

10.2 Trade will be suspended for all members, investors and the like, from time to time, as decided, and advised by the board of the SPV. Circumstances under which trade will be suspended include, but is not limited to, further initial offering share issuances, when regulatory requirements necessitate the same, or should the SPV be required to do so by law.

- 10.3 Trade may also be suspended in respect of a particular member/s should the need arise, including (but not limited to) for example, when a member's deceased estate requires such suspension or when a member is being investigated by the FSCA or financial authorities and the like.
- 10.4 Multiple investment rounds or issuances may take place in respect of a startup. In such an event, trade will be suspended and new Class B shares issued, at a rate to be determined by the board of the SPV. Current shareholders will be offered a first right to purchase said new shares, at a discounted rate to be determined by the board of the SPV.
- 10.5 In the Company's sole discretion, it may cancel or suspend your membership, access to the Site, and/or your use of the Services, without notice and/or any liability, should you be found to be in breach of these Terms of Service.
- 10.6 Further, the Company may terminate your membership, these Terms of Service, and/or suspend its obligations under the following circumstances:
- 10.6.1 The Company believes you are unable to fulfil your obligations as required by these Terms of Service;
- 10.6.2 Your use of the Site was intended and/or was utilised to breach the intellectual property rights of the Company and/or any third party;
- 10.6.3 You have failed, refused and/or neglected to make any payments due by you in terms of these Terms of Service;
- 10.6.4 Your account becomes inactive for a period exceeding 2 (Two) years; or
- 10.6.5 The Company discovers that the information provided by you is false, in contravention of the applicable law or the like.
- 10.6.6 You have gained access to the Site and/or Service illegally.
- 10.7 The Company's rights in respect of confidentiality, undertakings by the parties and limitation of liability shall survive the termination of these Terms of Service.

11. SELLING AND BUYING OF SHARES – SECONDARY MARKET

- 11.1 The SPV shares can be traded on the Company platform between members, which is a person-to-person private trade room (similar to an ‘Over the Counter’ marketplace).
- 11.2 No guarantee is offered with regards to trade volumes and/or liquidity. The Company platform works on a negotiation basis, whereby sellers shall advertise their shares for sale, and buyers shall have the ability to negotiate a price directly with the seller.
- 11.3 Member identities are not disclosed in the Trade Market, buyers and sellers simply have the ability to accept, reject and/or counter-offer in respect of transactions.
- 11.4 No book making is offered and no automatic trade matching is provided.

12. SHARE CERTIFICATES

- 12.1 Each share is represented by a digital asset token (“Share Token”), which is securely stored in a member’s personal Azuza Wallet. A member’s Azuza Wallet is accessed using the Azuza Mobile Application or the Site.
- 12.2 Each Share Token represents 1 (One) SPV share and cannot be split into fractions of a share. Share Tokens cannot be transferred to others, unless they are bought and sold on the Company platform.

13. REFUNDS

- 13.1 In terms of the Electronic Communications and Transactions Act, 25 of 2002, consumers have a 7 (Seven)-day cooling-off period in which they can cancel an agreement concluded electronically in respect of the supply of goods or services, without reason or penalty.
- 13.2 In this regard, a member may cancel an investment made at any time during the Pledge Period (for an understanding of the process, and the Pledge Period, please refer to clause 9 of these Terms of Service, as well as the Site for more information), and the member may cancel the transaction agreement regulating this initial investment made during the Pledge Period.

- 13.3 Such cooling-off period does not apply to secondary market trades (ie. where a member sells its shares to another member). On acceptance of the offer by both members, the trade is completed and deemed final between the parties.
- 13.4 The Pledge Period will always be more than 7 (Seven) days, however, in the event that it is shorter, the member will have an opportunity to cancel any such agreement notwithstanding same, if such cancellation is made within 7 (Seven) days of an investment.
- 13.5 Should a member cancel any investment made during the Pledge Period, any payments made in terms of such an investment will be paid back in full and at no extra charge (save for such costs which may be charged by the bank of a member for such transfer).
- 13.6 Should a member wish to cancel an investment made after the Pledge Period, and request a refund, the Company shall assess such request based on its merits, the issues encountered by the member, and the member's use of the Services and the Company's platform. The Company is however, under no obligation, and may in its sole discretion (after having considered all relevant circumstances), to execute such cancellation and refund, if a request is made after the Pledge Period.
- 13.7 Any refunds approved by the Company will be paid to the member's account used to make such payment, within 7 (Seven) calendar days of the refund being approved.

14. THIRD PARTY SITES

- 14.1 The Company may provide hyperlinks to certain third party websites, applications or resources (including images, pictures, text, graphics, designs, audio, sound, software) for your convenience only. When you access such third party sites, you do so solely at your own risk. The inclusion of such hyperlinks and/or advertisements of any third party on the Site, does not constitute an endorsement by the Company of such third party sites, their products, advice, business and security practices or any association with its operators.
- 14.2 Third party sites are not under the control of the Company, and you acknowledge that the Company is not responsible or liable for the content, functions, accuracy, legality appropriateness or any other aspect whatsoever of such sites.

14.3 You are responsible for complying with the terms and conditions applicable to such third party sites (if any).

15. SOCIAL MEDIA

15.1 The Company may integrate various social media sites or applications (including Facebook, Twitter, LinkedIn and Instagram) to allow you to create a profile, log in and/or share information through the various sites or applications. Should you elect to use our Services in this regard, then the rules applicable to such social media websites or applications will also apply, and you agree to such integration.

16. INTELLECTUAL PROPERTY

16.1 You acknowledge and agree that the Company retains all right, title and interest in, and to, any copyright and other intellectual property rights in respect of all content published or made available on the Site, including, but not limited to, any copyright, trade mark, images, design, logo, process, business practice, text or methodology, which forms part of, or is displayed or used in connection with the Services including, but not limited to, graphics, designs text, icons, audio clips, downloads, data compilations, software and hardware, and page headers, is proprietary to the Company and/or the respective third party owners, and will remain the Company or the third party owners' property at all times.

16.2 You are prohibited from copying, utilising and/or attempting to copy or utilise the Company's intellectual property in any way whatsoever.

16.3 You acknowledge and agree that you will not acquire any rights of whatsoever nature in respect of the intellectual property by using the Services.

17. PROTECTION OF PERSONAL INFORMATION

17.1 The Company undertakes not to sell, distribute, exchange or transfer any of your personal information to or with any third party for any purpose other than those disclosed and outlined in the Company's Privacy Policy, which Privacy Policy, for the avoidance of doubt, is to be incorporated in these Terms of Service by reference.

17.2 The Company shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect all confidential information and personally identifiable information obtained hereunder from unauthorized access, destruction, use, modification or disclosure.

18. DISCLAIMER AND LIMITATION OF LIABILITY

- 18.1 Subject to the applicable laws, and any statutory liability the Company may have which cannot be disclaimed or altered by agreement, neither the Company, nor any of its affiliates, employees, officers or agents will be responsible or liable for any reason in respect of any damage or loss of whatsoever nature arising from your use of the Site, Mobile Application, Services or the like, your use of or reliance on any information contained on the Site, or any information provided on or by way of the Site and/or Mobile Application.
- 18.2 This includes, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise. You acknowledge and understand that use of the Site is entirely at your own risk.
- 18.3 The Company gives no undertaking or guarantee of any kind concerning the content or quality of its Services, and the Company's Services are not to be considered as advice of any kind (more specifically, not as financial or investment advice).
- 18.4 The Company does not give any warranty, express or implied, or make any representations that its Services will operate free from error, defect or without disruption, or that the content as contained on the Site is accurate, complete, up to date or fit for a particular purpose.
- 18.5 The Company does not give any undertaking or warranty, whether express or implied, regarding the projects, investment opportunities or profiles listed on the Site; the accessibility or operation of the Site; and/or any listing, download, photograph, video or any other application, being free of any virus or other harmful mechanism.
- 18.6 The Company will not be liable to you for any loss or damage caused by your use of the Company's Services, or your liability to any third parties arising from your use of the above.
- 18.7 Without detracting from the generality of the limitation of liability as stated above, you expressly acknowledge and agree that the Company will not be liable for:
- 18.7.1 Any interruption, malfunction or failure of or by the Company's technical systems regarding the Site or Mobile Application for any reason beyond our

reasonable control, including (but not limited to) war, fire, explosion, acts or omissions of persons for which the Company is not responsible, government action, pandemic, industrial action or dispute, acts of competent authorities (including telecommunications and internet service providers) or *force majeure* events (acts of nature);

18.7.2 Any damage to your electronic device/s (including hardware and software) as a result of your use of the Site; or

18.7.3 Any loss of information or unauthorised use of data caused by your use of systems and/or encryption standards that are below generally accepted levels.

19. INDEMNITY

19.1 You hereby indemnify, defend and hold harmless the Company (including its stakeholders, directors, employees, in whose favour this constitutes a *stipulatio alteri*, capable of acceptance in writing at any time), its affiliates, suppliers and related partners from any third party claims, as well as any actions, suits, proceedings, penalties, fines, costs, disbursements, damages (including without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise) and liabilities, including reasonable attorneys' fees, whether directly or indirectly arising out of, or in connection with, resulting from, breach of these Terms of Service or contradiction with the applicable laws, or any other action or omission of any nature.

20. ARBITRATION

20.1 In the event of any dispute of whatsoever nature including, but not limited to the interpretation of, the carrying into effect of, the rights and obligations arising from, rectification or purported rectification of or the termination or purported termination of these Terms of Service, including a dispute relating to the jurisdiction of the arbitrator or any other dispute ordinarily adjudicated upon in a court of law, the dispute shall be submitted to and decided upon by arbitration.

20.2 The arbitration shall be held:

20.2.1 With the Parties and/or their legal representatives present thereat; and

20.2.2 In Johannesburg at such venue as will be nominated by the Company.

- 20.3 It is the intention of the Parties that the arbitration shall, where possible, be held and concluded within 21 (twenty one) working days after it has been demanded. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration within that time period and if so required, agree to conduct a hearing *viva voce* or by video conference and/or over a weekend or after hours. All time periods will be truncated, and all rules purposely interpreted to give effect to this time period.
- 20.4 The arbitration shall be conducted before a single arbitrator to be appointed jointly by the Parties within 7 (Seven) calendar days of either Party demanding arbitration from the other Party, failing which, either Party shall be entitled to approach the Secretariat of the Arbitration Foundation of South Africa (“AFSA”) to appoint an arbitrator to preside over the arbitration proceedings, which appointment will immediately be deemed to have been accepted by the Parties as soon as such appointment is made, and the arbitration process may immediately commence.
- 20.5 The arbitration shall be subject to the arbitration legislation in force in the Republic of South Africa, from time to time. The Parties shall respectively prepare statements of case (within 6 (six) days of requesting arbitration) and defence (within 6 (six) days thereafter) to be submitted together with all the documents such Party intends utilising at the hearing. Failure to submit a statement of defence timeously will entitle the Company to set the matter down for an unopposed hearing.
- 20.6 The applicable procedural rules will be the Rules of the High Court of South Africa as adapted (inclusive of truncated time periods) to suit the circumstances and/or as ordered by the arbitrator who may determine interlocutory matters in his/her sole and absolute discretion and with reference to written application with or without argument or evidence and on 2 (two) days’ notice to the other Party. The arbitrator shall have the specific right to order that the matter be dealt with by way of application proceedings, as provided for in Rule 6 (with duly truncated time periods).
- 20.7 The Parties shall keep the evidence in the arbitration proceedings and any order made by the arbitrator confidential unless it is needed to enforce any Party’s rights in a court of law.
- 20.8 The arbitrator shall have full and unfettered discretion with regards to the proceedings, save that he/she shall be obliged to give his/her award in writing, fully supported by reasons. His/her award shall not be subject to appeal by either Party and may be made an order of court at the instance of any Party. Any cost order awarded by the arbitrator shall be on a scale as between attorney and client. In this

regard, it is specifically recorded by the Parties that, given the Parties' intention of an expedited resolution of any dispute, a Party seeking that any award by an arbitrator be made an order of court may seek an appropriate order as to costs, in the event that the other Party seeks to oppose such application. In addition, and despite any pending application to the High Court for review, or opposition to the application to make the award an order of court, or any other pending relief:

20.8.1 Pending arbitration proceedings (if any) shall be continued and shall only be suspended if so ordered by the High Court;

20.8.2 In so far as a final award constitutes a money judgement, the unsuccessful Party shall immediately make payment in terms thereof, provided that the other Party provides security if requested to do so in writing by the counter Party;

20.8.3 Any other award, including an order for restitution of possession of moveable items, shall immediately be given effect to by the unsuccessful Party against the provision of security; and

20.8.4 Such security may be determined by the arbitrator in a summary and on an interlocutory basis with the security to be released once any pending proceedings are finalised or abandoned. A failure to comply with any time periods required by the Rules of Court shall be deemed to be an abandonment without the other Party having to take steps to compel performance or compliance as the case may be.

20.9 The arbitrator shall have the power to grant default judgment if either Party fails to make submissions on the due date and/or fails to appear at the arbitration or fails to pay its contribution towards the costs of the arbitration on due date. In the event of such default judgment being granted, the Party in whose favour such award has been granted may seek that such award be made an order of court without any further notice to the other Party.

20.10 The Parties agree that the written demand by either Party that the dispute or difference be submitted to arbitration, shall be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act No. 68 of 1969.

20.11 Notwithstanding anything to the contrary contained in this clause, the Company shall have the sole discretion and right to elect to institute proceedings against you in respect of any claim, including but not limited to a claim sounding solely in money,

whether by motion or action proceedings out of any Court of competent jurisdiction and for the purposes of this clause.

20.12 This clause shall not preclude a Party from obtaining relief by way of motion proceedings on an urgent basis, or from instituting any interdictory or any similar proceedings in any court of competent jurisdiction, pending the decision of the arbitrator. In addition, the Company shall have the right to approach the High Court (rather than arbitration) in the ordinary course and in order to utilise the provisions of Rules 6 and 8 dealing respectively with applications and provisional sentence. In the event that any such proceedings should result in a referral to evidence or trial, then the Parties agree, subject to the discretion of the High Court to order otherwise, that such further hearings will be ordered to be heard in terms of the arbitration provisions herein.

20.13 The provisions of this clause are severable from the rest of these Terms of Service and shall remain in effect despite the termination or invalidity for any reason of these Terms of Service.

21. LEGAL DISCLOSURE

21.1 Website owner: Azuza Wealth (Pty) Limited

21.2 Legal Status: FSCA Approved Category 1 FSP

21.3 Key Individuals: Riana Pretorius, Albert Edward le Roux.

21.4 Compliance Officer: JB Joannides

21.5 Description of main scope of business of the Company: Azuza Wealth connects qualified members with verified investment opportunities.

21.6 Email address: legal@azuzawealth.com

21.7 Website address: azuzawealth.com

21.8 Postal address: Postnet Suite 119 Private Bag X32 Highveldpark Gauteng 0169.

21.9 As a regulated entity, Azuza Wealth (Pty) Limited is required to report financial activity to the FSCA and reserve Bank of South Africa upon request.

21.10 Azuza Wealth (Pty) Limited is a registered Financial Services Provider (FSP: 31263).

22. MISCELLANEOUS

22.1 Whole Agreement

22.1.1 These Terms of Service constitute the whole of the agreement between the Parties relating to the subject matter of these Terms of Service and, save to the extent otherwise provided herein, no undertaking, representation, term and/or condition relating to the subject matter of these Terms of Service not incorporated herein, shall be binding on the Parties.

22.1.2 These Terms of Service supersede and replace any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

22.2 Relaxation

22.2.1 No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from these Terms and Conditions and no single or partial exercise of any right by any Party under these Terms of Service, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from these Terms of Service or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under these Terms of Service will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22.3 Severability

22.3.1 All provisions and the various clauses of these Terms of Service are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms of Service which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of these Terms of Service shall remain of full force and effect.

22.4 Continuing Effectiveness of Certain Provisions

22.4.1 The expiration or termination of these Terms of Service shall not affect such of the provisions of these Terms of Service as expressly provided

that they will operate after any such cancellation or termination, or which of necessity must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.

22.5 Cession and Assignment

22.5.1 You will not be entitled to cede your rights or delegate your obligations in terms of these Terms of Service without the express prior written consent of the Company.

22.6 Applicable Law

22.6.1 These Terms of Service will be governed, interpreted and implemented in.

22.7 Good Faith

22.7.1 The Parties shall at all times act in good faith towards each other and shall not bring the other Party into disrepute.

22.8 Confidentiality

19.8.1 Neither Party shall disclose any confidential information to any third party without the prior written approval of the other Party, unless required by law.

22.9 Suspension of the Site

22.9.1 The Company may temporarily suspend the Site for any reason, including repairs or upgrades to the Site or other systems. The Company will take reasonable efforts to notify you of such suspensions in advance.

22.10 Relationship between the Parties

22.10.1 The Parties agree that neither Party shall be a partner, agent, employee or the like of the other Party and neither Party will have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.