

TERMS OF SERVICE AGREEMENT

This Agreement was last revised on 1st August 2017 you are advised to regularly check the Website for any amendments or updates.

Enquiries: support@voyya.com

Please read the following Terms of Service Agreement ("Agreement") carefully before utilising the Voyya platform ("the Platform"). All Bookings are subject to the Terms appearing here placed through the Website www.voyya.com and sub domains. Use of the Platform indicates that You ("the User") have understood and agree to be bound by the terms and conditions of this Agreement. Voyya's Privacy Policy (insert link for Privacy Policy) is incorporated by reference into this Agreement and is subject to this Agreement. Voyya may amend this Agreement at any time. All amended terms shall be effective automatically and immediately upon the posting of the revised Agreement and any subsequent activity in relation to the Platform shall be governed by such amended terms and conditions.

If You do not agree to the terms of this Agreement, please do not use the Platform. If You wish to register as a User to make use of the Platform, You must read these Terms and indicate Your acceptance during the registration process. Note, however, that these Terms apply to Your access to and use of the Platform once You register an account as a User.

1 Definitions

In this Agreement the following definitions apply:

- a) "Bookings" shall mean travel reservations on the Voyya platform
- b) "Letter of Authority" shall mean a letter confirming that Voyya has consent from the Organisation to contact the various Suppliers Directly in order for Voyya to retrieve VAT or Tax compliant invoices;
- c) "Organisation" shall mean the businesses, charities, associations and other legal entities whose representative has registered a new account on the Platform and wish to use the services for business purposes, for their staff.
- d) "Supplier" shall mean the hotel, motel, apartment or bed & breakfast or car rental company or Airline providing a service to the employee;
- e) The "Platform" shall mean the Voyya e-commerce booking Platform that allows for the online travel bookings
- f) "Third Party Website" shall mean the microsite (small auxiliary Website), XML integrations or Booking pods, designed to function as a supplement to the primary voyya.com Website;
- g) "User/s" shall mean the representatives of the Organisation authorised to use the account and make Bookings on behalf of the Organisation as well as make bookings in their personal capacity;
- h) "UCB" shall mean United CashBack AG, a Switzerland based company lawfully established under the laws of Switzerland, having its principal office at Gewerbestrasse 11, 6330 Cham, Switzerland. UCB acts as the exclusive foreign VAT reclaim partner who is responsible for the entire financial function to facilitate the VAT claim and payment to the Organisation;
- i) "Value-added Tax" (VAT) shall mean the consumption tax that is placed on a product or service whenever value is added at a stage of production and at final sale;
- j) "Voyya" is owned by Cirrus Solutions Limited (registration number C142280), a private company domiciled in Mauritius at address Suite 5, Grand Baie Office Park, Grand Baie, Mauritius.

- k) Local Tax- shall mean the consumption tax charged and levied at a national level;
- l) VAT Reclaimable Bookings – Bookings which Organisations can reclaim VAT according to European Union and other relevant legislation;
- m) Non-VAT Reclaimable Bookings - Bookings where VAT is not reclaimable according to European Union and other relevant legislation.

2 Registration and Creation of a User Account

- 2.1 In order to register on the Platform, You must be a person duly authorised to represent and register any business, charity, association and other legal entity (“Organisation”). You hereby warrant that You are duly authorised to act on behalf of the relevant Organisation and to register the account in the name of the Organisation.
- 2.2 Registration and creation of an account is completed by the User or UCB, if the cbt.voyya.com subdomain, and the User will verify the account through an email link or any other form of online contact or social media. If a User does not receive a verification email, they will be prompted to accept the Terms and Conditions when logging in.
- 2.3 You personally hereby indemnify and hold Us harmless against any and all liabilities, losses, fines, damages, expenses and legal costs (“claims”) incurred (whether directly or indirectly), against the misuse of the Platform by a registered User.
- 2.4 You are responsible for providing information in the online form that is true, accurate, current and complete at all times. Information found to be false and misleading may result in the suspending or termination of the account and a refusal for all current and future use of the Platform.
- 2.5 By registering on the Platform, You agree to refrain from the following:
 - a) selecting or use a name or e-mail address of another person with the intent to impersonate that person;
 - b) using a user name or e-mail address subject to the rights of any person without authorisation;
 - c) using a name in violation of the intellectual property rights of any person; or
 - d) using a name that We, in Our sole discretion, deems inappropriate or offensive.

Upon registration of an account, You shall select Your password. You undertake not to disclose Your logon credentials to any third party so as to ensure the security of the account. Security of the account is Your responsibility and We disclaim all liability with regard thereto. You are responsible for all activities (whether by You or by others) that occur under the account. We may require You to change the logon credentials at various times and You agree that You will comply with such requests. You will notify Us immediately of any unauthorised use of the account or any other breach of security. We assume no liability for any loss or damage arising from any unauthorised use of Your password or account by a third party.

- 2.6 In the event of the security of an account being compromised, We reserve the right to suspend the processing of any communications and will immediately deactivate the User’s

login credentials. You shall refrain from using the Platform until communications are received from Us.

- 2.7 You hereby indemnify and hold Us, Our directors, employees, agents and representatives, harmless for any and all losses, damages and expenses arising from Your failure to ensure the security of the account, including all legal fees, on an attorney-client scale.
- 2.8 You agree that You shall refrain from registering and creating accounts using "bots" or other automated means.
- 2.9 Technical support regarding the use of the Platform is only available to registered Users and is accessible via the contact us button.

3 Permitted Use of the Website

- 3.1 This Website is meant to allow for ease of making travel bookings for business travellers.
- 3.2 We reserve the right to change or update the services offered on the Website, without prior notice.

4 Applicable Restrictions

- 4.1 Access to and use of the Platform is governed by these Terms. You may not use the Platform for any purpose that is unlawful or prohibited by these Terms. Any applicable additional or amended Terms, or any other conditions or notices that apply will be made available on the Platform. Unauthorised use of this Platform may result in Us instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence.
- 4.2 By using or accessing the Platform, You undertake to refrain from the following conduct:
 - a) transmitting any worms, viruses, trojan horses, time bombs, or cancelbots and/or other codes or malware of a destructive nature. This includes not interfering with the operation of any of the tools, scripts, routines or codes of the Platform and/or the services, including by using any software, routine or device that will or may interfere with the tools, services and/or Website, such as viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature.
 - b) intercepting any data or personal information of any User or third party transmitted on or via the Platform.
 - c) uploading, posting, hosting, or transmitting unsolicited email, SMSs, or 'spam' messages.
 - d) performing any action that may disable, override or impair the efficient and/or proper operation or working of the Platform and/or the Website.
 - e) posting content, taking or mobilising action using the Platform in a way that infringes or violates any person's rights or the laws of any jurisdiction.
 - f) utilising the Platform for any illegal or unauthorised purposes.
 - g) violating any laws in any jurisdiction, including but not limited to any intellectual property laws.

- 4.3 Any act or omission which results in a failure to abide by the restrictions set out, as determined by Us in Our sole discretion, will result in immediate termination of the account.
- 4.4 We are not liable to You nor any third party for any breach of Your obligations under these Terms and for any consequences arising as a result of such breach, including any loss or damages which You or any third party may suffer.
- 4.5 Unauthorised use of the Platform includes engaging personally or permitting a third party to engage in the following activities:
 - a) copying, adapting, modifying, publishing, republishing, distributing or redistributing this Platform or the material on the Platform without Our prior written consent;
 - b) using any automated data collection, data mining or data gathering methods of any kind in relation to the Platform;
 - c) reverse engineering, disassembling, decompiling, transferring, exchanging or translating the source code of the Platform;
 - d) making and distributing copies of the Platform or allowing such activity by third parties on Your behalf; and
 - e) creating derivative works of the Platform of any kind.

5 Making travel bookings

- 5.1 If Links are provided on the Website for Bookings via Third Party Websites (You enter into a direct legally binding) contractual relationship with these third parties according to their terms of service. We have no liability with regard to any Booking made.
- 5.2 We are not liable for any errors reflected on the system relating to currency conversions, VAT calculations, obvious errors and mistakes (including misprints) are not binding. We will endeavour to ensure that all amounts reflected are correct but cannot be held liable for such errors and is not liable if there are differences between VAT amounts paid and VAT amounts reflected on the Platform.

6 Payment – 3rd Party website

- 6.1 All prices reflected on the Third party Websites for Car Rental and Accommodation are direct links to those Supplier websites. We have no control of these prices and will not be liable if the prices as shown on such Third Party Websites differ from prices on the Supplier websites when accessed directly.
- 6.2 All cancellations clauses/policies are made explicit on the Third Party Websites and as such are handled within their policy frameworks.
- 6.3 You are bound by the payment terms and conditions of the Third Party Website when making the Booking and Voyya is not included in the contractual terms and conditions.

7 Payment – directly to Voyya

- 7.1 For all Flight bookings and If the User selects the "pay now" option on Hotel bookings, Voyya will charge the amount to their credit card in immediately. Your credit card provider may also charge a foreign currency conversion fee.

8 Cancellations

- 8.1 Cancellations are not always possible on flight bookings and can incur cancellation fees. Please contact our support centre on +1 414 409 0111 for cancellation requests
- 8.2 Hotel cancellation policies are displayed depending on room type selections and may also incur a cancellation policy depending on hotel policy

9 Invoices and VAT reclaim

- 9.1 Voyya engages UCB as the exclusive agent for the purpose of VAT Refundable Claims from the relevant Tax Authorities.
- 9.2 Voyya will upload all VAT reclaimable invoices in VAT compliant format to the Platform only if the Booking supports an invoice from the Supplier
- 9.3 Voyya will upload all GST compliant format invoices to the Platform only if the Booking supports an invoice from the Supplier (
- 9.4 Voyya will upload all Non-VAT Reclaimable Bookings invoices to the Platform.
- 9.5 If Users wish to engage with UCB in a separate contractual relationship, the invoices from Voyya can be automatically sent to UCB and all information regarding the VAT reclaim for these particular Bookings will be presented to Voyya users on the Platform. This functionality needs to be enabled under "Company Settings" on the Platform.
- 9.6 Voyya is not liable for invoices not being uploaded

10 Protection of Personal Information

- 10.1 Any personal information supplied to Us in relation to the provision of the service will be dealt with in accordance with Our Privacy Policy, the Terms set out herein and the applicable legislation as it may apply. The collection, use, storage and disclosure of Your personal information is described in Our Privacy Policy

11 Intellectual Property

- 11.1 This Platform and all the materials contained (including but not limited to: computer or software code, scripts, design elements, images, text, drawings, interactive features, graphics, music, sound and voice), are the property of their respective owners and/or Our affiliates or licensors or various third parties, and are protected by the intellectual property laws applicable to them. Ownership of all such intellectual property remains with Voyya and/or UCB. There is no transfer of intellectual property and You are not authorised to use any such intellectual property without prior written consent from Us. Users may only use this Platform and the materials on it as authorised by Us.
- 11.2 We reserve the right, at any time and without notice, to suspend, cancel, or terminate Your right to use the Platform (or any portion of the Platform) for violation (whether repeated or not) of intellectual property rights belonging to Us.
- 11.3 Any unauthorised modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by e-mail or other electronic means) any material from the Platform, without prior written consent from the owner of the materials, constitutes a breach of intellectual property.
- 11.4 The Organisation indemnifies and holds Us harmless for any and all intellectual property infringements claims that may arise for any activity that occurs under the User's account.

Organisations will be solely responsible for any and all damages resulting from any infringements of copyrights, proprietary rights or any other harm.

- 11.5 If You believe that any of Your intellectual property rights have been infringed, please send an email support@voyya.com.

12 Limitation of Liability Disclaimer

- 12.1 WHEN PERMITTED BY LAW, WE WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.
- 12.2 You agree to defend, indemnify and hold Us, Our officers, directors, employees, agents, contractors, and suppliers harmless from and against any claims, damages, actions, losses and liabilities including without limitation: loss of profits; direct, indirect, incidental, special, consequential or punitive damages; and any reasonable legal fees, resulting from:
- a) misuse of the Platform, and/or
 - b) Violation of any of the Terms;
- 12.3 If You are dissatisfied with any portion of this site, Your sole and exclusive remedy is to discontinue use of the Platform.

13 No Warranties for Use of the Platform

- 13.1 You expressly agree that use of the Platform is at Your sole risk. You understand and agree that any material and/or information uploaded or downloaded or otherwise obtained, through the use of the Platform, is done at Your own risk and discretion. You will be solely responsible for any damage to Your computer services or loss of data that results from the download of information.
- 13.2 We make no warranty that the Platform will meet Your requirements or that the Website will be available and uninterrupted. We do not make any warranties as to the results that may be obtained from the use of the Platform or to the accuracy of the information and the reliability of the information obtained through the Platform. We do not warrant that defects on the Platform will be corrected.
- 13.3 The Platform is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular use or purpose, accuracy, and non-infringement.
- 13.4 The entire risk as to satisfactory quality, performance, accuracy, effort and results to be obtained through the use of the Platform rests with You. No advice or information, whether oral or written, obtained by You from Us or through the services shall create any warranty not expressly made herein.

14 Links to Other Websites

- 14.1 Our provision of a link to any other website or location is for Your convenience and does not signify our endorsement of such other site or location or its contents. You agree that We shall have no control over such website/s. We do not review, and cannot be responsible for, these outside sites or their content. You agree that We shall have no responsibility or bear no

liability in relation to the content of the linked website/s. We encourage You to review the terms of use and privacy policies for any such third party links You visit on the those websites. You may not create a link to the Platform from another website without Our prior written consent.

- 14.2 We will not be liable for any information, software, or links found at any other website, internet location, or source of information, or for Your use of such information.

15 Domicilium, Jurisdiction and Arbitration

- 15.1 The domain name has been registered in South African and therefore all domain name disputes shall be governed by South African law.
- 15.2 The Platform is controlled and operated from Mauritius and therefore this Agreement shall be governed by and be interpreted in accordance with the laws of Mauritius.
- 15.3 In the event of any legal dispute or action being brought in connection with this Agreement, it is agreed that the venue of such action shall be Port Louis, Mauritius and each party hereby consents to the jurisdiction of the courts thereof.
- 15.4 Without any restriction on the User/s rights to pursue legal recourse in the forum of the User/s choice, the User/s agree that any dispute regarding this Agreement that cannot be resolved amicably, shall, first be referred to confidential arbitration in terms of the rules of the [INSERT JURISDICTION] prior to proceeding to Court and such arbitration shall be conducted in English.
- 15.5 Voyya confirms the *domicilium citandi et executandi* for all purposes associated with the Platform, transactions pertaining to the Platform, including the giving of any notice, the payment of any sum, the serving of any process, but excluding VAT reclaims, as follows:

Voyya (Pty) Limited

Address:

Postal address:

Electronic mail address:

Voyya does not receive legal notice or accept the serving of documents attached to legal processes on voyya by electronic mail.

- 15.6 UCB confirms the *domicilium citandi et executandi* only for purposes associated with the Platform, VAT transactions pertaining to the Platform, including the giving of any notice, the payment of any sum, the serving of any process, as follows:

United Cash Back AG

Address:

Postal address:

Electronic mail address:

UCB does not receive legal notice or accept the serving of documents attached to legal processes on UCB by electronic mail.

16 Severability

This Agreement shall apply to the fullest extent permissible by law. If any provision of the Agreement is unlawful, void or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

WEBSITE PRIVACY POLICY

This Privacy Policy ("Policy") governs the processing of personal information by Voyya and United Cash Back (UCB) AG ("We" or "Us") in accordance with the applicable data protection laws and in connection with the Website www.voyya.com and co-branded website at www.cbt.voyya.com. Your use of the Website is subject to this Policy. By using this Website, You signify Your consent to processing of Your Personal Information in accordance with this Privacy Policy.

We may amend this Policy at any time. Amended terms shall be effective immediately upon the posting of the revised Policy and any subsequent activity in relation to the Website shall be governed by such amended terms. If You do not agree with any term in this Policy, please do not use this Website.

This Agreement was last revised on 15th August 2017
You are advised to regularly check the Website for any amendments or updates.
Enquiries: support@voyya.com

HANDLING OF PERSONAL INFORMATION

CONFIDENTIALITY: We undertake that any Personal Information submitted by You via the Website is subject to an obligation of confidentiality.

PROCESSING LIMITATION: We strive to ensure that Personal Information is processed in a manner that is adequate, relevant and not excessive given the purpose of collection. The Website is not intended for persons under the age of 18, and We do not knowingly collect personally identifiable information from anyone under the age of 18.

CONSENT: You consent to Your Personal Information being (i) used to contact You (ii) used to provide You with access to the Website and the associated Website services. Such consent is effective immediately and will endure until such consent is revoked or We fail to possess a lawful purpose for the processing of such information.

COLLECTION OF PERSONAL INFORMATION: We collect information that can be used to identify You as a juristic person ("Personal Information"), such as the full name of the Organisation, email address, and business address of the Organisation. We do not collect any Personal Information unless You provide it voluntarily, including, without limitation, by filling out a contact form or survey; by requesting information; by having an account and e-mail address with us; by signing up for an e-mail newsletter; or by otherwise communicating via e-mailing us. If You do not want us to collect Personal Information about You, do not submit Your Personal Information. We do not collect Sensitive Personal Information.

USE OF PERSONAL INFORMATION: The processing of Your Personal Information by Us as Data Controllers shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information.

INFORMATION DISCLOSURES: Information processed by the Website will only be disclosed in accordance with the consent provided by data subjects (website users); as required by law; and/or only to authorised third parties. We may share Your Personal Information with authorised third parties such as service providers to Us. These include, but are not limited to email hosting service providers and customer relationship management (CRM) service providers. In particular, Voyya shares the Organisation's Personal Information with UCB, in order to ensure that user accounts can be created and Value-added Taxes can be claimed. Voyya does not permit UCB and other third parties to use Your Personal Information for any other purpose than to perform the services that Voyya has instructed them to provide. All processing is compatible with such purpose.

INFORMATION QUALITY: We seeks to ensure the quality, accuracy and confidentiality of Personal Information in its possession. You warrant that all Personal Information supplied by You is both true and correct at the time of provision. In the event of any aspect of Your Personal Information changing post submission, it is Your responsibility to immediately update Your Personal Information when logging into Your account thereby notifying Us.

ACCOUNTABILITY: You agree to indemnify and hold Us, our officers, directors, employees, agents, licensors, suppliers and members harmless from and against any claims, damages, actions and liabilities including without limitation, loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of Our reliance on the Personal Information should Your Personal Information contain any errors or inaccuracies.

CROSS-BORDER TRANSFER: We may appoint certain agents, third parties and/or service providers, similar to UCB. In particular, the purpose of the trans-border transfer of Your Personal Information is to facilitate the value-added tax claim refunds to You. In facilitating Your value-added tax claim refunds to You, UCB or such third parties may be required to transfer Your Personal Information outside of Your country. In such instances, the applicable data protection laws will apply and You expressly consent to the trans-border flow of Your Personal Information. Where Personal Information is transferred cross border, other data protection laws may apply to the Personal Information.

SECURITY SAFEGUARDS We have undertaken reasonable technical and organisational measures to secure the integrity of Personal Information on the Website including measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or processing of Personal Information. We will notify You should we have cause to believe that Your Personal Information may have been breached (accessed or used in an unauthorised manner). While We strive to use commercially acceptable means to protect Your Personal Information, We cannot guarantee its absolute security. The Site may contain links to other websites. We are not responsible for the privacy practices of such third party websites.

DATA SUBJECT PARTICIPATION: Should You have enquiries concerning Personal Information processed by Us, You can request a generated record that describes the Personal Information held by Us, and information about third parties, or categories of third parties who provide services to Us, who have, or have had, access to the information. You may request that We correct or delete

Your Personal Information in our possession or under our control that is inaccurate, irrelevant, excessive, misleading or obtained unlawfully; or destroy or delete any Personal Information that We no longer are authorised to retain. As a Website user, You have the right to request access, correction or deletion of Your Personal Information.

RETENTION OF INFORMATION: On receipt of instructions from You, We will destroy or delete a record of Personal Information about You that we are no longer authorised to retain. This is subject to certain exceptions such as retaining records that We are required by law to retain. We are entitled to retain de-identified information for authorised purposes i.e. reporting. In the event that You wish to revoke all consent pertaining to Your Personal Information and/or You would like Us to remove and/or delete Your Personal Information entirely, You may contact Us via email and send Your email to support@voyya.com

TRACKING: Like many site operators, We collect information that Your browser sends whenever You visit our Site ("Log Data"). This Log Data may include information such as Your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that You visit, the time and date of Your visit, the time spent on those pages and other statistics. In addition, We may use third party services such as Google Analytics that collect, monitor and analyse this data.

COOKIES: Like many sites, We use "cookies" to collect information. You can instruct Your browser to refuse all cookies or to indicate when a cookie is being sent. However, if You do not accept cookies, You may not be able to use some portions of our Site.

OPENNESS: If You have any additional questions or concerns about our privacy practices, We invite You to contact Us by email and We will address Your concerns to the best of our ability.