



TERMS OF WEBSITE USE

Website Terms and Conditions

Entity	TPPPAY (Pty) Ltd
Trading Name	TPay Africa
Shortened Brand Reference	TPay
Registration Number	2025/544950/07
Website	www.tppp.africa
Version	Version 1.0
Effective Date	15 May 2026
Classification	Website Governance Document
Scope	Website use and website content only

Publication Note: This document governs the use of the TPay website and website content.

DOCUMENT CONTROL

Document Title	TERMS OF WEBSITE USE
Alternative Name	Website Terms and Conditions
Entity	TPPPAY (Pty) Ltd
Trading Name	TPay Africa
Shortened Brand Reference	TPay
Registration Number	2025/544950/07
Website	www.tppp.africa
Contact Email	support@tppp.africa
Physical Address	122 Beech Street, Northcliff, Johannesburg, 2195
Version	Version 1.0
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Document Owner	Ronald Gwenzi
Approved By	Board
Classification	Website Governance Document

Purpose: This document sets out the terms that apply when any person's access, browses, links to, downloads content from or otherwise uses the TPay website.

LEGAL IDENTITY AND BRAND REFERENCES

Legal Entity	TPPPAY (Pty) Ltd
Registration Number	2025/544950/07
Trading Name	TPay Africa
Shortened Brand Reference	TPay
Website	www.tppp.africa

TPPPAY (Pty) Ltd, registration number 2025/544950/07, conducts business under the trading name 'TPay Africa'.

For convenience and branding purposes, TPPPAY (Pty) Ltd may use 'TPay' as a shortened brand reference to TPay Africa on the Website and in its forms, notices, communications, product materials, templates and other documents.

Where 'TPay' appears together with the existing TPay logo, the Website address www.tppp.africa, or the legal details of TPPPAY (Pty) Ltd, it must be understood as a reference to TPay Africa, with TPPPAY (Pty) Ltd remaining the relevant legal entity, unless the relevant document expressly states otherwise.

The use of 'TPay' as a shortened brand reference does not create a separate legal entity or contracting party. Any agreement concluded under the TPay brand is concluded with TPPPAY (Pty) Ltd, trading as TPay Africa, unless expressly stated otherwise.

Nothing in this document asserts ownership of, affiliation with, endorsement by, or responsibility for any unrelated person or business using 'TPay', 'T Pay' or a similar name in South Africa or elsewhere.

Contracting party: TPPPAY (Pty) Ltd, Registration No. 2025/544950/07, trading as TPay Africa and using 'TPay' as a shortened brand reference.

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Website Terms and Conditions

Welcome to the TPay website. These Terms of Website Use explain the rules that apply when you access, browse, link to, download content from, or otherwise use the website operated by TPPPAY (Pty) Ltd, trading as TPay Africa.

1. Introduction and Scope

1.1 These Terms of Website Use apply to the website operated by TPPPAY (Pty) Ltd, registration number 2025/544950/07, trading as TPay Africa, which is available at www.tppp.africa.

1.2 These terms apply to all website visitors, users, merchants, consumers, prospective partners and any other person who accesses, browses, links to, downloads from, or otherwise uses the website.

1.3 These terms govern website use only. They do not govern the use of any TPay payment service unless a specific website function or notice expressly states otherwise.

1.4 These terms are separate from TPay Payment Service Terms, the TPay Privacy Policy, the TPay PAIA Manual, the TPay Complaints Process, merchant agreements and any other commercial agreement concluded with TPay.

2. Definitions and Interpretation

2.1 In these Terms, the following words have the meanings set out below unless the context clearly requires otherwise.

- Content: means information, text, images, graphics, icons, documents, downloads, layouts, designs, trade names, logos, software, links and other material made available on or through the Website.
- Services: means website-related features, pages, forms, links, downloads and online information made available through the Website. For clarity, this definition does not replace any separate payment service terms.
- Terms: means these Terms of Website Use, as updated from time to time.
- TPay: means the shortened brand reference used by TPPPAY (Pty) Ltd, registration number 2025/544950/07, trading as TPay Africa.
- Website: means the website operated by TPay at www.tppp.africa, including any related pages, content and website interfaces.
- User: means any person who accesses, browses, links to, downloads from or otherwise uses the Website.
- we, us, our: means TPay.
- you, your: means the User.

2.2 Headings are used for convenience and do not affect the interpretation of these Terms.

3. Acceptance of These Terms

3.1 By accessing, browsing, linking to, downloading from, or using the Website, you agree to be bound by these Terms of Website Use.

3.2 If you do not agree to these Terms, you must stop using the Website.

3.3 Your continued use of the Website after publication of any updated version of these Terms will be treated as acceptance of the updated Terms, subject to applicable law.

4. Eligibility and Legal Capacity

4.1 The Website is intended for persons who are at least 18 years old and who have legal capacity to enter into legally binding agreements in the Republic of South Africa.

4.2 If you are using the Website on behalf of an organisation, you confirm that you have authority to do so and that your use of the Website is lawful.

5. Website Access and Availability

5.1 You are responsible for obtaining and maintaining your own device, software, browser, internet connection and any related infrastructure required to access and use the Website.

5.2 TPay does not guarantee that the Website will always be available, uninterrupted, secure or error-free.

5.3 TPay may update, suspend, restrict, maintain, change or withdraw the Website, or any part of it, where reasonably necessary for operational, security, legal, commercial or technical reasons.

5.4 We will take reasonable steps to manage planned maintenance in a commercially sensible way, but we are not required to provide continuous access to every feature of the Website.

6. Website Content and General Information

6.1 Website Content is provided for general information purposes only.

6.2 TPay takes reasonable steps to keep Website Content accurate and current. However, Website Content may change from time to time and may not always be complete, accurate, current or free from errors.

6.3 Unless expressly stated otherwise, Website Content is not intended to create a binding offer, representation, guarantee or commitment by TPay.

6.4 Where the Website refers to separate policies, product terms, payment terms or agreements, those documents apply in addition to these Terms where relevant.

7. No Professional Advice

7.1 Website Content does not constitute legal, financial, tax, accounting, regulatory, compliance, investment or other professional advice.

7.2 Any factual information made available on the Website is provided to help users understand TPay and its website-related information. It should not be treated as advice tailored to your specific circumstances.

7.3 You should obtain advice from an appropriate professional where your circumstances require it.

8. Permitted Use of the Website

8.1 You may use the Website for lawful purposes only.

8.2 Examples of permitted use include using the Website to:

- learn about TPay; - access information made available by TPay; - review official Website Content; - contact TPay; - access links to TPay policies and documents; and - make lawful enquiries.

9. Prohibited Use of the Website

9.1 You may not use the Website, Content or any Website-related system in a manner that is unlawful, fraudulent, improper, misleading, harmful or inconsistent with these Terms.

9.2 Without limiting clause 9.1, you may not:

- use the Website unlawfully, fraudulently, improperly or in a misleading manner; - submit false, inaccurate or misleading information; - interfere with the Website or its security; - attempt unauthorised access to systems, accounts, infrastructure or data; - upload or transmit malware, viruses, harmful code or destructive material; - scrape, harvest, index, extract or copy Website data without written permission; - use bots, crawlers, spiders or automated tools without written permission; - overload, disrupt or impair the Website or its systems; - use the Website to harass, threaten, defame, discriminate against or harm any person; - use the Website to distribute spam or unauthorised advertising; - copy, reproduce, alter, frame, mirror or commercialise Website Content without written permission; - reverse engineer, decompile or attempt to derive source code from Website software or systems; or - use the Website in a way that may damage TPay's reputation, systems or legal rights. 9.3 The examples above are not exhaustive. TPay may treat any conduct that creates legal, operational, security or reputational risk as a prohibited use of the Website.

10. User Submitted Information

10.1 Where you submit information through the Website, you must ensure that the information is true, accurate, current, lawful and not misleading.

10.2 TPay may rely on information submitted by you through the Website.

10.3 Personal information submitted through the Website is handled in accordance with TPay's Privacy Policy, which is made available separately on the Website.

10.4 You must not submit information that infringes third-party rights, breaches confidentiality obligations, or is unlawful, offensive, harmful or inappropriate.

11. Third-Party Websites and External Links

11.1 The Website may include links to third-party websites, resources, platforms or services.

11.2 TPay does not control third-party websites and is not responsible for their content, policies, security, accuracy, availability or conduct.

11.3 You access third-party websites at your own risk and should review the terms, policies and security practices of those websites before using them.

12. Public Forums and Social Media

12.1 The Website may link to TPay social media pages or public forums operated on third-party platforms.

12.2 Third-party comments, posts, opinions or content on those platforms do not necessarily represent the views of TPay.

12.4 You should not post confidential information, personal information or sensitive business information on public forums or social media pages.

13. Intellectual Property Rights

13.1 Website Content, including the Website design, text, graphics, logos and materials created for or used on the Website, is owned by or licensed to TPPPAY (Pty) Ltd, trading as TPay Africa, unless indicated otherwise. This clause does not assert ownership of unrelated third-party names, marks or branding.

13.2 You are granted a limited, revocable, non-exclusive and non-transferable right to access and use the Website for lawful informational purposes.

13.3 No ownership rights, intellectual property rights or other proprietary rights are transferred to you by your use of the Website.

13.4 All rights not expressly granted in these Terms are reserved by TPay or the relevant rights holder.

14. Restrictions on Copying and Commercial Use

14.1 Except where permitted by law or approved by TPay in writing, you may not copy, reproduce, adapt, distribute, publish, sell, license, exploit, modify, reverse engineer, frame, scrape, mirror or create derivative works from the Website or Website Content.

14.2 You may download or print Website Content for lawful internal reference purposes only, provided that you retain all proprietary notices and do not use the Content for commercial exploitation without written permission from TPay.

15. Website Security and Integrity

15.1 You must not attempt to compromise the security, availability, integrity or performance of the Website or any related system.

15.2 Subject to applicable law and TPay's Privacy Policy, TPay may monitor Website use for security, operational, compliance, fraud prevention and risk management purposes.

15.3 TPay may investigate suspicious Website activity and may take reasonable steps to protect the Website, its systems, its users and its legal rights.

16. Privacy and Personal Information

16.1 TPay processes personal information in accordance with its Privacy Policy, which is available separately on the Website.

16.2 You should read the Privacy Policy before submitting personal information through the Website.

16.3 This clause is a summary reference only and does not reproduce or replace the Privacy Policy.

17. PAIA Manual

17.1 Requests for access to records under the Promotion of Access to Information Act, No. 2 of 2000, where applicable, must be made in accordance with TPay's PAIA Manual, which is available separately.

17.2 This clause is a summary reference only and does not reproduce or replace the PAIA Manual.

18. Changes to the Website and Terms

18.1 TPay may update the Website, Website Content and these Terms of Website Use from time to time.

18.2 The updated version of these Terms will apply from the date it is published on the Website or from the effective date stated in the updated document.

18.3 Continued use of the Website after changes are made means that you accept the updated Terms, subject to applicable law.

19. Suspension or Termination of Website Access

19.1 TPay may restrict, suspend or terminate access to the Website where it reasonably believes that you have breached these Terms, misused the Website, created risk, caused harm, submitted misleading information or acted unlawfully.

19.2 Any restriction, suspension or termination of Website access will not affect rights and obligations that arose before the restriction, suspension or termination.

20. Indemnity

20.1 To the extent permitted by law, you indemnify TPay, its directors, officers, employees, service providers and representatives against claims, losses, damages, liabilities, costs and expenses arising from:

- breach of these Terms of Website Use; - unlawful or improper use of the Website; - infringement of third-party rights; - misuse of Website Content; - submission of false, misleading or unlawful information; or - conduct that compromises Website security or integrity. 20.2 This indemnity applies only to the extent permitted by applicable law.

21. Limitation of Liability

21.1 To the extent permitted by law, TPay will not be liable for losses arising from:

- use of the Website; - inability to use the Website; - reliance on Website Content; - Website interruptions; - third-party websites; - inaccurate information submitted by users; or - security incidents caused by factors outside TPay's reasonable control. 21.2 Nothing in these Terms limits liability where the law does not permit such limitation, including liability arising from gross negligence or wilful misconduct where applicable.

21.3 Any limitation of liability in these Terms must be interpreted in a manner consistent with applicable South African law.

22. Exclusion of Warranties

22.1 The Website is made available on an as available basis.

22.3 The exclusions in this clause are subject to applicable law and must be read together with the Consumer Protection Act qualification in clause 23.

23. Consumer Protection Act Qualification

23.1 Where the Consumer Protection Act, 68 of 2008 applies, these Terms of Website Use must be interpreted in a manner that does not unlawfully limit any consumer rights.

23.2 No provision of these Terms is intended to exclude, restrict or limit any right or remedy that cannot lawfully be excluded, restricted or limited.

24. Governing Law and Jurisdiction

24.1 These Terms of Website Use are governed by the laws of the Republic of South Africa.

24.2 Disputes relating to these Terms or Website use are subject to the jurisdiction of the courts located in Johannesburg, South Africa, unless applicable law requires otherwise.

25. General Provisions

25.1 These Terms constitute the agreement between you and TPay regarding Website use, subject to any separate written agreement that applies to a specific product, service or commercial relationship.

25.2 If any provision of these Terms is invalid, unlawful or unenforceable, the remaining provisions will remain valid and enforceable to the extent permitted by law.

25.3 A failure by TPay to exercise or enforce any right under these Terms does not constitute a waiver of that right.

25.4 You may not cede, assign or transfer any rights or obligations under these Terms without TPay's prior written consent.

25.5 Clauses intended to survive termination or expiry of these Terms will continue to apply after termination or expiry, including clauses relating to intellectual property, indemnity, limitation of liability and governing law.

25.6 Headings are for convenience only and do not affect interpretation.

26. Contact Details

26.1 For questions about these Terms of Website Use or the Website, you may contact TPay using the details below.

Entity TPPPAY (Pty) Ltd, trading as TPay Africa Registration Number 2025/544950/07 Website www.tppp.africa Email support@tppp.africa Address 122 Beech Street, Northcliff, Johannesburg, 2195