



# Terms & Conditions

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Welcome to [www.admyt.com](http://www.admyt.com) (“**website**”) and/or the ADMYT mobile application (“**App**”). By using this website/App and the services offered by admyt (Pty) Limited (registration number 2015/280619/07) (together with its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors — collectively, “**admyt**”, “**we**”, “**our**” or “**us**”), you are agreeing to these legally binding Terms and Conditions (“**Terms**”). Please read these Terms carefully and should you have enquiries, please contact us at [hello@admyt.com](mailto:hello@admyt.com).

There may be legal notices on other areas of this website/App which relate to your use of the website/App and/or the services offered by admyt, all of which will, together with these Terms, as may be amended from time to time by admyt, govern your use of this website/App as well as our Services.

These Terms, as updated from time to time, apply to your use of the website/App. You must read these Terms carefully. By accessing, browsing, using or registering for our Services on the Website/App, you confirm that you have read, understood and agree to these Terms, as updated from time to time, in their entirety. If you do not agree to all of these Terms, you must not use this Website/App, or any Services related thereto.

## About admyt

We offer ticketless parking services to its registered users at certain shopping centres, retail parks, corporate office parks and other parking facilities (“**Centres**”). Our services include ticketless entry and exit to and from Centres, special offers (including vouchers and coupons) from retailers, brands or partners (or partner programs) in each Centre and free, discounted or extended parking (subject to conditions) (collectively the “**Services**”).

## Support Services

We will provide reasonable support services to assist you with any bugs, errors, or issues experienced in connection with the use of the website/App or Services. Support requests may be submitted via the designated support channels as specified on the website/App. We 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 website/App 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.

## Website/App Registration

As an unregistered user you will be able to browse the Services offered on the website. However, when you choose to make use of the services offered on this website/App, you will be required to login with your username and password. If you do not have a username and password you will be required to register on the website or your mobile device.

Registration requires filling in a short form which will create login details. Registration may include optional onboarding steps which you may choose to skip; in that event, your account may remain incomplete. We reserve the right, in its sole discretion and subject to applicable law, to restrict access to certain Services or features until onboarding is completed. Once the registration is complete and you are logged in you will then be able to make use of the Services.

The information you provide must be accurate and complete. You may not impersonate anyone else, choose names that are offensive or that violate anyone's rights. If you don't follow these rules, we may suspend or cancel your account, and inform you thereof.

## Password / Account Security

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. We will assume that anyone using the website/App or transacting through your account is you. We shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

If you find out that someone has used your account without your permission, you must report it immediately to us.

Should you wish to ascertain whether your vehicle has been registered to an account you may do so by clicking [here](#).

## Accuracy of Content

We have taken reasonable steps to ensure that all data described or depicted on this website/App and any other information displayed on the website/App is current, complete and accurate. However, content errors may occur. **The information displayed on our website/App is provided without any guarantees, conditions or warranty as to its accuracy or completeness.**

## Account Activation and Payment Method.

In order to enable and use the Services, you must have a fully activated account. Account activation requires that you add and maintain a valid payment method through the Website/App, being either a valid debit or credit card (as accepted by us from time to time) or a positive primary wallet balance.

For the avoidance of doubt, promotional or bonus credit does not constitute a valid payment method and does not activate an account for purposes of accessing the Services.

Tenant Users accessing admyt at their designated workplace location may, subject to the applicable tenant agreement and any Centre/tenant rules, be permitted to access the Services at that specific site without adding a valid payment method. This exception applies only to that workplace location and does not necessarily apply to other Centres or Services.

## Account Deletion.

Deleting or uninstalling the admyt App from your device does not close, deactivate, or cancel your admyt account. Your account will remain active, and any licence plate(s) linked to your account may continue to be recognised and charged in connection with your use

of the Services, unless and until you complete the formal account deletion process via the admyt dashboard or within the App (as made available from time to time). It is your responsibility to follow the prescribed account deletion process if you wish to terminate your account and prevent further charges; you remain responsible for all charges and amounts properly incurred prior to completion of that process (subject always to applicable law).

Upon account deletion, (a) any linked vehicles and saved payment methods will be deactivated, (b) any wallet credits may be refunded, to the extent required or permitted by applicable law (and otherwise may not be refundable), and (c) any promotional or bonus credits (including promo codes, promotional credits or similar incentives) will be forfeited and will not be refunded. Users who registered or authenticated via Apple or Google login may not change the email address associated with their account without contacting our support.

## Our Rights

We reserve the right to:

- modify or withdraw, temporarily or permanently, the website/App (or any part of) with notice to you and you confirm that **we shall not be liable to you or any third party for any modification to or withdrawal of the website/App**; and/or
- change these Terms from time to time, and your continued use of the website/App (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the website/App; and/or
- change the Services from time to time. We will use our reasonable endeavours to maintain the website/App. **You will not be eligible for any compensation because you cannot**

use any part of the website/App or because of a failure, suspension or withdrawal of all or part of the website/App due to circumstances beyond our control.

## Your Personal Information

These Terms supplement (and are in addition to) the terms of our Privacy Policy. Our Privacy Policy explains what personal information we collect about you when you use the website/App.

All personal data is processed in accordance with the Protection of Personal Information Act 4 of 2013.

## Intellectual Property Rights

Copyright and all intellectual property rights in relation to the website/App, including all content and materials, texts, drawings, graphics, logos, icons, software, code, databases, compilations, designs, layout, “look and feel”, audio, video and any data made available on the website/App (collectively, “**Materials**”) are owned by admyt, its licensors or its content suppliers, and are protected by South African and international intellectual property laws. All rights not expressly granted to you in these terms are reserved.

Accordingly, any unauthorised copying, reproduction, modification, adaptation, translation, reverse engineering, decompilation, disassembly, retransmission, distribution, dissemination, sale, publication, broadcast, display, performance, making available, sublicensing or other circulation or exploitation of the Materials (or any component thereof) will constitute an infringement of copyright and other intellectual property rights. Subject to these terms, you may access and use the Materials solely for your personal, non-commercial use and only for lawful purposes; any additional use requires our prior written consent and, where applicable, the consent of the relevant rights holder/content supplier.

The trademarks, trade names, logos, get-up, domain names and service marks (collectively, “**Trademarks**”) displayed on this website/App are owned by or licensed to admyt. Nothing contained on this website/App should be taken as granting, by implication, estoppel or otherwise, any licence or right to use any Trademark without the prior written permission of admyt (and/or the relevant third-party owner). You may not remove, alter or obscure any proprietary notices (including copyright and Trademark notices) on the website/App or in the Materials.

We grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the website/App and the Materials in accordance with these terms. This licence is for your personal, non-commercial use only and may be suspended or terminated at any time if you breach these terms. This licence does not permit any of the following:

- unauthorised commercial use of the website/App or any Materials;
- collection, copying, scraping, harvesting, aggregation or use of any service listings, descriptions, prices, ratings, reviews or other data (including for price comparison, competitive analysis, training of models, or any commercial purpose);
- collection and use of any content for any purpose other than your own personal, non-commercial use, including mirroring, framing or displaying the website/App (or any portion of it) on any other website or application without our prior written consent;
- derivative use of the website/App or its contents; any modification, creation of derivative works, translation, adaptation or compilation of the website/App or Materials; any downloading, copying or harvesting of account information or other user information for the benefit of any third party; any attempt to gain unauthorised access to any portion of the website/App, other accounts, computer systems or networks connected to the website/App; or

- any use of data mining, robots, spiders, scrapers, crawlers or similar data gathering and extraction tools, or any automated means to access, query, copy, monitor or extract data from the website/App, except where expressly permitted by law or with our prior written consent.

If you submit, upload, transmit or otherwise make available any content to or through the website/App (including reviews, comments, images or other materials) (“**User Content**”), you retain ownership of your User Content, but you grant admyt a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sublicensable and transferable licence to use, host, store, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such User Content for the purposes of operating, improving, marketing and providing the website/App and related services. You warrant that you have all rights necessary to grant this licence and that your User Content does not infringe any third-party rights.

## Links to other websites

External links may be provided as part of our Service and for your convenience, but they are beyond the control of admyt and **no representation is made by admyt as to their content, source or any risks that you may incur through linking to the other website. Use or reliance on any external links provided is at your own risk and we accept no liability in respect of such use.** When visiting external links, you must refer to the external terms and conditions of use.

You may not link to this website/App, in any manner, or frame any content of this website/App in any other manner or otherwise use the content without the express prior written permission of admyt.

## Use of Website/App

**By accessing and using the website/App, you warrant and represent to admyt that you are legally entitled to do so and to provide the data required. You further warrant that all the details you have given are true and complete and that you are legally capable of concluding this transaction. You warrant that you are at least 18 years of age.**

You warrant that you will not, nor assist any third party to:

- access or attempt to access any part of the website/App by any means other than through the interface provided by us.
- engage in any activity that interferes with, or disrupts, the website/App or the servers and networks that host the website/App. You may not use data mining, robots, screen scraping or similar data gathering and extraction tools on the website/App.
- the website/App and the content provided therein may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. Please note further that deep-linking, embedding or using analogous technology is strictly prohibited.
- frame or utilising framing techniques to enclose any trade mark, logo, or other proprietary information (including images, text, page layout, or form) belonging to us and our affiliates without our prior written consent.
- attempt to circumvent, disable or interfere with the security related features of the website/App or features that prevent or restrict use of copying any content or enforce limitations on the use of the website/App or content therein.
- use the website/App for harmful, unlawful or illegal purposes, including, without limitation to:
  - o impersonate any other person or use a false or unauthorised name to create a false identity and/or e- mail address or to misrepresent the origin or identity of any communications;
  - o collect, harvest or otherwise obtain Personal Information,

(including personal information as defined in POPI), relating to other users;

o create, store, and/or send unsolicited commercial communications; or conduct any fraudulent activity.

- use any customer profile in a manner so as to advertise or promote your or any third party's products or services and/or impersonate another person;
- copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, distribute, lease, license, sub-license, encumber or in any other way deal with any portion of the website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- decompile, disassemble or reverse engineer any portion of the website/App;
- collect service listings, descriptions or other information displayed on the website/App;
- write and/or develop any derivative of the website/App or any other software program based on the website/App;
- adapt, modify or enhance the website/App. In the event of a user effecting any adaptation(s), modification(s) or enhancement(s) to the website/App in breach of this clause, such adaptation(s), modification(s) and enhancement(s) hereby vest exclusively in us and you **hereby assign all rights in and to, and waive any and all moral rights in and to, such adaptation(s), modification(s) and enhancement(s),** which assignment we accept;
- without our prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the website/App by persons other than you;
- remove any identification, trademark, copyright or other notices from the website and/or any personalised item, it being specifically recorded, acknowledged and agreed that trademarks proprietary to or licensed to us will automatically be incorporated

in all customer profiles;

- establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively “**linking**”), to the website/App or any subsidiary pages;
- use the website/App and/or any personalised item to transfer files that contain viruses, trojans, bombs, time-locks, phishing programmes or other harmful programmes; and/or penetrate or attempt to penetrate the website’s security measures.

You agree to comply with all applicable laws, statutes, ordinances and regulations pertaining to your access to and/or use of the website/App, the Services, and/or use of your customer profile, or any part of these, and/or your posting of content and material (including text, files, images and photographs).

**Connected Devices:** The website/App 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 website/App and the Services. We do not guarantee that the website/App or the Services, or any portion thereof, will function on any particular hardware or device.

**We may in our sole discretion at any time suspend or terminate your access to the website/App and/or the Services with prior notice to you and without the need to give you reasons for such termination should you breach these Terms for any reason. We will not be liable to you or any third party for doing so.**

## Vehicle profile accuracy and removal.

You must ensure that the vehicle(s) linked to your account/customer profile are accurate, current and relate only to vehicle(s) that you own and/or are authorised to use.

You may register up to four (4) vehicles per account, unless otherwise permitted by us in writing. The same licence plate may not be registered to more than one account. Vehicle details (including licence plate and related vehicle information) may not be edited while that vehicle is in an active parking session (and any attempted edits may be rejected or deferred until the session ends). We may restrict, suspend, deny or reverse vehicle registration (or require re-verification) where we reasonably believe there is duplication of registration data other than vehicle number plates (which are recorded and treated as unique identifiers), invalid or incomplete formats, suspected misuse or fraud, or where tenant-, Centre- or partner-specific rules, restrictions or technical requirements apply.

Without limiting the foregoing, if a vehicle linked to your account is a hire/rental vehicle, a courtesy vehicle, a temporary replacement vehicle, or a vehicle that you have sold, returned, or otherwise ceased to own and/or be authorised to use or control, you must remove that vehicle from your account as soon as reasonably possible (and in any event within 24 hours after you cease to own and/or be authorised to use or control it).

You acknowledge and agree that if you fail to remove a vehicle as required above, any parking event, charge, fee, penalty, claim, dispute or other liability arising from or in connection with the use of that vehicle at a Centre (whether by you or any third party) may be attributed to your account, and you remain responsible for all amounts due in connection therewith, subject always to applicable law. Without limiting the foregoing, no refunds will be issued for any charges incurred or attributed to your account as a result of vehicle details that are outdated or incorrect, or for vehicles that you have failed to remove when required.

## Vehicle ownership

In certain circumstances, we may receive competing claims of ownership and/or authorised use of a vehicle licence plate associated with an account. These disputes may arise after a User has registered a licence plate on the Website/App and may involve third parties alleging unauthorised use, incorrect association, or broader interpersonal disputes (including domestic or commercial disagreements). As we do not independently verify vehicle ownership at the point of registration, we rely on User-provided information in good faith.

Where an ownership and/or authorised-use dispute is raised, we reserve the right to act in a neutral, reasonable and compliant manner (including in accordance with POPIA), which may include temporarily restricting, removing, unlinking and/or suspending the licence plate from one or more accounts pending verification. We further reserve the right to request reasonable supporting documentation from any party asserting ownership and/or rights of use (which may include proof of ownership, proof of authority to use the vehicle, and/or proof of identity) and to make an administrative determination based on the information reasonably available to us, our contractual obligations, and applicable law.

We are not responsible for investigating or resolving any underlying dispute between parties (including determining legal ownership or entitlement as between them) and, to the extent permitted by law, accepts no liability for any loss arising from reliance on User-submitted information or from any action taken in good faith to manage, restrict or remove a licence plate while such dispute is being addressed.

## Abandoned vehicles and extended stays at retail parking locations.

You acknowledge and agree that, if a vehicle linked to your account is reasonably believed to be abandoned and/or is parked for more than

twenty-four (24) hours at a retail parking location (where such location rules or signage prohibit or restrict extended stays), we reserve the right to notify the relevant landlord, Centre owner/manager and/or their agents or security service providers. You further authorise us, subject to applicable law and our Privacy Policy, to provide the landlord, Centre owner/manager and/or their agents with your relevant account and contact information on request where reasonably necessary to attend to, investigate and/or resolve the matter (including arranging removal, towing, enforcement of Centre rules, or contacting you).

We may, in its sole discretion and without prejudice to any other rights or remedies, (i) suspend or restrict your access to the website/App and/or the Services until the vehicle is removed and/or ownership/authorisation is satisfactorily verified, (ii) remove and/or unlink the vehicle from your account, and/or (iii) require you to provide reasonable supporting documentation. You indemnify us against any losses, damages, claims, liabilities and costs suffered or incurred by us arising out of or in connection with your failure to keep your vehicle information accurate and up to date, including your failure to remove a vehicle in accordance with this clause.

## Cookie / Tracking Technology

A cookie is a small file of letters and numbers that we place on your computer or mobile device. These cookies allow us to distinguish you from other users of our website/App, which helps us to provide you with a good experience when you browse our website/App and also allows us to improve our website/App.

The website/App may use cookie and tracking technology (collectively “**Cookies**”) depending on the features offered. Cookies are useful for gathering information such as browser type and operating system, tracking the number of visitors to the website/App, and understanding how visitors use the website/App. Cookies can also help customise the website for visitors. Personal

information cannot be collected via Cookies; however, if you previously provided personally identifiable information, Cookies may be tied to such information. Aggregate Cookie and tracking information may be shared with third parties.

You consent to receive notifications and messages through the Messaging Centre and, where enabled, via push notification, email, and/or SMS, as further described in the Messaging Centre and Notifications section of these Terms.

You may manage your tracking preferences within the App (as made available from time to time). Certain Cookies and tracking are strictly necessary for the operation, security and core functionality of the Services and cannot be disabled. Where offered, performance and analytics tracking is optional and may be toggled off; we will respect your preferences regarding analytics and tracking, subject to strictly necessary tracking described above.

We have the right, but not the obligation, to monitor any activity and content associated with the website/App. We may investigate any reported violation of these Terms or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the website).

## Payment and Pricing

All transactions in relation to the Services must be made using one of the integrated payment methods made available by us on the website/App from time to time (which may include credit card, debit card, prepaid balance and/or instant EFT) and will be processed in South African Rand (ZAR). For the avoidance of doubt, we do not support or accept manual electronic funds transfer (EFT) payments. Any payment made outside of the authorised payment methods, including but not limited to manual EFTs, will not be automatically recognised or reconciled by the system, and we shall not be responsible for any delays, failures, or inability to allocate or verify

such payments. Users who elect to make payments via unauthorised methods do so at their own risk, and we reserve the right to require additional verification, delay access to services, or decline to process such payments until satisfactory proof has been provided. Prices and fees are exclusive of VAT unless stated otherwise, and applicable taxes (including VAT) will be charged where required.

Pricing for parking is determined by each Centre and may vary between Centres and over time. The applicable parking tariffs are displayed at the relevant Centre (including at pay stations/exits and/or other signage) and, where shown on the website/App, are provided for convenience only and may not be current. You agree to pay the parking charges applicable to your parking event at the relevant Centre.

**We reserve the right to charge a service fee for the Services. The service fee (if applicable) will be disclosed to you before you confirm a paid transaction; as at the Effective Date it is R0.87 (excluding VAT) per paid transaction. No service fee is charged on free parking transactions, and free parking transactions remain free.**

We accept Visa and MasterCard credit cards and certain debit cards, as updated from time to time, subject to the rules of the relevant card scheme and our payment service provider.

Charges incurred in relation to the Services must be paid using a payment method made available by us during registration and/or in the website/App. If you choose to pay by card, you authorise us (and its payment service provider) to charge your card for amounts due in connection with your paid parking events and any applicable service fees and taxes. We may collect your card details for the purpose of processing payments, verify them with our payment service provider (currently PayU) and store a secure, encrypted

token (not your full card details) to enable future payments; for each paid parking event, we will submit the token with a payment request via the payment service provider.

If any amounts are outstanding on your account (including unpaid parking charges, service fees, penalties (if applicable) and/or other arrears), we reserve the right to (a) deduct such arrears from any wallet or prepaid balance associated with your account, and/or (b) upon registration of a new payment method, charge that payment method for such arrears, in each case subject to applicable law and any required notices.

You acknowledge that (i) transactions may be declined by your bank or card issuer, (ii) you remain responsible for all amounts due even if a transaction is declined, reversed or charged back, and (iii) refunds (if any) will be processed to the original payment method and may take time to reflect, subject to the rules of the relevant payment provider and card scheme. You are required to review your account activity and report any discrepancies, errors or unauthorised charges within 7 (seven) days of the relevant charge. If you fail to do so, the charge will be deemed valid and accepted and no refunds or reversals will be processed thereafter, subject always to applicable law.

We may, at its discretion and subject to applicable law, restrict, suspend or consolidate duplicate or multiple accounts and/or wallets that we reasonably believe relate to the same user, payment method, vehicle, or other identifying information, including by transferring wallet balances or transaction history between accounts where reasonably necessary for administration, fraud prevention, or compliance purposes.

## SANRAL-Linked Accounts and Billing

Where you elect to link, activate or use our parking services via your SANRAL account (including a SANRAL eTag account), an admyt account may be automatically created for you (or your existing admyt account may be linked), and parking sessions at admyt-enabled sites may be billed directly to your SANRAL account in accordance with SANRAL's processes and rules.

By activating or using this functionality, you acknowledge and agree that: (a) parking sessions initiated at admyt-enabled sites may be automatically detected and charged to your SANRAL account; (b) admyt does not control, administer or manage SANRAL billing processes, statements, payment runs, account settings, disputes or reversals; and (c) it is your responsibility to ensure that (i) the functionality is activated only where intended, (ii) your vehicle details (including licence plate and eTag information, where applicable) and account settings are accurate and up to date, and (iii) you monitor your SANRAL account for parking activity and charges.

To the extent permitted by law, once a parking session has been detected, recorded and billed via a SANRAL-linked account, admyt will not be liable for any refund, reversal or credit (including where you were unaware that the functionality was active, did not intend to incur parking charges, or did not make use of any available Promotions, free parking benefits or site-specific offers), and any billing queries or disputes relating to SANRAL charges must be directed to SANRAL in the first instance. Nothing in this clause limits any rights you may have under applicable law where a charge was processed incorrectly due to admyt's system error.

Users who activate parking via SANRAL are encouraged to download and use the admyt App (where available) to manage their account and vehicle details, access available features (including site-specific Promotions and free parking offers), and monitor parking activity.

## Wallet Balances, Refunds and Dormant Accounts.

We may make available a digital wallet facility that allows you to pre-fund and maintain a stored value balance (“Wallet Balance”) for use only in connection with transactions on the Website/App and the Services. When you top up your Wallet via card, EFT, or any other supported payment method, the funds are converted into Wallet Balance for future use on the Website/App and Services. Wallet top-ups constitute prepayment for future services and do not accrue interest.

The Wallet is not a bank account and does not constitute a deposit, investment, savings, or other regulated financial product, except to the extent required under applicable law.

Wallet Balances may be used only for transactions on the Website/App and may not be transferred to third parties, assigned, sold, pledged, exchanged for cash, redeemed, or withdrawn, except where required by applicable law.

You are responsible for ensuring that all wallet top-ups, debits, redemptions, and other wallet transactions initiated through your account are authorised by you, are accurate, and comply with these Terms and applicable law. You must promptly notify us of any unauthorised, incorrect, or suspicious wallet transaction through the support channels made available on the Website/App.

Subject to applicable law, we reserve the right to correct processing errors, adjust Wallet Balances, and/or reverse wallet transactions that were processed incorrectly, including as a result of system error, duplicate processing, suspected fraud, misuse, invalid transactions, chargebacks, or compliance requirements.

You may request a refund of any unused Wallet Balance within fourteen (14) calendar days of the applicable top-up date, subject to verification requirements, applicable law, payment provider rules, and any reasonable compliance checks conducted by us.

We may impose limits, restrictions, eligibility requirements, minimum

or maximum balance thresholds, transaction limits, and/or other conditions relating to the holding or use of Wallet Balances, and may amend such limits, restrictions, or conditions from time to time, subject to applicable law.

Your account may be classified as “Dormant” where there has been no user activity on the account, including logins or wallet transactions, for a continuous period of six (6) months. We will use reasonable efforts to notify you using the contact details associated with your account before classifying the account as Dormant.

You may request reactivation of a Dormant account by contacting our support. Reactivation may be subject to identity verification, updated information requests, and compliance checks, including anti-money laundering and sanctions screening requirements. We may refuse reactivation where required by law or where reactivation would reasonably be considered to create legal, regulatory, fraud, security, or compliance risks.

If an account remains Dormant for a continuous period exceeding twelve (12) months, we may, subject to applicable law, treat any remaining Wallet Balance as unclaimed funds and deal with such funds in accordance with applicable unclaimed property, consumer protection, financial services, or other regulatory requirements. We reserve the right to close any Wallet that remains Dormant for an extended period, subject to applicable law. Where required by law, we will make reasonable efforts to return any remaining Wallet Balance to you prior to closure, subject to verification and compliance requirements.

All Wallet Balances, wallet operations, refunds, reversals, and Dormant account processes remain subject to applicable financial regulations, anti-money laundering laws, consumer protection legislation, payment provider rules, and any applicable requirements imposed by our partners or service providers.

## Refund Policy

We will not process any refunds on your credit card account unless it can be proved that neither you nor the cardholder (where applicable) authorised this transaction or you have been incorrectly charged.

Refunds will not be processed for duplicate payments made via multiple channels (including paystation and the App). Promotional or bonus credits are non-refundable and will be removed upon account deletion. We apply idempotency checks to help prevent duplicate redemptions or payments.

## Voided Parking Sessions

A parking session constitutes the provision of a service which is rendered at the time the booking is active and the parking facility is made available to you. A request to void or refund a parking session must be submitted within **5 (five) calendar days** from the date of the parking session, and we reserve the right to decline any request received after this period. We may, in its sole discretion and subject to applicable law, approve voiding a parking session.

Where a void is approved, the value of the session will be credited to your admyt wallet. You may request a refund to the original payment method (instead of a wallet credit) within 5 (five) days following approval of the void/refund request.

You are responsible for ensuring that you do not make duplicate or alternative payments for the same parking session. We shall not be liable for refunding amounts where you elect to pay via an on-site ticket machine or any other payment method in addition to payment using the website/App.

Where payment for a parking session has already been settled with the applicable property owner, landlord, or parking operator, and the relevant accounting period has been closed, we reserve the right to

refuse a refund or void request, subject to applicable law.

## Promotional Codes, Vouchers and Referral Awards.

From time to time, we may (but are not obliged to) make available promotional codes, vouchers, coupons, credits, discounts, free/extended parking benefits and/or referral awards (collectively, “**Promotions**”). Promotions may be funded and/or fulfilled by us and/or third parties (including retailers, brands, partners or Centres) and are offered subject to these Terms, any additional terms communicated in the website/App or accompanying the Promotion (including eligibility criteria, usage limits, participating Centres/retailers, qualifying transactions and minimum spend requirements), and applicable law. In the event of any conflict, the additional Promotion terms will apply to that Promotion to the extent of the conflict.

Unless expressly stated otherwise in the applicable Promotion terms, Promotions are valid for a limited time only; are non-transferable; may not be exchanged for cash; may not be resold; may only be used once per user/account (and/or once per vehicle, card, device and/or other identifier as determined by us); may be limited to one Promotion per transaction; and may not be combined with other Promotions. We may apply reasonable verification and anti-fraud measures and may withhold, suspend or cancel a Promotion pending verification.

Referral awards (where offered) are intended for personal, non-commercial use. You may not publish, distribute or share referral codes/links in a manner that is deceptive, spam-like, incentivised, paid-for, or otherwise inconsistent with the purpose of the referral programme, nor may you create multiple accounts, use multiple devices/vehicles/cards, or engage in any activity intended to improperly generate, accelerate or inflate referral awards or other benefits.

Eligibility and Account Requirements. In order to qualify for or redeem any Reward, you must have created and maintain a valid admyt account in good standing. Referral bonuses shall only apply where the referred individual is a new User who does not already hold an existing admyt account. You may only register one account for personal use and may only use an email address that belongs to you. You must not create multiple accounts, fictitious profiles, temporary email addresses, or otherwise manipulate the system for the purpose of obtaining additional Rewards. You must not register an account on behalf of another person without that person's knowledge and consent, and you must not access or use another person's account to obtain or redeem Rewards.

We reserves the right, in its sole discretion and without prejudice to any other rights or remedies (and subject always to applicable law), to: (i) modify, suspend or discontinue any Promotion or referral programme at any time; (ii) refuse redemption or use of any Promotion; (iii) reverse, remove or claw back any Promotion benefit or referral award (including any credited amount or free/discounted parking benefit) where it was applied in error, where the qualifying conditions were not met, or where we reasonably suspect fraud, abuse, misuse or breach of these Terms or the applicable Promotion terms; and/or (iv) suspend or terminate your account and/or access to the Services in connection with such fraud, abuse, misuse or breach. You remain responsible for payment of any charges properly due for parking events and/or Services after any reversal or removal of a Promotion benefit.

Without limiting the foregoing, where a Promotion is a coupon/code intended to be applied at the time you create an account, you must enter and apply it during the account creation process; we will not be liable if you fail to apply the coupon/code when creating your account, and the coupon/code cannot be added manually by us to any existing account already created by you.

## Security Policy

Purchases made via credit card will be verified, authenticated and securely stored by PayU. PayU is certified with the Payment Association of South Africa (PASA) as a Systems Operator and Third-Party Payment Provider. PayU has Payment Card Industry Data System Security (PCI DSS) Level 1 Certification ensuring payment data security utilising PCI compliant processes and technology.

## Social Media Promotional Competitions.

From time to time, we may run promotional competitions, giveaways or prize draws via social media platforms (each a “**Competition**”). Each Competition is subject to these Terms and any additional terms, rules, entry mechanics, eligibility criteria, opening and closing dates, prize descriptions and winner selection process published by us in connection with that Competition (the “**Competition Rules**”). In the event of any conflict, the Competition Rules will apply to that Competition to the extent of the conflict.

Unless expressly stated otherwise in the Competition Rules, Competitions are open only to Users who are natural persons, resident in South Africa, aged 18 years or older, and who have a valid admyt account in good standing at the time of entry and at the time a prize is awarded. Directors, members, partners, employees, agents or consultants of admyt, its affiliates and/or any sponsor of the Competition, and their immediate family members and/or persons living in the same household, may be excluded from entering, as set out in the Competition Rules.

Entries must be submitted in the manner and within the time period specified in the Competition Rules. We may require proof of identity, age, eligibility, and/or compliance with the Competition Rules, and may reject or disqualify any entry (and/or withdraw a prize) where

we reasonably suspect fraud, abuse, automated or bulk entries, manipulation, breach of these Terms or the Competition Rules, or unlawful, harmful, defamatory, infringing or otherwise inappropriate conduct or content.

Prizes are not transferable, not exchangeable for cash and may not be resold, unless expressly stated otherwise in the Competition Rules. We may substitute a prize with another prize of reasonably similar value where a prize is unavailable or cannot be awarded for reasons beyond our reasonable control, subject to applicable law. Where a prize is fulfilled by a third party, such fulfilment is subject to that third party's terms and availability.

Winners will be selected and notified in accordance with the Competition Rules, and all winners for social media Competitions are chosen at our discretion (subject always to applicable law). If a winner cannot be contacted within a reasonable time, fails to respond, is ineligible, or fails to comply with verification requirements, we may select an alternative winner in accordance with the Competition Rules. To the extent permitted by law, our decision regarding any aspect of a Competition is final and no correspondence will be entered into.

We reserve the right to remove any comments from its social media, as well as any comments on paid advertisements on any social media sites. While we will use reasonable efforts to respond to queries on its social media pages as quickly as possible between 08:00 and 17:00 (GMT +2), response times are not guaranteed; for any urgent queries outside these hours, please contact [hello@admyt.com](mailto:hello@admyt.com).

By entering a Competition, you consent (to the extent permitted by law) to us using your name, social media handle, entry, and/or any winner announcement content for the purpose of administering and

promoting the Competition and announcing winners, without further compensation, provided that we will process any personal information in accordance with its Privacy Policy.

Competitions are in no way sponsored, endorsed, administered by, or associated with any social media platform unless expressly stated otherwise. You acknowledge that you provide your information to us (and/or the Competition sponsor) and not to the social media platform.

We reserve the right, subject to applicable law, to cancel, suspend, withdraw or amend any Competition (including the Competition Rules) where reasonably necessary due to circumstances beyond its control, fraud, technical failures, platform changes, or any other event that affects the integrity, security or proper administration of the Competition.

## Messages

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 server 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.

## Messaging Centre and Notifications

We provide a Messaging Centre within our App which is a unified inbox for all communications including alerts, parking events, receipts, rewards, news, and promotional content. The Messaging Centre is a core part of the App experience and does not require separate opt-in consent. Messages will remain accessible until archived, deleted, or where applicable, automatically expired in accordance with these Terms.

Messages delivered to your Messaging Centre may include: Alerts (critical service or operational notices); News (product updates and announcements); Rewards (promotional offers, voucher codes, and loyalty communications); Parking (session events and confirmations); Wallet (top-up confirmations, failed payments, low balance warnings, and card expiry notices); and Service Updates and Reminders (onboarding guidance and account maintenance notices). We reserve the right to introduce additional message categories from time to time.

Alert messages are time-sensitive and will automatically expire and be removed from your Messaging Centre upon reaching their expiry time, whether or not they have been read. All other message categories remain until your account is closed. We accept no liability for any alert that expired before you accessed it, provided it was delivered to your Messaging Centre.

We may send push notifications to your mobile device for certain message categories. Push notifications require your permission and may be withdrawn at any time through your device settings or within the App. Withdrawing push permissions does not affect delivery of messages to your Messaging Centre. Where push delivery fails or is disabled, we may send communications via email as a fallback where applicable.

During an active parking session, we may display a persistent Live Activity notification on your device's notification bar (on supported iOS and Android devices) showing your number plate, site name, and time in parking. This notification remains active for the duration of your session and dismisses automatically when your session ends

where applicable and where permitted.

You may manage push notification preferences within your device settings or the App. Certain critical communications - including alerts relating to gate failures, billing events, and access denials - will be delivered to your Messaging Centre regardless of your push notification preferences, as these form part of the core functionality of the Services.

We may use your location context to deliver relevant messages. For messaging purposes, location context is determined by the province provided at registration and where applicable, your most recent parking location. We do not track or collect your live or real-time device location. You may update your province information within the App at any time.

We collect data relating to your interactions with the Messaging Centre, including message delivery, open, click, and dismissal events. This data is used to improve the relevance of communications and generate internal reporting and is processed in accordance with our Privacy Policy.

We may segment users for targeted messaging based on behavioural data (such as parking frequency and wallet usage), registration information (such as province) and account status. All segmentation is conducted in accordance with our Privacy Policy and applicable data protection legislation, including POPIA.

## Warranties

### TO THE EXTENT PERMITTED BY LAW:

- WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- THE WEBSITE/APP, THE MATERIALS AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND MAY BE INTERRUPTED, UNAVAILABLE, INACCURATE OR CONTAIN ERRORS.
- WE DO NOT WARRANT THAT THE WEBSITE/APP, ITS SERVERS, OR ANY E-MAIL OR COMMUNICATIONS SENT FROM US OR THIRD PARTIES ARE FREE OF VIRUSES, MALWARE OR OTHER HARMFUL COMPONENTS, OR THAT ANY SECURITY MEASURES WILL PREVENT UNAUTHORISED ACCESS.
- WE WILL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OR LOSSES OF ANY KIND ARISING FROM OR IN CONNECTION WITH YOUR USE OF (OR INABILITY TO USE) THE WEBSITE/APP OR THE PROVISION OF THE SERVICES, INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

NEITHER ADMYT, NOR OUR DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, SERVICE PROVIDERS, SUBSIDIARIES OR PARENT COMPANIES, MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED

OR STATUTORY) AS TO THE OPERATION, AVAILABILITY, SECURITY OR FUNCTIONALITY OF THE WEBSITE/APP, OR THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION, CONTENT OR MATERIALS, AND/OR IN RELATION TO THE SERVICES (INCLUDING ANY SERVICES PROVIDED BY THIRD PARTIES OR AT/THROUGH A CENTRE). YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE/APP AND THE SERVICES IS AT YOUR SOLE RISK AND THAT YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND ANY CENTRE RULES.

IN NO EVENT SHALL ADMYT OR OUR DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, SERVICE PROVIDERS, PARENT COMPANIES OR SUBSIDIARIES BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR ANY

SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF (OR INABILITY TO USE) THE WEBSITE/APP, OUR SERVICES OR THESE TERMS (HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Indemnity**

**TO THE EXTENT PERMITTED BY LAW:**

IN ADDITION TO ANY OTHER INDEMNITIES IN THESE TERMS, YOU UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY AND HOLD HARMLESS ADMYT, OUR AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM

**AND AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES AND COSTS (OF ANY NATURE) SUFFERED OR INCURRED BY, OR BROUGHT AGAINST, ANY OF THEM ARISING OUT OF OR IN CONNECTION WITH (A) ANY INFRINGEMENT OF ANY RIGHT, AND/OR (B) YOUR EXERCISE OF YOUR RIGHTS OR YOUR PERFORMANCE OR BREACH OF ANY OBLIGATION UNDER THESE TERMS OR ANY REQUIREMENTS WE MAY IMPOSE FROM TIME TO TIME, INCLUDING ALL LOSSES, DAMAGES, CLAIMS AND/OR COSTS ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE WEBSITE/APP. THIS INDEMNITY INCLUDES OUR REASONABLE LEGAL COSTS AND EXPENSES INCURRED IN DEFENDING ANY CLAIM OR ACTION.**

**YOUR USE OF THE WEBSITE/APP, THE SERVICES AND/OR YOUR CUSTOMER PROFILE IS USED AT YOUR OWN RISK, AND YOU ASSUME ALL RESPONSIBILITY FOR ANY LOSS ARISING FROM ITS USE. TO THE EXTENT PERMITTED BY LAW, ADMYT, OUR AFFILIATES, SHAREHOLDERS, DIRECTORS, AGENTS, CONSULTANTS AND EMPLOYEES WILL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), HOWSOEVER ARISING (WHETHER IN CONTRACT, STATUTE, DELICT OR OTHERWISE), RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE/APP, ANY PERSONALISED ITEM OR ANY LINKED WEBSITE/APP, OR ANY CONTENT, FUNCTIONALITY OR INFORMATION MADE AVAILABLE THROUGH THEM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IT IS SPECIFICALLY RECORDED THAT IN NO EVENT SHALL OUR DIRECTORS, EMPLOYEES, OFFICERS, SERVICE PROVIDERS, PARENT COMPANIES OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY DAMAGE TO YOUR MOTOR VEHICLE OR THEFT THEREOF.**

## Company Information

Full name: **admyt (Proprietary) Limited**

Physical address: **Sovereign Quay, Unit 317, 32 Somerset Road, De Waterkant, Cape Town, 8001**

Website address: **www.admyt.com**

Email address: **hello@admyt.com**

Registration number: **2015/280619/07**

Country of incorporation: **South Africa**

## Address for Service

The address for service for all purposes relating to these Terms including the giving of any notice, the payment of any sum, the serving of any process, is the physical address set out above.

admyt shall be entitled from time to time, by giving notice to you, to vary its physical address for service to any other physical address. admyt shall be entitled to vary its address for service by notice on this website, and accordingly you undertake to ensure you have the correct service address.

## Dispute Resolution

Should any dispute, disagreement or claim arise between you and admyt concerning the use of the website/App or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them to find a mutually beneficial solution.

If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), with an arbitrator selected by AFSA.

Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

## Entire Agreement

These Terms and our Privacy Policy, set out the entire agreement between you and us related to the subject matter hereof, and supersedes any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

## General

Subject to the Privacy Policy, admyt may use the data you provide to provide the services offered through the website. admyt may cede, assign or delegate any of its rights and obligations under these Terms.

Each provision of these Terms is severable. If any provision is or becomes unenforceable in any jurisdiction, it will be ineffective in that jurisdiction only to the extent of the unenforceability, and the

remaining provisions will remain in full force and effect.

If admyt is prevented from performing any obligation due to an event beyond its reasonable control, those obligations (and your corresponding obligations) are suspended to the extent and for as long as performance is prevented. If the event continues for more than 14 days, admyt may terminate these Terms on notice to you. Events beyond admyt's reasonable control include acts of God, strikes, theft, riots, explosions, insurrection or similar disorder, war or military operations, epidemics/pandemics or other public health emergencies (including infectious or communicable diseases), telecommunications outages, power failures, international restrictions, governmental or regulatory requirements, court orders, export controls, and shortages of transport facilities.

The website/App 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 website/App. Your continued access or use of the website/App 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.

No indulgence, leniency or extension of time granted by admyt shall constitute a waiver of any of admyt's rights under these Terms and, accordingly, admyt 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.

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 corporate bodies, and vice versa.

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.

Your access and/or use of the website/App 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.

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 admyt in relation to the payment failure or breach.

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.

For purposes of calculating any time periods GMT+2 shall apply.