

Terms of Service and Agreement entered into with Overflow Business Holdings (Pty) Limited

Please read these terms of service and agreement (“**Terms**”) carefully before using the website, applications, and services (hereinafter referred to the “**Platform**”) offered by Overflow Business Holdings. The Platform is owned by Overflow Business Holdings (Pty) Limited, a company duly registered and incorporated in terms of the company laws of the Republic of South Africa with its registered address at Unit 109 Aldrovande Palace, 6 Jubilee Grove, Umhlanga Rocks, Durban, 4001 (hereinafter collectively referred to as “**Cyber eCom**”, “**we**”, and “**us**”).

This Terms sets forth the legally binding Terms for your use as a Seller of our Platform, services or applications, including, without limitation, the website at <https://www.cyberecom.tech> and app offered under the name Cyber eCom, (collectively, the “**Services**”).

The Platform is offered subject to your acceptance without modification of all of the Terms contained herein and all other operating rules, policies (including, without limitation, our **Privacy Policy**) and procedures that may be published from time to time on this site. We may periodically update or change the Terms without notice. You should check them from time to time, as your continued use of our website and Platform will mean you accept any updated or revised Terms. We reserve the right to update and change the Terms by posting updates and changes to our site.

When you use any current or future services provided by us through the Platform you will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the Terms and considered a part and parcel of the Terms.

1 General Rules

- 1.1 The Platform offered by Cyber eCom includes various products and services to help you sell goods and services to buyers (“**Users**”), whether online (“**Online Services**”), in person (“**POS Services**”), or both.
- 1.2 The use of and registration to our Platform is available only to, and may only be used by, individuals who are at least 18 years and who can form legally binding contracts under the applicable law. You represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. We may, in our sole discretion, refuse to offer access to or use of the Platform to any person or entity or change its eligibility criteria at any time.
- 1.3 To access and make use of our Platform, you must register for a an account with us by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required.
- 1.4 You acknowledge that Cyber eCom will use the email address you provide on opening an account or as updated by you from time to time as the primary method for communication with you. You must keep your account information up-to-date and accurate at all times, including a valid name, address and phone number.
- 1.5 You agree that all use of the Platform and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services) will be deemed to have been authorized by yourself.

- 1.6 You may not transfer or sell your Cyber eCom Shop/account, username and password to another third party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to these Terms.
- 1.7 Cyber eCom reserves the right, in Cyber eCom's sole discretion, to cancel unconfirmed or inactive accounts and/or to refuse to offer the Services to you, for any (or no) reason and at any time. A breach or violation of any of the Terms as determined in the sole discretion of Cyber eCom may result in an immediate termination of your Services.

2 Account and Registration obligations

- 2.1 The person registering for the Service by opening an account will be the contracting party ("**Shop Owner**") for the purposes of our Terms and will be the person who is authorized to use any corresponding account we may provide to the Shop Owner in connection with the Service.
- 2.2 If you register as a business entity you represent and warrant that you are duly authorised by the business entity to accept the terms and you have the authority to bind the business entity to the Terms.
- 2.3 Your Shop can only be associated with one Shop Owner. A Shop Owner may have multiple shops that offer different products for sale.
- 2.4 Upon registration on the Platform, an account and a member username and password will be issued to you. Your member username and password is unique to a single Shop/Account.
- 2.5 You are responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify us of any unauthorized use of your password or any breach of security of your account.
- 2.6 You also agree that Cyber eCom cannot and will not be liable for any loss or damage arising from your failure to keep your password secure or any breach of security of your account. You agree not to provide your username and password information in combination to any other party other without our express written permission.

3 Online Shop - Rules

- 3.1 You will be required to provide information or material about your entity, business or products/services as part of the registration process on the Platform. Each member represents, warrants and agrees that:
 - (1) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or Services is true, accurate, current and complete; and
 - (2) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

- 3.2 You will be responsible for all activity and content such as photos, images, videos, graphics, written content, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with your Shop.
- 3.3 You are responsible to ensure that content is accurately categorized and/or described, which includes the nature, uses and effects of the content and/or materials. Failure to do so may result in an immediate termination of your Services.
- 3.4 You must not describe or assign keywords to your Shop profile in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and we may change or remove any description or keyword that is considered inappropriate or unlawful, or otherwise likely to cause liability.
- 3.5 Each Seller warrants and agrees that he/she shall:
- (1) carry on activities on the Platform in compliance with any applicable laws and regulations;
 - (2) conduct business transactions with Users of the Platform in good faith;
 - (3) carry on activities in accordance with the Terms and any applicable Additional Agreements;
 - (4) not use the Platform or Site to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
 - (5) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
 - (6) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
 - (7) not involve attempts to copy, reproduce, exploit or expropriate Cyber eCom's various proprietary directories, databases and listings;
 - (8) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
 - (9) not involve any scheme to undermine the integrity of the data, systems or networks used by Cyber eCom and/or any user of the Platform or gain unauthorized access to such data, systems or networks;
 - (10) not engage in any activities that would otherwise create any liability for Cyber eCom or our affiliates.

4 Use of the Platform

- 4.1 Through the Platform, Cyber eCom provides an electronic web-based Platform for exchanging information between Sellers and Users of products and services. Cyber eCom additionally provides electronic web-based transaction platforms for Sellers to accept,

conclude, manage and fulfil orders for the provision of products and services online within the Site. However, for any Services, Cyber eCom does not represent either the Seller or the User in transactions.

- 4.2 Cyber eCom does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Site, the ability of the Seller to complete a sale or the ability of Users to complete a purchase.
- 4.3 By listing an item on the Shop you warrant that you may legally sell the item in all locations that you list your item for sale. You must accurately describe your item and all terms of sale. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item.
- 4.4 All items must be listed in an appropriate category with appropriate tags. Each listing must accurately and completely describe the item/items for sale in that listing. If a Seller provides inaccurate information about a product/s they are listing, the product could be removed and the account could be suspended.
- 4.5 Sellers using the site or Shop shall fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Site.
- 4.6 Sellers are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of the Site or Shop, including, without limitation, terms regarding payment, returns, warranties and deliveries.

5 Platform for Transaction and Communication

- 5.1 The Platform is a platform that you and Users utilise to independently interact with one another on sale transactions. Cyber eCom is not and cannot be a party to any transaction or dispute between you and Users on the Platform.
- 5.2 All commercial/contractual terms are offered by you and agreed upon between you and Users alone. The commercial/contractual terms include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode of delivery, and warranties and after-sales services related to products and services. Cyber eCom does not determine, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms between you and Users.
- 5.3 Cyber eCom does not make any representations or warranties regarding specifics (such as quality, value, and saleability) of the products or services proposed to be sold, offered to be sold or purchased on the Platform. Cyber eCom does not implicitly or explicitly support or endorse the sale or purchase of any products and services on the Platform. Cyber eCom accepts no liability for any errors or omissions of third parties in relation to the products and services.
- 5.4 Cyber eCom is not responsible for any non-performance or breach of any contract between you and Users. Cyber eCom cannot and does not guarantee that you and Users concerned will perform transaction(s) concluded on the Platform. Cyber eCom shall not and is not required to mediate or resolve disputes or disagreements between you and Users.

- 5.5 Cyber eCom does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its Users. You are advised to independently verify the bona fides of any particular User you choose to deal with on the Platform and use your best judgment in that regard.
- 5.6 Cyber eCom does not at any point in time during a transaction between you and a User on the Platform come into or take possession of any of the products or services offered by you, gain title to or have any rights or claims over the products or services offered by you to the User.
- 5.7 At no time shall Cyber eCom hold any right/title to or interest in the items nor have any obligations or liabilities with respect to such a contract. Cyber eCom is not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.
- 5.8 The Platform is only a platform that can be utilised by you to reach a larger customer base to sell items or services. Cyber eCom only provides a platform for communication and it is agreed that the contract for sale of any products or services shall be a strictly bipartite contract between you and the User.
- 5.9 Cyber eCom reserves the right to investigate User feedback and/or complaints received against the product quality and/or service delivery advertised. In the instance that it is found that you have misrepresented your services on the Platform that would result in a breach of these Terms and may lead to suspension and/or termination of your Shop account.

6 Dispatch of products and/or services

- 6.1 You, as a Seller, shall be required to dispatch the products and/or services for every transaction to the User within the time period as provided in the Terms to ensure that the products and/or services are delivered in a timely manner. Further, you will solely be responsible for undertaking transit insurance for products sold by you on the Platform. For avoidance of doubt, Cyber eCom will not be responsible for undertaking any insurance(s) for products sold by you on the Platform
- 6.2 You shall provide dispatch details and details of after-sales services related to products and services listed by you on the Platform to Users in such a manner and within a time period as provided in the policies.
- 6.3 You shall dispatch the products and/or services using only an approved delivery channel which provides appropriate 'proof of dispatch' & 'proof of delivery' (PoDs) documentation. Such PoD documentation relating to delivery should be maintained by you for a period of 3 (three) years from the date of dispatch. The PoDs should be furnished to Cyber eCom on demand within the time frame as notified from time to time.
- 6.4 You agree that the dispatch details shall be true, correct, and duly authorized and shall not be misleading, fraudulent, false, unauthorized, illegal and shall not contain any misrepresentation of facts.

- 6.5 In case you fail to provide dispatch details or provides dispatch details not complying with policies, it shall result in consequences as more specifically stated in the Terms and may lead to suspension and/or termination of your Shop account.

7 Payment of Fees

- 7.1 Upon registration on the Platform, you undertake to pay the applicable setup fees and recurring fees together with fees applicable to your subscription to Online Service and/or POS Services ("**Subscription Fees**").
- 7.2 Fees relating to your purchase or use of any products or services such as Peach Payments and SmartPay Payments together with the Subscription Fees shall be referred to as "**Fees**". Subscription payments are not refundable.
- 7.3 Subscription Fees will be invoiced starting from the day your services are established and in advance of using such services. Fees are paid in advance and will be billed in 30 day intervals (each such date, a "**Billing Date**").
- 7.4 You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Shop Owner via the email address provided. An invoice will also appear on the Account page of your Shop's administration console on the Platform.
- 7.5 For the avoidance of doubt, all sums payable by you to Cyber eCom under these Terms shall be paid free and clear of any deductions or withholdings whatsoever. Cyber eCom shall be entitled to charge the full amount of Fees stipulated under these Terms.
- 7.6 In particular, Cyber eCom may at its sole discretion introduce new services and modify some or all of the existing services offered on the Platform. In such an event Cyber eCom reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fees shall be posted on the Platform and such changes shall automatically become effective immediately after they are posted on the Platform. Unless otherwise stated, all fees shall be quoted in South Africa Rands.

8 Renewal

- 8.1 Unless you notify us in writing that you want to cancel a subscription, your subscription will automatically renew on a month to month basis.
- 8.2 Unless written notification is received, you authorize us to collect the then-applicable monthly subscription fee for such subscription (as well as any taxes) using any credit card or other payment mechanism we have on record for you.
- 8.3 Services can be cancelled by you at any time on thirty (30) days written notice to us.

9 Modifications to the Service and Prices

- 9.1 Prices for using the Services are subject to change upon 30 days' notice from Cyber eCom. Such notice may be provided at any time by posting the changes to the Cyber eCom or the administration menu of your Cyber eCom via an announcement.

- 9.2 Cyber eCom reserves the right at any time, and from time to time, to modify or discontinue, the Services (or any part thereof) with or without notice.
- 9.3 Cyber eCom shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

10 Cancellation and Termination

- 10.1 You may cancel your Account and terminate the Terms at any time by contacting Cyber eCom and providing us with thirty (30) days written notice of your intention to cancel.
- 10.2 Cyber eCom will cease providing you with the Services and on receipt of your cancellation notice, your Shop will be removed from the Platform.
- 10.3 You will not be entitled to any refunds of any Fees, pro rata or otherwise. Any outstanding balance owed to Cyber eCom for your use of the Platform and/or Services through the effective date of such termination will immediately become due and payable in full.
- 10.4 If at the date of termination of the Service, there are any outstanding Fees owing by you, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.
- 10.5 We reserve the right to terminate your access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately.
- 10.6 Without limiting any other remedies, Cyber eCom may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services.

11 Pay Pal and Peach Payments - Cyber eCom Payment Platforms

- 11.1 Users/buyers may pay for your items by choosing among the following payment methods, the availability of which may vary by Cyber eCom, such as :
- (1) Pay Pal
 - (2) Peach Payments
 - (3) Google Pay
- 11.2 Upon completion of sign up for the Platform, Cyber eCom will create a Pay Pal and/or Peach Payments account on your behalf, using your email address.
- 11.3 You acknowledge that Pay Pal and/or Peach Payments will be your default payments gateway(s) and that it is your sole responsibility as the Shop Owner to activate and maintain these accounts. If you do not wish to keep either of the payment accounts active, it is your responsibility to deactivate them.
- 11.4 We may modify the scope of payment methods available to Users/buyers in our sole discretion. We may change, discontinue, enhance or modify features of Payment offerings in the Cyber eCom Platform at any time.

- 11.5 The underlying sale contract for the purchase of goods is directly concluded between you and the User/Buyer in the same manner as for transactions for which we do not manage payments.

12 PayPal

- 12.1 PayPal allows payment through credit cards, bank accounts, buyer credit, or PayPal account balances.
- 12.2 You can use PayPal as a payment provider for customer checkout and processing for your Shop.
- 12.3 PayPal is one of Cyber eCom's default payment providers. As soon as you open a Shop, you're given a PayPal Express Checkout account with the email you used to sign up for your Shop. Before you can collect payments for orders made with PayPal, you need to set up your PayPal account.
- 12.4 You're charged transaction fees each time a customer makes a purchase using this payment method.

13 Peach Payments

- 13.1 Peach Payments is a payment gateway that allows Sellers to access to all relevant payment methods, including credit/debit cards, bank transfers, mobile wallets, electronic wallets and mobile operator billing.
- 13.2 Peach Payments is also one of Cyber eCom's default payment providers. As soon as you open a Shop, you're given a Peach Payment account with the email you used to sign up for your Shop. Before you can collect payments for orders made with Peach Payment, you need to set up your Peach Payment account.

14 Breach

- 14.1 Without limiting other remedies, we may limit your activity, immediately remove your information, warn other users of your actions immediately, temporarily/indefinitely suspend/terminate/block your account and/or refuse you access to the Platform in the event of, including but not limited to, the following:
- (1) 1. if you breach the Term, privacy policy or other policies (if any);
 - (2) 2. if we are unable to verify or authenticate any information you provide; or
 - (3) 3. if it is believed that your actions may cause legal liability for you, other users, or us;
- 14.2 We may at any time, at our sole discretion, reinstate suspended Sellers. A Seller that has been suspended or blocked may not register or attempt to register with us or use the Platform (through itself or any other entity or legal form) in any manner whatsoever until such time that such a seller is reinstated by us. Notwithstanding the foregoing, if you breach the Terms or other rules and policies, we reserve the right to recover any amounts due and

owed by you to us and take strict legal action, including but not limited to a referral to the appropriate authorities for initiating criminal or other proceedings against you.

15 Indemnity

- 15.1 You shall indemnify and hold harmless Cyber eCom its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees from any claim, demand, or actions including reasonable attorneys' fees made by any third party or penalty imposed due to or arising out of your breach of the Terms, privacy policy and other policies or your violation of any law, rules, regulations or the rights (including infringement of intellectual property rights) of a third party.

16 Severability

- 16.1 If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.

17 Confidentiality

- 17.1 During the course of your use of the Platform, you may receive information relating to us or to the Services that is not known to the general public ("Confidential Information"). You agree that:

- (1) all Confidential Information will remain Cyber eCom's exclusive property;
- (2) you will use Confidential Information only as is reasonably necessary for your participation in the Services;
- (3) you will not otherwise disclose Confidential Information to any other person or entity; and
- (4) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement.

- 17.2 You may not issue any press release or make any public statement related to the Platform or Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

18 Use of Cyber eCom Transaction Information

- 18.1 You will not, and will cause your Affiliates not to, directly or indirectly:
- (1) disclose any Cyber eCom Transaction Information (defined below), except that you may disclose that information solely as necessary for you to perform your obligations under these Terms if you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information;

- (2) use any Cyber eCom Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law;
- (3) disparage us, our Affiliates, or any of their or our respective products or services or any customer; or

18.2 In addition, you may only use tools and methods that we designate to communicate with Cyber eCom users regarding transactions, including for the purpose of scheduling, communicating, or cancelling the fulfilment of products, services or Content. "Cyber eCom Transaction Information" means, collectively, order information and any other data or information acquired by you or your affiliates from Cyber eCom, its Affiliates, or otherwise as a result of this Agreement, the transactions contemplated by this Agreement, or the parties' performance under this Agreement.

19 Relationship of Parties

19.1 You and Cyber eCom are independent contractors, and nothing in these Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us.

19.2 You will have no authority to make or accept any offers or representations on Cyber eCom's behalf.

19.3 These Terms will not create an exclusive relationship between you and Cyber eCom.

19.4 Nothing expressed or mentioned in or implied from these Terms is intended or will be construed to give to any person other than the parties to these Terms any legal or equitable right, remedy, or claim under or in respect to these Term.

19.5 All of the representations, warranties, covenants, conditions, and provisions contained in these Terms are intended to be and are for the sole and exclusive benefit of Cyber eCom, you, and customers.

19.6 As between you and Cyber eCom, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

20 Electronic communications

20.1 You agree to receive communications from Cyber eCom electronically, such as emails, texts, mobile push notices, or notices and message on the Services, and to retain copies of these communications for your records.

20.2 You agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that Cyber eCom provides to you electronically will have the same legal effect that such communications or documents would have if they were set forth in "writing."

21 Software

- 21.1 Any software provided by us to you as part of the Services is subject to the provisions of these Terms. Cyber eCom reserves all rights to the software expressly granted by Cyber eCom hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by Cyber eCom.

22 Links to Third Party Sites

- 22.1 Third party links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of Cyber eCom in any manner whatsoever and you therefore access them at your own risk. Cyber eCom is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. Cyber eCom is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by Cyber eCom of any linked site and/or any of its content therein.

23 Use of our logos, content and images

- 23.1 You are not permitted to use the content of our Website, our logos or any product or other images that appear on our Website without our prior written consent. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an infringement of our intellectual property rights.

24 Trademark complaint

- 24.1 Cyber eCom respects the intellectual property of others. In case you feel that your trademark has been infringed, you can write to Cyber eCom at support@cyberecom.tech

25 Copyright complaint

- 25.1 Cyber eCom respect the intellectual property of others. In case you feel that your work has been copied in any way that constitutes copyright infringement you can write to Cyber eCom at support@cyberecom.tech.

26 Trademark, Copyright and Restriction

- 26.1 The Website is controlled and operated by Cyber eCom and products are sold by respective registered Sellers. All material on the Platform, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks and other intellectual property rights. You must not copy, reproduce, republish, upload, post, transmit, or distribute Cyber eCom's or other Seller's material in any way, including by email or other electronic means and whether, directly or indirectly, you must not assist any other person to do so. Without the prior written consent of the owner, modification or use of the material on any other website/networked computer environment or for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks, and other proprietary rights is

prohibited. Any use for which you receive any remuneration, whether money or otherwise, is a commercial use for the purposes of this clause.

27 Force Majeure

- 27.1 In the case of force majeure, which includes but is not limited to: an Act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster, satellite failure, global pandemic, you agree that Cyber eCom shall be under no liability whatsoever to you (including any event which is caused by the failure or non-performance on the part of the Content Owners or the Platform Partners which results in a delay or failure or disruption of the Services to you) for whatever damages.

28 Applicable law and jurisdiction

- 28.1 These Terms are to be governed, interpreted and implemented in accordance with the laws of South Africa.
- 28.2 Any dispute arising in relation to our Terms with you shall, to the extent permitted by law, be referred to arbitration in KwaZulu-Natal at a venue to be determined by us applying the Uniform Rules of the High Court of South Africa.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER.

If you have any questions regarding our Website, the Terms, products or services, please click support@cyberecom.tech to **contact us**.