



Loyalty powered by Data

TERMS & CONDITIONS

These Terms and Conditions (“T&C”) govern the use of SmartLoyalty’s Digital App (“the Service”) provided by SmartLoyalty (herein referred to as “Service Provider” we,” “our,” or “us”). By subscribing to or using the Service, you (“Client,” “Customer,” or “you”) agree to these T&C in full.

1. PURPOSE

This Agreement governs the Customer’s monthly subscription to the Service Provider’s loyalty application platform and related support services.

The Platform is designed for businesses to:

- Reward loyal customers
 - Drive repeat business
 - Track customer behavior
 - Obtain sales and loyalty insights
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2. SERVICES PROVIDED

The monthly Subscription Includes:

- Digital Loyalty Platform Access
- Flexible Month-to-Month Agreement
- Rewards Points and Redemption Functionality
- Customer Registration and Database management
- Business Dashboard and Analytics
- Advanced Reporting and Customer insights
- Standard Support Services
- System Upgrades & Routine Maintenance
- Onboarding and Once-off Training

NB: Please note:

✚ **Not included in your Monthly Subscription is SMS Credit Bundles on demand.**

SMS BUNDLES ON DEMAND

- ✓ Be in control of your communication and **set your own monthly budget**, no hidden fees, no surprises.
- ✓ What you **don't use will carry over to the next month** with no expiry date.
- ✓ **SMS Bundles on-demand** - Scale your communication as you grow. SMS bundles are available for purchase on- demand at **35cent per SMS**. **Simply advise our team on your preferred monthly limit to keep your customers engaged.**

Please note SMS credit Bundles must be bought upfront, and Proof of Payment needs to be sent to ilze@smartloyalty.co.za in order to load your Bundle. Should you require a different bundle amount, just let us know.

Buy	SMS Credits
R100	286
R200	571
R300	857
R400	1143
R500	1429
R600	1714
R700	2000
R800	2286
R900	2571
R1 000	2857

❖ **Optional Billable Services**

The following are **excluded** from the monthly subscription unless agreed in writing:

- Custom integrations
- Bespoke development
- Onsite training sessions
- Custom reports.

Any additional services requested from time to time will be billed individually as and when such services are requested.

3. SERVICE LEVELS

The Service Provider undertakes reasonable commercial efforts to meet the following service standards:

Service	Standard
Platform availability	99% uptime per month
Critical support issue	24 business hours
Standard issue	Same business day
General query	1 business day
Planned maintenance notice	24 hours

Support hours: Monday to Friday, 08:00–17:00

Excluding South African public holidays.

4. SUBSCRIPTION, PAYMENT, LATE PAYMENT & SUSPENSION CLAUSE

- The Service is billed monthly **in advance**.
- Payment is due **on or before** the **1st day of each month**, unless otherwise agreed in writing.
- **Should a client join after the 15th of a month a Pro-rata invoice will be sent for Subscription and the chosen SMS Credit bundle. The invoice needs to be paid on the date of acceptance of SmartLoyalty terms in order to have SMS credits loaded and service activated.**
- **SMS credits** must be bought in advance as well. Should you run out of SMS credits, just send a mail to ilze@smartloyalty.co.za and your proof of payment in order to reload your new bundle. **Please ensure you have enough SMS credits before a weekend.**
- **Please note should payment be late, SMS Credits will be suspended immediately.**
- A **grace period of five (5) calendar days** will apply from the due date.
- Should payment not be received within the grace period, SmartLoyalty reserves the right to issue a **payment reminder notice**.
- If payment remains outstanding **eight (8) calendar days** after the due date, SmartLoyalty reserves the right to **suspend access** to the loyalty platform, reporting dashboard, customer rewards functionality, and related services until **full payment** has been received.
- Any overdue amount may attract **interest at 2% per month** on the outstanding balance.
- Accounts that remain unpaid for **thirty (30) days or more** may be **terminated without further notice**.
- A **reactivation fee of R350** may apply before services are restored after **suspension or termination**.

PROCESS OF LATE PAYMENTS & SUSPENSION

- **Day 3–5:** Friendly reminder
- **Day 7:** Formal warning
- **Day 8:** Suspension of service
- **Day 30:** Final notice

Annual Increases

Annual increases will be communicated 2 months in advance of Anniversary Date.

5. TERM & RENEWAL

- This Agreement is on a **month-to-month recurring basis** and renews automatically each month.
 - Either party may terminate by giving **30 (thirty) calendar days written notice**.
 - Should you sell your business inform us as well in order to cancel your contract with us. Please note the 30-day Calendar notice still applies. Should the new owner be interested, a new contract will have to be drafted.
 - We may suspend or terminate access immediately if T&C are violated, including non-payment or misuse.
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6. CUSTOMER RESPONSIBILITIES

The Customer agrees to:

- Provide accurate and up to date business information
 - Ensure lawful use of the Platform
 - Keep login credentials confidential and secure
 - Use customer data in compliance with POPIA
 - Ensure monthly payments are made timeously
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7. DATA OWNERSHIP & POPIA

- Customer data remains the property of the Customer.
 - The Service Provider may process such data solely for the purpose of rendering the services.
 - Both parties agree to comply with the **Protection of Personal Information Act (POPIA), South Africa**.
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8. INTELLECTUAL PROPERTY

- All intellectual property rights in the Service, software, content, and branding remain the property of SmartLoyalty.
 - You may not copy, distribute, modify, or reverse engineer the Service without our written permission.
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9. LIMITATION OF LIABILITY

- The Services is provided “as is.”
- We do not guarantee uninterrupted or error-free access.

➤ **The Service Provider shall not be liable for:**

- Indirect or incidental damage
- Consequential losses
- Loss of revenue
- Internet outages
- Third-party system failures.

Liability is limited to the **last 3 months' subscription fees paid.**

To the fullest extent permitted by applicable law, SmartLoyalty's total liability to the Client for any and all claims arising out of or in connection with the Services, whether in contract, delict (including negligence), statute, or otherwise, shall be limited to the total subscription fees actually paid by the Client to SmartLoyalty during the three (3) months immediately preceding the event giving rise to the claim.

Under no circumstances shall SmartLoyalty be liable for any indirect, incidental, special, punitive, or consequential losses or damages, including but not limited to loss of profits, loss of business opportunities, loss of data, loss of goodwill, or business interruption.

Nothing in this clause shall limit or exclude liability for:

- fraud or fraudulent misrepresentation;
- wilful misconduct or gross negligence;
- any liability that cannot lawfully be excluded or limited under South African law; or
- breaches relating to the unlawful processing, loss, or unauthorised disclosure of personal information where liability arises under the Protection of Personal Information Act, 2013 (POPIA).

The Client acknowledges that the pricing of the Services is based on this allocation of risk and limitation of liability.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the **Republic of South Africa.**

11. CHANGES TO TERMS

We may update these T&C from time to time. Updated terms will be effective upon posting, and continued use of the Service constitutes acceptance of changes.

12. PRIVACY & DATA HANDLING

Your use of the Service is also governed by our **Privacy Policy**, which details how we collect, store, and use your data.

SMARTLOYALTY PRIVACY POLICY

Effective Date: On Acceptance of Terms and Conditions

SmartLoyalty (“we”, “our”, “us”) respects your privacy and is committed to protecting your personal information in accordance with the Protection of Personal Information Act, 4 of 2013 (“POPIA”).

This Privacy Policy explains how we collect, use, store, and protect personal information when you use our loyalty rewards platform, website, and mobile application.

1. Information We Collect

We may collect the following personal information:

- Full name
- Mobile number
- Email address
- Customer account number / loyalty profile number
- Reward points earned and redeemed
- Business/store visit history
- Device and login information
- IP address and browser/app usage data
- Staff user login details
- Business client account information

Where applicable, we may also collect customer preferences for promotional communication.

2. Purpose of Collection

We collect and process personal information for the following purposes:

- to register customers on the loyalty platform
- to allocate and track reward points
- to manage redemptions and rewards
- to provide reporting and analytics to business clients
- to communicate account updates and promotions
- to improve platform performance and customer experience
- to comply with legal and regulatory obligations

Personal information will only be used for the purpose for which it was collected or a compatible lawful purpose.

3. Legal Basis for Processing

We process personal information based on:

- customer consent
- performance of our services agreement
- legitimate business interests
- compliance with legal obligations under South African law

4. Sharing of Information

We may share information with:

- the business/store that issued the loyalty account
- authorised staff users of that business
- trusted third-party service providers such as cloud hosting, SMS, WhatsApp, email, and payment providers
- regulatory authorities where required by law

We do not sell personal information to third parties.

5. Security Measures

We implement reasonable technical and organisational measures to protect personal information against:

- loss
- unauthorised access
- misuse
- disclosure
- alteration
- destruction

This includes secure passwords, controlled staff access, encrypted systems where applicable, and secure cloud storage.

6. Retention of Information

Personal information will be retained only for as long as necessary for business, legal, and operational purposes, after which it will be securely deleted or anonymised.

7. Your Rights

In terms of POPIA, customers have the right to:

- access their personal information
- request correction of incorrect information
- request deletion where legally permissible

- object to direct marketing
- withdraw consent where processing is based on consent
- lodge a complaint with the Information Regulator

"Information Regulator South Africa" (<https://www.gov.za/documents/protection-personal-information-act>)

8. Cookies and Analytics

If our website or app uses cookies, tracking tools, or analytics software, these may collect usage information to improve our services.

9. Contact Details

For privacy-related questions or requests, please contact:

SmartLoyalty
Email: info@smartloyalty.co.za
Phone: 083 691 9015
Contact person: Ilze Nothnagel

ACCEPTANCE OF TERMS

By signing below, the Customer confirms acceptance of above-mentioned Terms and Conditions.

Customer Name: _____

Business Name: _____

Signature: _____

Date: _____

Service Provider Representative: _____

Signature: _____

Date: _____