

### **Our Membership Agreement**

These Terms and Conditions of Membership and Use are a legally binding agreement made by and between You ("You", "Your" or "Yours"), the person who has enrolled as a member in the LETS GET LOST (PTY) LTD (the "Travel Stokvel") and ('Administrator", "We" "Us", "Our") and constitutes the Membership Agreement between You and Us made upon Your enrolment in the Travel Stokvel.

This membership should also be read in conjunction with the Lets Get Lost Standard Condition of Trade and (attached hereto)

## I. Your membership:

BY ACCEPTING AN OFFER TO ENROLL IN THE TRAVEL STOKVEL, AS WELL AS BY USING ANY OF THE STOKVEL BENEFITS/SERVICES.EACH TIME YOU DO SO, YOU EXPRESSLY SIGNIFY AND ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF MEMBERSHIP AND USE. IF YOU HAVE ENROLLED IN THE PROGRAM AND DO NOT CONTACT US TO CANCEL YOUR MEMBERSHIP WITHIN 2 WORKING OF RECEIVING THESE MATERIALS, YOU ARE IRREVOCABLY DEEMED TO HAVE AGREED TO AND ACCEPTED THESE TERMS AND CONDITIONS OF MEMBERSHIP AND USE.

## 2. Membership Benefits:

As a member of the Program, You have access to savings, discounts, and other benefits on specified products and services, and through specified service providers, most of which are offered by or arranged through third party providers and suppliers who are independent from Us as the Administrator.

#### 3. Your Membership

- Your Travel Stokvel membership, in accordance with the membership offer You accepted, is a monthly subscription membership plan. Your membership is effective for a period of one (1) month following the once off activation fee of ZAR500 and the first payment of the monthly requirement fee on which is a minimum of ZAR100.
- To keep your membership active and to qualify for benefits ensure that that your account balance remains above ZAR500.00
- Your membership automatically continues thereafter on a month-to-month basis provided that the monthly minimum requirement is met or unless You notify Us beforehand that You wish to cancel Your membership by following the cancellation instructions described below in this document

• Your membership in the Program is renewed automatically on the 5<sup>th</sup> day of every month and this will include all payments received into our bank account until the 3<sup>rd</sup> day of every month.

#### The payment of Your Travel Stokvel fees, are set out as below:

- Once off activation fee: ZAR 500
- Minimum monthly required contribution: R100

\*Note that all fees are directly allocated to your travel savings wallet, to be accessed when booking a trip/tour

Payments to be made as follows:

Via Electronic transfer or Direct Deposit

#### **Banking Details:**

BANK: FIRST NATIONAL BANK ACCOUNT HOLDER: LETS GET LOST (pty) LTD TYPE ACCOUNT: BUSINESS ACCOUNT ACCOUNT NUMBER: 62805742708 BRANCH CODE: 255355

Travel stokvel account number to be quoted at all times.

You enrolled, in accordance with the payment terms to which You agreed. We and You agree that Your noncancellation or continued use of the Travel stokvel constitutes a re-affirmation that you fully accept our Terms and Conditions of Trade as well as those applicable to the Travel stokvel..

#### 4. Cancellation of membership

You have the right at any time to cancel Your membership at any time,

Cancellation subject to a 30-day waiting period for pay-outs.

Cancellation of membership is subject to a ZAR300 administration fee

Cancellations should be done in writing by e-mailing: <u>accounts@letsgetlost.co.za</u> or by submitting a cancellation form.

#### 5. Electronic Communication

You consent to receive communications from the Travel stokvel as well as our monthly newsletter .Where You have provided Lets Get Lost with Your email address, You also consent to receive communications from the Travel stokvel and its Administrator about Your membership by email. You agree that any requirement that a disclosure, notice, agreement or other communication be sent to You in writing is satisfied by this electronic communication and that such shall be deemed for all purposes to be a "writing" or "in writing" in compliance with all requirements for a writing

#### 6. Disclaimers and Warranties

UNLESS OTHERWISE EXPRESSLY STATED, WE, FOR OURSELVES AND OUR SPONSORS, BUSINESS PARTNERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS AND LICENSORS, MAKE NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH YOUR USE OF THE TRAVEL STOKVEL, ITS BENEFITS AND SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, FOR OURSELVES AND OUR SPONSORS, BUSINESS PARTNERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES FOR AND IN RELATION TO THE TRAVEL SSTOKVEL, ANY BENEFIT OR SERVICE, THE CONTENT OF ANY MEMBERSHIP MATERIALS OR THE PROGRAM WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE.

NO ADVICE OR INFORMATION GIVEN BY US OR ANY OF OUR SPONSORS, BUSINESS PARTNERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS AND LICENSORS SHALL CREATE A WARRANTY. USE OF ANY SERVICE OR PRODUCT ACCESSED THOUGH THE TRAVEL STOKVEL IS AT YOUR OWN RISK AND IS NOT WARRANTED. YOU ACKNOWLEDGE AND AGREE THAT ALL SERVICES, PRODUCTS, MEMBERSHIP MATERIAL CONTENT AND (INCLUDING THIRD PARTY PROVIDED INFORMATION AND CONTENT), ARE PROVIDED ON AN 'AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THESE TERMS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

## 7. Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR SPONSORS, BUSINESS PARTNERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING), ARISING OUT OF, RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE OR ACCESS THE TRAVEL STOKVEL, ITS WEBSITE OR ITS BENEFITS OR SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, UNLESS LIMITED BY APPLICABLE LAW).

YOU ACKNOWLEDGE WE HAVE NO LIABILITY TO YOU (I) AS A SELLER OF ANY PRODUCTS OR SERVICES PROVIDED OR MANUFACTURED BY OTHERS, INCLUDING NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THE SERVICES OF ANY MERCHANT, TRAVEL PROVIDER OR TRANSPORTATION CARRIER, OR OTHER SUPPLIER OF SERVICES AND PRODUCTS; (II) FOR DEFECTIVE OR NONCONFORMING PRODUCTS OR SERVICES; OR (III) FOR DELAYS IN DELIVERY, OR FOR ANY FAILURE BY ANY VENDOR, PRODUCT OR SERVICE PROVIDER OR SUPPLIER TO HONOR THE APPLICABLE DISCOUNT OR OTHER TERMS OF ANY OFFER.

If You do encounter a problem with any service please contact Us, We will always try to assist You in resolving the matter. However, notwithstanding anything to the contrary contained herein you agree to defend, indemnify and hold Us (including Our officers, directors, employees and agents) harmless from and against any and all claims, liabilities, damages, losses and expenses, including settlement amounts. reasonable attorneys' fees and costs, arising out of or connected in any way with Your access to and use of the Travel stokvel including any use or purchase by You of any products or services of any merchant through the Travel stokvel. You hereby release Us (including Our officers, directors, employees and agents), unless and to the extent prohibited by applicable law, from any and all claims or liability arising out of or connected in any way

with Your use or purchase by You of any products or services of any merchant through the Program including any Merchant's failure to honour a discount or otherwise comply with applicable law.

# <u>Please read carefully. This is an important and term and condition of this Travel stokvel</u> <u>Agreement.</u>

WE AND YOU AGREE THAT ANY DISPUTE, DEMAND, CLAIM OR CONTROVERSY (WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF YOUR ENROLLMENT IN THE TRAVEL STOKVEL AND THIS AGREEMENT) ARISING OUT OF OR RELATING IN ANY WAY TO YOUR MEMBERSHIP IN THE STOKVEL, MANNER OF ENROLLMENT OR YOUR USE OF THE TRAVEL STOKVEL SERVICES, INCLUDING BUT NOT LIMITED TO THE MARKETING/ADVERTISING OF THE TRAVEL STOKVEL, YOUR ACCEPTANCE OF MEMBERSHIP AND MEMBERSHIP ADMINISTRATION INCLUDING MEMBERSHIP FEE BILLING AND THE PROVISION OF MEMBERSHIP SERVICES, IF NOT RESOLVED INFORMALLY BETWEEN YOU AND US, WILL BE RESOLVED ONLY BY BINDING AND CONFIDENTIAL ARBITRATION INSTEAD OF IN A COURT OF GENERAL JURISDICTION.

For all disputes, You must first give Us an opportunity to resolve Your claim by sending a written description of Your claim to Us at <u>accounts@letsgetlost.co.za</u>. We agree to negotiate with each other in good faith about Your claim. If We do not resolve the claim within 30days after We receive Your claim description, You may pursue Your claim in arbitration

### 8. Use of Membership:

Your Travel Stokvel membership is non-transferable and is limited to You. Your membership in the Travel stokvel may not be used by You for commercial purposes. The Travel Stokvel reserves the right to cancel Your membership at any time for fraud, abuse of member privileges or any other reason which in the reasonable discretion of the Administrator justifies such course of action. Please notify the Travel stokvel promptly should there be any unauthorized use of Your membership card or number. We reserve the right to revise these Terms from time to time so You should periodically return and review these Terms for any change

YOU HAVE BY YOUR MEMBERSHIP IN THE TRAVEL STOKVEL AS WELL AS BY ACCESSING OR USING ANY BENEFITS OR SERVICES OF THE PROGRAM AGREED TO AND ACCEPTED ITS TERMS AS SET FORTH HEREIN

#### PRIVACY

## 9. Privacy/Information Collection and Use

For a better experience while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to your name, phone number, and postal address. The information that we collect will be used to contact or identify you

#### **Service Providers**

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analysing how our Service is used.

The only details to be disclosed, will be contact details, where booking are made on your behalf of passport numbers to manage check ins and/or border requirements.

We want to inform our Service users that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

#### **S**ecurity

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Lest Get lost will not disclose IDENTITY NUMBERS, BANKING DETAILS, ADRESSES or next of kin information to any third party