

Loyalty Expert Rewards – Intermediary Policy

INTERMEDIARY POLICY

Last updated: 31 December 2025

This Intermediary Policy applies to all users of **LoyaltyExpert Rewards**, including its website(s), mobile applications, SMS/USSD services, APIs, integrations, and any associated digital platforms (collectively, the “Platform”). By accessing or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by this Policy.

References to “**we**”, “**us**”, “**our**”, or “**the Company**” refer to **LoyaltyExpert Rewards**, operated by **ROOCORP Holdings**. References to “**you**” or “**user**” refer to any person accessing or using the Platform.

1. Purpose of This Policy

LoyaltyExpert Rewards operates as a **digital intermediary and technology platform** facilitating loyalty programmes, rewards, communications, and integrations between merchants, partners, and end-users. This Policy outlines our obligations and user responsibilities in accordance with applicable:

- South African laws, including the **Electronic Communications and Transactions Act (ECTA)**, **Protection of Personal Information Act (POPIA)**, and **Cybercrimes Act**
 - Applicable African data protection and electronic communications laws
 - International best practices relating to intermediary liability and content moderation
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2. Role of LoyaltyExpert Rewards as an Intermediary

LoyaltyExpert Rewards:

- Acts as a **neutral technology intermediary**
- Does not create, initiate, select, or modify user-generated content
- Does not endorse content posted, transmitted, or shared by users or third parties

Users remain **solely responsible** for all content, data, communications, and materials they upload, transmit, publish, or share through the Platform.

3. Prohibited Content & Activities

Users may **not host, upload, publish, transmit, share, or distribute** any content that:

1. Belongs to another person without lawful authority
2. Is unlawful, harmful, threatening, abusive, defamatory, obscene, pornographic (including child sexual exploitation material), hateful, discriminatory, or invasive of privacy
3. Harms or exploits minors in any way
4. Infringes intellectual property rights (copyright, trademarks, patents, trade secrets)
5. Violates any applicable law, regulation, or court order
6. Misleads, deceives, impersonates, or falsely represents identity or origin
7. Promotes or facilitates fraud, money laundering, terrorism financing, gambling, or other criminal activity
8. Contains malware, spyware, ransomware, viruses, or harmful code
9. Threatens public safety, national security, public order, or the rights of others

4. Content Moderation & Takedown Process

Where LoyaltyExpert Rewards:

- Becomes aware of unlawful or prohibited content through user reports, affected parties, or lawful authority
- Receives a valid written notice identifying such content

We will, within a **reasonable time**, take appropriate action which may include:

- Restricting access to the content
- Removing or disabling the content
- Suspending or terminating the user account

We may retain related records and logs for a **minimum of 90 days**, or longer if required by law, for investigation and compliance purposes.

5. User Accountability

You acknowledge and agree that:

- You are solely liable for content you submit or transmit
 - LoyaltyExpert Rewards shall not be held liable for user-generated content
 - Failure to comply with this Policy, the Terms of Service, or Privacy Policy may result in suspension or termination of access
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6. Cooperation with Authorities

LoyaltyExpert Rewards will provide lawful assistance, data, or information to **competent government authorities**, regulators, or law enforcement agencies where required by:

- A valid court order
- Applicable legislation
- Lawful written request specifying purpose and legal authority

Such assistance may be provided for identity verification, fraud prevention, cybercrime investigation, regulatory compliance, or public safety.

7. Security Practices

We implement **reasonable technical and organisational security measures** to protect our systems and information, including:

- Access controls and authentication
- Encryption where appropriate
- Monitoring and incident response procedures

While reasonable safeguards are in place, no system is entirely secure. Users acknowledge and accept the inherent risks of digital platforms.

8. Cybersecurity Incidents

LoyaltyExpert Rewards may:

- Monitor systems for cybersecurity threats
- Respond to incidents in accordance with applicable law
- Notify relevant authorities or affected parties where legally required

9. No Circumvention of Law

LoyaltyExpert Rewards does not knowingly deploy or facilitate technology designed to circumvent applicable laws or regulations. Technical measures are implemented solely to:

- Secure systems
- Improve performance
- Ensure compliance

10. Grievance Redressal

We have appointed a **Grievance Officer** to address complaints relating to unlawful content, misuse of the Platform, or intermediary obligations.

Contact Email: support@loyaltyexpert.co.za

Process:

1. Submit a written complaint outlining relevant facts
2. We may request additional information or evidence
3. Review and investigation
4. Resolution within a reasonable timeframe, typically within **30 days**

11. Governing Law

This Policy is governed by the laws of the **Republic of South Africa**, subject to applicable regional and international obligations.

12. Severability

If any provision of this Policy is held to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

13. Acceptance

By accessing or using the Platform, you confirm that you have read, understood, and agreed to this Intermediary Policy. If you do not agree, you must discontinue use of the Platform immediately.