

Loyalty Expert Rewards – Terms Of Service

TERMS OF SERVICE

LoyaltyExpert Rewards

Last updated: 10 December 2025

These Terms of Service ("Terms") govern access to and use of **LoyaltyExpert Rewards**, operated by **ROOCoRP Holdings** ("Company", "we", "us", "our"). This is a legally binding electronic agreement.

By accessing, registering, or using any part of the LoyaltyExpert Rewards platform, including websites, mobile applications, APIs, SMS/USSD short codes, and integrated systems (collectively, the **“Platform”**), you agree to be bound by these Terms.

1. LEGAL FRAMEWORK & APPLICABLE LAW

These Terms are drafted in accordance with:

- **South Africa:**
 - Electronic Communications and Transactions Act, 25 of 2002 (ECTA)
 - Consumer Protection Act, 68 of 2008 (CPA), where applicable
 - Protection of Personal Information Act, 4 of 2013 (POPIA)
 - Financial Intelligence Centre Act (FICA), where applicable
- **Africa (where applicable):**
 - African Union Convention on Cyber Security and Personal Data Protection (Malabo Convention)
 - Applicable national electronic commerce and data protection laws

Where local legislation affords greater protection, such legislation shall prevail.

2. DEFINITIONS

- **“User”** refers to any individual, merchant, business, partner, affiliate, or administrator accessing the Platform.
- **“Merchant”** refers to a business registered to issue or redeem loyalty rewards.
- **“Loyalty Program”** refers to any rewards, points, promotions, or incentives managed via the Platform.

3. ELIGIBILITY

You may use the Platform only if:

- You are **18 years or older**;
- You have the legal capacity to enter into binding contracts;
- Where acting on behalf of a business, you are duly authorised.

The Company reserves the right to verify eligibility and suspend access if eligibility requirements are not met.

4. REGISTRATION & ACCOUNT SECURITY

You agree to:

- Provide accurate, current, and complete information;
- Maintain the confidentiality of login credentials;
- Accept responsibility for all activities under your account.

The Company shall not be liable for losses resulting from unauthorised access caused by your failure to secure credentials.

5. ELECTRONIC COMMUNICATIONS

By using the Platform, you consent to receive communications electronically, including via email, SMS, push notifications, or in-app messages. Such communications constitute legal notice.

6. LICENSE & PERMITTED USE

The Company grants you a **limited, non-exclusive, non-transferable, revocable license** to use the Platform solely for its intended purpose.

You may not:

- Copy, resell, sublicense, or exploit the Platform;
- Reverse engineer or tamper with the system;
- Use the Platform for unlawful or fraudulent purposes.

7. LOYALTY POINTS & REWARDS

- Loyalty points have **no cash value** unless expressly stated;
- Points may expire or be forfeited according to program rules;
- The Company may modify or terminate any Loyalty Program with reasonable notice.

8. PAYMENTS & FEES

- Fees are displayed on the Platform or agreed contractually;
- Payments are processed via third-party payment providers;
- The Company is not responsible for payment gateway errors or delays.

All prices exclude taxes unless stated otherwise.

9. KYC, KBC & AML COMPLIANCE

Where applicable, Users agree to:

- Provide identity and verification documentation;
- Comply with anti-money laundering and counter-terrorism laws;
- Allow monitoring to prevent fraud and abuse.

Failure to comply may result in suspension or termination.

10. PLATFORM AVAILABILITY

The Platform is provided on an **“as-is”** and **“as-available”** basis. Downtime may occur due to maintenance, updates, or factors beyond our control.

11. USER CONDUCT

Users shall not:

- Upload unlawful, harmful, or misleading content;
- Impersonate others;
- Interfere with system security or integrity;

- Abuse loyalty mechanisms or commit fraud.

Violation may result in immediate termination.

12. INTELLECTUAL PROPERTY

All intellectual property, including software, trademarks, databases, designs, and content (excluding user-generated content), remains the exclusive property of the Company or its licensors.

13. DATA PROTECTION & PRIVACY

All personal information is processed in accordance with the **LoyaltyExpert Rewards Privacy Policy**, which forms part of these Terms.

14. THIRD-PARTY SERVICES

The Platform may integrate third-party services. The Company is not responsible for third-party terms, systems, or privacy practices.

15. TERMINATION

The Company may suspend or terminate access:

- For breach of these Terms;
- For legal or regulatory reasons;
- To protect system integrity.

Upon termination, all licenses cease immediately.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- The Company shall not be liable for indirect or consequential damages;
- Total liability shall not exceed fees paid in the preceding month, if any.

Nothing limits liability where prohibited by law.

17. INDEMNITY

You indemnify and hold harmless the Company from claims arising from:

- Your misuse of the Platform;
 - Violation of laws or third-party rights.
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18. GOVERNING LAW & JURISDICTION

These Terms are governed by the laws of the **Republic of South Africa**.

Disputes shall be resolved by **arbitration in South Africa**, unless otherwise required by law.

19. FORCE MAJEURE

The Company is not liable for failure caused by events beyond reasonable control.

20. AMENDMENTS

The Company may update these Terms periodically. Continued use constitutes acceptance.

21. GRIEVANCE & CONTACT DETAILS

Information Officer / Support

Email: **support@loyaltyexpert.co.za**

By using LoyaltyExpert Rewards, you confirm that you have read, understood, and agree to these Terms of Service.