

Terms and Conditions

MyActive.co.za, all website content, sub-domains and related or linked information is property of Entelect Software (Pty) Ltd. MyActive provides online event registration and booking agent payment facilities through our MyActive Events and MyActive Quick Events solutions. We also provide links to registered events, our clients and value-add solution partners. Below are our terms and conditions for the use of the MyActive and related services. We reserve the right to modify or update these terms and conditions and the latest copy of these terms can always be found online at www.myactive.co.za.

Our Services

MyActive provides online event registration, booking and management solutions through the MyActive Events and MyActive Quick Events platforms. Online EFT and credit card payment facilities are included as part of the MyActive solution. Value-Add services are included with the MyActive offering. These value-add services may vary from time to time.

Additional services for MyActive clients include:

- Company listing on the MyActive partner directory
- Promotion opportunities on the website and through the MyActive Update email
- MyActive event calendar and micro site listing for events
- A content managed website per event.

Customer information security and privacy policy

MyActive takes every reasonable step to protect the data and the transit information for event organisers and their entrants, but we cannot warrant or guarantee the security of any of the information you provide to us. We do not use your information for any other purpose other than those set out in the MyActive services. We will not sell or distribute your information to any third party.

Any login details created or provided on the site are the responsibility of the event organiser and MyActive cannot be held liable for any losses incurred as a result of these login details being used by anyone other than yourself. You may not distribute your login details, or use anyone else's login details for any of the MyActive services.

Account and Registration Details

You agree that the information you provide to MyActive upon registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g. in the event of a loss, theft or unauthorized disclosure or use of your email address, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify MyActive.

Credit card acquiring and security

All credit card transactions are handled by iVeri or MyGate on behalf of MyActive.co.za. We use two merchant facilities for failover management, resulting in more guaranteed uptime. iVeri and MyGate use the highest level of encryption for all card processing and are PCI and DSS compliant. You can review their certificate and security policies at www.iveri.co.za or www.mygate.co.za.

MyActive does not store credit card information and does not associate credit card details with entrant's personal details. All credit card details are stored on the iVeri or MyGate secure systems.

Payment Conditions / Commissions

MyActive charges a fixed percentage of each entrance fee charged for your event. This percentage per transaction is charged at 5% or otherwise negotiated based on event transaction volumes. MyActive reserves the right adjust this percentage on an individual basis or to adjust the rate across the board. Any adjustments to the standard charges will be updated in the terms and conditions on the website.

For payments received through the event registration process, MyActive acts as a booking agent collections and clearing facility. All funds are collected through a central payment facility and paid out to event organisers on a monthly basis. All receipts are net-effected (receipts minus related expenses) prior to being paid out to the event organiser. The following additional conditions apply to receipts and payments:

- The transaction currency is South African Rand (ZAR)
- The quoted percentage fees exclude VAT. VAT will be applied to all expenses prior to final calculations and payment of the net-effected receipts
- No interest is due on collected funds
- Event organisers are responsible for their own VAT. MyActive simply transfers the billed amount, less percentage fees to the event organiser and takes no responsibility of the VAT liability of the event organiser
- For EFT payments, any in-branch cash deposit fees are for the event organiser's expense and will be calculated against the receipts for that month
- Irreconcilable EFT payments made by entrants (as a result of incorrect reference numbers or amounts) will be held by MyActive in a suspense account until resolved by MyActive. Entrants will liaise directly with MyActive on account queries
- Refund requests will only be considered on request from the event organiser and will carry a 2% handling fee (See Refund Policy below)
- Any credit card charge-backs or disputes which result in those receipts being reversed from the MyActive account will be expensed against the event organiser's account (See Dispute Resolution and Charge-Back Policy below).
- We will endeavour to make payments to the event organiser by the 8th of each month, but we make no representations or warranties regarding the amount of time needed to complete processing because our services are largely dependent upon many factors beyond our control, such as, without being limited to, delays in the banking system or in card networks.
- For first time event clients, MyActive will conduct an audit to assess the risk of potential participant refunds and/or charge-backs. If there are undue event risks, MyActive reserves the right to only pay monies after the month after the event is completed.

Dispute Resolution and Charge-back Policy

MyActive agrees to work actively with the other parties to your transactions to resolve any disputes. We do not act as the agent of either party to any dispute between entrants and event organisers and only assist the bank in clearing up the dispute. If any charge-back claim occurs (as the result of a dispute or for any reason whatsoever), MyActive will provide the bank with all the necessary documentation for the resolution of the claim. As an event organiser, you (a) acknowledge that we do not control the outcome of the charge-back decision reached by the event entrant's issuing bank in a card transaction; (b) you agree to accept the decision of the issuing bank as final and legally binding; and (c) recognise that you may not receive payment if the issuing bank rules against you in relation to the payment received. To report a potential fraudulent transaction, error or dispute, please contact us.

The event organiser indemnifies MyActive against any loss or consequential loss suffered or incurred by MyActive arising out of or in connection with a charge-back or refund claim made against MyActive or the MyActive account, for any reason whatsoever, and where the payment for entrance fees has already been made

to the relevant event organiser by MyActive. The event organiser herewith undertakes that it will reimburse MyActive for any financial loss suffered as a result of payment made to the event organiser for entrance fees. MyActive will be entitled to set-off the amount of any such liability from any payment due to the relevant event organiser in future.

Refund Policy

As a booking agent, MyActive will handle refund requests for both credit card and EFT payments, but reserves the right to refuse a refund if unwarranted or if the refund requests become excessive for a particular event. MyActive will charge an additional handling fee of 2% to any refund request. Refunds for credit card payments are processed on a request by request basis. EFT refunds are only processed on a weekly basis. When requesting a refund, only the full amount can be refunded. No partial refunds are possible.

Should a refund request fall outside of the month in which the original payment was received, MyActive reserves the right to refuse the refund request and insist that the refund be processed by the event organiser from their account.

General Provisions

MyActive will communicate with your entrants to confirm receipt of payment and as a result of this MyActive will require the use of event entrant data. This event entrant data will not be made available to or sold to any third party, and will be used for its intended purpose only, including automatic subscription to the MyActive Update.

MyActive reserves the right to insert appropriate branding and/or URL's at the bottom of Client's websites and outgoing email communication to re-enforce the MyActive and Client partnership to event entrants, thus reducing credit card charge-backs and ensuring an enhanced Client and Customer experience.

MyActive reserves the right to update or modify these terms and conditions at any time.

Both parties agree to act professionally, ethically and in a transparent manner on all matters related to the use of the MyActive services.

MyActive has created, acquired or otherwise obtained rights in Entelect's software technology and notwithstanding anything contained in these terms and conditions.

MyActive cannot be held liable for incorrectly asserted event data on the website. The onus is on the event organizer to accurately communicate event information to the public and entrants.

The liability of MyActive resulting from the performance or non-performance of its obligations under these terms and conditions and for all other matters relating to or arising in connection with these terms and conditions, will be subject to the limitation and exclusion, that in no event shall the measure of damages include, nor will MyActive be liable for, any amounts for loss of income, loss of profit or savings, increased expenditure, or indirect, incidental or consequential damages.

The terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa and the parties submit to the exclusive jurisdiction of the courts of the Republic of South Africa.

These terms and conditions constitute the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of these terms and conditions, and the Parties will not be entitled to rely, in any dispute regarding these terms and conditions, on any terms, conditions or representations not expressly contained in these terms and conditions.

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of these terms and conditions, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice

the grantor, or preclude the grantor from exercising any of the rights that it has derived from these terms and conditions, or be construed as a waiver by the grantor of that right.

No waiver on the part of either party to these terms and conditions of any rights arising from a breach of any provision of these terms and conditions will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

In the event that any of the terms of these terms and conditions are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Each of the Parties shall bear its own cost incurred as a result of the negotiation, drafting and finalisation of these terms and conditions, which shall include but not be limited to all legal fees.

The Parties choose as their domicilium citandi et executandi their respective addresses set out below, or asserted on the MyActive website, of which the party concerned may notify the other in writing.

Domicilium and Notices

The Site is governed by the laws of the Republic of South Africa and MyActive chooses as its dwelling ("domicilium"), for all purposes, whether in respect of court process, notice, or other documents or communication of whatsoever nature: Entelect Software (Pty) Ltd, 2nd floor, 3 Melrose Boulevard, Melrose Arch, Johannesburg.