**SWIFT! WALLET TERMS AND CONDITIONS**

**Effective as of 1 April 2025**

These terms and conditions (the "Terms") govern your use of the Swift! Wallet feature in the Swift! app. These Terms are applicable whenever you use the Swift! Wallet feature in the Swift! app. In these Terms, "us" or "we" or "Swift!" refers to Newgate Holdings SA (Pty) Ltd, a private company registered in South Africa whose place of business is at 15 Alice Lane, Sandhurst, Sandton 2196, South Africa.

**1. FUNCTIONALITIES AND AVAILABILITY**

1.1. Swift! Wallet is a feature in the Swift! app which has the following functionalities:

1.1.1. Swift! Wallet displays the amounts you owe as a result of your use of the Swift! app or your purchase or use of the goods and services available on the Swift! app, including in case:

(a) we have been unable to charge you for any goods or services you purchased using the Swift! app (because of a failed card payment, for example, including in case the amount payable for the goods or services you purchased was not known at the time of making the purchase and the amounts available on your payment card turn out to be insufficient); or

(b) you have incurred any penalties or additional fees as a result of your use of the goods or services you purchased using the Swift! app (because you have damaged any of Swift!'s rental vehicles, for example);

(c) you have incurred any other payables in connection with your use of the Swift! app;

1.1.2. Swift! Wallet displays amounts which you can use for purchases of goods and services available on the Swift! app in accordance with Section 4 – where such amounts may be available to you because:

(a) you have withdrawn from the purchase of any of the goods or services purchased using the Swift! app and the amounts you paid have been returned to you by way of making these amounts available to you on Swift! Wallet;

(b) you have had a negative experience using the Swift! app and these amounts have been made available to you as compensation thereof;

(c) these amounts have been made available to you as part of a promotional campaign or otherwise just because we wanted to;

(d) you have used the Top-Up Function described in Section 2;

1.1.3. Swift! Wallet can be used to pay for the purchase of selected goods and services available on the Swift! app as further described in Section 4.

1.2. Depending on which country you are using Swift! Wallet from:

1.2.1. Swift! Wallet may be available to you with all of the functionalities listed in Section 1.1, including the Top-Up Function;

1.2.2. Swift! Wallet may be available to you with all of the functionalities listed in Section 1.1, except the Top-Up Function;

1.2.3. Swift! Wallet may not be available to you at all.

1.3. Any amounts available on your Swift! Wallet can be used exclusively for purchases of goods and services available on the Swift! app in accordance with Section 4.

1.4. You do not have the right to claim that any funds available on your Swift! Wallet, including the amounts which you have transferred to us using the Top-Up Function described in Section 2, would be returned to you, redeemed in cash or made available to you in any other way than for the purchase of goods and services available on the Swift! app in accordance with Section 4.

1.5. You do not have the right to claim that any funds available on your Swift! Wallet, including the amounts which you have transferred to us using the Top-Up Function described in Section 2, would be transferred to a third party or otherwise made available to any third party in any other way than for the purchase of goods and services available on the Swift! app in accordance with Section 4.

1.6. The amounts available on your Swift! Wallet, including the amounts which you have transferred to us using the Top-Up Function described in Section 2, shall not be deemed as electronic money, deposits or otherwise as funds, which we hold on your behalf.

1.7. In case you have any funds available on your Swift! Wallet in any particular currency, then those funds might not be available on your Swift! Wallet for use in another country, where such currency is not the official currency.

1.8. Swift! Wallet cannot be used with Swift! Daily Rider.

1.9. Note that Swift! Wallet is operated by Newgate Holdings SA (Pty) Ltd, but not all of the goods and services available on the Swift! app are operated by Newgate Holdings SA (Pty) Ltd. Newgate Holdings SA (Pty) Ltd shall not be liable for any goods and services available on the Swift! app by virtue of these Terms.

**2. TOP-UP FUNCTION**

2.1. The "Top-Up Function" allows you to make a transfer of funds to us using any of the payment methods available on the Swift! app, where such funds are allocated:

2.1.1. firstly, to settle any debt you may have for any goods or services purchased using the Swift! app (as described in Section 1.1.1); and

2.1.2. secondly, to make amounts available to you for future purchases of goods and services available on the Swift! app (as described in Section 4).

2.2. You can use the Top-Up Function with any of the payment methods, which are available for the Top-Up Function in the Swift! app.

2.3. The payment methods, which are available for the Top-Up Function in the Swift! app may include all of the payment methods, which are usually available for purchases using the Swift! app or only some.

2.4. We reserve the right to add or remove payment methods, which are available for the Top-Up Function in the Swift! app at any time for any reason.

2.5. We may impose limits to the Top-Up Function, including limits in the form of:

2.5.1. a limit to the maximum amount which can be transferred to us using the Top-Up Function in one single transaction;

2.5.2. a limit to the maximum amount which can be transferred to us using the Top-Up Function during a particular period of time (for example, 12 months);

2.5.3. a limit to the maximum amount which can be accrued on Swift! Wallet at any given time.

2.6. Whenever you are using the Top-Up Function, you are making a prepayment for future purchases of goods and services available on the Swift! app.

2.7. Amounts transferred to us using the Top-Up Function are not subject to any withdrawal rights, including any consumer withdrawal rights, such as those which may be applicable to online purchases of goods and services. The purchases you make using the amounts available on your Swift! Wallet may be subject to withdrawal rights in accordance with the terms and conditions applicable to the sale of the relevant goods and services.

**3. AUTOMATIC TOP-UP FUNCTION**

3.1. The Swift! app may provide you the option to set up the Top-Up Function such that transfers of funds for the Top-Up Function are made automatically (the "Auto Top-Up Function"), including:

3.1.1. after certain periods of time (for example, once a month); or

3.1.2. each time the amounts available on your Swift! Wallet fall under a certain minimum threshold.

3.2. Upon using the Auto Top-Up Function, you shall be responsible for making sure that:

3.2.1. the payment instrument you have chosen for the Auto Top-Up Function can be used for the Auto Top-Up Function (for example, the relevant payment card is not expired);

3.2.2. you cancel the Auto Top-Up Function in due time so as to avoid you transferring us more funds than you had intended (see Section 1.3).

**4. USING SWIFT! WALLET AS A PAYMENT METHOD**

4.1. Provided that you have amounts available on your Swift! Wallet, you can use Swift! Wallet to pay for selected goods and services available on the Swift! app.

4.2. The goods and services, which can be used to pay for with Swift! Wallet may include all of the goods and services available on the Swift! app or only some.

4.3. We reserve the right to add or remove goods and services that can be purchased with Swift! Wallet at any time for any reason.

4.4. We may impose limits to using Swift! Wallet, including limits in the form of:

4.4.1. the maximum amount which can be spent using Swift! Wallet in one single transaction;

4.4.2. the maximum amount which can be spent using Swift! Wallet during a certain period of time (for example, during one day or one month).

4.5. Whenever you are using Swift! Wallet as a payment method, you are spending amounts which we have made available for you on the Swift! app or amounts which you have prepaid for future purchases of goods and services available on the Swift! app by using the Top-Up Function. As such, the purchases you make using Swift! Wallet shall not be deemed as transfers of electronic money or any other transfers of funds which we would make on your behalf.

**5. DEBITS FROM SWIFT! WALLET**

5.1. In case you have amounts available on your Swift! Wallet, then we may debit your Swift! Wallet for any amounts which you owe as a result of your use of the Swift! app or your purchase or use of the goods and services available on the Swift! app, including in cases set out in Section 1.1.1 and even in case you have not selected Swift! Wallet as your default payment method.

5.2. In case you do not have sufficient amounts available on your Swift! Wallet to settle the entire amount you owe as a result of your use of the Swift! app or your purchase or use of the goods and services available on the Swift! app, then such amounts may be debited from both your Swift! Wallet (in the amount available) and any of your payment instruments added as payment methods in your Swift! app (in the remaining amount).

**6. KYC, AML, CTF, FRAUD**

6.1. In case we are or should become subject to statutory obligations related to anti-money laundering, combating the financing of terrorism or the application of international sanctions, then, upon our request, you shall be obliged to present us any information and documents, which we may need in order to perform such obligations and in order to remove any suspicions which we may have with respect to your Swift! Wallet being used for money laundering, terrorist financing or breach of international sanctions.

6.2. In case we have reason to believe that your Swift! Wallet may be used for fraud or for conducting any illegal activity or that an unauthorised third party may be using your Swift! Wallet, then you shall be obliged to present us any information and documents, which we may need in order to remove any such suspicions.

6.3. We shall have the right to suspend the use of your Swift! Wallet and the right to reject any purchases proposed to be made using your Swift! Wallet in each of the following cases:

6.3.1. we suspect that your Swift! Wallet may be used for money laundering, terrorist financing, breach of international sanctions, fraud or any illegal activities;

6.3.2. we suspect that an unauthorised third person may be using your Swift! Wallet;

6.3.3. we suspect that you have provided us incorrect or insufficient information or documents, which we have asked under this Section 6;

6.3.4. we are obliged to do so under applicable laws or by order of any public authority;

6.3.5. any of our payment service providers, any payment scheme operator or any of our cooperation partners demands that we cease the provision of Swift! Wallet (either entirely, in any particular region, in any particular capacity, to any particular person or group of persons or otherwise) or notifies us that the provision of Swift! Wallet is in breach of any agreements or rules to which we are bound.

**7. COMMUNICATION**

The applicable version of these Terms shall be available on our website in the English language at any time. We may facilitate these Terms also in other languages, but we do not undertake any obligation to do so. Communication in connection with these Terms and the services provided under these Terms shall be held in the English language, unless we facilitate communication in any other language. If you have any questions, requests or complaints in connection with these Terms or the services provided under these Terms, then you may reach out to us through any channel available for that purpose in the Swift! app. We may reach out to you in connection with these Terms or the services provided under these Terms via the Swift! app or via any contact details you have provided us.

**8. TERM**

If Swift! Wallet is available in your country, then Swift! Wallet is an integral part of the Swift! app in your country. As such, these Terms are applicable to you as of the moment you start using the Swift! app and remain valid until the termination of your use of Swift! Wallet or the Swift! app.

**9. TERMINATION**

We may unilaterally terminate your use of Swift! Wallet by notifying you at least 1 month in advance either by e-mail, an in-app notification or otherwise. In such case you shall have the right to demand that any remaining amounts which you have transferred to your Swift! Wallet using the Top-Up Function be returned to you. You do not have the right to withdraw from these Terms or from the use of Swift! Wallet.

**10. AMENDMENTS**

We may unilaterally amend these Terms at any time. Unless the amendments have no effect on your rights and obligations under these Terms, you will be notified about amendments to these Terms by e-mail, by in-app notification or otherwise.

**11. GOVERNING LAW**

These Terms are governed by and construed and enforced in accordance with the laws of the Republic of South Africa.

**12. SETTLEMENT OF DISPUTES**

If a dispute resulting from these Terms cannot be settled by negotiations, then the dispute will be resolved by the High Court of South Africa, Gauteng Division, Johannesburg as the court of first instance.

**13. CONSUMER PROTECTION PROVISIONS**

In accordance with the laws applicable in the country where you have your habitual residence, mandatory consumer protection provisions may override relevant provisions of South African laws, disputes may be resolved in other courts than the High Court of South Africa, and you may seek recourse from a consumer protection authority. You do not have the right to withdraw from these Terms or from the use of Swift! Wallet.

**14. FINAL PROVISIONS**

If any provision of these Terms is held to be void or unenforceable, then we shall have the right to unilaterally amend these Terms by replacing the provision which is held to be void or unenforceable with a provision which is valid and enforceable so that, to the extent possible, the effect of the amended provision would be the same as the effect of the initial provision. We may transfer our rights and obligations under these Terms to any third party without your consent.