



Driver Terms & Conditions (‘Driver T&Cs’)

entered into between
Waxed Mobile Payments (Pty) Ltd, (“Waxd”)
 a legal entity with company registration number 2015/440125/07

and

You, the Taxi Driver, (“Driver”)
 whose details were provided to Waxd during your Onboarding Process

1.1 DEFINITIONS AND GUIDELINES

1.2 The following terms have the following meanings, namely –

- 1.2.1
- 1.2.2 **App** means the 'Waxed Mobile Payments' multi-device software application designed to run the Cashless Payment Solution and to receive the Services.
- 1.2.3 **Card** means any of the cards supported by the Associations from time to time for the purposes of processing Transactions;
- 1.2.4 **Cashless Payment System** or **Platform** means the cashless payment system developed and owned by Waxd, and certified by the South African National Department of Transport, which system, once implemented, will enable, inter alia, Commuters to pay for their taxi fares and other Services on a cashless basis.
- 1.2.5 **Chargeback** means any Transaction that:
- 1.2.5.1 is disputed by the Commuter in question;
- 1.2.5.2 is reversed for any reason by an Visa / Mastercard , any of the Third Party Service Providers, or the acquiring bank;
- 1.2.5.3 is, in the reasonable opinion of Waxd or Taxi Payments, suspicious activity and/or
- 1.2.5.4 if processed, would amount to a breach of the terms of these Ts & Cs or any Visa / Mastercard Rules.
- 1.2.6 **Commuter** means the person paying a fare to the Driver for the taxi transportation service. Also includes the person paying a fare on behalf of a passenger.
- 1.2.7 **Device** means the Waxd cashless solution device, and includes all devices, which will be provided by Waxd to the Taxi Association Members to run the Cashless Payment System and related Services.
- 1.2.8 **Driver** means ‘you’ the driver of the taxi that is facilitating the transportation for Commuters and has an installed and active Device in their taxi.
- 1.2.9 **Driver Account** means an account set up on the Waxd App for the purpose of your
- 1.2.10 **Driver Onboarding Process** means the process described in clause 4 of these Ts & Cs.
- 1.2.11 **Driver Ts & Cs** or **Ts & Cs** means these terms and conditions, including all Schedules attached hereto, as amended from time to time as agreed between you and Waxd.
- 1.2.12 **FICA Documentation** means all documentation requested by Waxd from you in order to enable Waxd to comply with its contractual obligations to the Acquiring Bank and to enable the Acquiring Bank to comply with its obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001;
- 1.2.13 **Member** means the Taxi Owners who are the members of the Taxi Association, from time to time.
- 1.2.14 **Personal Information Policy** means Waxd’s standard Personal Information Policy , which is accessible on the Website and Waxd App which you agree to in the Driver Onboarding Process.
- 1.2.15 **Services** means the services to be rendered by Waxd and BOTRANSA Payments, as suppliers, to the Members, Drivers and Commuters, in return for the payment by the Members of the Fee, and any other Fees that may be determined from time to time, provided the Members have accepted the Member Ts&Cs;
- 1.2.16 **Third Party Features** means any additional services provided by independent third parties, as approved by Waxd, and which additional services do not form part of the Services;
- 1.2.17 **Third Party Service Provider** means any third party service provider that Waxd has contracted with in order to provide the Services;
- 1.2.18 **Transaction** means any payment made by a Commuter, which payment transaction is effected by a Card, processed by a Device and cleared and settled / paid out by the acquiring bank;
- 1.2.19 **VISA / Mastercard** means the companies that handle the transactions on a credit and debit card.
- 1.2.20 **Waxd** means Waxd Mobile Proprietary Limited, registration number 2015/440125/07, a private company incorporated in accordance with the laws of South Africa.

- 1.2.21 **Waxd Operating Rules** means the operating rules relating to your use of the Services determined by Waxd from time to time, which are accessible on the Website and the App which includes, but is not limited to, the Personal Information Policies, available on the Website and App.
- 1.2.22 **Website** means the website operated by Waxd, located at any domain or subdomain of Waxd.co.za or Waxd.com, as updated from time to time;

2 INTRODUCTION

- 2.1 These Ts & Cs creates a legal relationship between you (the Driver) and Waxd for the handling of the Device.
- 2.2 Waxd is not a transporter.
- 2.3 Waxd or its subsidiaries are not a bank and does not conduct the business of a bank, nor the provision of any financial services, in any form whatsoever.
- 2.4 Waxd is a cashless payment service provider, which means that it facilitates the processing of Transactions.
- 2.5 In its role as a payment service provider, Waxd has entered into agreements with associations such as Visa / Mastercard, the acquiring bank and the Third Party Service Providers.
- 2.6 The Visa / Mastercard require that you, Waxd and the acquiring bank comply with their association rules available on Website, which are amended from time to time. Further, Waxd will publish and update the Waxd Operating Rules on the Website and the App. By entering into these Ts & Cs, you are agreeing to be bound, at all times, to the Waxd Operating Rules and the association rules and all related Waxd policies and terms and conditions that may apply to you.
- 2.7 In terms of your relationship with Waxd, you agree that –
- 2.7.1 you are not in partnership with Waxd;
- 2.7.2 you are not an employee, sub-contractor or agent of Waxd and nothing in these Ts & Cs or otherwise will be construed as an employment or contractor relationship; and
- 2.7.3 you have no right or ability to bind Waxd or incur any obligations on Waxd's behalf.

3 ACCEPTANCE, DURATION AND TERMINATION

- 3.1 By clicking on the acceptance button on the App during your online application process, you confirm that you have read and understood the meaning and effect of these Ts & Cs and that you agree to be bound by it from the acceptance date. If you do not understand the meaning or effect of any of the clauses contained in these Ts & Cs, you must request that it be explained to you before accepting and concluding these Ts & Cs, by contacting Waxd at info@waxd.solutions.
- 3.2 Should Agreement with the Member be terminated for whatever reason, the Driver's Account will be terminated.
- 3.3 These Ts & Cs may be terminated by Waxd immediately, in its discretion, if Waxd is empowered or required to do so by the rules or directions of any Association or the Acquiring Bank, or if you have committed a material breach; and in all other circumstances by giving 14 (fourteen) days' notice to you.
- 3.4 The permission to use the Waxd App and Device is immediately terminated should these Ts & Cs be terminated.

4 DRIVER ONBOARDING PROCESS

- 4.1 In order to use the Services, you will need to complete the Driver Onboarding Process, which is as follows –
- 4.1.1 You must download the Waxd App and connect the Device;
- 4.1.2 You accept these Ts & Cs and any other agreement or policies that may apply to you;
- 4.1.3 You complete the training to use the Device;
- 4.1.4 You must provide all FICA Documentation, as requested by Waxd from time to time.
- 4.2 You expressly authorise Waxd to perform credit and regulatory checks on you if required.
- 4.3 You can commence processing Transactions from the date on which you have completed the Onboarding Process.

5 DRIVER OBLIGATIONS

- 5.1 You ensure that you will provide the Services in accordance with these Ts & Cs and the laws and regulations of South Africa. Please note that you assume full responsibility for any violations of local laws and regulations committed while providing the Services.

6 WAXD / TAXI PAYMENTS SERVICES

- 6.1 Waxd is responsible for the initial implementation of the Project and day-to-day management of the follow Core Services:
- 6.1.1 fare transaction processing services (i.e. Platform and App management, fee collection, settlements, call centre support, (defined below); selling of Devices and (iii) upgrades, enhancements and maintenance to the Devices, Platform and App.
- 6.2 BOTRANSA Payments (Pty) Ltd is responsible for the day-to-day operational management and support of the following Core Services:
- 6.2.1 System rank configuration & requirements (i.e. rules as to how payments will work for BOTRANSA Payments), community awareness; advertising; project requirements; owner training; driver training; association training; cash collection points; kiosk support; driver support; reporting; and regulatory and statutory costs.
- 6.2.2 Transactional Services include but are not limited to the collection and settlement of agreed membership association fees with the Taxi Association; payment by Members to their Taxi Drivers; and payment of fuel through the digital wallet.
- 6.2.3 The additional Services are services that you can individually elect through the App to opt in and out of (Additional Services). Additional Services will vary from time to time, and may have terms and conditions relating to such Additional Service, which will be set out in the App.
- 6.2.4 Additional Services could include but are not limited to: Airtime & Lotto Sales, Insurance products, parcel delivery services; and collection and settlement with third parties of finance fees.

7 DEVICES

- 7.1 The Driver agrees that –
- 7.1.1 Device may only be used for their intended purpose, which is processing payments through Waxd.
- 7.1.2 a Device may only be used for the purpose of enabling access to the App; and
- 7.1.3 a Device may not be transferred, loaned, sold or otherwise provided in any manner to any party other than for use by you, subject to the terms of these Ts & Cs.
- 7.2 **If Waxd finds (at its sole discretion) that the Device is being used for any other purpose, Waxd may immediately suspend your access to the Device.**

- 7.3 The Device shall at all times remain the property of Waxd until the device is paid off in full by the Member. The operating software and related Apps are at all times the property of Waxd. If a Device is returned while still in the process of being paid off, and provided it is in good working order, Waxd shall refund a portion of the price paid for the Device less wear and tear (or as otherwise notified, in writing, to the Member) per a Device.
- 7.4 The Driver acknowledged that any damage to Device/s by either the Driver, a Commuter or any other person, which damage is, in the discretion of Waxd, outside of normal wear and tear, will result in a replacement fee being payable for the Device/s.
- 7.5 If a Device is faulty, Waxd will replace the Device at no charge for a period up to one year from date of issue, thereafter will be subject to a replacement fee.

8 SIM & SAM CARD

- 8.1 Your Device includes a SIM and SAM card or cards. These SIM / SAM cards should never be removed.
- 8.2 The SIM / SAM card(s) may be used only for the Device which we assigned to you.
- 8.3 The SIM / SAM card has a lifetime of transaction and usage mobile data which Waxd will keep active, but only when properly used for your Device.
- 8.4 The SIM / SAM card may not be used in any other device whatsoever, or for any purpose other than for its intended purpose in your Device.
- 8.5 If you do not use your Device to process payments for 3 three consecutive months, we may suspend the SIM / SAM card. You may then contact us to reactivate it when you are ready to start transacting again.
- 8.6 We may suspend or terminate your SIM / SAM card connection (without notice or liability), if we suspect any misuse or non-compliance with these Ts & Cs.

9 TRANSACTIONS BY YOU

- 9.1 You agree that –
- 9.1.1 you will not process any Transaction if it does not relate to a genuine transaction for the Services;
- 9.1.2 you will only process Transactions that take place inside South Africa in amounts denominated in South African Rand;
- 9.1.3 you will accept each valid Card that is presented to you by the rightful Commuter in payment for the Services;
- 9.1.4 you will supply the Services at your normal price for those Services;
- 9.1.5 you will not add any extra charges or set any minimum or maximum Transaction amount for any particular Transaction;
- 9.1.6 Should there be any errors or incorrect Transaction you or the Commuter can immediately contact Waxd to arrange a refund if appropriate.
- 9.2 You agree to manage all functions relating to the Transactions on your Account and agree to accept all risk connected and or related to managing these functions for as long as you are the authorised account holder or until such time as the new authorised account holder assumes these obligations.
- 9.3 You agree that we may share the details regarding your Transactions with our employees, agents, and Third Party Service Providers for training, research, analysis and operational business purposes, in accordance with our Personal Information Policy.

10 FRAUDULENT ACTIVITY

- 10.1.1 you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services;
- 10.2 If, at any time, Waxd has cause to suspect that any fraudulent activity is taking place (in relation to anything relevant to these Ts & Cs, the Services, any Transaction or on any other basis), Waxd (or its agent) may –
- 10.2.1 conduct physical inspections and investigations at any other place that Waxd may consider relevant; and/or
- 10.2.2 suspend your access to the Services, on terms determined by Waxd.

11 DISPUTES AND CHARGEBACKS

- 11.1 You agree that in the event of a Chargeback, Waxd may –
- 11.1.1 withhold the full value of the Chargeback amount in a reserve account;
- 11.1.2 adjust the fees;
- 11.1.3 delay the payment of any payouts into the Member's Bank Account;
- 11.1.4 terminate, modify or suspend your access to the Services; and/or
- 11.1.5 debit the amount of any Chargeback and any associated fees, fines, or penalties applicable or imposed by Visa / Mastercard or any Third Party Service Provider from the Member Account (including without limitation any Reserve Account), any payouts due to you.
- 11.2 Waxd may withhold the amount of the potential Chargeback from payouts due to the Member until such time that –
- 11.2.1 a Chargeback is finally assessed in favour of a Commuter, in which case Waxd will retain such funds;
- 11.2.2 the period of time under applicable law or Visa / Mastercard by Waxd which the Commuter may dispute the Transaction has expired; or
- 11.2.3 determines that a Chargeback on the Transaction will not occur.
- 11.3 If Waxd is unable to recover funds related to a Chargeback for which the Member is liable, the Member will pay Waxd the full amount of the Chargeback immediately upon demand. The Member agrees to pay all costs and expenses, including, without limitation, attorneys' fees on an attorney and own-client scale, incurred by Waxd in connection with the collection of all such amounts from the Member. For this purpose, you agree that Waxd shall be entitled to debit the full amount of any Chargeback from the Reserve Account

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 **Intellectual Property** or **IP** means all intellectual property rights of whatever nature (whether registered or unregistered) anywhere in the world belonging or associated with Waxd, which is in any way capable of protection in law, including without limitation, trademarks, domain names, copyright, patents, designs, Confidential Information, and all proprietary rights in and to ownership of any idea, discovery, artwork, design, concept, technique or improvement, industry information, Know How, system, methodology, data model, computer software, computer source code and object code, report, correspondence, documentation, flow chart, data base, table, calculation, spread sheet, schematic plan, photograph, presentation or invention (whether patented or not) and any other rights of a similar nature which exist now or will in the future exist including the right to register the foregoing, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

- 12.2 For the purposes of this clause, "Purpose" means (i) accessing and using the Services with any compatible Device by the Member, Driver or Commuter or any other person, for the purpose of accepting payments from Commuters for Services and (ii) managing the payouts the Member receives from Waxd, in accordance with these Ts & Cs.
- 12.3 Unless expressly permitted in these Ts & Cs, you agree that you will not (nor will you allow or enable any third party to) do, cause or attempt any of the following, namely –
- 12.3.1 copying, modifying, duplicating, creating derivative works from, framing, mirroring, republishing, downloading, displaying, transmitting, or distributing all or any portion of the Services or Waxd Intellectual Property in any form or media or by any means;
 - 12.3.2 reverse compiling, disassembling, reverse engineering or non-literal copying of all or any part of the Waxd Intellectual Property or otherwise reducing any computer programs forming part of the Waxd Intellectual Property to human readable form;
 - 12.3.3 using the Waxd Intellectual Property to create any software, applications, products or systems whose expression is substantially similar to that of the Waxd Intellectual Property or any of the Services;
 - 12.3.4 accessing all or any part of the Services or Waxd Intellectual Property in order to build a product or service which competes with the Services;
 - 12.3.5 (sub-)licensing, selling, renting, leasing, transferring, assigning, distributing, displaying, disclosing, commercially exploiting (except as required to achieve the Purpose), or otherwise making the Services or Waxd Intellectual Property (including the Card, Compatible Devices and applicable hardware) available to any third party, unless agreed otherwise in writing with Waxd and subject to the Waxd Card Policies;
 - 12.3.6 challenging the validity or enforceability of, or Waxd's entitlement to use, any of the Waxd Intellectual Property;
 - 12.3.7 anything which may adversely affect the Waxd Intellectual Property or Waxd's rights in and to the Waxd Intellectual Property; or
 - 12.3.8 anything which brings or is likely to bring the Waxd Intellectual Property, the Services, Waxd or any other licensee of Waxd, into disrepute or which damages or is likely to damage the rights or interests of Waxd.
- 12.4 You agree that the Services are rented and not sold, and for this purpose, you agree that all rights, title and interest, including but not limited to all rights of ownership and copyright in or to the Waxd Intellectual Property shall continue to vest in Waxd and that you will not, under any circumstances whatsoever, acquire any rights (proprietary or otherwise) in or to the Waxd Intellectual Property.
- 12.5 In the event of you becoming aware of any infringement of Intellectual Property by Waxd in the course of rendering the Services or of any unauthorized use of the Waxd Intellectual Property or the Services, you shall inform Waxd thereof, in writing. To the extent necessary and applicable, Waxd shall, at its discretion, stop providing any infringing material and/or may replace the infringing material or may cancel these Ts & Cs and refund you accordingly for the Device.

13 WARRANTIES

- 13.1 You are responsible for the safekeeping and protection of the Device at all times during your possession.
- 13.2 Waxd undertakes that all Devices shall be free from defects in materials and workmanship for a period of twelve 12 months from the date of delivery.
- 13.3 Waxd will replace any Device deemed to be defective by Waxd at no cost to you, as long as the following conditions are met:
- 13.3.1 You report the defect immediately to Waxd and within 12 months of purchase in store or the delivery date.
 - 13.3.2 The defect is not a result of improper handling and misuse by the Driver, Commuter or anyone else.
 - 13.3.3 The defective Device is handed over to Waxd (or its 3rd party representative) at their request or at the time of the replacement Device being delivered.
 - 13.3.4 The Device has not undergone a change in ownership since the purchase date.

14 LIMITATION OF LIABILITY

- 14.1 Waxd, our shareholders, subcontractors, affiliates, subsidiaries, employees or agents are not liable for any loss of damages (including consequential, special damages or loss of profits), loss of life, bodily injury, or damage to or loss of property of whatsoever nature and howsoever caused.
- 14.2 Waxd is not responsible for you or the Taxi transportation including the transportation of minors and luggage. This is between the Member, you and the Commuter.
- 14.3 While Waxd takes reasonable steps to ensure the reliability and availability of the Waxd App, the following limitations and exclusions apply:
- 14.3.1 **Technical Issues and Downtime:** We shall not be liable for any direct, indirect, or consequential loss, damage, or inconvenience arising from any malfunction, downtime, or interruption of the Waxd system, regardless of the cause. This includes, but is not limited to, software errors, system failures, hardware malfunctions, or loss of network connectivity.
 - 14.3.2 **Unauthorized Transactions:** You are responsible for safeguarding your payment methods and credentials and ensuring the correct information is provided at the time of the transaction. Waxd shall not be responsible for any unauthorized, fraudulent, or incorrect transactions processed through the Waxd system.
 - 14.3.3 **Payment Processors:** In cases where payments are processed by Visa / Mastercard, Waxd shall not be held liable for any failure, delay, or error caused by such third-party payment processors. You are subject to Visa / Mastercard and / or the Acquiring Bank's Rules in such instances.
 - 14.3.4 **Force Majeure:** Waxd shall not be liable for any failure or delay in processing transactions through the Waxd system due to circumstances beyond its control, including but not limited to acts of God, natural disasters, war, cyberattacks, labour strikes, or any other event considered force majeure.
 - 14.3.5 **Your Responsibilities:** Waxd shall not be liable for user errors, including incorrect transaction details or insufficient funds. You are responsible for ensuring that the correct amount is paid, accurate payment information is provided, and all relevant details (such as ticket type, destination, and travel date) are verified before completing a transaction.
- 14.4 To the maximum extent permitted by applicable law, neither Waxd nor the Third Party Service Providers (and their respective employees, shareholders, directors, agents, affiliates and representatives, in whose favour this clause is a third party stipulation, capable of acceptance in writing at any time) shall be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from:
- 14.4.1 your use of, inability to use, or unavailability of the Services;

- 14.4.2 hacking, tampering, or other unauthorised access or use of the Services or your Member Account;
- 14.4.3 errors, mistakes, or inaccuracies of the Services;
- 14.4.4 even if the alleged liability is based on contract, delict, negligence, strict liability or any other basis, and even if Waxd has been advised of the possibility of such damage.

15 INDEMNITY

- 15.1 Subject to section 15.2 below, to the maximum extent permitted by applicable law you agree to indemnify and hold harmless Waxd and the Third Party Service Providers (and their respective employees, shareholders, directors, agents, affiliates and representatives in whose favour this clause is a third party stipulation, capable of acceptance in writing at any time) from and against any and all claims from any third parties, for costs, damages (including, without limitation, direct, indirect, extrinsic, special, penal, punitive, consequential or exemplary loss or damage of any kind), penalties, actions, judgements, suits, expenses, disbursements, fines or other amounts that arises out of or relates to –
 - 15.1.1 any actual or alleged breach of your warranties or obligations set out in these Ts & Cs, including, without limitation, any breach of the Waxd Operational Rules or the Association Rules by you;
 - 15.1.2 any Transaction submitted by you through the Services; or
 - 15.1.3 your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property rights.

16 GOVERNING LAW AND JURISDICTION

- 16.1 For legal matters related to this Agreement, you consent to the jurisdiction division of the Magistrates Court in the Gauteng region, even if the claim against you exceeds the court's usual limits. This doesn't prevent us from pursuing legal action against you in any court that has jurisdiction.
- 16.2 If any provision of these Ts & Cs is or becomes invalid, illegal, or unenforceable, the remainder shall survive unaffected.

17 PERSONAL INFORMATION

- 17.1.1 **POPIA** means the Protection of Personal Information Act 4 of 2013, and any regulations promulgated thereunder, as amended from time to time.
- 17.2 We will process personal information about you and the Commuter and when using the Waxd App. Specific examples include (but are not limited to) your personal information if you create an online account, your transaction and journey history, processing refunds and revenue protection activities the use of video or audio recordings.
- 17.3 You can find more information about what personal information we process and how we handle your personal information in the Waxd Personal Information Policy at www.waxd.solutions/terms.
- 17.4 We retain details of the journeys made when you purchase a Taxi Ticket. Your Personal Information linking you to these details will be de-personalised.
- 17.5 **How we use your personal information:** We will use your personal information for the purposes of customer services and administration, the provision of travel related information, customer research and fraud prevention and also promotional activities. We may share your personal information with relevant Taxi operator or service providers.
- 17.6 Third party service providers may use your information for the same reason.
- 17.7 If you hold an account on the App your personal information (including your photo) will also be used or shared for additional purposes, for example to ensure your ongoing eligibility for opted in promotional activities. You are advised to check www.waxd.solutions/terms Personal Information Policy regularly for the most up to date information and to find out how you can exercise your personal information rights.
- 17.8 Where substantial changes are made (or intended to be made) to the way we handle your personal information, we will let you know.

18 ENTIRE AGREEMENT

- 18.1 These Ts & Cs sets out the entire agreement between you and us relating to our use of the services.
- 18.2 **We are entitled, at any time, and from time to time, to amend the Ts & Cs. If we amend the Ts & Cs, we will take reasonable steps to notify you of the amendments.** IT IS YOUR RESPONSIBILITY TO REVIEW AND BE FAMILIAR WITH THE AMENDMENTS TO THE TERMS OF THESE TS & CS.
- 18.3 All amendments to these Ts & Cs contemplated in this clause will become effective on the date on which you receive the notification referred to in this clause.
- 18.4 If you do not agree to any amendments to these Ts & Cs, you must –
 - 18.4.1 stop using the services; and
 - 18.4.2 cancel your account, before the date on which the amendment becomes effective, as described in clause.
- 18.5 You will not be entitled at any time to transfer any of your rights or any of your obligations set out in this Agreement.
- 18.6 Waxd will, at all times, be entitled to exercise its rights to the fullest, even if it has previously not exercised such rights.