

IGNITE: PORTAL TERMS AND CONDITIONS

Date of last update: 22/01/2025

By using the Portal, the User agree to be bound by Ignite's terms and conditions, which are contained and/or referred to in this document.

1. DEFINITIONS

- 1.1. **"Agreement"/"Terms"** shall mean the Agreement set out in this document namely the terms and conditions of the Portal;
- 1.2. **"Applicable Laws"** means any South African laws, including any statute, regulation, notice, policy, directive, ruling or subordinate legislation, the common law, any binding court order, judgement or ruling, any applicable industry code, policy or standard enforceable by law, or any applicable direction, policy or order that is given by any regulator, competent authority or organ of state or statutory industry body;
- 1.3. **"Application"** refers to the period of time from when you first log in to the Ignite Portal and/or access the Software or Services, until such time as you have submitted your information to us, or stop using the Software/Services, whichever is earlier;
- 1.4. **"Company"** shall mean the entity for whom Ignite administers the program, with the intention of boosting and incentivising the sale of its products and/or services by motivating salespeople responsible for selling those products and/or services;
- 1.5. **"Consent"** means any freely given, specific and informed expression of will whereby natural people agree to the Processing of Personal Information relating to them;

- 1.6. **“Group Company”** means, with respect to any party as the context dictates, any juristic entity, whether domestic or foreign, that directly or indirectly controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares or other ownership interests in the entity, or the ability to otherwise exercise control over the management and policies of such entity.
- 1.7. **“Ignite”** means Super Cellutions (Pty) Ltd t/a Ignite with registration number 2002/027479/07, including its associated and subsidiary companies, successors-in-title and assigns, also referred to as “we”, “us” or “our”;
- 1.8. **“Intellectual Property Rights”** shall mean copyright, trademark, patent or any other intellectual property right recognized in the Republic of South Africa and/or beyond, including any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under license by Ignite, now or in the future, including without limitation, Ignite’s rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not, and whether capable of registration or not.
- 1.9. **“Parties”** means collectively you and Ignite, and a **“Party”** means one of you, as the context dictates.
- 1.10. **“Processing”** means any means processing as defined in the Protection of Personal Information Act No. 4 of 2013, including but not limited to any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 1.10.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 1.10.2. dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or
 - 1.10.3. merging, linking, blocking, degradation, erasure or destruction. For the purposes of this definition, **“Process”** has a corresponding meaning.
- 1.11. **“Personal Information”** means personal information as defined in the Protection of Personal Information Act No. 4 of 2013, including but not limited to:
- 1.11.1. name and surname;
 - 1.11.2. identification number;
 - 1.11.3. physical address;
 - 1.11.4. contact details;
 - 1.11.5. Information pertaining to the financial and transaction history of the User;
 - 1.11.6. Information pertaining to the credit history of the User;

- 1.12. **“POPI”** means the Protection of Personal Information Act 4 of 2013;
- 1.13. **“Portal”** shall mean the website <https://app.ignitecpp.com/> and any associated webpages, and any associated mobile application;
- 1.14. **“Program”** means the Company’s reward program, managed for and on behalf of the Companies by Ignite.
- 1.15. **“Rewards”** means any payments, vouchers, discounts, or rewards of any nature from a Company awarded to or accessible by the User as a result of the User achieving achievement badges or a particular points’ status, or as a result of Company otherwise wishing to incentivise or reward the User;
- 1.16. **“Selected Products”** shall mean the products which are eligible for Users to earn points, badges, incentives, or rewards or Rewards on by selling them, subject to other terms and conditions.
- 1.17. **“Services”** shall mean those services provided by Ignite through or by means of the Ignite Portal;
- 1.18. **“Software”** means any software, including the Portal, and related documentation (inclusive of any enhancements, upgrades, updates, and any other modifications thereto, and later versions thereof), relating to and/or used in the provision of the Services and/or the Ignite Portal;
- 1.19. **“Terms and Conditions”** means these Terms and Conditions together with any schedules and annexures, as amended from time to time, also herein called the **“Agreement”**;
- 1.20. **“Third Party Software”** means the software owned by third parties, which we have a licence to use in the provision of the Services;
- 1.21. **“User(s)”** shall mean any person who participates in the Program as a sales or marketing agent and who is or may become eligible to receive rewards set out in the Portal and/or any person who accesses or uses the Portal, also referred to as **“you”** or **“your”**;
- 1.22. **“Website”** means Ignite’s primary website sourced at <https://www.ignitecpp.com/>.

2. INTERPRETATION

- 2.1. The headings of the clauses of these Terms and Conditions, or of the Terms and Conditions itself, are used for convenience only and shall not affect the meaning or construction of the contents of these Terms and Conditions.

- 2.2. Unless the context indicates a contrary intention, an expression which denotes:
- 2.2.1. Any gender includes the other gender;
 - 2.2.2. A natural person includes a juristic person and vice versa;
 - 2.2.3. The singular includes the plural and vice versa;
- 2.3. Should any provision of these Terms and Conditions, including but not limited to a definition, be a substantive provision conferring rights or imposing obligations on any Party, then effect shall be given to that provision as if it were a substantive provision in the body of these Terms and Conditions.
- 2.4. The rule of *ejusdem generis* shall not be applied to limit the generality of a term when followed by specific examples. “Include” and “including” herein should accordingly be interpreted to mean “include but not be limited to” or “including but not limited to”, unless Ignite confirms in writing to you that we intended otherwise.
- 2.5. The *contra proferentem* rule of contract interpretation that states that an ambiguous contract term should be construed against the drafter of the contract, or in this instance, the terms and conditions, shall not apply.
- 2.6. Cognate words of defined terms where likewise capitalized in title case (or not capitalised if applicable in the definition) shall carry the same meaning. E.g. “Process” and “Processing”.
- 2.7. Any reference to a Party includes that Party’s successors in title and, if contractually permitted, assigns allowed at law.
- 2.8. The termination of these Terms shall not release the User from the obligations set out in these Terms accrued prior to the date of termination.
- 2.9. Any reference herein to termination may also be interpreted to mean “expiration” where the context allows.
- 2.10. Where contradictions exist between the clauses of these Terms and the clauses of subsequent agreements, the clauses of those subsequent agreements shall prevail in respect of the subject matter of those agreements.

3. INTRODUCTION

- 3.1. These Terms and Conditions comprise of our user agreement with you and regulate all of the associated interactions we have with you in relation to your use of any of the Services.
- 3.2. **Any juristic person agreeing to these Terms and Conditions, or who agreed to these Terms and Conditions as a result of them being referenced and/or incorporated in another document, will ensure that all of its employees, independent contractors, or anyone else who may represent it, adheres to these Terms and Conditions, and will be jointly and severally liable for any actions by any such parties not consistent with the Terms and Conditions herein.**
- 3.3. The interactions regulated by these Terms and Conditions include:
 - 3.3.1. Your access to and use of the Services provided by us;
 - 3.3.2. The accessing of the information published on the Ignite Portal; and
 - 3.3.3. Our Processing and sharing of your Personal Information.
- 3.4. **YOUR CONTINUED USE OF OUR SERVICES IS AT YOUR OWN RISK AND WILL REPRESENT YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.**
- 3.5. We reserve the right to amend these Terms and Conditions at any time, and such changes will become effective upon such changes being posted to the Ignite Portal. We therefore recommend that you read our Terms and Conditions each time you make use of our Services, and you must immediately cease using our Services should you not agree with the Terms and Conditions.
- 3.6. Notwithstanding clause **Error! Reference source not found.** herein, a clause or part thereof which is not in bold does not carry any less weight than one that is in bold, and you are required to read and understand all of the clauses herein, including those clauses not in bold.
- 3.7. These Terms and Conditions should be read with other terms and conditions which may become applicable to your relationship with us, such as our [Privacy Policy](#) and [Cookie Policy](#), which regulate how we Process your Personal Information, and which are both contained at the end of this document, for your convenience.

4. DURATION AND COMMENCEMENT OF THIS AGREEMENT

- 4.1. The terms and conditions of this Agreement are applicable to Users from the moment that they access the Portal or agree to these Terms, whichever is the earlier date.
- 4.2. In the event that a User's account is inactive for 60 calendar days, the account will be automatically suspended and will require re-activation. In order to access the profile again, the User should contact the support centre telephonically or via email – the contact information is on the log in screen to the Portal.

5. RELATIONSHIPS

- 5.1. Ignite provides its Portal in order to act for and on behalf of the Company in the implementation of the Program.
- 5.2. The Portal may be accessed by the User for the purposes of uploading information, submitting invoices, and viewing information and reports, all for the ultimate purpose of receiving Rewards, and any requisite administration for facilitating those Rewards.
- 5.3. The User is not an agent or employee of Ignite. In respect of its relationship with Ignite, the User is an independent contractor. The User may not represent any relationship of agency or employment with Ignite.
- 5.4. For further clarification of the fact that the User is an independent contractor, please note the following:
 - 5.4.1. **Control and Direction:** As an independent contractor, the User's work is not subject to the control, direction, or oversight of or by Ignite. The User has the autonomy to determine how to conduct its business and engage customer.
 - 5.4.2. **Hours of Work:** The User is free to establish its own hours and are not required to adhere to a schedule set by Ignite. Work is done on an *ad hoc* basis, at the User's discretion, and payment follows accordingly.
 - 5.4.3. **Payment:** There is no salary paid to the User, nor is the User paid per sale. The User submits information regarding its sales made in respect of each Company, which is sent to and received by Ignite, on the Companies' behalf. If accepted, Ignite will manage the points and status systems on behalf of the Company, and, if applicable, facilitate the distribution of appropriate rewards to the User.

- 5.4.4. **Organizational Structure:** As an independent contractor, the User does not form part of the organizational structure of Ignite, but rather operates as an independent entity.
- 5.4.5. **Economic Independence:** The User's engagement with Ignite does not create economic dependency. The User does not and never has received a salary from Ignite. Ignite will not prevent the User from working with multiple clients and the User is not reliant solely on Ignite for its income.
- 5.4.6. **Tools of Trade:** The User is responsible for providing its own tools and equipment necessary to perform its services.
- 5.4.7. **Location:** The User does not conduct its work at Ignite's premises, nor does the User have a desk or equipment there.
- 5.4.8. **Multiple Clients:** As an independent contractor, the User is permitted to work for multiple clients and is not restricted to rendering services exclusively to Ignite.
- 5.4.9. **Employed:** The User is likely already employed full-time and earning a salary from its employer, and the work it does in respect of Ignite is over-and-above this.
- 5.5. Save for application of the terms and conditions herein, Ignite shall not be responsible to guide, manage, oversee, or supervise the User whatsoever.
- 5.6. **Any Rewards distributed to the User are not considered a salary. They may, however, be considered income of the User, and the User must take care to ensure that the User complies with income tax law, in respect of, for example, declaring income to SARS and paying income tax. The responsibility to do this is solely that of the User, and the User indemnifies and holds harmless the Company, supplier of the Selected Products, the store, Ignite and any of their affiliates, against any liability arising from the User's failure to comply with any law, and/or arising out of any taxation relating to the Users receipt, accumulation, transfer or spending of Rewards.**
- 5.7. **It is the User's responsibility to interact directly with tax authorities (or any other applicable authority which the User may be subject to). Ignite will not deal with any regulatory body or submit any information on behalf of Users.**
- 5.8. Should the Company fail to make payments due to Ignite, including but not limited to payments in respect of Rewards, or otherwise not comply with the obligations in terms of the agreement between Ignite and the Company, Ignite might not continue to pay the Rewards, including those already earned by the User. The User shall hold harmless Ignite from any liability in these instances. The User understands that Ignite is acting on behalf of the Company.

5.9. Ignite has a call centre to assist with User queries and to help Users where Ignite feels it can help, at Ignite's sole discretion. The User understands that, because Ignite is acting on behalf of the Company in implementing the Rewards Program, should the User have an issue with the Rewards Program or anything related thereto, including disputes relating to the distribution of Rewards, Ignite will not be liable therefor. Just because Ignite might engage with the User in relation to any such dispute is simply for the practical reasons of investigating that such an issue is, for example, not as a result of a Portal glitch, Ignite error, or something else that can be easily resolved, and should not in itself mean that Ignite has any liability therefor. In addition, Ignite is not expected to engage with the User when there is such a dispute or issue, and such engagement and/or attempts at resolution will be at Ignite's sole discretion.

6. THE USE OF OUR SERVICES

6.1. General

6.1.1. You may only access and use our Services within the confines of these Terms and Conditions and any terms and conditions incorporated herein by reference.

6.1.2. When a User visits the Portal or sends communications to Ignite, he or she consents to receiving communications from Ignite.

6.1.3. Users agree that any agreements or correspondence sent by Ignite satisfies the legal requirements, *inter alia* the requirement that certain communications should be reduced to writing and/or signed.

6.1.4. Registration on the Portal is compulsory for Users should they wish to use the Services and/or receive any Rewards.

6.1.5. Upon registration to use the Portal, Users will receive confirmation via email.

6.1.6. By accessing our Services, you warrant that you are at least 18 (eighteen) years old and have the necessary legal capacity to enter into and be bound by these Terms and Conditions. If not, then you may not use the Portal, participate in the Program, or receive any Rewards.

6.1.7. Where you act on behalf of a juristic person, you warrant that you have the necessary authority and capacity to bind them to these Terms and Conditions.

6.1.8. The User must access the Portal using their own appropriate device and connectivity with access to the internet. Any charges or costs incurred are the sole responsibility of the User. It is the User's responsibility to ensure that the device and browser the User chooses is compatible with the mobile application and the website, and the User understands that such compatibility might change over time, and the User will not hold Ignite liable therefor.

6.2. **Rights and Obligations**

6.2.1. We have the right, not the obligation, to, without notice:

- 6.2.1.1. Use subcontractors in the provision of Services;
- 6.2.1.2. Add, remove, update, upgrade, or otherwise modify any features, functionalities, and/or any other aspect of the Software and/or Services;
- 6.2.1.3. Conduct periodic maintenance of the Software and/or Services, requiring downtime;
- 6.2.1.4. Suspend or stop your access to or use of the Services and/or Software, or otherwise terminate, restrict, or limit your access to or use of, the Software and/or the Services; and
- 6.2.1.5. Create or modify the Software and/or Services to be accessible on, compatible with, or supported by certain devices, operating systems, or browsers only
- 6.2.1.6. To develop the Software in such a way that the display of content may differ depending on the device the User is using to access and/or make use of the Software.

6.2.2. You shall:

- 6.2.2.1. Ensure that all information you provide to us is accurate and complete, and that such information is provided with full and informed consent of any other party whose consent therefor may be required by law, so that we may lawfully Process the information as per our Privacy Policy;
- 6.2.2.2. Not use our Services and/or Software in violation of applicable South African laws and regulations.

7. SECURITY

- 7.1. The User undertakes that its login and password ('Login details') will not be disclosed to third parties and will be used solely for personal use, and that the User will take the necessary precaution of keeping such information safe. In the event that the User suspects that his/her Login details have become compromised, it is the User's duty to immediately change his/her password, and any loss the User experiences arising from such a breach will be at the User's sole risk and liability, and the User will not hold Ignite liable therefor.
- 7.2. Ignite shall not be liable for any security breaches occurring on the Portal whatsoever, including by virtue of the negligence of Ignite.
- 7.3. Ignite shall not be liable for any security breaches resulting in a lack of virus protection, malware, keylogger or spyware that any User may have inadvertently installed on their device, or which may automatically install on the User's device.
- 7.4. It is the duty of all Users to ensure that their hardware and software is secure from threats which are found on the internet and that they back up their data regularly. Ignite shall not be liable for any failure to attend to the aforementioned.
- 7.5. Any person that delivers or attempts to deliver any damaging code to this Portal or attempts to gain unauthorised access to any page on this Portal shall be prosecuted and Ignite reserves its rights to both procure the institution criminal proceedings against such persona and its employer and/or claim damages for any losses or damages it incurs from such person and/or its employer.
- 7.6. Ignite shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of the Portal's content by the User or any third party who obtained any content from the User.
- 7.7. Any User who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Ignite and its affiliates, agents and/or partners.

7.8. **Usage related to Intellectual Property**

- 7.8.1. This Portal is operated and controlled by Ignite and/or its nominees. The information from this Portal is protected by copyright and other proprietary rights laws. No information from this Portal may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the written consent of an authorised representative of Ignite.
- 7.8.2. Any unauthorised copying, or attempt at copying, assignment or transfer of this Agreement, may result in the immediate termination of this Agreement by Ignite and Ignite reserves the right to seek civil damages or procure the institution criminal charges, as it sees fit, without limiting any of its rights.
- 7.8.3. The User must take all steps necessary to ensure that no other party accesses his/her account and to prevent the unauthorized disclosure of his/her login details. The User will be personally liable for any and all obligations entered into or assumed by, or any other liability arising directly or indirectly from, others who use the information, content or services through his/her account or with his/her registration details. Should a User become aware of such unauthorized access or disclosure of login details, he/she must immediately notify Ignite and change his/her login details.
- 7.8.4. Should any party be of the belief that content on the Portal is in violation of any Intellectual Property Rights (“violation”), such violation must be immediately reported to Ignite in order for Ignite to be able to assess the situation, contact all relevant parties and take the measures it deems to be appropriate in the circumstances. In order to assess the situation, Ignite requires that the following be sent to it:
- A. Identification of the alleged violation;
 - B. Contact details of the reporter of the violation in the form of telephone number, email address and full name;
 - C. Proof of Intellectual Property Rights; and
 - D. Should the reporter not be the owner of the Intellectual Property Right, Ignite requires authorisation of the reporter’s right to report the violation to us.
- 7.8.5. Should the information requested in terms of clause **Error! Reference source not found.** above not be provided, Ignite is under no obligation to take any action.

7.8.6. Ignite will allow representations to be made in defense of allegations made regarding violations, and reserves the right to make decisions based on the information it receives from the relevant parties.

7.8.7. Any parties who violate Ignite's policies (as amended from time to time) and/or the Intellectual Property Rights may be suspended from using the Portal permanently.

7.9. **Your Personal Information**

7.9.1. You will need to disclose certain Personal Information to us when making use of our Services. It is always in your best interest to keep this information accurate, current and complete and as such, you guarantee:

7.9.1.1. that all Personal Information provided to us will be true, accurate, current and correct;

7.9.1.2. you will update your Personal Information regularly, as well as, if and when required; and

7.9.1.3. you have fully disclosed all facts.

7.9.2. From time-to-time, and for purposes of providing our Services to you, we will be required to Process your Personal Information and disclose it to third parties. By accepting these Terms and Conditions you Consent to the Processing of your Personal Information for the purposes set out above to enable us to fulfil our obligations to you, as well as the Processing of your information as set out in the [Privacy Policy](#).

8. **COMMUNICATIONS WITH YOU**

8.1. **General:**

8.1.1. When you make use of any of our Services, you opt-in to the receiving communications from us on various electronic communication channels, including email, SMS or WhatsApp, for purposes of marketing and providing our Services to you, as well as marketing from third parties who we may share your information with in terms of the [Privacy Policy](#).

- 8.1.2. All information records that you send to us using the Ignite Portal may be stored electronically by us, as well as the providers of the relevant electronic communication channel, for example WhatsApp.
- 8.1.3. Although we take all reasonable steps to protect your information and maintain confidentiality, we cannot guarantee the security or integrity of any information you transmit to us online. We take reasonable steps to ensure that any third parties with whom your information is stored are bound by acceptable confidentiality obligations, however, it is your responsibility to familiarise yourself with our [Privacy Policy](#) and the relevant privacy policy of the third-party service provider.
- 8.1.4. Your access and use of any third-party service provider is subject to the terms and conditions applicable thereto, and you agree that you do this at your own risk.
- 8.1.5. Any electronic communication, including email, SMS, WhatsApp, telephonic messages, or mobile push notifications sent to you will be considered as having been received by you when such communication is sent, unless the contrary is proven. As such, it is your responsibility to provide, at your own expense, any access to the internet, data, any required devices, or anything else necessary for purposes of such electronic communication. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically meet any legal requirements for such communications to be in writing.
- 8.1.6. Should you not wish to communicate with us, you may opt-out and change your communication preferences by contacting us at admin@ignitecpp.co.za.

8.2. **Phishing and Spoofing**

- 8.2.1. Please take special note that if you receive any unsolicited communication, including electronic communication that appear to be from Ignite and that requests you to provide Personal Information (such as any financial information, credit card number, username or password), or that asks you to verify and/or confirm your information by clicking on a link, it is most likely that such communication was sent by someone other than Ignite, who has sinister intentions or is attempting to gain access to your personal data illegally.

8.2.2. We do not ask for this type of data by means of electronic communications and as such we ask you not to respond to these types of communications or click on any link. Doing so will place you and your Personal Information at risk and Ignite will not be held responsible for any consequences resulting from your response to any such communication.

9. THIRD PARTY PRODUCTS AND SERVICES

- 9.1. At our discretion, and/or as necessary to facilitate a Reward, our Services may include references to, or facilitate access to, products offered or services rendered by third parties and provide links to the websites and/or web-applications (collectively referred to as “Sites”) of third parties. These third-party service providers and their Sites have separate and independent terms and conditions and privacy policies applicable to their products, services and respective Sites. You hold us harmless against all liability directly or indirectly arising from products offered or services rendered by such third parties, and/or the content and services provided through or by means of their respective sites, regardless of whether such site bears our corporate branding or not.
- 9.2. When you install, download, log in to, and/or use any of our Portals, you may be required to accept additional terms and conditions, as well as the end-user license agreement (“EULA”) of certain third-parties. While the EULA of a third-party supplier is independent from these T’s and C’s and establishes a separate legal relationship which you are bound by, you agree that our Term’s and Condition’s shall apply to your use of our Portals.
- 9.3. In addition, Ignite may provide links to third party websites on the Portal. These links are provided to the User for convenience purposes only, and/or to facilitate Rewards, and Ignite does not endorse such websites, their owners, licensees or administrators or such websites’ content or security practices and operations.
- 9.4. While Ignite endeavours to provide links only to reputable websites or online partners, Ignite cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Ignite. Ignite is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Portal.

9.5. The User agrees that Ignite shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Portal. Any dealings that the User may have with any linked websites, including advertisers, found on the Portal, are solely between the User and the third party website.

10. DISCLAIMER

10.1. Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002, the use of any information contained on the Portal is at the User's own risk, and Ignite and its affiliates accepts no liability for the use of and/or reliance upon and/or inability to use any information of this site, nor shall they be liable in any manner for any losses or damages of any nature resulting from the direct or indirect use of and/or reliance upon the information contained on the Portal or websites linked to the Portal.

10.2. Communications expressed on this site should not be regarded as the opinion or view of Ignite and Ignite will accept no liability resulting there from.

10.3. Ignite will accept no responsibility for losses or damages resulting from the reliance on information on the Portal, and Users should always seek professional advice before taking any course of action related to information, ideas or opinions expressed on the Portal.

10.4. The Portal is supplied in the form preferred by Ignite and is not catered per the requirements of an individual.

10.5. Regarding any hyperlinks provided on the Portal, Ignite does not accept liability incurred from the use of such hyperlinks.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The Ignite Platform and Software is protected by a pending patent, which might have been granted by the time you read this.

- 11.2. All content made available on the Ignite Portal and through the use of our Services (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software and Software) belongs to Ignite or is alternatively used pursuant to a licensing agreement concluded between Ignite and the third-party proprietor of such content. Any unauthorised use, alteration or dissemination of the information or content published by us is strictly prohibited.
- 11.3. You expressly acknowledge that no content or information displayed on the Ignite Portal, nor the Portal itself, may be regarded or construed as granting any licence or right to any third party, including to you, to use any trademark or other form of intellectual property, without our prior written consent and approval.
- 11.4. Although we have deployed reasonable technical and organisational measures to protect the information on the Ignite Portal and through the use of our Services, you agree to hold us harmless against any loss, damages, or any other form of liability that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off of the Ignite Portal.
- 11.5. The copyright to all content published, including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
- 11.6. Trademarks, brands and logos sometimes identified either with the symbols TM or ® which are used on the Ignite Portal are either owned by us or we have a licence to use them.
- 11.7. Any comment, feedback, idea, or suggestion, and/or related communication, which you provide to us through the use of our Services (collectively “Comments”) becomes our property. If, in future, we use your Comments in promoting our Services or for any other purpose, we won't be liable for any usage thereof, whether such use is an identical replication, or a similar or paraphrased version, of your Comment. Furthermore, by providing us with Comments **you agree that we are entitled to use your Comments in any manner for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.** If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality, copyright, tone, and appropriateness, and accordingly indemnify and hold us harmless against any loss, damages, or any other form of liability that may arise as a result of us using and/or sharing your Comments.

11.8. All our intellectual property rights, and/or those of any third party we contract, subsisting in, or used in respect of, our/their Intellectual Property, or otherwise, are and shall remain the property of us, or the contracted third party, as applicable, including but not limited to the rights in any Software, Third Party Software, and Services. You shall not, during or at any time after your Application, acquire or be entitled to claim any right or interest in the Intellectual Property vested in us or the contracted third party, and may not in any way dispute the ownership thereof.

11.8.1. We draw specific attention to the fact that it may use certain Intellectual Property of E Centive (Pty) Ltd and/or Retail Labs (Pty) Ltd and/or other of our and/or these two mentioned companies' Associated Companies (collectively herein the "Companies") as part of the Software or Services, and/or outsource certain functions to the Companies, which functions may expose Intellectual Property of the Companies to you. This Intellectual Property of the Companies is hereby afforded all the same protections and rights in these Terms and Conditions as our Intellectual Property and Software and Services, with those protections and rights being in favour of each of the Companies. In addition, the Companies are extended all the same protections and rights relating to restrictions of use, risk and ownership, confidentiality, privacy of personal information/data security, dispute resolution, liability, non-solicitation, non-circumvention, and the general clauses under the "General" heading, as those that we have in these Terms and Conditions, operational against you. This clause shall create a *stipulatio alteri* in favour of each of the Companies, capable of retrospective acceptance by any of the Companies at any time.

11.9. You agree not to use our name or other details without our written permission. You may not provide any information or communicate with anyone in relation to any publication and/or article involving us, without our written permission.

12. LICENSING

12.1. Title and ownership of the Software, Services, and Third Party Software, shall at all times vest in us or the third party software owners, as applicable, and shall not transfer to you under any circumstances, and this cannot be challenged by you. Notwithstanding anything in these Terms and Conditions to the contrary, you shall indemnify and hold harmless both us and any relevant third parties, and accept full liability for, all liability of any nature whatsoever relating to such Third Party Software, Software, and Services, where such liability, loss and/or damage is directly or indirectly attributable to your actions or omissions.

12.2. You will not yourself, or through a third party, directly or indirectly, actually or attempt to:

12.2.1. provide access to any third party;

12.2.2. reverse engineer, reverse assemble, decompile, reverse compile, translate, disassemble or reduce to source code any part of the equipment, third party software or Software, or any part thereof, whether or not provided in object code form;

12.2.3. print the source code material, nor derive, nor attempt to derive the source code material of the Software or third party software, or any part thereof;

12.2.4. modify, vary, make derivative works of, adapt, perform, display, transfer, reproduce, or copy any part of the equipment, third party software or Software, or any part thereof;

12.2.5. publish or distribute any part of the third party software or Software;

12.2.6. allow anyone else to access the third party software or Software;

12.2.7. translate, sell, lend, lease, sub-license, or encumber any part of the third party software or Software;

12.2.8. publish any performance or benchmark tests or analyses relating to the third party software or Software;

12.2.9. exploit the Software or third party software for commercial gain under any circumstances whatsoever not expressly allowed for in this Agreement;

12.2.10. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Portal, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind;

12.2.11. sell, rent, lease, share, or otherwise distribute or make available to another party, in whole or in part, any part of the Software or outputs thereof, or anything generated as a result thereof; and/or

- 12.2.12. use, share, process, or otherwise deal with any part of the Software or third party software, or any outputs therefrom, in any other way not expressly allowed for in these Terms and Conditions.
- 12.3. Your only right insofar as the Software and Third Party Software is concerned, is the right for you to access, whether via the online Portal and/or the mobile application which you may download to your device, the Software and Third Party Software as per the terms of these Terms and Conditions for the sole purpose of providing and sharing your information (including sales information) with us so that we may Process it, including but not limited to, providing Consent for our accessing and Processing your information, and access to and/or the means to access various sources (such as bank accounts) from which we may collect your information in order to Process it, as well as for you to view your points balance and status, leadership board, Rewards and possible Rewards, tools to assist in motivating sales, and other related reports or information provided.
- 12.4. Beyond the very limited usage defined in clause 12.3, you have no further rights in the Software, Third Party Software, Services. For the duration of your Application, you are granted a limited, personal, internal use, non-transferrable, non-sublicensable, and non-exclusive licence to use the Software to be supplied strictly in terms of these Terms and Conditions. You may only use the Software as expressly authorized in these Terms and Conditions.
- 12.5. You shall not circumvent or attempt to circumvent the terms and conditions referred to in clause 12.
- 12.6. You shall not use the Software in a way that could harm or impair others' use of the Software, and/or our interest or rights.

13. CONFIDENTIALITY

- 13.1. By subscribing as a User, the User agrees that he/she shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the services offered by Ignite. The User shall immediately notify Ignite should the User discover any loss or unauthorised disclosure of information.
- 13.2. Any information or material sent to Ignite by the User will be deemed not to be confidential, unless otherwise agreed in writing by Ignite.

14. BREACH

14.1. We consider the following non-exhaustive list prohibited activities as material breaches of these Terms and Conditions, so determined at Ignite's sole discretion:

- 14.1.1. You pretending to be another person;
- 14.1.2. You transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;
- 14.1.3. You using the Services in a way that is intended to harm, or could result in harm, to you or to other users of the Ignite Portal; or
- 14.1.4. You Processing information about others without obtaining their prior written Consent;
- 14.1.5. You acting in any way that is not consistent with the law;
- 14.1.6. You acting in a way that is inconsistent with the Agreement;
- 14.1.7. You acting in bad faith, or in a way that is inconsistent with the spirit of the Agreement.

14.2. Should you engage in any of the above prohibited activities, or breach any of the provisions of these Terms and Conditions, we will be entitled, without prejudice to any other rights we may have and without prior notice to you, to:

- 14.2.1. terminate or suspend your access to and use of our Services;
- 14.2.2. restrict or limit the use of our Services;
- 14.2.3. recover all costs and damages due to us; and/or
- 14.2.4. pursue any other legal recourse necessary.

15. LIMITATION OF LIABILITY

15.1. The Software and Services are provided on an "as is" and "as available" basis. There may be inaccuracies or typographical errors. Notwithstanding anything herein to the contrary, we expressly disclaim all warranties of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. Neither Ignite, its affiliates, its directors, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Services or Platform, or any functionality thereof, or of any linked site, even if Ignite is expressly advised thereof.

- 15.2. You expressly acknowledge and agree that the Applicable Laws governing Ignite shall at all times be applicable to the Services.
- 15.3. Transmission of information via the Portal or the internet at large is subject to various risks, both in and out of Ignite's control. Each User expressly accepts the risks associated with transacting or accessing the Portal and/or internet.
- 15.4. The User irrevocably and unconditionally indemnifies Ignite and holds Ignite free from any loss, damages or claims suffered of any nature which may result as a result of the use of the Portal or any interruption of the Portal.
- 15.5. Users agree to indemnify and hold harmless Ignite, its officers, directors, employees, partners, suppliers and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that the User has used the Portal in violation of another party's rights, in violation of any law, in violation of any provisions of the terms, or any other claim related to the User's use of the Portal.
- 15.6. Ignite does not warrant that the Portal or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Ignite expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
- 15.7. The User hereby unconditionally and irrevocably indemnifies Ignite and agrees to hold Ignite free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Ignite or instituted against Ignite as a direct or indirect result of:
- 15.7.1. software, programs and support services supplied by, obtained by or modified by the User or any third party without the consent or knowledge of Ignite;
- 15.7.2. The User's failure to comply with any of the terms or any other requirements which Ignite may impose from time to time;

- 15.8. Neither you or any other person shall have any claim against us for any direct, consequential, incidental, indirect or special loss or damages, including, without limitation, business interruption, loss of business information, loss of data or other pecuniary loss, arising from any reason, including the unavailability or functionality of the services, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if we were negligent.
- 15.9. We therefore do not guarantee that (i) the Services; (ii) the information, content, tools or materials included on the Ignite Portal (iii) our servers; or (iv) that any electronic communications sent by us will be free from viruses or other harmful components. We will not be liable for any damages of any kind arising from your use of our Services or from any information, content, tools or materials included on or otherwise made available to you through the Ignite Portal, including for direct, incidental, punitive and/or consequential damages.
- 15.10. Whilst Ignite has taken reasonable measures to ensure the integrity of the Portal and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Portal are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the User's system;
- 15.11. Ignite may use the services of third parties to provide information on the Portal. Ignite has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The User agrees that such information is provided "as is" and that Ignite and its online partners shall not be liable for any losses or damages that may arise from the User's reliance on it, howsoever these may arise.
- 15.12. Although we are committed to providing you with the best possible service, we shall not be responsible for:
- 15.12.1. any of the events described above;
 - 15.12.2. any actions or omissions by you that result in a breach of the provisions of these Terms and Conditions;
 - 15.12.3. any links to other websites or web-applications from the Ignite Portal. You also acknowledge that we cannot control the content of, or the products offered on any third party Sites; or

- 15.12.4. a denial of access to the Services, should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of our Services or put Ignite in disrepute.
- 15.13. Notwithstanding anything herein to the contrary, our total maximum liability to you shall be limited to an amount equal to R1,000.00 (one thousand Rand). The Software and Services are used by you at your own risk. You shall not hold us or any related third parties or our Associated Companies liable for liability or damages of whatsoever nature arising out of the use of the Software or Services, and/or the inability to access the Software or Services.

16. INDEMNITY

- 16.1. **By using the Services, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our Services and/or Software.**
- 16.2. You understand that Ignite uses its algorithms and your data, collected from yourself and other sources, to compile reports regarding your sales and sales history, as more fully described in our Privacy Policy, and that all of this information, as well as our reports and recommendations, will be shared with the Companies and your employer. The Companies and your employer may choose whether or not to take this information into account when making a decision regarding oversight, management and performance management of you. Ignite does not have the final say on this, and this information will only be given as much weight by the Company and your employer as the Company and your employer chooses, at the Companies' and your employer's sole discretion. You indemnify and hold Ignite harmless against any loss, damages, and liability of any other nature that may arise out of any decision made by the Company and/or your employer, including but not limited to, any disciplinary action and/or sanctions you may face.

17. TERRITORY

- 17.1. The Services are controlled, operated and administered by Ignite within The Republic of South Africa. Access to the Services from territories or countries where the use of the Services provided through the Ignite Portal is illegal, is prohibited.

18. OUR INFORMATION AND HOW TO CONTACT US

Company Name: *Super Cellutions (Pty) Ltd t/a Ignite*
Company Address: *First Floor, Euro Centre, 363 Rivonia Boulevard, Rivonia, 2128.*
Registration Number: *2002/027479/07*
Mail: *admin@ignitecpp.co.za*

- 18.1. All notices are to be given in writing and in English. Notice shall be deemed given on the first business day after an email is sent, unless the sending Party is notified that the email address is invalid. Alternatively, Ignite may give the User notice by reputable courier to the address which the User has provided to Ignite. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. The User acknowledges that all agreements, notices or other communication required to be given in terms of the law or these terms and conditions may be given via electronic means and that such communications shall be “in writing”. Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

19. PRIVACY AND DATA PROTECTION

19.1. Privacy Policy

- 19.1.1. To ensure that our position in relation to our data protection and privacy compliance practices are clearly communicated to you, we ask that before you share any Personal Information with us that you read and acknowledge the terms of our [Privacy Policy](#). The [Privacy Policy](#) is considered a part of these Terms and Conditions incorporated by reference, and if you agree to these Terms and Conditions, you will be deemed to have agreed to the [Privacy Policy](#) as well, the terms of which are visible at the end of this Agreement (before the Cookie Policy).
- 19.1.2. By agreeing to the terms herein, the User also agrees to the Privacy Policy, the terms of which are incorporated herein,
- 19.1.3. Ignite is committed to protecting any Personal Information that the User may provide to it in terms of the law.
- 19.1.4. While using the Portal, information about the User may be either collected by Ignite or its representatives.

- 19.1.5. Ignite or its representatives may use this Personal Information to provide Companies or third parties with information regarding products, services, offerings, promotions or events from time to time as well as for the purposes of improving the Program.
- 19.1.6. Ignite will collect, use and share the User's Personal Information (and/or will instruct our affiliates or third parties to do so) to facilitate the User's registration, to track and report on the User's Reward claims, to ensure that the User's Reward is paid if all terms and conditions are met, to verify the details provided by the User, to provide the User with updated information about Selected Products and to communicate Reward and Portal related information such as changes/updates/business rules to the User.
- 19.1.7. Ignite will not release User information or data to any organization other than those that are actively involved in facilitating the Program, and even then, only to the extent strictly necessary.
- 19.1.8. The User may request that Ignite or its representatives cease sending them marketing and/or new and/or promotional information or request that the User's personal information be removed from the database or mailing list at any time by clicking on the Opt-out/Unsubscribe links in the communication.
- 19.1.9. Ignite and its representatives are not responsible for and give no warranties or representations in respect of the privacy policies or practices of any inter alia: third party and/or linked websites and/or linked applications.
- 19.1.10. The User may request access to any Personal Information concerning himself or herself, which Ignite holds. Ignite, however, will not provide third parties with any Personal Information unless required to do so by law or other than in accordance with these terms and conditions.
- 19.1.11. The time periods for which Ignite will keep the User's information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring Ignite to keep the User's information, however, Ignite will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be Processed.

19.2. **Cookie Policy**

19.2.1. When providing the Services, we seek to make your access to such services easy, useful and reliable. This sometimes involves placing small amounts of information on your device. These are called “cookies”. These cookies cannot be used to identify you personally and are used to improve your access to, and use of, the services. To learn more about our use of passive means of data processing, such as the use of cookies, please make sure that you read and acknowledge the terms of our [Cookie Policy](#). The [Cookie Policy](#) is considered a part of these Terms and Conditions incorporated by reference, and if you agree to these Terms and Conditions, you will be deemed to have agreed to the [Cookie Policy](#) as well.

20. GENERAL

- 20.1. You shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to these Terms and Conditions.
- 20.2. No amendment, interpretation or waiver of any of the provisions of these Terms and Conditions shall be effective unless communicated on the Ignite Portal, or otherwise communicated by us. Any waiver by us should only be considered a waiver of that specific right in that specific instance and time, unless expressly stated otherwise by us in writing.
- 20.3. Our failure to enforce or to require the performance at any time of any of the provisions in these Terms and Conditions shall not be construed to be a waiver of such provision, and shall not affect either the validity of these Terms and Conditions or any part hereof or our right to enforce the provisions of these Terms and Conditions.
- 20.4. You may not cede your rights and/or delegate your obligations under these Terms and Conditions without our prior written consent; we may however cede our rights and/or delegate our obligations.
- 20.5. Certain provisions of these Terms and Conditions may constitute a *stipulatio alteri* in favour of a third party not a Party hereto, and this shall be capable of retroactive acceptance by such third party at any time.
- 20.6. You will take whatever steps necessary to ensure that you adhere to the terms of these Terms and Conditions, and the general intention of these Terms and Conditions.

20.7. These Terms and Conditions contains the entire agreement of the Parties with respect to the subject matter of these Terms and Conditions and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of these Terms and Conditions.

20.8. These Terms and Conditions and the relationship of the Parties in connection with the subject matter of these Terms and Conditions and each other shall be governed and determined in accordance with the laws of the Republic of South Africa, and any legal proceedings instituted shall be instituted in the courts or tribunals in the Republic of South Africa.

20.9. You hereby consent to the non-exclusive jurisdiction of the South Gauteng High Court of South Africa for any legal proceedings instituted by or on behalf of you.

20.10. In the event that any one or more of the provisions, or part thereof, of these Terms and Conditions is held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, or the remaining part of that provision, of these Terms and Conditions, and these Terms and Conditions and/or the remainder of the provision shall be construed as if such invalid, illegal or unenforceable provision, or part thereof, was not a part of these Terms and Conditions and/or that provision, and these Terms and Conditions shall be carried out as nearly as possible in accordance with its original terms and intent.

20.11. These Terms and Conditions, as well as any other relevant terms and conditions constitute an agreement between Ignite and yourself with regard to the use of the Services. Should you proceed with your Application and/or proceed to provide any further information to us, you will be deemed to have read and understood these Terms and Conditions. Should you not agree with these Terms and Conditions, you must immediately cease using the Software, Third Party Software, Services, and the Ignite Portal.

20.11.1. It is the User's responsibility to check the Terms and attached Policies for updates each time the User wants to login, and, should the User not agree to the updated terms, the User may not proceed to login.

20.11.2. You are not required to use our Software/Services, and you are not required to submit any information to us. If you would not like to do this, simply do not proceed with the Application, and close the browser tab now.

20.11.3. **If the User does not understand any of the terms and conditions of the Administrator, the User is encouraged to contact Ignite and Ignite will gladly be of assistance.**

PRIVACY POLICY

Date of last update: 22/01/2025

1. Introduction

- 1.1. Super Cellutions Proprietary Limited trading as Ignite (“We” or “Us” or “Our” whether upper case is used or not in such terms hereunder) is committed to safeguarding the privacy of visitors to our system.
- 1.2. Any capitalised words used herein and not defined herein carry the definitions ascribed to them under the Ignite: Portal Terms and Conditions, where such words are described therein.
- 1.3. We recognise the importance of protecting your privacy in respect of your “Personal Information” [as defined in the Protection of Personal Information Act 4 of 2013, (“POPI”)] collected by us when you use the Portal.
- 1.4. Please read this entire Privacy Policy to understand how your information will be treated. This policy may be updated from time to time without notice, so please check it on a regular basis.
- 1.5. You are not required to provide any Personal Information. However, a failure to do so will render you unable to participate in the Program, and you accordingly may not use the Platform – you may not log in, and if you are logged in, you must accordingly log out immediately. However, you may choose to provide Personal Information and participate in the Program by completing the forms on various sections of our system, and otherwise sharing Personal Information with us, to the extent relevant, including:
 - 1.5.1. to make contact in respect of any questions you may have about this Privacy Policy, or any other policies or the Ignite: Portal Terms and Conditions;
 - 1.5.2. to facilitate your registration for the Portal and Programs offered;
 - 1.5.3. to track your Rewards due and/or received;
 - 1.5.4. to allow for accurate calculation of your Rewards, your points, your status, your beacon rating, your leaderboard position, etc.;
 - 1.5.5. to allow others (including other salespeople, other branches, your employer, and the Companies) to view your Rewards, your points, your status, your beacon rating, your leaderboard position, etc., as well as your basic information (which may include your full name, registration number (where the User is a juristic person), the branch you work for, your employer, telephone number, email address, unique identifiers, and chosen tag);
 - 1.5.6. in addition, your employer and Companies may be able to view your ID number, physical and postal addresses, and points’, status’, sales’, and Rewards’ history;
 - 1.5.7. to allow your Personal Information to be included in reports shared with your employer and the Companies as a performance management tool;
 - 1.5.8. to allow your Personal Information to be included in reports and comparative summaries to be visible to other branches and the Companies as a performance management and business strategy tool;
 - 1.5.9. to ensure your Rewards can be/are distributed to you;
 - 1.5.10. to verify details provided;
 - 1.5.11. to provide you with updated information about products to which Rewards/points are linked or related upon which you are eligible to earn Rewards/points;
 - 1.5.12. to make contact with our services team;
 - 1.5.13. subscriptions to newsletters and publications;
 - 1.5.14. product or service enquiries;
 - 1.5.15. seminars or other events;
 - 1.5.16. portal password resets and other administrative requests or necessities;

- 1.5.17. polls or quizzes;
 - 1.5.18. updates to the portal which may include but are not limited to new features, business rules, workflows in the portal or pages to the Portal; and
 - 1.5.19. updates from the Company or network on products or packages; To be shared with third parties as necessary to fulfil our obligations in terms of the Ignite: Portal Terms and Conditions and agreements with your employer and the Companies;
 - 1.5.20. To provide or manage any information, Products and/or Services requested by or delivered to Users in general;
 - 1.5.21. To establish a User's and end-user's needs, wants and preferences in relation to the Products and/or Services provided by Ignite and/or a Company;
 - 1.5.22. To facilitate payments of Rewards and other administrative and/or necessary tasks related to any transactions you might enter into with us or other parties where monies flow through or to us;
 - 1.5.23. To help Ignite identify Users when they engage with Ignite;
 - 1.5.24. To facilitate the delivery of Products and/or Services to end-users;
 - 1.5.25. To facilitate the normal operation of our business, for legitimate business purposes, to fulfil our functions and obligations in terms of this Privacy Policy, the Ignite: Portal Terms and Conditions, and our agreements with our end-users, and in doing so, share your Personal Information/Personal Data with our subcontractors and operators to the extent necessary.
 - 1.5.26. To train our systems and create models based on our collection of Personal Information;
 - 1.5.27. To allocate to Users Unique Identifiers for the purpose of securely storing, retaining and recalling their Personal Information from time to time;
 - 1.5.28. To maintain records of Users;
 - 1.5.29. For general administration purposes;
 - 1.5.30. For legal and/or contractual purposes;
 - 1.5.31. To improve the quality of Ignite's Services;
 - 1.5.32. To transfer Personal Information within/to any Ignite Group Company so as to enable us to market our Products and Services to you and other Users;
 - 1.5.33. To transfer Personal Information to select service providers on a need to know basis so as to enable Ignite to deliver Services to the Companies;
 - 1.5.34. To analyse the Personal Information collected for research and statistical purposes;
 - 1.5.35. To help recover bad debts;
 - 1.5.36. To transfer Personal Information across the borders of South Africa to other jurisdictions if it is required;
 - 1.5.37. To carry out analysis and User profiling, including but not limited to the generating of reports and forecast reports, estimating a User's, branch's and Company's perceived ability and performance in respect of sales, and in determining end-user's spending habits;
 - 1.5.38. To identify other products and services which might be of interest to our User and the Companies in general, as well as to inform them of such products and/or services;
 - 1.5.39. To share such Personal Information, including but not limited to reports generated from that Personal Information, with third parties for the purpose of those third parties directly marketing to the User (which the User may unsubscribe to at any time by emailing Ignite to that effect);
 - 1.5.40. To comply with any Applicable Laws applicable to Ignite and in some instances other Ignite Group Companies.
- 1.6. This policy seeks to balance our business interests and your reasonable expectation of privacy. We will take appropriate and reasonable technical and organisational steps to prevent unauthorised access to, or disclosure of your Personal Information.

- 1.7. By continuing to use this system you agree that we may "collect, collate, Process and/or store" your Personal Information (as defined in POPI) ("Process") for, the purposes set out in this Policy including providing you with access to the system and the system content.
- 1.8. Where there are reasonable grounds to believe that your Personal Information has been accessed or acquired by any unauthorised person, we will notify the relevant regulator and you, unless a public body responsible for detection, prevention or investigation of offences or the relevant regulator informs us that notifying you will impede a criminal investigation.

2. What types of Personal Information do we Process?

- 2.1. In addition to those mentioned elsewhere in this Privacy Policy, the types of Personal Information that we may Process includes (amongst other things):
 - 2.1.1. your full names (name and surname);
 - 2.1.2. identity or passport numbers, or registration number (where the User is a juristic person);
 - 2.1.3. name, location, and contact details of the branch you work at;
 - 2.1.4. e-mail and physical and physical addresses;
 - 2.1.5. contact information, including phone number;
 - 2.1.6. agent ID also known as salesman code;
 - 2.1.7. chosen/uploaded avatar image;
 - 2.1.8. chosen name tag, the "player tag";
 - 2.1.9. information relating to your occupation;
 - 2.1.10. sales information (what you have sold, including the number and value of total sales made);
 - 2.1.11. the User's points, various points' and rewards systems (e.g. status, beacon rating, leaderboard position, badges earned, longest login streak, etc.), and Rewards earned relating to sales;
 - 2.1.12. support ticket queries and information;
 - 2.1.13. and the pages of the system viewed by you; and
 - 2.1.14. In relation to Users who are branches/employers, in addition to the above Personal Information, we will also Process your team name, and manager's full name.
- 2.2. We will limit the types of Personal Information we Process to only that to which you Consent and which is necessary for our legitimate business interests.

3. How do we use your Personal Information?

- 3.1. We will only use the information you provide to us on these sections of the system in order to Process the relevant application or registration form and Reward distribution transactions.
- 3.2. We will not retain your information longer than is necessary to achieve the purpose for which the information was collected and Processed unless we are required to do so by law or there is a lawful purpose to retain your information for a longer period.

4. When will we Process your Personal Information?

- 4.1. Personal information may be Processed when you or a User:
 - 4.1.1. populates the relevant application form(s) on our system to subscribe or register;
 - 4.1.2. logs a sale, or when a sale is logged automatically on your behalf from sales files received; and/or
 - 4.1.3. browse the Portal.
- 4.2. You acknowledge that all Personal Information Processed by us may be stored by us and used for purposes specified in this Privacy Policy.
- 4.3. If you are a branch/employer of one or more Users, or a Company, you Consent to Users uploading your Personal Information as per the terms herein, and to our Processing of that Personal Information, as per the terms herein.

5. Use of cookies

- 5.1. Cookies are pieces of information a website/system transfers to a user's hard drive for record-keeping purposes. Cookies make browsing the web easier for you by saving your preferences and tracking your online habits, traffic patterns, and making sure you do not see the same advertisement too often. The use of cookies is an industry standard.
- 5.2. We may place a cookie on your browser to store and sometimes track the information referred to above in 5.1.
- 5.3. While most browsers are initially set up to accept cookies, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some parts of the system will not function properly if you refuse cookies.
- 5.4. This is dealt with in more detail in our Cookie Policy (at the end of this document, immediately beneath this Privacy Policy).

6. Use of IP address

- 6.1. An Internet Protocol (IP) address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log IP addresses or the location of computers on the Internet.
- 6.2. We collect IP addresses for the purposes of system administration and to audit the use of the system. We do not link IP addresses to personal information unless it becomes necessary to enforce compliance with the Privacy Policy or to protect our system or its users.

7. Links to other sites

- 7.1. When you are using the portal, you could be directed to other sites that are beyond our control. We are not responsible for the content or the privacy policies of those third party websites/systems.

8. Sharing of your Personal Information

- 8.1. You Consent that we may disclose your Personal Information to Ignite-approved third party providers and third parties (as referred to below in 8.2.1) where necessary;
- 8.2. You Consent to us disclosing your Personal Information to applicable Companies strictly for, and to the extent necessary for, Rewards to be distributed. In addition, you Consent to the applicable Companies "**Processing**" (as defined in POPIA) this Personal Information strictly for, and to the extent necessary for, Rewards to be distributed. The Companies accordingly may not legally Process this Personal Information for any other purpose whatsoever, other than as strictly necessary for the granting and distribution of Rewards. As we are committed to protecting your Personal Information, wherever possible, this information will be provided as de-identified information. For example, we may disclose the branch you work for and the necessary details of the sale, but not your name or contact information.
 - 8.2.1. Notwithstanding the above, you Consent to us providing your Personal Information as strictly necessary to the Companies independent third-party auditors who may need such Personal Information strictly only for the purpose of conducting official audits.
- 8.3. In addition, your Personal Information may be visible to other Users, other branches, and other Companies, in a variety of formats; for example, to compare performance and sales figures (e.g. in leaderboards comparing and ranking Users based on their sales figures, and in leaderboards comparing and ranking branches based on their sales figures), and as a performance management tool (e.g. your employer and Company being able to see your sales information at a glance), and as a business strategy tool (e.g. Companies using your sales information to determine sales trends and modify their strategies), and to view important information (e.g. Companies seeing what market share they hold compared to other Companies in various areas).
- 8.4. You agree that once your Personal Information has been de-identified (i.e. delete any information that identifies you), Personal Information may be shared under the following circumstances:
 - 8.4.1. To our agents, advisers, service providers and suppliers (our SEO agency, creative, brand, digital and media agencies, Microsoft, Google and other research agents);

- 8.4.2. To monitor web traffic: web servers serving the system automatically collect information about pages you visit. This information is used for internal review, to tailor information to individual visitors and for traffic audits;
- 8.4.3. For statistics purposes: we may perform statistical analyses in order to measure interest in the various areas of the system (for product development purposes);
- 8.4.4. To government and law enforcement agencies, where the law requires that we disclose your Personal Information to a party, and where we have reason to believe that a disclosure of Personal Information is necessary to identify, contact or bring legal action against a party who may be in breach of the Privacy Policy or may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other users, or anyone else that could be harmed by such activities.

9. Your rights

9.1. You have the right to:

- 9.1.1. withdraw your Consent for us to Process your Personal Information at any time. The withdrawal of your Consent can only be made by you on condition that the withdrawal of your Consent does not affect:
 - 9.1.1.1. the Processing of your Personal Information where such Processing is necessary for the proper performance of a public law duty by a public body; or
 - 9.1.1.2. the Processing of your Personal Information before the withdrawal of your Consent; or
 - 9.1.1.3. the Processing of your Personal Information as required to finalise the performance of a contract in which you are a party; or
 - 9.1.1.4. the Processing of your Personal Information if the Processing is in compliance with an obligation imposed by law on us; or
 - 9.1.1.5. the Processing of your Personal Information as required to protect your legitimate interests or our own legitimate interests or the legitimate interests of a third party to whom the information is supplied.
- 9.1.2. object to the Processing of your Personal Information at any time, on reasonable grounds relating to your particular situation, unless the Processing is required by law. You can make the objection if the Processing of your Personal Information is not necessary for the proper performance of a public law duty by a public body; or if the Processing of your Personal Information is not necessary to pursue your legitimate interests; our legitimate interests or the legitimate interests of a third party to which the information is supplied;
- 9.1.3. request that we correct, destroy or delete any of your Personal Information that we have Processed in accordance with this policy. The Personal Information that you may request us to correct, destroy or delete is Personal Information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that we are no longer authorised to retain;
- 9.1.4. not to have your Personal Information Processed for purposes of direct marketing by means of unsolicited electronic communications from third parties unknown to you, without your Consent;
- 9.1.5. not to be subjected to a decision which is based solely on the basis of the automated Processing of your Personal Information intended to provide a profile of you.
- 9.1.6. object to the Processing of your Personal Information, at any time, if the Processing is for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications and you have not given your Consent for that Processing.

- 9.1.7. not to be subjected to a decision which is based solely on the basis of the automated Processing of your Personal Information intended to provide a profile of you. Decisions that you may not be subjected to are decisions that result in legal consequences for you or affect you to a substantial degree:
 - a. Without being for the execution of a contract that you have received performance for; or
 - b. Decisions made that are not in terms of law or of a code of conduct that specifies what appropriate measure must be taken to protect your legitimate interests.
- 9.1.8. not to have your Personal Information Processed for purposes of direct marketing by means of unsolicited electronic communications from third parties unknown to you.
- 9.1.9. to institute civil proceedings regarding an alleged interference with the protection of your Personal Information Processed in accordance with this policy.
- 9.1.10. you have the right to submit a complaint to the Information Regulator (once fully operational) regarding an alleged interference with the protection of Personal Information Processed in accordance with this policy.

10. Contact Information

- 10.1. If you have any questions in relation to this Privacy Policy please contact us at the email address displayed on the log in page of the system.
- 10.2. If you currently receive marketing information from us via SMS or email which you would prefer not to receive in the future, please use the opt-out or Unsubscribe link to unsubscribe from the distribution list.

Cookie Policy

Date of last update: 22/01/2025

This Cookie Policy explains how Ignite and its affiliates ("we," "our," or "us") use cookies and similar technologies on our incentivization portals ("Portals"). By using our Portals, you agree to the use of cookies as described in this policy.

1 WHAT ARE COOKIES?

Cookies are small text files placed on your device when you visit a website. They help websites function properly, enhance user experiences, and provide analytics insights. Cookies may collect information such as your device type, browser preferences, and usage patterns.

2 WHY DO WE USE COOKIES?

We use cookies for the following purposes:

- ☐ **Essential Cookies:** To ensure our Portals function correctly and securely.
- ☐ **Performance Cookies:** To analyse usage and improve the performance of our Portals.
- ☐ **Functional Cookies:** To remember your preferences and provide a more personalized experience.
- ☐ **Analytics Cookies:** To understand how users interact with our Portals and enhance usability.

3 TYPES OF COOKIES WE USE

Cookie Type	Purpose	Example
Essential	Security, navigation and accessibility.	Session cookies
Functional	Saving user settings and preferences.	Language preference
Analytics	Tracking visitor behaviour and portal performance.	Google Analytics

4 MANAGING COOKIES

You can control and manage cookies through your browser settings. Most browsers allow you to:

- ☐ **Accept or Reject Cookies:** Choose which types of cookies to allow or block.
 - ☐ **Delete Cookies:** Remove stored cookies from your device.
 - ☐ **Set Preferences:** Enable automatic settings for cookie behaviour.
- Please note that disabling certain cookies may impact the functionality and user experience of our Portals.

5 THIRD-PARTY COOKIES

We may use third-party service providers to support analytics or other services. These providers may set their own cookies on your device. We encourage you to review their cookie policies for more information.

6 CHANGES TO POLICY

We may update this Cookie Policy from time to time. The updated policy will be posted on this page with a new effective date. We encourage you to review this policy periodically to stay informed about how we use cookies.