

SmartWage Terms and Conditions

1. Definitions

“**Advances**” means any and all advances on earned, but in a given Pay Cycle unpaid, salary and wages paid to you on behalf of the Company in accordance with the terms of the Agreement, using the SmartWage Services;

“**Agreement**” means a service agreement, including all annexures, appendices and/or schedules thereto, entered into between SmartWage and the Company which allows SmartWage to provide the Services to you;

“**Company**” means the entity (whether individual or otherwise) at which you are an Employee and who has entered into an Agreement.

“**Employee**” has the definition ascribed to it in section 213 of the Labour Relations Act 66 of 1995, and for the purposes of these Terms and Conditions refers to employees of the Company;

“**Pay Cycle**” means the Company’s established monthly intervals between Pay Days;

“**Pay Day**” is the day of the month on which the Company pays its Employees;

“**Services**” are the services provided by SmartWage to the Company and its Employees;

“**SmartWage**” is a SmartWage (Pty) Ltd, private company incorporated under the laws of South Africa with registration number 2020/132132/07;

“**Terms and Conditions**” means these terms and conditions entered into between SmartWage and Employees in order for Employees to access the Services;

2. Introduction

- 2.1. These Terms and Conditions set out the terms and conditions that apply to the use of SmartWage and any Services that we provide you through our software service.
- 2.2. Please read these Terms and Conditions carefully before you use our Services. Prior to using our Services, we will also ask you to accept these Terms and Conditions that apply to such use.
- 2.3. SmartWage may amend or update these Terms and Conditions from time to time. We will notify you in writing of any changes. Should you continue to use the Services after our Terms and Conditions have changed, it means that

you accept these changes. We encourage you to check these Terms and Conditions frequently to stay up to date. Current and accurate Terms and Conditions are available on our website at www.smartwage.co.za, or can be requested anytime by contacting us on WhatsApp using +27 82 720 9905 or by dialing *120*20030#.

- 2.4. All of our Services are made available to you and other Employees at our sole discretion. Not all of our Services are available to all Employees.
- 2.5. If you do not agree with these Terms, you will not be able to use our Services.

3. Services

- 3.1. The Advances offered as part of our Services are not loans. By accepting these Terms and Conditions, you agree that any Advances you access through the Services are salary and wage advances paid to you on behalf of the Company and are directly deductible from your payslip at the end of the given Pay Cycle. You further acknowledge and agree that any Advances deducted from your payslip by the Company are payable to SmartWage.
- 3.2. SmartWage will take reasonable steps to provide notice of any variations or waivers regarding any fees or charges for the use of the Services, as well as the terms and conditions of any such variation or waiver.
- 3.3. Employees registered for the Services shall have access to Advances with a maximum value of 25% of the net salary or wage earned but as at the date of the request of an Advance, unpaid to them in a given Pay Cycle (the “**Advance Limit**”).
- 3.4. Your Advance Limit is calculated by SmartWage according to the information provided to SmartWage by the Company, and any such calculation shall be final.
- 3.5. Your Company may determine a different Advance Limit for you, provided it does not exceed the maximum value in 3.4.

4. SmartWage Registration

- 4.1. You are only eligible for SmartWage services when there is a valid Agreement between your Employer and SmartWage.
- 4.2. To register for and use SmartWage Services, you will be asked to provide certain personal information which SmartWage requires to provide you with the Services.
- 4.3. As part of the registration process, you agree to us gathering and processing your personal information, and to us and your Company sharing relevant information between each other to enable us to validate your details in order to manage the effective provision of the Services to you.

- 4.4. You agree to SmartWage gathering or accessing further personal information or data, as may be reasonably requested by SmartWage from time to time, in order to ensure the continued effective provision of our Services to you.
- 4.5. Further details about the personal data that we obtain from you (or from third parties, such as your Company) and how we use such data are set out in our Privacy Policy.

5. Personally Identifiable Information

- 5.1. SmartWage undertakes that it will store and process any personally identifiable information which you or your Company provides it with in accordance with its duties as an “Operator” under the Protection of Personal Information Act 4 of 2013.
- 5.2. We will not use, share or process any personally identifiable information for any purpose other than for the provision of our Services.
- 5.3. Any and all personally identifiable information held by SmartWage will be duly deleted, destroyed or anonymised should you choose to permanently terminate your use of the Services, or the Agreement between SmartWage and your Company is terminated.
- 5.4. You agree to allow SmartWage to anonymise (in other words, to remove all identifying features of any personal information, making it aggregated, anonymous and unregulated) any personal information you provide to SmartWage, and to use this anonymised information for any lawful purpose, in perpetuity and in any location, where you expressly understands and agree that you have no further claim or control over such anonymised information once we have so anonymised it.

6. Limitation of Liability

- 6.1. SmartWage shall not be liable for:
 - 6.1.1. any loss, damage or delay whatsoever, including consequential loss, suffered by you resulting from your use of the Services save where such loss is caused by negligence or gross misconduct of SmartWage;
 - 6.1.2. any interruption, disruption or impairment of our Service or any third party services on which we rely for the provision of our Services.
- 6.2. You agree and acknowledge that your use of the Services is at your sole risk.

7. Assignment

- 7.1. You may not transfer or assign any rights or obligations you may have under these Terms and Conditions to any other person without our prior written consent.

8. Governing Law

- 8.1. These Terms and Conditions are governed in all respects by the laws of South Africa.

These Terms and Conditions are effective from 26/09/2020