SPUDZ INVESTMENTS HOLDINGS (PTY) LTD

WEBSITE POLICIES AND LEGAL COMPLIANCE FRAMEWORK

Company Registration Number: 2017/433157/07
Version: 1.0
Effective / Review Date: 15 August 2026
Status: Draft for final legal review, approval and publication

This document contains the Terms and Conditions, Privacy Policy, Returns and Refunds Policy, Shipping and Delivery Policy, and the supporting compliance standards applicable to SPUDZ digital and customer-facing activities.

Important: The verified physical/legal-service address and registered Information Officer details must be inserted before external publication. The document should be reviewed by a qualified South African legal practitioner before final reliance.

DOCUMENT INFORMATION

Legal entity: SPUDZ Investments Holdings (Pty) Ltd

Registration number: 2017/433157/07

Website: www.spudzinvestments.org

Primary legal/privacy email: sibusiso@spudzinvestments.co.za

Mobile: +27 82 587 2776

Physical and legal-service address: [Insert verified current physical address and address for service of legal documents before publication]

Information Officer: [Confirm and insert registered Information Officer details before publication]

PURPOSE AND SCOPE

This framework is intended to provide a single, consistent set of public-facing policies for SPUDZ Investments Holdings. It applies, where relevant, to the corporate website, digital platforms, mobile applications, booking systems, marketplace and ordering functions, customer support channels, programme portals, payment interfaces, Foodpreneurship and Deliverypreneurship activities, suppliers, merchants, beneficiaries, customers, corporate and government programmes, and related digital services.

The policies are designed to operate together. The Terms and Conditions are the master commercial terms; the Privacy Policy governs personal information and cookies; the Returns and Refunds Policy governs cancellations, defective goods and remedies; and the Shipping and Delivery Policy governs fulfilment and delivery.

CONTENTS

PART 1 - TERMS AND CONDITIONS

1. Introduction and acceptance

SPUDZ Investments Holdings (Pty) Ltd operates a technology-enabled enterprise, workforce, commerce and delivery ecosystem. The ecosystem may connect customers, Foodpreneurs, Deliverypreneurs, suppliers, employees, work seekers, corporate and government clients, programme beneficiaries, payment service providers and other approved partners.

These Terms govern access to and use of SPUDZ websites, the SPUDZ Ecosystem Platform, mobile applications, digital marketplace, ordering tools, dashboards, programme portals, AI-enabled services and related support channels. By registering, browsing, placing an order, submitting information, participating in a programme or using a SPUDZ service, the user accepts these Terms. A person acting for an organisation confirms that they have authority to do so.

2. Company and supplier information

Service provider: SPUDZ Investments Holdings (Pty) Ltd Registration number: 2017/433157/07 Country of incorporation: South Africa Primary websites: www.spudzinvestments.org and www.spudzservices.org Executive contact: Sibusiso Mathe, Chief Executive Officer and Director Email: sibusiso@spudzinvestments.co.za Mobile: +27 82 587 2776

PRE-PUBLICATION VERIFICATION: The current physical address and address for service of legal documents must be verified against the current official company record before publication.

Any accreditation, professional membership, code-of-conduct or regulatory information applicable to a specific service must be disclosed on the relevant SPUDZ accreditation/service page or transaction documentation where required.

3. User categories

- Consumers and customers purchasing goods or services.
- Foodpreneurs, merchants, vendors and enterprise beneficiaries.
- Deliverypreneurs and logistics partners.
- Suppliers, manufacturers, wholesalers and service providers.
- Work seekers, learners, employees and programme participants.
- Corporate, government, municipal, donor, NGO and development-agency clients.
- Authorised administrators, staff, consultants and ecosystem partners.

4. Accounts and security

Users must provide accurate information, keep credentials confidential and promptly report suspected unauthorised access. SPUDZ may apply identity, role, tenant, device, multi-factor or risk-based controls. A user remains responsible for account activity unless compromise is promptly reported and the activity occurred without the user's fault.

5. Products, services and marketplace

Product availability, pricing, delivery coverage and service functionality may vary by location, supplier, programme, user role and operational readiness. Images may be illustrative, but material descriptions must be accurate.

Where a third-party merchant supplies goods, that merchant remains responsible for product quality, lawful labelling, stock accuracy and compliance, while SPUDZ provides the enabling platform and agreed operational support.

6. Orders and electronic contracting

An order is an offer to purchase. Acceptance occurs when SPUDZ or the relevant merchant confirms the order or begins fulfilment. An automated acknowledgement does not necessarily constitute final acceptance.

Before completing an electronic transaction, the customer should have a reasonable opportunity to review the transaction, correct material errors and decide whether to proceed. SPUDZ may reject or cancel an order for lawful reasons such as stock shortage, pricing error, suspected fraud, prohibited transaction, delivery constraint or materially incorrect customer information. Amounts already collected are handled under the applicable refund rules and law.

7. Prices, taxes and fees

Prices are displayed in South African rand unless stated otherwise. Applicable VAT, delivery fees, service fees, platform charges or other disclosed costs will be shown before payment confirmation. Foodpreneurs, Deliverypreneurs and suppliers may be subject to separate commercial schedules, commissions, rebates, settlement rules or programme terms.

8. Payments and settlement

Payment providers

SPUDZ may integrate with authorised banks, payment gateways and financial-technology providers, including PayFast, Ozow or alternative providers where activated by SPUDZ. A provider's own terms, security and privacy requirements may also apply. SPUDZ does not require customers to disclose online-banking passwords or one-time PINs directly to SPUDZ personnel.

Authorisation and settlement

An approved payment instruction may remain subject to final settlement, fraud controls, bank availability and reconciliation. Orders may be held until payment is verified. A payment displaying as pending does not guarantee completed settlement.

Fees and allocation

Applicable product, delivery, platform, service or merchant fees will be disclosed. Ecosystem payments may be allocated among the merchant, supplier, Deliverypreneur and SPUDZ in accordance with the relevant commercial agreement.

Failed, duplicate or reversed payments

A customer should not repeat a payment while its status remains pending unless instructed. Suspected duplicate payments will be reconciled and refunded where confirmed.

Fraud prevention

SPUDZ and its providers may perform identity, device, transaction, sanctions, fraud and risk checks. Suspicious transactions may be delayed, declined, reported or investigated where lawful.

Merchant settlements

Foodpreneur, Deliverypreneur and supplier settlements are subject to verified fulfilment, reconciliation, dispute holds, lawful deductions, tax records and the applicable settlement schedule.

Refunds and chargebacks

Refunds are governed by the Returns & Refunds Policy . Chargebacks, reversals and bank disputes may be handled under the applicable merchant agreement and law.

SPUDZ Pay development status

Any future wallet, escrow, split-payment, payout, stored-value or financial-service functionality will be launched only after required commercial, legal, banking, regulatory, security and provider approvals. No wording in these Terms means that SPUDZ accepts deposits or conducts regulated financial services before required authorisation.

9. Delivery and fulfilment

Detailed fulfilment rules are governed by the Shipping & Delivery Policy . Delivery timeframes are estimates unless a fixed commitment is expressly confirmed. Customers must provide an accessible address and be available to receive an order.

Food, temperature-sensitive goods, medicines and regulated products may be subject to additional eligibility, handling, verification and safety requirements.

10. Cancellations, returns and refunds

Cancellations, cooling-off rights, defective goods, returns, repairs, replacements and refunds are governed by the Returns & Refunds Policy and mandatory consumer rights.

11. Programmes and enterprise services

Admission to a SPUDZ programme does not guarantee funding, employment, income, sales, procurement, accreditation, graduation or commercial success unless expressly stated in a signed agreement. Stipends, starter stock, assets, learning interventions and enterprise support remain subject to funder rules, verification, attendance, performance, budgets and lawful programme controls.

12. Intellectual property

SPUDZ owns or licenses its platform, software, workflows, branding, content, databases, reports, programme designs, AI configurations and related intellectual property. No rights are transferred except the limited right to use the service for its intended purpose. Users retain ownership of lawful user content but grant SPUDZ the limited rights reasonably necessary to host, process, display, secure, audit and provide the service.

13. Artificial intelligence and automated assistance

AI-generated outputs are decision-support tools and may contain errors. They do not replace professional legal, medical, financial, tax, employment or regulatory advice. High-impact decisions should be reviewed by an authorised human decision-maker where required.

14. Prohibited use

- Fraud, impersonation, money laundering, unlawful trade or deceptive conduct.
- Uploading malicious code, attempting unauthorised access or disrupting services.
- Misusing personal, confidential or intellectual-property information.
- Manipulating orders, delivery evidence, attendance, assessments, payroll, reports or audit records.
- Using SPUDZ systems for discriminatory, abusive, exploitative or unlawful conduct.

15. Suspension and termination

SPUDZ may restrict, suspend or terminate access where reasonably necessary to protect users, the platform, funders, clients or the public; investigate suspected misconduct; comply with law; or enforce an agreement. Where appropriate, notice and an opportunity to respond will be provided.

16. Availability, performance and changes

For qualifying electronic transactions, SPUDZ will execute an order within the period agreed with the customer and, where no different period has been agreed, within 30 days after receiving the order as required by applicable electronic-transactions law. Where SPUDZ cannot perform because goods or services are unavailable, the customer will be informed and any refund due will be processed within the period required by law.

SPUDZ aims to maintain reliable services but does not warrant uninterrupted availability. Planned maintenance, connectivity failures, supplier outages, cybersecurity incidents, force majeure and third-party failures may affect services. SPUDZ may improve or change functionality provided material changes do not unlawfully remove accrued rights.

17. Liability

Nothing excludes liability that cannot lawfully be excluded. Subject to that limitation, any limitation of liability must be interpreted fairly and consistently with applicable South African consumer law.

18. Complaints and disputes

Complaints may be sent to sibusiso@spudzinvestments.co.za with the relevant account, order or transaction reference and supporting evidence. The parties should first attempt good-faith resolution. Consumers remain entitled to approach relevant regulators, ombuds, tribunals or courts where applicable.

19. Records and electronic terms

Where required, customers should be able to access or retain these Terms and transaction information electronically. SPUDZ may maintain appropriate electronic records for security, audit, transaction, contractual and legal purposes.

20. Governing law

These Terms are governed by South African law, including mandatory rights under applicable consumer, electronic-transactions, privacy, cybercrime, food-safety and related legislation. A mandatory legal right that provides greater protection prevails over inconsistent wording in these Terms.

21. Contact

SPUDZ Investments Holdings (Pty) Ltd · Registration 2017/433157/07 · sibusiso@spudzinvestments.co.za · +27 82 587 2776 · www.spudzinvestments.org

PART 2 - PRIVACY POLICY

1. Purpose

SPUDZ Investments Holdings (Pty) Ltd operates a technology-enabled enterprise, workforce, commerce and delivery ecosystem connecting customers, Foodpreneurs, Deliverypreneurs, suppliers, employees, work seekers, corporate and government clients, programme beneficiaries, payment providers and approved partners. This Policy explains how SPUDZ collects, uses, stores, shares, secures and disposes of personal information and how data subjects may exercise their rights.

2. Responsible party

For processing performed for SPUDZ's own purposes, the responsible party is SPUDZ Investments Holdings (Pty) Ltd. In client-managed programmes, SPUDZ may act as an operator under a client's documented instructions or as a joint responsible party where purposes are jointly determined.

3. Personal information collected

- Identity and contact information, including names, identity or registration numbers, addresses, telephone numbers and email addresses.
- Account, authentication, role, device, IP address, log and security information.
- Programme, recruitment, employment, learning, attendance, assessment and enterprise-development records.
- Orders, deliveries, customer support, supplier, inventory and transaction information.
- Banking and payment-related information, although full banking credentials are generally processed by authorised payment providers.
- Location information where required for delivery, field implementation, attendance or fraud prevention.
- Images, recordings, signatures, documents and evidence uploaded by users.
- Special personal information only where lawful, necessary and appropriately safeguarded.
- Information concerning children only where lawful authority, consent or another valid legal basis exists.

4. Sources

- Directly from the data subject or authorised representative.
- From employers, funders, clients, partners, suppliers, learning institutions, government bodies or public records where lawful.
- From platform usage, cookies, devices, support interactions and security systems.
- From approved third-party verification, payment, screening, identity or fraud-prevention services.

5. Purposes of processing

- Creating and managing accounts, roles and permissions.
- Delivering programmes, recruitment, learning, enterprise support and client implementation.
- Processing orders, payments, deliveries, settlements, refunds and support requests.
- Managing suppliers, inventory, compliance, food safety and quality assurance.
- Monitoring performance, preventing fraud, securing systems and maintaining audit trails.
- Producing authorised dashboards, reports, analytics and evidence.
- Meeting legal, tax, labour, financial, contractual, accreditation and regulatory obligations.
- Communicating service messages and, where permitted, marketing opportunities.
- Improving the platform, including responsible use of aggregated or de-identified data.

6. Lawful grounds

SPUDZ processes personal information on one or more lawful grounds, including consent, performance of a contract, compliance with law, protection of legitimate interests, protection of a data subject's legitimate interests, or performance of a public-law duty where applicable.

7. Direct marketing

Electronic direct marketing will be conducted in accordance with applicable privacy law. Existing customers may receive communications about similar services where permitted and given a clear opportunity to opt out. Prospective customers will be contacted only where consent or another lawful basis exists.

8. Sharing

- Authorised SPUDZ companies, staff and service providers.
- Website, hosting and communications providers, including Wix where used.
- Payment providers, including PayFast, Ozow or other authorised processors where activated for a transaction.
- Corporate, government, municipal, funder or programme clients, subject to role and contractual controls.
- Payment providers, banks, delivery partners, suppliers and verification providers necessary to complete a transaction.
- Professional advisers, auditors, insurers, regulators, law-enforcement bodies or courts where lawful.

SPUDZ does not sell personal information as a standalone commercial database without a lawful basis and appropriate transparency.

9. Cross-border transfers

Where information is transferred outside South Africa, SPUDZ will apply applicable POPIA requirements and appropriate contractual, legal or organisational safeguards.

10. Retention

Personal information is retained only for as long as reasonably necessary for the stated purpose, contractual requirements, audit, tax, labour, accreditation, litigation, funder or statutory obligations. Records are securely deleted, destroyed or de-identified when no longer required.

11. Security safeguards

- Role-based access, authentication, least-privilege controls and audit logging.
- Encryption or secure transmission where appropriate.
- Backups, monitoring, vulnerability management and incident response.
- Supplier and operator confidentiality and security obligations.
- Physical, administrative and technical controls proportionate to risk.

12. Security incidents

SPUDZ will assess suspected compromises and notify the Information Regulator and affected data subjects where required by applicable law, subject to lawful restrictions.

13. Data subject rights

- Request confirmation of whether SPUDZ holds personal information.
- Request access to or correction of personal information.
- Object to processing in appropriate circumstances.
- Withdraw consent where processing is based on consent.
- Request deletion where SPUDZ has no lawful reason to retain the information.
- Complain to SPUDZ or the Information Regulator.

14. Automated processing and AI

SPUDZ may use automation and AI to assist with recommendations, matching, risk flags, document processing, support and analytics. SPUDZ will not rely solely on automated processing for a decision that has a substantial adverse legal effect unless lawfully permitted and appropriate safeguards, explanation and human review are available.

15. Cookies and analytics

What cookies are

Cookies are small files or similar technologies placed on a device to enable functionality, security, preferences, measurement and communications.

Categories

- Strictly necessary cookies for login, security, session continuity and fraud prevention.
- Preference cookies for language, role, tenant and display choices.
- Analytics cookies for aggregated service performance and usage measurement.
- Marketing cookies only where lawful consent or another valid basis exists.
- Third-party cookies used by approved hosting, payment, support, analytics or embedded-service providers.

Consent and controls

Non-essential cookies should be activated only after appropriate notice and consent where required. Users may withdraw or change consent through available controls and may block or delete cookies using browser settings. Disabling necessary cookies may prevent login, ordering, payments or secure platform functions.

Retention

Cookie retention varies by purpose. Personal information obtained through cookies is handled under this Privacy Policy.

16. Information Officer and requests

Privacy and access requests may be submitted to sibusiso@spudzinvestments.co.za.

PRE-PUBLICATION VERIFICATION: The registered Information Officer details and PAIA Manual publication status must be confirmed before publication.

17. Legal framework

This Policy is intended to operate consistently with applicable South African privacy, consumer, electronic-transactions, cybercrime, food-safety and related laws. Where a mandatory legal right gives a data subject greater protection, that right prevails.

PART 3 - RETURNS, REFUNDS AND CANCELLATION POLICY

1. Purpose

This Policy explains how SPUDZ handles cancellations, returns, repairs, replacements, credits and refunds while preserving mandatory consumer rights.

2. Order cancellation before fulfilment

A customer may request cancellation before the merchant begins preparation, dispatch or performance. Where cancellation is operationally possible, amounts paid will be refunded, less only lawful and clearly disclosed deductions.

3. Electronic transaction cooling-off rights

Where section 44 of the Electronic Communications and Transactions Act applies, a consumer may cancel a qualifying electronic transaction without reason or penalty within seven days after receiving goods, or within seven days after concluding an agreement for services. The consumer may be responsible only for the direct cost of returning goods where the Act permits this. If payment has already been made, any statutory refund must be processed within the period required by law.

These general electronic cooling-off rights do not apply to every transaction. Statutory exclusions include, among others, certain financial services, auctions, everyday foodstuffs or beverages supplied to a home, residence or workplace, services that began with the consumer's consent before the end of the cooling-off period, customised or personalised goods, goods that cannot be returned by their nature or deteriorate rapidly, certain unsealed software/media, and specified accommodation, transport, catering or leisure services.

Other rights under the Consumer Protection Act or other applicable law may still apply even where the ECTA cooling-off right does not.

4. Defective, unsafe or unsuitable goods

Consumers retain the applicable implied-warranty and quality rights provided by South African consumer law. In general, qualifying defective or poor-quality goods may be returned within the six-month statutory implied-warranty period for the remedy available under the Consumer Protection Act, subject to the Act and the circumstances of the transaction.

This statutory protection is separate from any additional supplier or manufacturer warranty and does not cover damage caused by misuse, unauthorised alteration or other circumstances lawfully excluded from the supplier's responsibility.

5. Incorrect or incomplete orders

Where the customer receives an incorrect item, an item is missing, or the quantity materially differs from the confirmed order, SPUDZ or the responsible merchant will investigate and provide replacement, credit or refund as appropriate.

6. Perishable food

Quality complaints involving perishable goods should be reported immediately, preferably within 24 hours, with photographs and the order reference. Returns may be refused where deterioration resulted from delayed reporting, improper storage, customer mishandling or failed delivery caused by the customer, without limiting statutory rights.

7. Non-returnable categories

- Goods that cannot lawfully be returned for health or hygiene reasons after opening.
- Customised or personalised goods where a lawful exception applies.
- Perishable goods that expired or deteriorated for reasons not attributable to the supplier.

- Digital content, licences or services already fully supplied with the consumer's consent where statutory cancellation rights no longer apply.
- Goods damaged through misuse, unauthorised modification or failure to follow instructions.

8. Refund method and timing

Approved refunds are ordinarily made to the original payment method. Processing time depends on the payment provider and bank. SPUDZ will initiate an approved refund within a reasonable period and provide confirmation where available.

9. Delivery fees

Delivery fees will be refunded where required by law or where non-delivery, incorrect delivery or defective supply is attributable to SPUDZ, the merchant or delivery network. Fees may be retained where a failed delivery was caused by the customer, subject to applicable law.

10. Chargebacks and disputes

Customers should first contact SPUDZ to resolve a payment dispute. Fraudulent or abusive chargebacks may result in account restriction, recovery action or reporting to relevant providers or authorities where lawful.

11. How to request a remedy

Send the order or transaction reference, reason, requested remedy and supporting evidence to sibusiso@spudzinvestments.co.za. SPUDZ may request that goods be preserved or returned for inspection where appropriate.

12. Legal framework

This Policy is intended to operate consistently with mandatory South African consumer and electronic-transactions rights. A mandatory legal right providing greater protection prevails over inconsistent wording in this Policy.

PART 4 - SHIPPING AND DELIVERY POLICY

1. Scope

This Policy applies to deliveries arranged through SPUDZ websites, the ecosystem platform, mobile application, customer-support channels and participating Foodpreneurs, Deliverypreneurs, suppliers or merchants.

2. Delivery areas

Availability is determined by serviceable zones, merchant coverage, stock location, rider capacity, safety, product type and operational readiness. An address being accepted by a platform does not guarantee delivery until the order is confirmed.

3. Delivery timeframes

Displayed times are estimates unless expressly stated as guaranteed. Delays may arise from stock preparation, traffic, weather, security, electricity or network outages, customer availability or force majeure. Customers will be informed of material delays where contact details and systems permit.

4. Delivery fees

Fees are disclosed before payment and may depend on distance, basket size, urgency, product handling, time, tolls, service zone or promotional arrangements.

5. Customer responsibilities

- Provide a complete and accurate address, contact number and delivery instructions.
- Ensure safe and lawful access to the delivery point.
- Be available to receive the order and provide required identity, age or authorisation verification.
- Inspect the order promptly and report visible shortages, damage or temperature concerns.

6. Proof of delivery

Proof may include a one-time PIN, signature, photograph, geolocation, scan, recipient name, timestamp or platform confirmation. Personal information used as proof is processed under the Privacy Policy .

7. Failed delivery

Where delivery fails because of an incorrect address, inaccessible premises, unavailable recipient, refused verification or unsafe conditions, SPUDZ may return the order, arrange redelivery and charge a reasonable disclosed fee. Perishable goods may not qualify for a refund where the failure was caused by the customer, subject to mandatory rights.

8. Food and temperature-sensitive products

Foodpreneurs, suppliers and Deliverypreneurs must follow applicable hygiene, packaging, temperature-control and food-safety requirements. Customers should refrigerate or consume products within appropriate periods. Suspected spoilage, broken seals, contamination or temperature abuse should be reported immediately and the goods and packaging retained for investigation where safe.

9. Medicines and regulated goods

Medication or other regulated deliveries will be activated only under lawful arrangements and may require prescription, identity, recipient, chain-of-custody or professional verification. The platform does not replace professional medical advice.

10. Missing, damaged or incorrect items

The customer should report the issue as soon as reasonably possible, preferably within 24 hours for food or delivery discrepancies, with the order number and supporting evidence. SPUDZ or the merchant will investigate and provide the remedy required by law and the Returns & Refunds Policy .

11. Contactless and unattended delivery

Unattended delivery occurs only where offered and requested. Risk may pass when an order is placed at the agreed location and recorded, except where law provides otherwise.

12. Deliverypreneur status and conduct

Deliverypreneurs may operate as employees, contractors, programme participants or independent enterprises depending on the applicable agreement. They must comply with safety, customer-service, confidentiality, road-traffic, insurance, equipment and proof-of-delivery requirements.

13. Complaints

Delivery complaints should be submitted to sibusiso@spudzinvestments.co.za with the order reference, date, address and supporting evidence.

14. Legal framework

This Policy is intended to operate consistently with mandatory South African consumer, electronic-transactions, privacy, food-safety, road-traffic and other applicable requirements. A mandatory legal right providing greater protection prevails.

PART 5 - APPLICABLE LEGAL, REGULATORY AND INDUSTRY STANDARDS

This framework is intended to operate consistently with the following South African laws, regulations and recognised industry standards, as amended from time to time. Where a mandatory law provides greater protection than this document, the law prevails.

5.1 Electronic Communications and Transactions Act 25 of 2002 (ECTA)

ECTA regulates electronic transactions and contains consumer-protection duties for suppliers offering goods or services online. SPUDZ must ensure that electronic transaction pages make the legally required supplier and transaction information available, give consumers an opportunity to review and correct an order before final submission, use sufficiently secure payment systems, and comply with applicable cooling-off and performance rules.

For qualifying electronic transactions, the following key rules apply:

- The supplier must make required identity, legal status and contact information available on the website.
- Material descriptions of goods or services, the full price including applicable taxes and relevant delivery or transport charges, payment methods, transaction terms, delivery or performance timing, record-access arrangements, return/refund rules, privacy/security procedures and applicable cooling-off rights must be disclosed.
- Before finally placing an order, a consumer must have a reasonable opportunity to review the entire electronic transaction, correct mistakes and withdraw from the transaction.
- Where section 44 applies, a consumer may cancel qualifying goods transactions within seven days after receipt and qualifying service transactions within seven days after conclusion, subject to statutory exclusions.
- If a qualifying section 44 cancellation occurs after payment, the statutory refund must be made within 30 days of cancellation.
- Section 44 does not apply to all electronic transactions. Statutory exclusions include specified categories such as certain financial services, auctions, everyday food and beverages delivered to a home/residence/workplace, certain services commenced with consent, personalised or rapidly deteriorating goods, unsealed software/media and specified accommodation, transport, catering or leisure services.
- Unless the parties agree otherwise, an online order must generally be executed within 30 days. Where goods or services are unavailable, the consumer must be notified and any statutory refund must be processed within the required period.

5.2 Consumer Protection Act 68 of 2008 (CPA) and Consumer Protection Regulations

The CPA establishes national standards for fair consumer transactions, information, marketing, service quality, product quality and consumer remedies. SPUDZ must not use terms that unlawfully waive consumer rights or avoid statutory obligations.

- Goods supplied to consumers must meet applicable requirements of quality, safety, suitability and durability.
- For qualifying failed, unsafe or defective goods, the CPA provides an implied six-month warranty framework under which the consumer may be entitled to return the goods and elect the remedy available under the Act.
- Services must be performed in a timely manner and with the quality that consumers are generally entitled to expect, subject to the circumstances and any lawful agreement.
- Cancellation charges for advance bookings or reservations must be reasonable where the CPA applies.
- Prices, material terms, limitations and risks must be disclosed clearly and fairly.
- Unfair, unreasonable or unjust terms, misleading representations and prohibited waivers of statutory rights must not be used.
- Product-safety, recall and incident obligations must be observed where applicable.

5.3 Protection of Personal Information Act 4 of 2013 (POPIA) and Regulations, as amended

POPIA establishes minimum requirements for lawful processing of personal information by public and private bodies. SPUDZ must implement the eight conditions for lawful processing: accountability; processing limitation; purpose specification; further processing limitation; information quality; openness; security safeguards; and data-subject participation.

- Personal information must be collected and processed for lawful, specific and legitimate purposes and only to the extent necessary.
- Data subjects must receive appropriate privacy notices describing the responsible party, purposes, categories of information, recipients, rights and complaint routes.
- Special personal information and information relating to children must only be processed where a lawful basis or authorisation exists and appropriate safeguards are implemented.
- Direct marketing by electronic communications must comply with POPIA and provide an appropriate opt-out mechanism.
- Appropriate technical and organisational safeguards must protect the confidentiality and integrity of personal information.
- Security compromises involving personal information must be investigated and reported/notified in accordance with POPIA and applicable Information Regulator requirements.
- Automated decision-making and AI use must be controlled so that high-impact decisions are not made solely by automation where this would contravene POPIA.
- Cross-border transfers of personal information must meet POPIA requirements.
- Data subjects must be able to exercise access, correction, objection and other rights available under POPIA.
- The Information Officer and any Deputy Information Officers must be properly appointed/registered and their duties carried out in accordance with applicable law and regulations.

5.4 Promotion of Access to Information Act 2 of 2000 (PAIA) and 2021 Regulations

PAIA gives effect to rights of access to records held by public and private bodies in specified circumstances. SPUDZ must maintain an appropriate PAIA Manual, make it available as required, maintain applicable request procedures and forms, and ensure that the Information Officer function is capable of handling lawful access requests.

- Maintain an up-to-date PAIA Manual appropriate to the company and make it accessible through the website and other legally required channels.
- Describe categories of records, request procedures, fees where applicable, and Information Officer contact details.
- Process access requests in accordance with statutory grounds, timelines, procedural protections and lawful refusal grounds.
- Align PAIA processes with POPIA data-subject access and correction rights.

5.5 Cybercrimes Act 19 of 2020

The Cybercrimes Act criminalises specified unlawful access, interference, data-related offences and harmful data-message conduct. SPUDZ systems, staff and users must not facilitate cybercrime, and SPUDZ must maintain incident response, evidence preservation and cooperation procedures where required by law.

5.6 Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 and food-control regulations

Where SPUDZ, Foodpreneurs, merchants, suppliers or Deliverypreneurs manufacture, prepare, pack, store, market, sell or transport food, applicable food-control requirements must be observed. These include the National Department of Health food-control framework and product-specific regulations.

- Regulations governing general hygiene requirements for food premises, the transport of food and related matters (R638 of 22 June 2018).
- Applicable food labelling and advertising requirements, including the relevant labelling regulations and amendments.
- Applicable microbiological, contamination, temperature-control, perishable-food, milk/dairy, processed-food and other product-specific requirements.
- Any applicable certificate, inspection, municipal health, storage, traceability, recall or food-safety requirements relevant to the premises, product or delivery model.

5.7 Payment security and PCI DSS

Where SPUDZ systems store, process or transmit payment-card account data, or can affect the security of the cardholder-data environment, the applicable Payment Card Industry Data Security Standard (PCI DSS) requirements should be followed. As at August 2026, PCI DSS v4.0.1 is the current published standard. SPUDZ should minimise payment-card scope by using authorised hosted or redirect payment providers and should not store sensitive authentication credentials unless specifically authorised and compliant.

5.8 Other laws that may apply depending on the transaction

- National Credit Act 34 of 2005, if SPUDZ itself enters into regulated credit agreements or provides regulated credit.
- Financial Intelligence Centre Act 38 of 2001, where any SPUDZ activity falls within an accountable-institution or reporting obligation.
- Medicines and Related Substances Act 101 of 1965 and related rules, if regulated medicines or health products are ever supplied or delivered.
- Tax legislation, VAT requirements, electronic invoicing and record-retention requirements applicable to the relevant transaction.
- Labour, skills development, education/training, B-BBEE, sector accreditation and funding rules applicable to specific SPUDZ programmes.
- Municipal by-laws, environmental health, transport, road-traffic and trading requirements applicable to physical operations and deliveries.

PART 6 - OPERATIONAL COMPLIANCE STANDARDS

The following controls form part of the implementation standard for these policies and should be maintained across the SPUDZ website, digital platforms, applications and operational processes.

6.1 Website and e-commerce disclosure controls

- Keep the Terms and Conditions, Privacy Policy, Returns and Refunds Policy, and Shipping and Delivery Policy accessible without login.
- Display the verified legal entity name, registration number, physical/legal-service address, email, telephone number and website contact details.
- Display material prices, fees, delivery charges and taxes before payment confirmation.
- Give the customer an opportunity to review and correct an order before final submission.
- Maintain a transaction record that can be accessed or provided where legally required.
- Make applicable policies accessible from the global footer and, where relevant, from checkout/payment flows.
- Maintain version numbers and effective/review dates for public policies.

6.2 Privacy and data-governance controls

- Maintain a current register of systems, personal-information categories, purposes, operators/processors and data flows.
- Apply role-based access, least-privilege permissions and appropriate authentication.
- Maintain retention and secure-disposal rules for customer, beneficiary, employee, supplier, transaction and audit data.
- Use data-processing/operator agreements with third parties where required.
- Maintain a breach/security-compromise response procedure and evidence log.
- Keep direct-marketing consent/opt-out records where applicable.
- Keep a current cookie/tracking register and obtain consent for non-essential technologies where required.
- Conduct privacy impact/risk assessments for new high-risk systems, AI use cases or material changes.

6.3 Payment and financial controls

- Use authorised payment providers and secure integrations.
- Do not request or store customers' online-banking passwords, PINs or one-time authentication credentials.
- Reconcile payment confirmations, pending payments, duplicates, reversals and refunds.
- Keep payment-provider contracts, settlement schedules and dispute procedures current.
- Do not launch wallet, escrow, stored-value, lending or other potentially regulated financial functionality until required legal, banking, security and regulatory approvals have been obtained.

6.4 Returns, complaints and consumer-remedy controls

- Maintain a consistent process for receiving, logging, investigating and resolving complaints.
- Keep evidence of orders, proof of delivery, product condition and customer communications where reasonably required.
- Do not use internal policies to remove mandatory statutory consumer rights.
- Escalate food-safety, product-safety, suspected fraud, serious injury or regulatory complaints promptly.
- Track refund approvals and completion through the original payment channel where reasonably possible.

6.5 Delivery and food-safety controls

- Use clear serviceable delivery zones and transparent delivery charges.
- Maintain proof-of-delivery and failed-delivery records.
- Apply safe food handling, storage, packaging and temperature-control rules appropriate to the product.

- Ensure Deliverypreneurs and delivery partners comply with road-safety, customer-service, confidentiality and proof-of-delivery rules.
- Maintain procedures for missing, damaged, incorrect, spoiled or temperature-abused goods.
- Maintain traceability and escalation procedures for food-safety incidents and recalls where applicable.

6.6 AI and automated-processing controls

- Clearly distinguish AI-assisted outputs from professional legal, medical, tax, financial or regulatory advice.
- Require human review for high-impact decisions affecting employment, programme eligibility, funding, credit, disciplinary outcomes or other material rights where appropriate.
- Protect confidential, personal and commercially sensitive information when using AI systems.
- Maintain appropriate logging, access controls and review processes for material AI workflows.
- Do not allow AI systems to bypass contractual approvals, financial controls, procurement controls or delegated authority.

PART 7 - REVIEW, APPROVAL AND PUBLICATION CONTROLS

These policies should be reviewed at least annually and whenever there is a material change in law, payment providers, website functionality, mobile applications, the SPUDZ Ecosystem Platform, programme structures, personal-information processing, AI use, products, delivery operations or commercial models.

Before publication, the following items must be confirmed:

- The current physical address and address for service of legal documents for SPUDZ Investments Holdings (Pty) Ltd, registration 2017/433157/07.
- The current directors/office-bearer disclosures required for the website and legal notices.
- The registered Information Officer and any Deputy Information Officer details.
- The current PAIA Manual and its website availability.
- The actual payment providers activated on the relevant website or transaction flow.
- The actual cookie, analytics, advertising, remarketing, maps, CAPTCHA, CRM, hosting, email and AI providers in use.
- The current delivery areas, delivery charges, fulfilment periods and operational return processes.
- Any current accreditations, professional memberships or codes of conduct represented on the website.
- Final review and approval by authorised management and a qualified South African legal practitioner.

LEGAL AND REGULATORY SOURCES CHECKED

The legal framework in this document was checked against official or authoritative South African sources available as at 15 August 2026, including the South African Government, Department of Justice and Constitutional Development, Information Regulator, National Department of Health, and the PCI Security Standards Council.

- Electronic Communications and Transactions Act 25 of 2002, as amended.
- Consumer Protection Act 68 of 2008 and applicable regulations.
- Protection of Personal Information Act 4 of 2013 and POPIA Regulations, including the 2025 amendments.
- Promotion of Access to Information Act 2 of 2000 and the 2021 PAIA Regulations.
- Cybercrimes Act 19 of 2020.
- Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 and applicable food-control regulations, including R638 of 2018.
- PCI Data Security Standard (PCI DSS) v4.0.1.

APPROVAL

Approved by: ____

Capacity: ____

Signature: ____

Date: ____

Legal review by: _______________________________________

Date of legal review: ___________________________________