

Marketing and Communications Policy and Code of Conduct

OHMI Coffee Co (Pty) Ltd · Registration number 2024/665206/07

Applies to every Member and every Affiliate

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1. Our messages to you

1.1 We send transactional messages about your account, your orders and your activity. These are not marketing and you cannot opt out of them while you have an account.

1.2 We send marketing messages only on a channel you have opted in to. You may withdraw consent at any time in the app or by reply, and we will stop on every channel at once. We do not require marketing consent as a condition of anything.

1.3 We do not sell or rent your details to anybody. Our registration with the National Consumer Commission as a direct marketer and our membership of the Direct Marketing Association of South Africa are in progress; on completion we will follow the DMASA code and screen against its Do Not Contact list.

2. What an Affiliate may say

2.1 You may describe our coffee using the descriptions, tasting notes and cup scores we publish. You may say that OHMI is a South African specialty coffee company based in Strand, Western Cape; that membership is free and open to anyone eighteen or older; that a fixed amount from every kilogram of coffee funds meals for children through the OHMI Foundation; and that Affiliates earn a fixed cash amount on coffee their customers buy, as the Compensation Schedule sets out.

2.2 On travel and rewards you may say that OHMI may award Lifestyle Bux; that Lifestyle Bux may be put toward travel either by claiming an approved amount back or by applying a balance to a trip OHMI arranges; and that a balance left unused for ninety days after the last order is paid out in cash. Travel may never be described as an entitlement, as something a Member will receive, or as a reason to join or to buy.

2.3 You may give a person your link, your code and, where you have one, your shop link.

3. What an Affiliate may not say

3.1 You may not state or imply any amount that a person will, could or typically does earn. You may quote the fixed amount a single sale earns, as the Compensation Schedule sets it out, but you may not multiply it into an amount a person will or could earn in a week, a month or a year, and you may not quote what you or anybody else has earned.

3.2 You may not describe OHMI as an investment, a business opportunity with a projected return, a way to financial freedom, a substitute for employment, or a scheme in which joining or introducing people earns anything.

3.3 You may not promise, guarantee or imply that any person will receive a trip, a holiday, a flight, an amount of Lifestyle Bux, or any other reward. You may not name a destination as something a member will get, put a rand value on a balance as though it were money, or suggest that buying or introducing people entitles anybody to travel.

3.4 You may not make any health, medical or wellness claim about coffee. You may not make any claim about the OHMI Foundation, meals or impact other than what we publish. You may not use any third-party brand, mark or image as though it endorses us.

3.5 You may not send unsolicited electronic messages, post in a group you are not a member of, contact a person who has asked you not to, or use a person's details for any purpose other than the one they gave them to you for.

3.6 You may not pay, offer or promise anything to a person for joining.

4. Conduct

4.1 Nothing you post in the app, and nothing you post anywhere naming OHMI, may contain sexual content, nudity, sexual conduct or propositioning, harassment of any person, violence or cruelty, hate speech, unlawful activity, drug use or the abuse of alcohol, or any image of a person taken without their knowledge. Clause 3 of the Intellectual Property Notice sets this out in full and applies to you. We may remove anything, at any time, without notice.

4.2 Deal honestly with customers and members. Do not disparage another member, another coffee company or a competitor. Do not use OHMI's name, mark or materials on your own goods, website or social account in a way that suggests you are OHMI rather than an independent Affiliate.

4.3 Report to us at sales@ohmicoffee.co.za any conduct by another member that you believe breaches this policy.

5. Consequences

5.1 A breach of this policy is a material breach of the Membership and Affiliate Agreement. We may require a statement to be withdrawn and corrected, suspend your link, code or shop, withhold a payment attributable to the breach, or end your participation as a Affiliate, with reasons and the review right in that agreement. You indemnify us against any claim arising from a statement you made in breach of this policy.

General provisions

Entire agreement. This document, together with the other OHMI documents it refers to, records the whole of the agreement between you and us on its subject. No representation, undertaking or term not recorded in these documents binds us.

Variation. We may amend this document. We will give you at least fourteen days' notice of an amendment by notice in the app or by message to the contact details you have given us. An amendment does not alter the price, calculation or entitlement of any order placed or benefit earned before it takes effect. Continued use of the service after the effective date of an amendment is acceptance of it.

Severability. If any provision of this document is found to be unenforceable, it is severed and the remainder continues in force.

No waiver. Our failure or delay to enforce any provision is not a waiver of it.

Assignment. You may not cede, assign or transfer any right or obligation under this document. We may cede or assign to a successor in business on notice to you.

Force majeure. We are not liable for any failure or delay caused by an event beyond our reasonable control, including supplier failure, courier failure, power or network outage, strike, fire, flood, epidemic or act of government.

Notices. Notices to us go to sales@ohmicoffee.co.za or to Unit 42 Wesley Road, Galloway Centre, Strand, Western Cape, 7200, our address for service. Notices to you go to the email address, phone number or in-app inbox on your account. A notice sent by email or in-app message is deemed received on the business day after it is sent.

Governing law and jurisdiction. This document is governed by the law of the Republic of South Africa. You consent to the jurisdiction of the Magistrates' Courts, without prejudice to our right to approach the High Court, and without prejudice to any right you have to approach a consumer body under the Consumer Protection Act, 68 of 2008.

Interpretation. Headings are for convenience only. "Including" means including without limitation. The singular includes the plural. A reference to a statute is to that statute as amended.

Precedence. Where this document conflicts with the Terms of Use and Sale, the Terms of Use and Sale prevail. Where this document conflicts with mandatory law, the law prevails and this document is read down to the extent necessary.