

Membership and Affiliate Agreement

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

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1. Membership

1.1 Anyone eighteen or older may open an OHMI account, free, either through a Member's link or directly on our website. A Member may buy coffee and receive any reward we award. A Member has no obligation to buy, to sell, to introduce anybody, or to do anything at all.

1.2 Membership is personal. It may not be sold, transferred, pledged or shared.

1.3 When a person joins through a Member's link, or is signed up by a Member, we record that Member as the person who introduced them. That record decides who is credited for their orders under the Compensation Schedule.

2. Becoming an Affiliate

2.1 A Member may apply in the app to become an Affiliate, and is approved as set out in clause 3 of the Compensation Schedule. While OHMI has waived approval, every active Member is an Affiliate. By sharing your link or code, or by accepting approval, you accept this agreement, the Compensation Schedule, the Marketing and Communications Policy and the Affiliate Restraint and Confidentiality annexure. Earlier documents called an Affiliate a Representative; the two words mean the same.

2.2 Becoming an Affiliate earns nothing of itself. You earn only when coffee is sold and paid for, as set out in the Compensation Schedule.

2.3 An Affiliate is an independent contractor. Nothing in this agreement creates employment, partnership, agency or a joint venture. You have no authority to bind us, to make any promise on our behalf, or to hold yourself out as anything other than an independent Affiliate of OHMI.

3. What you must not do

3.1 You may not buy coffee for yourself and treat it as a sale. Your own purchases earn you nothing.

3.2 You may not hold stock, resell coffee, or sell at a price other than our published price. Every sale is made by us, to your customer.

3.3 You may not make any claim about income, earnings, rewards or the business that is not contained in a document we have published. The Marketing and Communications Policy sets out what may be said.

3.4 You may not pay, offer or promise anything to any person for joining, and you may not represent that joining, buying or introducing anybody earns anything of itself.

3.5 You may not hold more than one account, open an account for another person, sign a person up without their knowledge and consent, or use another person's account so that your own purchases earn commission.

4. Your link, code and shop

4.1 We give each Affiliate a personal link and code for the OHMI online shop and, where we open one, a personal shop page. A customer who orders through them buys from us; we roast, ship, invoice and support that customer, and you earn on the sale under the Compensation Schedule.

4.2 You are responsible for what you say to bring customers to us. We are responsible for the sale once it is made.

5. Payment to you

5.1 We pay commission in cash, by EFT, to a bank account verified in your name, as set out in the Compensation Schedule. We do not pay to any third party's account.

5.2 Before we can pay you we must have verified your identity and your bank details. We may withhold a payment

where verification is incomplete, where an order it relates to has been refunded, cancelled or disputed, or where we reasonably believe fraud has occurred, and we will tell you why and review any hold at least every fifteen business days.

5.3 Where a payment was made and the sale it relates to is later refunded, cancelled or reversed, we will recover the amount by set-off against your next payment, or by demand if there is none. We will not deduct any penalty.

5.4 You are responsible for your own tax on what we pay you. We may be required to report payments to the South African Revenue Service.

6. Your Affiliate page and records

6.1 Your Affiliate page shows every sale credited to you and to the Members you introduced: the order, the products, what you earned, whether it has been paid, and the version of the Compensation Schedule applied. It is the record. Every calculation is stamped with the rule version that produced it, and every change to your earnings is recorded and cannot be erased.

7. Who introduced whom

7.1 The record of who introduced a Member, and of which Affiliate introduced a business, is an administrative record used to credit sales. It is not property, not a share in us, and not ownership of any Member or customer. It cannot be sold, rented, pledged or transferred, and nobody inherits it.

7.2 We may correct a record made in error, and will tell you if we do.

8. Stopping

8.1 You may stop being an Affiliate at any time and remain a Member. Commission already earned is paid.

8.2 We may end your participation as an Affiliate for a material breach of this agreement. Where the breach can be remedied we will identify it and give you twenty business days to remedy it or respond. Where it cannot, or where the risk to us or to others requires it, we may end participation immediately with reasons. Commission already earned is paid, unless it relates to the breach.

8.3 You may ask for an internal review of a decision within twenty business days. A person not responsible for the original decision will review it and respond within fifteen business days or explain the delay.

9. On death or incapacity

9.1 Commission earned and unpaid is paid to a verified estate representative or curator. The right to earn on future sales lapses.

10. Closure of the affiliate programme

10.1 We may close the affiliate programme on thirty days' notice. Commission earned to the closing date is paid. No compensation is payable for the closure itself.

Liability and indemnity

Statutory rights. Nothing in this document excludes, limits or restricts any right or remedy you have under the Consumer Protection Act, 68 of 2008, the Electronic Communications and Transactions Act, 25 of 2002, or any other law that cannot be excluded, or any liability of ours for death, personal injury, fraud or gross negligence.

Limitation. Subject to the preceding clause, our total liability to you arising out of or in connection with this document, whether in contract, delict or otherwise, is limited to the amount you paid us for the order or service giving rise to the claim in the twelve months preceding the claim. We are not liable for any indirect, consequential or special loss, loss of profit, loss of business, or loss of data.

Your indemnity. You indemnify us against any loss, claim, cost or damage we suffer as a direct result of your breach of this document, your unlawful act or omission, or any claim by a third party arising from information or content you supplied to us, to the extent caused by your fault.

No third-party rights. No person other than you and us has any right to enforce this document.

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.