

LEME MARKET MOBILE APPLICATION TERMS AND CONDITIONS

Connecting Local Creative Commerce with Global Conscious Shopping

1. ABOUT US AND THESE TERMS

1.1 Who We Are

LEME MARKET Proprietary Limited (company number 2025/523562/07) (**LEME MARKET, we, our, and us**) is a company registered in the Republic of South Africa with our registered office at Centurion, Gauteng, South Africa. We operate the LEME MARKET mobile application (the **App**), a revolutionary Live Engagement Market Experience providing a trusted, curated and authentic space for local communities and global citizens who seek a more transparent and conscious approach to shop, sell and express their values through their spend.

LEME MARKET provides an avenue for the sale of products, items and services (**Products**) on the App through live sales (**Live-Stream**). LEME MARKET does not produce, manufacture or store any of the products or items included on the App. The App provides an avenue for the sale of products and services by the brands who manufacture, produce and sell the products, items and/or services (**Sellers**). Users can download and sign-up to the App then purchase Products during curated Live-Streams (**Buyers**).

Email contact: info@lememarket.com.

1.2 Our Contract with You

These terms and conditions, together with our Privacy Notice and Community Guidelines (collectively, the **Terms**), govern your use of our App and all services provided through it, including but not limited to live-stream shopping, product listing, purchasing, payment processing and fulfilment services. By downloading, accessing or using the App, or by registering as a Buyer or Seller, you agree to be bound by these Terms.

If you do not agree with any part of the Terms, you must not use this App or any products or services provided through it.

These Terms constitute the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in these Terms.

1.3 Amendments to the Terms

We may amend the Terms from time to time. Any new version of the Terms will be published within the App and will become effective from the date that we first publish it. It is your obligation to review the Terms on a regular basis in order to determine whether any amendments

have been made. By continuing to use our App and services after we publish changes to the Terms, you agree to be bound by the changed Terms.

1.4 Language

These Terms are made only in the English language.

2. DEFINITIONS AND INTERPRETATION

In these Terms, the following definitions apply:

App means the LEME MARKET mobile application available for download on iOS and Android devices.

Buyer means any individual who registers on the App to browse, view live-streams and purchase Products from Sellers.

Commission means the percentage fee payable by Sellers on each completed sale, as disclosed in the Seller Agreement.

Community Guidelines means the community standards and conduct guidelines published within the App, as amended from time to time.

Content means all text, images, video, audio, graphics, data and other material made available on or through the App.

Host Fee means the fee payable by Sellers to book streaming timeslots through the App.

Live-Stream means a real-time video broadcast conducted by a Seller through the App to present and sell Products.

Privacy Notice means our privacy notice available within the App, which governs the collection, use and processing of personal information.

Products means the goods offered for sale by Sellers through the App.

Seller or **Host** means any individual or entity approved by LEME MARKET to conduct Live-Streams and sell Products through the App.

Seller Agreement means the separate agreement between LEME MARKET and each Seller governing the terms of their selling activities, including Commission rates and Host Fees.

User ID means any username, password or other log-in credentials allocated to you or created by you when registering on the App.

3. MANDATORY ACCEPTANCES AND REGISTRATION

3.1 Privacy Notice and Community Guidelines

All users, whether Buyers or Sellers, must read and accept our Privacy Notice and Community Guidelines prior to using the App. Your acceptance of these documents forms part of your

agreement with us under these Terms. For all matters relating to data protection, the collection, processing and storage of your personal information, please refer to our Privacy Notice.

3.2 User Registration and User IDs

To access certain features of the App, including purchasing Products or conducting Live-Streams, you must register for an account and create a User ID. Your User ID is personal to you. You must keep your User ID confidential and not disclose it to any third party, and you must inform us promptly if a third party gains access to your User ID. You are responsible for all payments, use of, or activity on the App under your User ID. You will not circumvent our User ID authentication procedures or systems. You are liable for any damage, loss or costs sustained by you, us or by any third party howsoever arising as a result of any actions by you or any third party using your User ID.

4. TERMS APPLICABLE TO SELLERS (HOSTS)

This section 4 applies specifically to Sellers. We create a supportive, easy and ethical environment that offers sellers a profitable and high-impact way to reach a local market. We are relentless in our mission to champion local creative entrepreneurs.

4.1 Seller Onboarding and Approval

To become a Seller on LEME MARKET, you must complete our Seller onboarding form in full, providing all requested information accurately and truthfully. Submission of the onboarding form does not guarantee approval. LEME MARKET reserves the sole and absolute discretion to approve or reject any Seller application. Upon approval, you will be required to enter into a separate Seller Agreement with LEME MARKET, which will set out the specific terms applicable to your selling activities, including Commission rates, Host Fees and payment schedules.

4.2 Product Listing

Approved Sellers may list Products for sale through the App using our pre-loading and image capture functionality during Live-Streams. You warrant that all Product listings are accurate, complete and not misleading. You are solely responsible for ensuring that your Products comply with all applicable laws and regulations, including but not limited to consumer protection legislation, product safety standards and intellectual property laws.

4.3 Fixed-Price Purchasing

All Products listed on the App must be offered at fixed prices. Auctions or variable pricing are not permitted unless expressly authorised by LEME MARKET.

4.4 Live-Stream Scheduling and Timeslot Booking

Sellers may schedule Live-Streams using the calendar interface within the App. Timeslots for Live-Streams must be booked in advance through our Host Fee gateway. Host Fees are payable in accordance with the rates disclosed in your Seller Agreement and must be paid prior to your scheduled Live-Stream. Failure to pay the applicable Host Fee may result in cancellation of your

booked timeslot. LEME MARKET reserves the right to reschedule or cancel booked timeslots at any time, in which case any Host Fees paid will be refunded in full.

4.5 Commission on Sales

In addition to Host Fees, Sellers shall pay LEME MARKET a Commission on each completed sale, as disclosed in the Seller Agreement. Commission is calculated as a percentage of the final sale price (excluding delivery charges) and will be deducted automatically from the sale proceeds prior to disbursement to the Seller.

4.6 Payment Processing and Disbursement

LEME MARKET does not operate but has incorporated a third-party secure multi-vendor payment processing system, operated by Omnea Pty Ltd into the App. All payments from Buyers are processed through the Omnea system. Sale proceeds, less any applicable Commission and fees, will be disbursed to your nominated bank account in accordance with the payment schedule set out in your Seller Agreement.

4.7 Inventory and Logistics Management

Sellers have access to in-app inventory and logistics management tools to track stock levels, manage orders and coordinate fulfilment. You are solely responsible for maintaining accurate inventory records and fulfilling orders in a timely manner. LEME MARKET provides logistics tracking functionality for the benefit of both Sellers and Buyers, but does not assume responsibility for the actual delivery of Products.

4.8 Seller Warranties and Responsibilities

As a Seller, you warrant and undertake that you have full legal authority and capacity to sell the Products listed on the App, that all Products are accurately described and of satisfactory quality, that you will fulfil all orders promptly and in accordance with the terms agreed with Buyers, that you will comply with all applicable laws, including but not limited to the Consumer Protection Act, No. 68 of 2008 (CPA), and that you will resolve all disputes with Buyers in good faith and in accordance with these Terms.

4.9 Refunds from Sellers

Where a Buyer requests a refund after delivery of a Product, such refund shall be managed directly between the Seller and the Buyer. LEME MARKET shall have no liability in respect of post-delivery refunds. Prior to delivery, the refund provisions set out in section 5.6 of these Terms shall apply.

5. TERMS APPLICABLE TO BUYERS

This section 5 applies specifically to Buyers. We deliver a fun, curated and sophisticated offering that ensures a fuss-free and accessible experience for Buyers.

5.1 Buyer Registration

To purchase Products through the App, you must register as a Buyer and create a User ID. Registration is free of charge.

5.2 Browsing and Live-Stream Participation

Registered Buyers may browse Product listings, view scheduled and live Live-Streams, and interact with Sellers in real-time during Live-Streams. Real-time interaction features include chat, reactions and questions. All interactions must comply with our Community Guidelines.

5.3 Placing Orders

Buyers may purchase Products during Live-Streams or through post-stream purchasing functionality. Please follow the on-screen prompts to place an order. Each order is an offer by you to buy the Products specified in the order, subject to these Terms. Our order process allows you to check and amend any errors before submitting your order. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

After you place an order, you will receive a notification acknowledging that we have received it, but please note that this does not mean that your order has been accepted. The Seller will confirm acceptance of your order, at which point a binding contract for the purchase of the Products shall be formed between you and the Seller.

5.4 Payment Methods

LEME MARKET is committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology managed by a third party. Payments are processed through trusted Omnea Pty Ltd, ensuring industry-standard security measures. The following payment methods are accepted:

Credit and Debit Cards: Major credit and debit cards, including Visa, Mastercard and American Express.

Electronic Funds Transfer (EFT): Instant and standard EFT via ABSA, FNB, Nedbank, Standard Bank, Capitec or Investec.

Please ensure your bank supports your chosen method of payment. By using a card, you confirm that you are authorised to do so and that sufficient funds are available.

5.5 Buyer Order and Shipping Dashboard

Buyers have access to an order and shipping dashboard within the App to view order history, track shipments and manage delivery preferences.

5.6 Refund Policy (Pre-Delivery)

General Policy: Due to the personalised or one-off nature of many Products sold through the App, LEME MARKET's general policy is that returns, exchanges or refunds will not be accepted unless the item is defective, damaged or the wrong Product was shipped. Essentially, once your order is placed, it becomes non-cancellable and non-refundable.

Consumer Protection Act Rights: However, where the CPA applies to you, the refund policy will comply with the requirements of the CPA in relation to exchanges, returns and refunds.

Where the CPA applies, the Seller will provide the warranties, undertakings and assurances as required under the CPA, subject to any limitations and restrictions allowed under the CPA.

Cooling-Off Rights: You may be entitled to certain cooling-off rights, whereby certain Products may be returned within fourteen days of receipt for a full refund. Please note that cooling-off rights will not apply to the following Products, where no returns or refunds will be allowed:

- foodstuff, beverage or other goods intended for everyday consumption;
- goods made to your specifications or personalised goods;
- books, magazines or newspapers; and
- vouchers and discount coupons.

Damages and Defects: You are responsible for inspecting Products on delivery. Please report any problem with your order within 24 hours from the time of receiving your delivery in writing via email to the Seller. Please explain the problem or defect and include photographs. Each photographed item must have any stickers still attached, be undamaged and unused with original tags where applicable, and the packaging should be intact. The Seller shall not be liable for any defects or damages to Products if you fail to give, or delay in giving, notice in writing.

- The following will not be regarded as defects or damage and will not entitle you to a return: Faults resulting from normal wear and tear
- Damage arising from negligence, user abuse or incorrect usage of the product
- Damage arising from electrical surges or sea air corrosion
- Damage arising from a failure to adequately care for the product
- Damage arising from unauthorised alterations to the product
- Where the specifications of a product, although accurately described on the Platforms and generally fit for its intended purpose, do not suit you
- In relation to used products, signs of handling and/or repackaging

5.7 Refunds After Delivery

Where you request a refund after delivery of a Product, such refund shall be managed directly between you and the Seller. LEME MARKET shall have no liability in respect of post-delivery refunds and shall not be responsible for mediating disputes between Buyers and Sellers regarding refunds after delivery.

5.8 Fulfilment and Logistics Tracker

Buyers have access to a fulfilment and logistics tracker within the App to monitor the status of orders from dispatch to delivery. This tracker is provided for informational purposes, and LEME MARKET does not guarantee the accuracy of tracking information provided by third-party logistics providers.

6. TERMS APPLICABLE TO BOTH BUYERS AND SELLERS

This section 6 applies to all users of the App, whether Buyers or Sellers.

6.1 Content on the App

LEME MARKET owns or is entitled to use all of the Content made available on the App. You may not, unless allowed as a feature of the App and/or with our express consent:

- reproduce, publish, perform, broadcast, make an adaptation of, sell, lease, offer, expose or otherwise transfer or use for commercial purposes any Content;
- decompile or reverse engineer the Content, or reduce the Content to any format other than the format in which it was delivered;
- incorporate the Content into any other content for whatever purpose;
- or remove any legal notices (copyright, trademark or other proprietary rights notices) in or on the Content.

You will retain ownership of any original Content which you may upload, transmit or store when using the App. LEME MARKET will own all compilations, collective works or derivative works created by us which may incorporate your Content. You grant us an irrevocable, perpetual, worldwide and royalty-free right and licence to use, publicly display, publish, publicly perform, reproduce, distribute, broadcast, adapt, modify and promote on any medium your Content which you may upload or make available for inclusion on publicly accessible areas of the App. Any Content you transmit or post to publicly accessible areas of the App shall be considered non-confidential and non-proprietary.

6.2 Third-Party Content

The App may include, from time to time, advertisements from third parties and/or external links to other websites possessing their own content (**Third-Party Content**). You acknowledge that the Third-Party Content:

- is beyond the control of LEME MARKET and that any reliance on any representation, statement or information contained in Third-Party Content is at your risk;
- cannot be verified by LEME MARKET, and LEME MARKET cannot be expected to determine its accuracy or reasonableness; and
- may contain representations, statements or information which do not represent the views, opinions or beliefs of LEME MARKET, its associates, directors or employees.

6.3 Product Descriptions and Images

We strive to provide accurate descriptions, images and pricing for all Products on the App. However, we do not warrant that these descriptions, images or other content are complete, current or error-free. The images of Products are for illustrative purposes only. Although we have made every effort to display colours accurately, we cannot guarantee that your device's display of the colours accurately reflects the colour of the Products. The colour of your Products may vary slightly from those images as well as the videos during the Live-Stream on the App. The packaging of your Products may vary from that shown in images on the App.

6.4 LEME MARKET's Role as Platform Operator

LEME MARKET operates the App as a platform connecting Buyers and Sellers. LEME MARKET is not a party to the contract of sale between Buyers and Sellers. LEME MARKET does not take title to or possession of any Products sold through the App. LEME MARKET is not responsible for any Product-related issues, including but not limited to Product quality, defects, fitness for purpose, description accuracy or compliance with applicable laws and standards. All Product-related issues shall be dealt with directly between the Buyer and the Seller.

6.6 Currency

All payments are processed in South African Rands.

6.7 Payment Security

While we take precautions, fraudulent third parties could attempt to intercept payments or obtain banking details. Remain vigilant and verify all payment instructions. We recommend that users always check the browser's URL for the correct domain and use secure Wi-Fi when making payments. We cannot be held responsible if funds do not reach us due to third-party interception.

6.8 Communications

You agree that LEME MARKET may from time to time send you communications regarding new services or products launched, or special offers or discounts which LEME MARKET may negotiate for and offer to its users or customers. All communications will abide by our Privacy Notice, Community Guideline and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications.

7. WARRANTIES AND DISCLAIMERS

7.1 General Warranty Disclaimer

Except where prohibited by law, all products and services offered through the App are provided "as is" and "as available" without any warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. While we strive to provide accurate information, we do not warrant that Product descriptions or other content on the App are complete, reliable or error-free. We do not guarantee that the App will always be safe, secure or free from bugs or viruses.

7.2 Limitation of Liability

You use the App and purchase Products at your own risk. While we endeavour to ensure that the information on the App is correct, we do not warrant the accuracy and completeness of Content or that the Content and technology available through the App are free from defects, errors or omissions. We may make changes to the Content on the App at any time without notice. The Content may be out of date, and in this regard, we make no commitment to update such Content.

To the extent allowed by law, we shall not be liable for any damage, loss or liability of whatsoever nature arising from your use or inability to use the App, Products or Content. The App and Products are supplied on an "as is" basis and have not been compiled or supplied to meet any user's individual requirements. It is your sole responsibility to satisfy yourself prior to entering into this agreement with us that the Products available on or through the App will meet your individual requirements.

Information, ideas and opinions expressed on the App should not be regarded as professional advice or our official opinion, and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on the App.

7.3 User-Generated Content Disclaimer

Submissions of Content (like contributions to blogs, comments on articles posted), postings of any kind to the App and communications sent through the App are not editorially controlled by us and therefore we cannot be held liable for illegal or unconstitutional content (including, but not limited to, defamatory or harmful content). All users must read and comply with the Community Guidelines for communication on the App.

8. INDEMNITY

You agree to defend, indemnify and hold harmless LEME MARKET and our affiliates, partners, officers, directors, employees, agents and licensors from any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your use of the App or Products, or your violation of these Terms.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 Governing Law

These Terms are governed by the laws of the Republic of South Africa.

9.2 Jurisdiction

You and we each irrevocably agree to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the South African courts.

9.3 Disputes Between Buyers and Sellers

Disputes between Buyers and Sellers regarding Products, including but not limited to Product quality, description, delivery or refunds after delivery, shall be resolved directly between the Buyer and the Seller. LEME MARKET shall not be responsible for mediating or resolving such disputes and shall have no liability in connection therewith.

10. GENERAL PROVISIONS

10.1 Assignment and Transfer

We may assign or transfer our rights and obligations under the Terms to another entity. [90] You may only assign or transfer your rights or your obligations under the Terms to another person if we agree in writing.

10.2 Waiver

If we do not insist that you perform any of your obligations under the Terms, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

10.3 Severance

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

10.4 Third-Party Rights

These Terms are between you and us. No other person has any rights to enforce any of its terms.

10.5 Hyperlinks

You may not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, to the App without our prior written consent.

10.6 Entire Agreement

These Terms, together with the Privacy Notice, Community Guidelines and (where applicable) the Seller Agreement, constitute the entire agreement between you and us in relation to your use of the App and supersede all prior agreements and understandings.

10.7 How to Contact Us

For any questions or concerns regarding these Terms, please contact us at info@lememarket.com.

LEME MARKET: Connecting Local Creative Commerce with Global Conscious Shopping

We stand against unsustainable, unethical and exploitative practices and champion local creative entrepreneurs.

