

Rules, Terms and Conditions of ENJO VIP Membership ("the Agreement")

1) General

- a) By paying the monthly contribution to ENJO SA, you agree to these rules, terms and conditions.
- b) In return we give you the benefits of the ENJO VIP Membership programme that you qualify for and choose to use. In certain cases, you will be required to activate the benefits and pay the necessary fees.
- c) The points of the ENJO VIP Membership can only be used by the member and cannot be transferred or used for business purposes. These points are called ePoints.

2) Definitions

- a) **We, us** and **our** refers to Flash Living (Pty) Ltd t/a ENJO SA ("ENJO SA").
- b) **You** and **your** refers to the applicant and ENJO VIP Member.
- c) **Your personal information** refers to personal information about you, which includes information about your gender, age, contact numbers, addresses and any other information shared by you that is unique to you.
- d) **Process information** means the automated or manual activity of collecting, recording, organizing, storing, updating, distributing and removing or deleting personal information.
- e) **Competent person** means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.

3) Purpose of the ENJO VIP Membership Programme

The ENJO VIP Membership Programme ("the Programme") aims to replace your monthly cleaning costs with a reasonable and affordable monthly membership fee. The benefit of this programme is therefore to reduce once off large costs in the event that you need to replace ENJO fibres, such as when they are become due for renewal or becomes ineffective. The Programme therefore provides for the following primary benefits:

- a) An extended guarantee on equipment and fibers on events that are not covered by the manufacturers guarantee.
- b) Replace all used fibers in year 3 (36 months), using your accumulated ePoints.
- c) Buy additional ENJO products at a special Members discount.

4) Parties

These rules, terms and conditions govern the relationship between ENJO SA (us) and the member (you).

5) The main rules, terms and conditions and benefit rules

- a) The main rules refer to the rules that are set out in this document.
- b) The benefit rules refer to the business practices that you agree to when choosing any additional benefit that ENJO SA may present in present or in future.

6) Conditions of membership

- a) You agree to the main rules

By paying your monthly contribution to ENJO SA, you accept that these rules and any changes that we may make to the rules from time to time apply to you.

b) You agree to the benefit rules

You have the choice whether to use any additional benefits. If you choose to use them, you are bound by the benefit rules and business practices of the ENJO VIP Membership programme's partners. *You can get the full set of benefit rules if you email a request to info@enjo.co.za or call 0860017401.*

7) Who qualifies for ENJO VIP Membership

To be a ENJO VIP Member, you must make a monthly payment (or consent to a third party making the payment on your behalf) to ENJO SA for the ENJO VIP Membership Programme and be one or more of the following:

- a) Have purchased ENJO products in the past from ENJO SA or a consultant of ENJO SA.
- b) Wish to purchase ENJO products as part of this membership.
- c) You have to be 18 years and older, if not, then a competent person needs to sign on your behalf.

8) Who does not qualify for ENJO VIP Membership

You do not qualify for ENJO VIP Membership if:

- a) You are using the ENJO products in your business, and you want to apply this membership for your business.
- b) You live outside of South Africa.

9) ENJO SA is not responsible for loss or injury

Under no circumstances, including as a result of its negligent acts or omissions or those of its staff, servicers, agents, contractors, partners or other persons for whom in law it may be liable, will ENJO SA be liable for any loss, injury or damage of any nature which you, your relatives or any third parties may sustain as a result of engagement in the ENJO VIP Membership programme. By agreeing to these rules, you, your beneficiaries and any third parties indemnify ENJO accordingly.

10) No legal relationship

You have no legal relationship with ENJO or the ENJO VIP Membership programme other than being bound by these rules and, when entitled to do so, receiving any benefits you may be entitled to.

11) Permission to process and disclose information and to communicate with you

When you engage with us, you agree to our Protection of Privacy Policy that you can find on our website at <http://my.enjo.co.za/protection-of-privacy-policy/>

12) Fees

- a) Monthly contribution you pay for your ENJO VIP Membership to ENJO SA
The monthly contribution will be based on your choice of ePoints and benefits that you would like to receive. Your contribution will affect the

Effective from 1 October 2018 to 28 February 2019

level of your membership, which can have an effect on the benefits you can make use of.

b) Extra charges for using benefits

There may be extra charges for using certain partners or benefits. The fees may be due to third parties or directly to ENJO SA and may include, activation fees and monthly fees. At the time of initiating such benefit you will be informed of the applicable fees.

c) Annual increases

There may be annual inflationary increases for your contributions and fees paid.

13) ENJO VIP Membership programme benefits

a) Who can use the programme benefits?

Only members of the ENJO VIP programme may use the benefits.

b) When members can start using benefits

You can start using your benefits from the activation date of your membership, which is the date of your first contribution. This date will be reflected on your welcome letter.

c) Waiting periods for new members

ENJO may apply waiting periods to certain benefits as well as other restrictions, and there may be benefits that become available in future as a reward for your uninterrupted tenure in the programme. By way of example, if you have purchased ENJO products prior to your membership, then there will be a three-month waiting period before you can make use of our Extended Guarantee for Damages.

d) Transfer of rights to the benefits or ePoints

You may not transfer membership rights, or rights to benefits or ePoints to another person. Members may not use programme membership or benefits as security for any debt.

e) Underutilization rules

Some benefits or partner's benefits may expire if not utilized within the set period of time as defined under that benefit. Failing to meet the utilisation rules could result in your rights to the benefit being changed, terminated or lost. See the benefit rules for more details.

f) Responsible use of benefits

The ENJO VIP programme is designed to help members obtain and replace their ENJO products when they become ineffective, but more importantly to encourage recycling by returning their used products to ENJO SA, and to help new ENJO users to become acquainted with the correct use of the ENJO products. Therefore, your membership and benefits may be terminated in accordance with clause 17 below if we find that you acted dishonestly or fraudulently in your engagement with the ENJO VIP programme.

You are encouraged to report any fraudulent or misuse of the ENJO VIP programme by contacting ENJO SA.

Effective from 1 October 2018 to 28 February 2019

14) ENJO VIP EPoints

- a) When ePoints are earned
You will earn ePoints every month based on your membership level as long as your membership is active. Your ePoints will be reflected in a monthly statement that will be sent to you via email and/or on the website on a monthly basis.
- b) How many ePoints members earn
The number of ePoints you earn depends on various factors, such as:
 - Your membership level
 - Recycling your used ENJO products
 - Other factors
 - We may adjust the number of ePoints you can earn for each activity.
- c) Limits to the ePoints you can earn
You can collect a maximum of 200'000 ePoints at any given time. There are no limits to how many ePoints you can earn for activities and how many ePoints you can earn in each year. Further, you may be required to use your ePoints, upon which at least a 30 calendar day notice will be given by email to you.
- d) Limits to activities
Many benefits and activities have limits. See "*ENJO VIP Membership ePoints Earnings and Benefits Guide*" for details.
- e) Carrying over ePoints from year to year
EPoints which you purchase as part of your membership needs to be used within 36 months of purchase. EPoints can be awarded for various other activities. Such ePoints may have shorter or a different expiry date. You are therefore restricted to how long you can keep ePoints without using them. See the "Summary of ePoints benefit guide" for details. The primary purpose of the ENJO VIP Membership is to enable you to obtain or replace your ENJO products within 36 months or purchase ENJO as gifts for friends. For this reason, you will have to use your purchased ePoints within 36 months period. If you have not used your ePoints and you are nearing its expiry dates, you may receive a notification from ENJO as a reminder. After the expiry dates, you will lose and forfeit any benefit of your ePoints that are expiring.
- f) Claiming ePoints
You can only claim ePoints in exchange for products which ENJO SA stock and make available for sale. ENJO SA indicated the ePoints value for each product that you can exchange for your ePoints. It is possible that certain products may be out of stock, which may result in reasonable waiting periods. From time to time, ENJO updates their products, and discontinue others.
- g) Accessing your ePoints Balance
You can gain access to your ePoints and ePoints Balance on ENJO SA's website.

Effective from 1 October 2018 to 28 February 2019

15) ENJO VIP Status

- a) Benefit levels sometimes depends on your ENJO VIP Status
Some benefits depend on your ENJO VIP status. If your status changes, the rules relating to the benefits may also change.
- i) **Moving from one status to another**
As a member you can choose to change your membership status. When you change your status, your previous contributions may affect certain benefits on a pro-rata basis, such as your annual bonus ePoints.
- ii) **Annual Bonuses**
Your annual bonus is calculated based on 2.5% (two and a half percent) of your past ePoints purchased for a maximum of 36 months of uninterrupted membership. Annual bonuses are not calculated and earned on earned ePoints.
- iii) **Cancelling Membership**
You may change or stop your membership with a 20-business day notice (one calendar month). There will be no penalties for stopping or cancelling membership. However, any unutilized ePoints need to be utilized within 90 days. On expiry of your notice period, any remaining ePoints will be lost.
- iv) **Resuming membership after cancellation**
If you resume membership after expiry of your notice period, your commencement date will resume from your new activation date and the rules under section 13 will apply, including the applicable waiting periods as you will be deemed as a new member.
- v) **Pausing Membership**
You may pause membership for one up to three calendar months at a time, provided you give notice that you need to pause your membership before the 20th of the month prior to the month you want to pause membership. Your membership and debit order will automatically resume the following month. You may give notice to pause your membership for up to 3 calendar months at a time. The benefit of pausing your membership is that the cancellation clauses do not apply and therefore that you will not forfeit any unutilized ePoints. No ePoints will accrue to your membership while your membership is paused, but all other activities and benefits will be active (similar to the Green VIP Level). For example, annual bonuses are only allocated to uninterrupted **paid** memberships for 12 to 36 months, and pausing is considered an interruption.
- vi) **Resuming a Paused Membership**
Your membership will automatically resume after the period of pausing your membership has expired, provided that you have not instructed another period of pausing your membership.

16) Changes to the rules

Effective from 1 October 2018 to 28 February 2019

We may change these rules and the benefit rules from time to time. Generally, changes take effect from 1 January, although we occasionally implement changes to the rules during the calendar year. We will give you advance notice of any intended changes to benefits and fees within a reasonable time. If we are terminating a benefit altogether we will provide you with reasonable notice.

17) Ending the membership or benefits

a) When membership or benefits terminate

i) If you no longer qualify

We will terminate your membership if you no longer qualify for membership (see section 7: Who qualifies for ENJO VIP Membership and section 8: Who does not qualify for ENJO VIP Membership)

ii) If we do not receive payment

We will terminate your membership if you do not pay the full monthly contribution fee to ENJO SA.

iii) If we believe there is inappropriate or fraudulent use

We will terminate any right or benefit you have in the ENJO VIP Programme if we believe that you are abusing the benefits or privileges of the programme.

This includes:

- Encouraging, assisting or advising another ENJO VIP Member to commit fraud in their engagement with the ENJO VIP programme.
- Purposefully (not accidentally) damaging an ENJO Fiber or product in order to claim under any of our guarantees.
- Claiming other users or member's products under your membership or using your benefits of this programme for the benefit of another member, for example, claiming another ENJO user's products under our recycle plan.

b) If your membership ends

Please note that if your membership is terminated for any reason:

- Your rights to benefits will cease.
- We will not refund any fees or contributions paid for the ENJO VIP programme or its benefits.

18) Suspension of Benefits

We reserve the right to preclude, suspend or terminate your membership in the event that any of your accounts with ENJO SA is in arrears.

19) Taxation

You are advised to obtain your own tax advice regarding any benefit you may receive in terms of these rules. ENJO SA will not be responsible for any tax consequences that may arise.

20) Assignment

You acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence

Effective from 1 October 2018 to 28 February 2019

of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

21) Combination of Debit Order Mandates

If this is an additional debit order mandate with ENJO SA, you give permission to us to combine such debit orders where possible. Combining debit orders do not combine agreements at all, and is limited to an administrative arrangement relating to debit order mandates.

Summary of points benefits guide: ENJO VIP Membership

This benefits guide shows how ENJO VIP points are earned and how it can be used, as well as what the additional benefits are for being an ENJO VIP Member.

1) How are points earned?

Points are earned based on your level of ENJO VIP Membership. See the *ENJO VIP Membership Points Earnings and Benefits Guide*.

2) What can points be used for?

Refer to the *Standard Products Points Price List* and *ENJO SA Website*. The points necessary for each product is indicated in the column VIP Points. You will note that you pay less for the respective points as a VIP Member than the actual price of each product.

3) How do I earn Bonus VIP Membership Points?

You earn 2.5% Bonus VIP Membership Points by having uninterrupted membership. Bonus Points are awarded once every 12 months, provided your membership was uninterrupted. Bonuses will depend on and be calculated since the last time after your last interruption. The bonus is awarded for continuous and uninterrupted membership.

The 2.5% Bonus VIP Membership Points are calculated based on your points earned in the last 36 months of uninterrupted membership. If your membership is less than 36 months, for example 12 months, then your Bonus Points will be calculated based on the amount of points you have earned in the last 12 months. If your membership was uninterrupted for 48 months, then you will earn bonus points based on the total points you have earned in the last 36 months.

You cannot earn bonus points on bonus points.

See Bonus column in the *ENJO VIP Membership Points Earnings and Benefits Guide*.

4) What are the Bonus VIP Membership Benefits?

You will also qualify for the following benefits:

a) Discounted Credit Terms

You can qualify for up to 8% lower interest rates on your credit agreement while you are an active ENJO VIP Member.

b) Extended Guarantee (damages)

You can make use of the extended guarantee (see *ENJO VIP Membership Points Earnings and Benefits Guide*, for more information). The extended guarantee allows you to replace any ENJO product that you damaged accidentally at 50% of its value.

c) Recycle Plan

Effective from 1 October 2018 to 28 February 2019

As a VIP Member, ENJO will buy back your used fibres and credit your account with up to 10% of the value of the product you are returning to recycle (see *ENJO VIP Membership Points Earnings and Benefits Guide*, for example and additional terms).

d) VIP Reward Levels

As an ENJO VIP Member you can purchase any ENJO product and earn VIP Reward Points valued at 1% of the value purchased.

e) VIP Member Newsletter

You will receive a monthly electronic membership newsletter via email that will contain ENJO tips and the latest news regarding ENJO products and our company. This newsletter may contain special offerings that you may want to take advantage of.

Take note, this guide can be amended from time to time, upon which you will receive an update electronically as stipulated in the Rules, Terms and Conditions of ENJO VIP Membership. ENJO Reserves All Rights.

ENJO VIP Membership ePoints Earnings and Benefits Guide

12 Months of Uninterrupted Membership									
VIP Level	Monthly		Total		ePoints pm	Bonus Y1	Annual Saving	% Discount	
	Contribution	Admin Fee	Monthly	Monthly					
Bronze	R 150.00	R 5.00	R 155.00	1600	1600	480	R 108.00	5.5%	
Silver	R 250.00	R 5.00	R 255.00	2650	2650	795	R 199.50	6.1%	
Gold	R 350.00	R 5.00	R 355.00	3700	3700	1110	R 291.00	6.4%	
Platinum	R 550.00	R 5.00	R 555.00	5850	5850	1755	R 535.50	7.4%	

ENJO FIBER RECYCLE EXAMPLE 1			
Recycle Bonus	Product ePoints	Recycle ePoints	Recycle Value
10%	5 000	500	R 50.00
10%	10 000	1000	R 100.00
10%	15 000	1500	R 150.00
10%	20 000	2000	R 200.00
10%	25 000	2500	R 250.00
10%	30 000	3000	R 300.00

24 Months of Uninterrupted Membership									
VIP Level	Monthly		Total		ePoints pm	Bonus Y2	Annual Saving	% Discount	
	Contribution	Admin Fee	Monthly	Monthly					
Bronze	R 150.00	R 5.00	R 155.00	1600	1600	960	R 156.00	7.7%	
Silver	R 250.00	R 5.00	R 255.00	2650	2650	1590	R 279.00	8.4%	
Gold	R 350.00	R 5.00	R 355.00	3700	3700	2220	R 402.00	8.6%	
Platinum	R 550.00	R 5.00	R 555.00	5850	5850	3510	R 711.00	9.6%	

36+ Months of Uninterrupted Membership									
VIP Level	Monthly		Total		ePoints pm	Bonus Y3	Annual Saving	% Discount	
	Contribution	Admin Fee	Monthly	Monthly					
Bronze	R 150.00	R 5.00	R 155.00	1600	1600	1440	R 204.00	9.9%	
Silver	R 250.00	R 5.00	R 255.00	2650	2650	2385	R 358.50	10.5%	
Gold	R 350.00	R 5.00	R 355.00	3700	3700	3330	R 513.00	10.7%	
Platinum	R 550.00	R 5.00	R 555.00	5850	5850	5265	R 886.50	11.7%	

Recycle Plan

- 1) The recycle plan is to cover any of your ENJO Fiber products that are due for replacement due to normal wear and tear within 36 months.
- 2) You can replace any or all of your fibers and will receive Recycle Bonus Points based on your VIP Level.
- 3) Only fibers bought within the last 24 months are covered under this plan.
- 4) Fibers have to be replaced before the end of 36 months after original purchase to qualify for the Recycle Bonus.
- 5) Fibers bought prior to 1 October 2018 qualify for the recycle plan, provided membership under this plan is taken up before 31 December 2018
- 6) This plan will cover ENJO tools that were purchased prior to 1 October 2018, provided that membership under this plan is taken up before 31 December 2018.
- 7) For tools purchased after 1 February 2018, this plan is valid whilst membership of this plan is active.
- 8) Recycle points are only issued when a similar product is purchased at the time of recycle.

Extended Guarantee (damages)

- 1) If any of your ENJO products are damaged due to incorrect use, you can return the product and receive a 50% off on your replacement product.
- 2) The replacement product must be the same product that got damaged.
- 3) Any manufacturing defects are covered under the 2 year manufacturers guarantee.
- 4) This guarantee covers any ENJO product purchased within the borders of South Africa.
- 5) This guarantee covers your ENJO Fibers already purchased, provided it is purchased within the last 12 months.
- 6) This guarantee covers your ENJO Tools already purchased, provided it is purchased within the last 24 months. There is an initial waiting period of 3 months for any claim under this guarantee for products purchased prior to active membership.

- 7) There is a waiting period of three months between claims, and only one product per claim is allowed.
- 8) This guarantee is limited to accidental incorrect use, and exclude acts by God, and risks covered normally by short term insurance policies, and other financial products.
- 9) Products, such as fibers due for recycling due to wear and tear are not covered by this guarantee. Damaged fibers will be inspected, and if due for replacement under the recycle replacement plan, then this guarantee will not apply. This guarantee does not apply to wear and tear or over use of the products.
- 10) This guarantee is not applicable to business or commercial use, and VIP Rewards cannot be earned when claiming under this or other guarantees.

Other ENJO VIP Benefits

- 1) You will earn ENJO VIP ePoints on any online cash purchase.
- 2) ENJO VIP Rewards may not be applicable to certain promotions and discounts.
- 3) As an ENJO VIP member you qualify for preferential interest rates on our credit facility provided by ENJO SA.
- 4) Earn free ePoints for other activities online.

Effective from 1 October 2018 to 28 February 2019