

e.DMC Terms and Conditions

Introduction and Scope of Services

Tourvest Destination Management a division of Tourvest Holdings (Pty) Ltd trading as e.DMC ("e.DMC" or "us" or "we") provide an online platform with technology for Operators to book travel services including accommodation, activities, transfers and transport ("Travel Services") for their customers. Travel Services are booked by the respective independent tour operator offering the Travel Service (each an "Operator" or "you"). The "Travellers" are the Operator's customer with whom e.DMC shall have no obligation towards and for whom the Travel Services booked will be used.

The "Services" comprise listings for Travel Services provided by e.DMC at their own discretion and responsibility. The Travel Services are accessible at <http://b2b.e.DMC.travel/content/global.cfm> including its subpages (collectively, the "Platform").

e.DMC is solely acting as a wholesaler for the Operators. e.DMC is not an operator of Travel Services, nor is it a provider of Travel Services, nor a representative or proxy of an Operator nor an insurer. e.DMC does not own, sell, resell, furnish, provide, manage or control any transportation, tour or travel services and does not act as an agent to the Travellers, Travel Service provider or the Operator. e.DMC's responsibilities are limited to exclusively facilitating the availability of the Travel Services and serving as a wholesaler of Travel Services to each Operator.

e.DMC has no control over the conduct of Operators, Travellers, Travel Service providers and other users of the Travel Services. e.DMC cannot and does not control the condition, legality or suitability of any Travel Service. e.DMC is neither responsible nor liable for to any Travel Services. bookings with the Travel Service provider are made at the Operator's own risk.

These terms and conditions, may be amended from time to time and you as the Operator acknowledge that you have read and understand these terms and conditions.

Applicability

These terms and conditions ("Terms"), as amended from time to time, apply to all e.DMC services. By accessing, browsing or using the Platform and Travel Services you agree to comply with and be legally bound by the Terms irrespective of a registration or certain use or way of access. These Terms govern your access to and use of the Platform and Travel Services and all Content (as defined below) and, where applicable, the Travel Services. Please carefully read these Terms and also the Privacy Policy each of which is incorporated by reference into these Terms. If you do not fully agree to these Terms, you have no right to

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obtain information from or otherwise continue using the Platform and Travel Services. If you act on behalf of a company or other legal entity, you guarantee that you have the authority to act on behalf and to bind that company or other legal entity to these Terms.

If you as the Operator are using this Platform and/or making travel reservations or bookings for another person you agree to inform that person(s) about the Terms that apply to the travel reservations and bookings you have made on their behalf, including all rules and restrictions applicable thereto and these Terms. You agree to be financially responsible for all of your use of the Platform (as well as for use of your account by others). You are responsible for any bookings and travel reservations made by persons under your direction or control. You also warrant that all information supplied by you in using the Platform are true, current, complete, and accurate. Furthermore, you also confirm that the Traveller is not an unaccompanied minor. Without limitation, any exploratory, speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited.

Eligibility

The Services are intended solely for persons who are aged 18 years or older. Any access to or use of the Services by anyone under 18 years is expressly prohibited. By accessing or using the Services you guarantee that you are 18 years or older.

Privacy

e.DMC's Privacy Policy applies. Please see them for information and notices concerning e.DMC's collection and use of your personal information.

Bookings

Bookings are made by the Operator on the Platform. When a booking is confirmed a dedicated consultant at the e.DMC offices will receive a system generated email alerting him/her of a new booking.

The e.DMC consultant is responsible for completing the booking process with the Travel Service provider.

Once all Travel Service providers have confirmed the requested travel services and the e.DMC consultant has loaded the confirmation information on the system an invoice will be generated and sent to the Operator.

When an Operator has several bookings within a month the e.DMC consultant will provide a statement which will be send each 15th of the month.

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Divisional Management Board: M Wiest · M Mellaart

Bookings by Travellers with Operators

The respective Operator only, and not e.DMC, is solely responsible to the respective Traveller for honouring any confirmed bookings and making available any Travel Services reserved through the Platform. The Operator is also responsible to provide all information legally required to the Traveller. The Operator acknowledges and agrees that e.DMC is not a party to the agreement between it and the Traveller and only acts as a wholesaler to the Operator and e.DMC accepts no liability arising from or related to any of your agreements with the Traveller.

The Operators are requested to either confirm or reject a booking within the specified timeframe (which is generally within 24 to 48 hours of when the booking is requested, as determined by e.DMC in its sole discretion) or the requested booking will be automatically cancelled. Once your confirmed booking transaction is complete (including payment) you will receive a confirmation email summarizing your confirmed booking.

Payments

All Travel Services will require full prepayments 30 days prior to departure.

Deposits

Deposits Terms & Conditions apply as per the Travel Service provider's booking and deposit terms & conditions. The terms and conditions for each Travel Service provider may be found under the specific Travel Service provider on the Platform.

Rates

All rates provided on the Platform are nett and non-commissionable.

Bank and Credit Card Fees

Payment by credit card is currently not available and not accepted.

International Travel

By offering reservations for travel destinations outside of South Africa, e.DMC does not represent or warrant that travel to such areas is advisable or without risk. e.DMC will not be liable for damages or losses that result from travel to such destinations.

Travellers and any children traveling must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. It is the Operators sole responsibility to ensure that the Traveller secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into

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each destination. In some countries the Traveller may be subject to entry (reciprocity) fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with the Traveller's local consular services. Obtaining and carrying these documents is the Traveller's sole responsibility. e.DMC bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for the Traveller, or for any delays, damages, and/or losses including missed portions of the Traveller's vacation/holiday related to improper documentation or government decisions about entry.

Health: Recommended inoculations for travel may change and the Traveller should consult their doctor for current recommendations before they depart. It is the Traveller's responsibility to ensure that they meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

It is the Operators responsibility to ensure that the Traveller is informed of all the necessary information regarding travel and requisite documentation required. e.DMC shall have no responsibility to the Operator or the Traveller in relation to documentation required for travel to any destination.

Operator Cancellations and Refunds

If an Operator cancels a confirmed booking made via the Platform, a refund of the paid amount for such booking will be made within a commercially reasonable time of the cancellation by the Operator subject to any cancellation fees imposed by e.DMC and the relevant Travel Service booked. The Operator shall only receive a refund where e.DMC is able to obtain a refund from the Travel Service provider. All refunds and cancellations will be subject to the Travel Service provider's terms and conditions.

Content

All materials and content on the Platform, including, but not limited to, images, illustrations, text, audio clips, and video clips, are protected by or consist of copyrights, trademarks, service marks, and/or other intellectual property rights ("Intellectual Property"). The Intellectual Property is governed and protected by various intellectual property laws and treaty provisions, privacy and publicity laws, and communications regulations and statutes. The Intellectual Property is owned or controlled by us or other parties that have licensed to us the right to use their Intellectual Property or the right to market their products and/or services (collectively the "IP Providers").

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The Intellectual Property is provided solely for your personal, non-commercial use. You agree to abide by all additional copyright notices, information, or restrictions contained in any material or content on the Platform. You may download any Intellectual Property solely for your personal, non-commercial use, consistent with these Terms, provided that you maintain all copyright and other notices contained in such Intellectual Property. You may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit any Intellectual Property in any way (including by e-mail or other electronic means) without our prior written consent or that of the IP Providers. Modification of any Intellectual Property or use of any Intellectual Property for any other purpose is a violation of the copyrights, trade mark rights, and other proprietary rights. The use of any Intellectual Property on any other site or networked computer environment, or maintaining unauthorised links to the Platform, is prohibited by these Terms.

All software, applications, and modules (collectively, "software") used on the Platform are proprietary to or licensed to us by other parties ("Software Providers", together with IP Providers, the "Providers"). You may not reproduce, reverse engineer, create derivative works of, reverse assemble or reverse compile, sell, lease, distribute, rent, assign, transfer, or modify any software on the Platform. Further, you cannot (i) use any device, software, or routine that interferes or attempts to interfere with the normal operation of the Platform; (ii) perform any action that is deemed by us to impose a burden or unreasonable load on our computer equipment; (iii) use any "robot", "spider", or other automatic device (or a program, algorithm, or methodology with similar processes or functionalities), or any manual process or functionality, to monitor, assemble, analyse, index, copy, transmit, distribute, transfer, or link to any of the pages, data, materials, or content available on this Platform.

e.DMC may, in its sole discretion, permit you to post, upload, publish, submit or transmit text, graphics, images, video or other materials ("Content"). By making available any Content on or through the Services, you agree that e.DMC may use the Content as e.DMC at its discretion sees fit in particular on its (mobile) website and app, and in (online/offline) promotional materials and publications. You hereby grant to e.DMC a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Content on, through, or by means of the Services. e.DMC does not claim any ownership rights in any such Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Content.

e.DMC may, in its discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate your access to the Services, and (b) deactivate or terminate your e.DMC account. Upon termination e.DMC will within a commercially reasonable time pay you any amounts which e.DMC is legally obliged to pay you. e.DMC does not have an obligation to delete or return to you any Content you have posted to the Services, including, but not limited to, any reviews or feedback.

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Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due an attributable shortcoming of e.DMC's obligations in respect to our services, up to an aggregate amount of the aggregate cost of the Travel Services set out in the booking confirmation.

To the extent permitted by law, e.DMC shall not be liable for any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, any inaccuracy relating to the information (including rate and/or availability) of the Travel Service provider as made available on our Platform, the Travel Service's offered by the Travel Service provider, any damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Platform, or any injury, death property damage, or other direct, special, consequential or punitive damages, losses or costs suffered, incurred or paid by you, whether due to acts, errors, breaches, negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or attributable to the Travel Service provider or any of our other business partners whose products or Services are made available, ordered, or promoted on or through the Platform, including any cancellation, overbooking, strike, force majeure or any other event beyond our control.

e.DMC is not responsible (and disclaims any liability) for the use, validity, quality, suitability, fitness and due disclosure of the Travel Service and makes no representations, warranties or conditions of any kind in this respect, whether implied statutory or otherwise, including any implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. The Operator acknowledges and agrees that the Travel Service provider is solely responsible and assumes all responsibility and liability in respect of the Travel Service. Claims or complaints in respect of the Travel Service price, policy or specific requests made by Travellers are to be dealt with by the Travel Service provider. e.DMC is not responsible for and disclaims any liability in respect of such complaints, claims and liabilities.

General

The Operator may request that e.DMC load certain Travel Service provider's onto the Platform in order for the Operator to be able to book and use these Travel Service's from the Platform. The fulfilment of such a request will be at e.DMC's sole discretion and there shall be no obligation to satisfy such a request.

e.DMC shall not load a Travel Service provider onto the Platform should an Operator not be able to demonstrate through historical data that a minimum of 50 room nights per a year will be achieved by the Operator with the Travel Service provider loaded.

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e.DMC reserves the right to withdraw the Travel Services and/or Services from the Platform for any reason whatsoever and without notice to any Operator. In such circumstances e.DMC shall ensure that any Travel Services already booked will be adhered to in relation to these Terms.

e.DMC shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.

No indulgence, which e.DMC may grant to any party, shall constitute a waiver of any of the rights of e.DMC who shall not thereby be precluded from exercising any rights against the Operator and/or the Traveller which may have arisen in the past or which might arise in the future.

Each term or condition of these Terms shall be separate and separately enforceable from the other terms and conditions herein, and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.

All Travellers shall comply with general Codes of Conduct as issued by the e.DMC or the Travel Service providers from time to time, including any prohibition on smoking imposed on any Travel Service.

Jurisdiction

All matters arising from or in connection with these Terms and any contract concluded by the Operator with e.DMC, their validity, existence and termination shall be determined in accordance with the laws of the Republic of South Africa.

Should any dispute of any nature whatever arise from or in connection with these Terms and any contract concluded by the Operator with e.DMC, then at the election of any party, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. The customer by its/his/her signature hereto expressly consent to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorizes the Business/es to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of Article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.

Either party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

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Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

Any arbitration shall be conducted in camera and the parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other party.

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