

**DC GO CUSTOMER SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**

entered into by and between

**DC GO (PTY) LTD
(Registration Number: 2017/144444/07)
BASSAP HOUSE, 7 COOMBE PLACE, RIVONIA, JOHANNESBURG**

("DC Go")

and

("the Customer")

COOLING OFF

1. The Customer may cancel this Agreement to receive Services from DC Go, in terms of any DC Go Package, that was entered into by the Customer due to any direct marketing, without reason or penalty, within 5 (five) business days after the transaction or Agreement was concluded.
2. This Agreement can be cancelled by a Customer by using one of the four methods listed in clauses 12.2.1 to 12.2.5
3. DC Go will in turn, return any payment received from the Customer in terms of the transaction within 15 (fifteen) business days after receiving notice of the cancellation if no goods have been delivered to the Customer;
4. DC Go will not attempt to collect any payment in terms of the Agreement if the Agreement is cancelled in terms of a Customer's cooling off right.

THIS AGREEMENT, IN CONJUNCTION WITH THE KEY TERMS AND CONDITIONS ACCEPTED ON DC GO'S ELECTRONIC PLATFORM, CONTAINS THE TERMS AND CONDITIONS ON WHICH DC GO (PTY) LTD WILL PROVIDE OFF GRID SOLAR ENERGY TO YOU, THE CUSTOMER.

1. INTERPRETATION AND DEFINITIONS

- 1.1 In this Agreement, certain words shall appear in Title Case to show that these words shall have the meanings provided below:
 - 1.1.1 "Agreement" means these terms and conditions as well as all schedules and documents attached to these terms and conditions, as well as any amendments made in the required manner;
 - 1.1.2 "Connection Fee" means the money payable by you to DC Go to install and/ or switch on the energy to your Property;
 - 1.1.3 "Customer" or "you" means the natural person identified on the front page hereof as the Customer entering into this Agreement with DC Go;
 - 1.1.4 "DC Go Compatible Appliances" means appliances that are compatible with the energy provided by the DC Go System, including but not limited to lights, televisions, refrigerators and stoves;
 - 1.1.5 "DC Go Appliances" means appliances that are compatible with the energy provided by the DC Go System, built and sold by DC Go or its authorised agents or DC Go Vendors;
 - 1.1.6 "DC Go Package" means the combination of DC Go Appliances, to be powered by the DC Go System, as chosen by the Customer in terms of this Agreement;
 - 1.1.7 "DC Go Service Fee" means the fee payable in respect of the DC Go Package selected by the Customer;
 - 1.1.8 "DC Go System" means the DC Go solar generated power system that includes solar towers, distribution network, distribution boxes and switch boxes;
 - 1.1.9 "DC Go Service" or "Services" means pre-paid energy supplied by the DC Go System to the Customer in accordance with the Customer's selected DC Go Package;
 - 1.1.10 "DC Go Vendors" means a retailer, dealer, shopkeeper, wholesaler, merchant or informal salesperson who has been authorised by DC Go to receive payments in respect of the DC Go Packages;
 - 1.1.11 "Installation" means the work done by the installer in placing the DC Go System and DC Go Package, as well as commissioning the DC Go Service at the Customer's Property;
 - 1.1.12 "Property" means the residence or small business premises of the Customer;
 - 1.1.13 "writing" shall mean in ink, by hand, on paper and shall include data message and shall include the provisions constituting "writing" in the Electronic and Transactions Act 25 of 2002.
- 1.2 When considering this Agreement, please note that –
 - 1.2.1 words indicating any one gender shall include the others and the singular shall include the plural;
 - 1.2.2 "days" shall mean calendar days unless qualified by the word "business", in which instance a "business day" shall mean any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time; and

- 1.2.3 unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.2.4 The use of the expression "but not limited to" by DC Go indicates that the prescribed list is not a closed one and that there may be other matters not listed to which the clause applies.

2. DC GO'S UNDERTAKINGS IN RESPECT OF THE SERVICES

- 2.1 DC Go undertakes to do whatever is reasonable and possible to provide the Customer with the Services in terms of his / her chosen DC Go Package.
- 2.2 DC Go undertakes to maintain and repair the DC Go System, which will remain the property of DC Go for the entire term of the Agreement and thereafter, from normal wear and tear.
- 2.3 The Services may from time to time be interrupted in the following circumstances:
 - 2.3.1 if the period that energy has been paid for in terms of a paid for DC Go Package expires; or
 - 2.3.2 during any technical failure, modification or maintenance of the DC Go System; or
 - 2.3.3 in the event that the DC Go System is damaged in any way through any means including without limitation, vandalism, theft, or a force majeure event
 - 2.3.4 if you fail to comply with any of the terms and conditions of this Agreement; or
 - 2.3.5 in any other reasonable circumstance where this is deemed necessary by DC Go.
- 2.4 If the interruption is due to reasons set out in clause 2.3.2, DC Go shall ensure that the DC Go Service is restored as soon as reasonably possible. In the event that period of interruption is for a period longer than 1 (one) day, DC Go shall credit the Customer the number of days that the DC Go System is interrupted after the expiry of the 1 (one) day, in which case, the DC Go Service Fee will then only be payable on the day after the credited days have ended.
- 2.5 If the interruption is due to reasons set out in clause 2.3.3, DC Go shall ensure that the DC Go Service is restored as soon as reasonably possible. In the event that period of interruption is for a period longer than 5 (five) days, DC Go shall credit the Customer the number of days that the DC Go System is interrupted after the expiry of the 5 (five) days, in which case, the DC Go Service Fee will then only be payable on the day after the credited days have ended.
- 2.6 If it is reasonably practical and dependent on the circumstances, DC Go shall give notice of any intended interruption in the Services, providing information relating to the expected duration of such interruption.
- 2.7 DC Go may impose maximum daily energy usage on all DC Go Packages,
 - 2.7.1 if prolonged inclement weather has reduced generation and storage capacity, DG Go reserves the right to limit the energy delivered to you during daylight hours to ensure that sufficient energy is available to operate the DC Go Package after dark.
 - 2.7.2 if your daily energy usage is exceeded, DG Go reserves the right to limit the energy delivered to you during daylight hours to ensure that sufficient energy is available to operate the DC Go Package after dark.

3. CUSTOMER'S UNDERTAKINGS IN RESPECT OF THE SERVICES

You undertake that:

- 3.1 You will use the Services lawfully and that you will comply with all laws and acceptable use policies; and
- 3.2 You will comply with all instructions issued by DC Go which concerns your use of the Services, the DC Go System, the DC Go Appliances, the DC Go Service Fee or any other related matters; and
- 3.3 You will adhere to and implement policies and procedures issued by DC Go from time to time relating to the Services, DC Go System, DC Go Service Fee and DC Go Appliances; and
- 3.4 You will not be entitled to commercially exploit the Services in any manner whatsoever without DC Go's prior written consent, including without limitation, the provision of energy to third parties; and

- 3.5 You shall immediately notify DC Go, by way of one of the four methods listed below (clauses 12.2.1 to 12.2.4), should you become aware of any vandalism, theft, misuse, exploitation or destruction of a DC Go System; and
- 3.6 You will provide DC Go with all such necessary information as DC Go may, in its sole discretion, reasonably and lawfully require, in the format required by DC Go which may include reducing any information to writing; and
- 3.7 You shall ensure that DC Go is notified of any changes in respect of the details of your Property, your means of electronic communication (mobile number, email address) or any other changes that may be relevant to this Agreement; and
- 3.8 You will only use DC Go Appliances or DC Go Compatible Appliances which is approved for use in conjunction with the DC Go System; and
- 3.9 You will always engage with DC Go, their employees, their authorised agents and DC Go Vendors and any other DC Go authorised representative in a respectful manner.

4. INDEMNITIES

- 4.1 The Customer indemnifies DC Go and holds DC Go harmless against any claims by third parties in respect of prohibited or unlawful activities conducted by the Customer;
- 4.2 The Customer acknowledges that DC Go may, if it is of their reasonable opinion that the Customer is abusing the Services or using the Services unlawfully, immediately suspend the provision of the Services without liability on the part of themselves.
- 4.3 You indemnify and hold DC Go, their employees, their authorised agents and DC Go Vendors and any other DC Go authorised representative harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by DC Go, their employees, their authorised agents and DC Go Vendors and any other DC Go authorised representative, which arises directly or indirectly out of a breach of the terms of this Agreement by you or by your use of the Services and/or the DC Go Appliances, other than in respect of losses caused by the negligence or intentional misconduct of DC Go, their employees, their authorised agents and DC Go Vendors and any other DC Go authorised representative.
- 4.4 Without affecting the generality of 4.3 above, DC Go, their employees, their authorised agents and DC Go Vendors and any other DC Go authorised representative shall not be liable to you for any breach of this Agreement or failure of DC Go, their employees, their authorised agents and DC Go Vendors and any other DC Go authorised representative's part to perform any obligations because of any event outside the direct control of DC Go, including but not limited to:
 - 4.4.1 technical problems relating to the DC Go System;
 - 4.4.2 termination of any licence to operate or use generate and provide off-grid solar electrification systems;
 - 4.4.3 any act of God, including but not limited to storms, hail, earthquake or flooding;
 - 4.4.4 any government control, restrictions or prohibitions or other government act or omission, whether local or national, industrial disputes;
 - 4.4.5 any damage caused due to vandalism, unrest, theft, strikes, malicious and deliberate damage or any other cause beyond the control of DC Go.

5. DURATION, AMENDMENT AND TERMINATION

- 5.1 This Agreement shall come into effect on the Signature Date and shall regulate the relationship between DC Go and the Customer until either party cancels this Agreement in writing.
- 5.2 It is a condition for Services to be provided to you, the Customer, that you should use the System. Should you not use the DC Go System and should you fail to make payment of the Service Fee for 60 (sixty) consecutive days, DC Go shall, as set out in more detail in clause 6 hereunder, have the right to terminate the Agreement and remove the DC Go System from your Property. The Agreement is thus subject to a "USE IT OR LOSE IT" policy.
- 5.3 You shall have the right to cancel this Agreement at any time with 20 (twenty) business days' notice to DC Go. You agree that you are aware that DC Go may levy an administrative cancellation fee upon cancellation of the Agreement. You may notify DC Go of your intention to terminate this Agreement by using any method provided in clause 12.2.1 to 12.2.4 below.
- 5.4 DC Go shall have the right to cancel the Agreement with 40 (forty) business days' written notice to you.

- 5.5 If you do not comply with your obligations under this Agreement and you do not correct your failure to comply after receiving a notice from DC Go requesting you to comply within 20 (twenty) business days, then DC Go may immediately terminate this Agreement.
- 5.6 You shall pay to DC Go on demand all costs that DC Go incurs due to your failure to comply with the terms and conditions of this Agreement or any termination hereof, which may include, without limitation: -
- 5.6.1 Costs relating to tracing you;
 - 5.6.2 all legal costs on an attorney and client scale;
 - 5.6.3 collection commission that may legally be recovered from you by DC Go's attorneys or collection agents on amounts collected.
- 5.7 Upon cancellation of the Agreement by any party thereto, you will allow DC Go or its nominated agent or representative to access your Property so as to allow DC Go or its nominated agent or representative to remove the DC Go System. DC Go shall not be held responsible for routine wear and tear caused by or during the removal of the DC Go System or any components thereof.
- 5.8 Upon termination of this Agreement for any reason whatsoever, any DC Go Service Fees already paid shall be forfeited and you shall have no claim of any nature against DC Go in respect thereof.

6. CHARGES AND FEES PAYABLE

- 6.1 You declare that you are aware that you are liable to pay a Connection Fee within 5 (five) business days after the Signature Date and that, if you do not pay this Connection Fee in time, this Agreement shall be null and void.
- 6.2 Once you have been connected, you shall ensure that payment of the DC Go Service Fee is made within 2 (two) days of having an active service.
- 6.2.1 Failing which your DC Go Service will be deactivated,
 - 6.2.2 Failure to make payment of your first DC Go Service Fee within 15 (fifteen) days of being connected, DC Go shall be entitled to terminate the Agreement and to remove the DC Go System from your Property.
- 6.3 DC Go may prescribe payment procedures and policies from time to time.
- 6.4 Once you have paid the DC Go Service Fee, you will receive the Services in terms of your chosen DC Go Package. The monthly DC Go Service Fee will entitle you to DC Go Services as per your selected DC Go Package for 30 (thirty) Calendar days.
- 6.5 DC Go reserves the right to increase the price of the DC Go Packages at any time by providing you with 20 (twenty) business days' written notice. You will be bound to pay such increased charges for your chosen DC Go Package from the date that DC Go notifies you that it will be activated, unless you exercise your right to terminate this Agreement by giving 20 (twenty) business days' written notice of termination to DC Go.
- 6.6 If you fail to make payment of the DC Go Service Fee on or before the payment date selected by you, your DC Go Service will be de-activated until such a time as you make payment of the monthly DC Go Service Fee.
- 6.7 If you fail to make payment of the DC Go Service Fee for 60 consecutive days, DC Go will have the right to cancel this Agreement and to remove the DC Go System from your Property, in which case no energy shall be available to your Property. In such a case you will have to enter into a new agreement with DC Go and you will have to pay a new Connection Fee.
- 6.8 DC Go reserves the right to charge the Customer a fee for re-connection, equal to the Connection Fee, of your DC Go Service should you re-locate to a different property within the DC Go's operational locale.

7. APPLIANCES

- 7.1 You herewith confirm that you are aware that ordinary commercially available appliances will not work with the energy provided by the DC Go System.
- 7.2 Only DC Go Appliances will work with the energy provided by the DC Go System as they are specifically designed low energy consuming, 12 Volt, Direct Current appliances.
- 7.3 You are only allowed to connect the DC Go Appliances as specified in your chosen DC Go Package to the DC Go System.

- 7.4 You herewith confirm that you are aware that the DC Go Appliances are not included in cost of your DC Go Package and that you must purchase these DC Go Appliances separately from DC Go or its authorised agents or DC Go Vendors.
- 7.5 Any loss, theft or damages to your DC Go Appliances shall not influence your agreement with DC Go to pay for the DC Go Package DC Go shall under no circumstances be held liable for a refund or credit if you cannot use the Services that you paid for in terms of your chosen DC Go Package because of loss or damage of your DC Go Appliances.
- 7.6 All DC Go Appliances will be sold with a 6 (six) month warranty of quality against defects, within the meaning of the Consumer Protection Act, 68 of 2008. Any other appliance specific warrantee or guarantee, if applicable, shall be detailed in the appliance user manual that will be included with a new appliance. It is advisable to keep this manual in a safe place for the duration of the warranty.
- 7.7 DC Go shall not take any responsibility of any nature for any harm or damage caused through the use of any DC Go Compatible Appliances that are not authorised as DC Go Appliances by DC Go itself.
- 7.8 All user support offered in relation to DC Go Appliances is provided by the manufacturer thereof and to the extent permitted by law DC Go shall not be liable for any loss, cost, claim or damage of whatsoever nature suffered by you in relation thereto including without limitation, any failure of the manufacturer to provide same.
- 7.9 You shall not be entitled to withhold payment of any money due under this Agreement for any reason whatsoever, including but not limited to, any dissatisfaction with DC Go Appliances, its operation or otherwise or any failure of the manufacturer to honour any second warranty offered or any other reason whatsoever.
- 7.10 The return of any DC Go Appliance shall be done in accordance with the return policy that shall be available from DC Go upon request. In such a case it is important to note that the following shall be required:
- 7.10.1 DC Go Appliances must be returned within 7 (seven) calendar days from date of purchase on the official receipt / invoice / proof of purchase;
 - 7.10.2 The original official receipt / invoice / proof of purchase as received at point of sale must be supplied;
 - 7.10.3 All DC Go Appliances must be assessed by a DC Go technician for any faults reported by the client before being exchanged. This assessment may take up to 5 calendar days.
 - 7.10.4 There must be no physical damage to the DC Go Appliance or its accessories or any signs of neglect due to physical abuse, liquid damage, screen scratches, dents or marks. Physical damage, including minor scratches and dents, could result in your return of the DC Go Appliances being rejected.
 - 7.10.5 Items that qualify as faulty will only be swapped for the same make and model of DC Go Appliances.
 - 7.10.6 The original contents of the packaging must be intact or in a good condition, failing which a DC Go shall be entitled to impose a reasonable charge in respect of the necessary restoration to render the goods fit for re-stocking

8. RISK AND OWNERSHIP

- 8.1 The risk and ownership of the DC Go System shall always vest in DC Go. You understand that this will never be your property.
- 8.2 If you buy DC Go Appliances, then –
- 8.2.1 From the moment you take possession of the DC Go Appliances, you will be responsible for and liable for all risk in and to the DC Go Appliances which will include but not be limited to loss, damage, accidental damage, liquid damage, theft unauthorised use of the DC Go Appliances subject to any applicable warranty provided with such DC Go Appliances or imposed by operation of law; and
 - 8.2.2 DC Go will remain the owner of the DC Go Appliances until full payment of the purchase price thereof has been received.

9. MIGRATION

- 9.1 If you wish to increase your energy usage by adding more appliances, you shall migrate to another DC Go Package that allows for more energy usage and more appliances.
- 9.2 With the prior written permission of DC Go, which may be withheld at any time, for any reason, you may be entitled to upgrade or downgrade your DC Go Package, subject thereto that:

- 9.2.1 any charge levied by DC Go in respect thereof has been paid by you; and
- 9.2.2 all relevant documents required by DC Go have been signed by you indicating acceptance of any terms and conditions applicable thereto;

9.3 You acknowledge that you are aware that, if you migrate to another package, especially if you upgrade your DC Go Package to include a fridge and/or freezer in the future; that the DB Unit may need to be relocated and that the relocation of the DB Unit within your Property will incur costs and may cause ordinary wear and tear damage to your Property that is normally associated with the removal of equipment of this nature.

10. SYSTEM INSTALLATION

10.1 DC Go or its authorised agents shall install the DC Go System in accordance with DC Go's standard operating procedures and codes of good practice.

10.2 It shall be the prerogative of DC Go or its authorised agents where to install the DB Unit.

10.3 The Customer hereby acknowledges that, if it wants the DB Unit located elsewhere than indicated by the installer, it will carry the cost of having the DB Unit relocated.

10.4 The Customer hereby acknowledges that if it wants the PV panels located elsewhere than indicated by the installer it will have no claim against the installer or DC Go for damage which may occur to its roof structure during or after installation;

10.5 The Customer hereby acknowledges that if it wants the cable entry point located elsewhere than indicated by the installer it will have no claim against the installer or DC Go for damage which may occur to its roof structure during or after installation.

11. DISCLOSURE OF PERSONAL INFORMATION

11.1 You consent that DC Go may, to the extent permitted by law, receive or disclose your personal information, documents, credit profile information and/or any other credit information from or to –

- 11.1.1 any credit providers, credit bureau or credit reporting agencies;
- 11.1.2 any law enforcement agencies that require the information for the prevention or investigation of criminal activities;
- 11.1.3 any of DC Go's shareholders, related entities, suppliers, agents, professional advisors or any company within the DC Go group for marketing purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act, 2008;
- 11.1.4 any of DC Go's shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and service and/or auditing purposes;
- 11.1.5 any other person that you specifically permit DC Go to share your personal information with.

11.2 Despite any part of this Agreement that may indicate otherwise, DC Go shall be entitled to utilize your detailed call records for any lawful purpose including but not limited to tracing and/or collection purposes.

12. COMMUNICATION

12.1 You hereby consent that DC Go may communicate with you by the use of all and any necessary communications in terms of the Electronic Communications and Transactions Act 25 of 2002 or subsequently enacted and relevant legislation. You are entitled to inform DC Go if you do not wish to receive any communications for purposes of direct marketing and in this instance, and DC Go will desist from circulating any further such material to you.

12.2 The Customer shall use one of the four methods of communication listed below to communicate with DC Go: -

- 12.2.1 Notify the Local DC GO Representative; or
- 12.2.2 Contact the DC Go Offices on +27 010 447 0192; or
- 12.2.3 Email DC Go at info@dcgo.today; or
- 12.2.4 Via DC Go's website www.dcgo.today; or
- 12.2.5 Via the DC Go's USSD number *120*7709#.

12.3 The Customer shall ensure that DC Go is immediately informed of any changes relating to the details of the Customer's electronic communication devices (mobile number, email address). In the event that the Customer fails to notify DC Go of any changes to

his/her electronic communication devices, DC Go shall not be held responsible if a Customer does not receive any information or, if Customer communication is not allocated correctly.

13. GENERAL

13.1 These terms and conditions make up the backbone agreement between DC Go and the Customer.

13.2 These terms and conditions replace any arrangement or understanding held by the parties before these terms and conditions were signed and accepted.

13.3 You shall not transfer (whether it be by cession, assignment, encumbering or delegating) any of your rights or obligations in terms of this Agreement to any third party without the prior written consent of DC Go.

13.4 No amendment, addition, waiver of any right or consensual cancellation of these terms and conditions will be binding unless it is recorded in writing and signed by the you and DC Go.

13.5 This Agreement constitutes the whole agreement between the parties and no representations or warranties other than those set out herein shall be binding on the parties, save for any amendment effected in terms of 13.4 above.

13.6 Neither party shall lose any of its rights under these terms and conditions if it does not immediately, and in every instance, insist on them.

13.7 The Customer agrees that all notices given to him / her in terms of this Agreement shall be in writing but may be given in electronic format, as set out in clause 12.

13.8 All legal notices to DC Go shall be in writing and shall be delivered to DC Go's chosen address as set out on the front page hereof.

13.9 In the event of any one or more of these terms and conditions in this Agreement being unenforceable, such terms and conditions will be deemed to be removed from the remainder of this Agreement and the Agreement will remain binding and enforceable.