

SASOL REWARDS APPLICATION : TERMS AND CONDITIONS OF USE

The following Terms and Conditions of Use govern the Sasol Rewards Application (“the Sasol App”).

Kindly review the Terms and Conditions of Use together with the Sasol Privacy Notice prior to use of the Sasol App. By accessing this Sasol App or any functionality thereof on any electronic device, including your computer, mobile phone, tablet or any other device (“Device”), you hereby confirm that you have read the Terms and Conditions of Use when registering on the Sasol App and accept such Terms and Conditions of Use.

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1. DEFINITIONS

The definitions recorded below have the following meanings:

“**App User**” means the Customer registered and using the Sasol App;

“**Biometric Authentication**” means the security process that relies on the unique characteristics of the User to verify they are who they say they are when registering or logging in to the Sasol App. The Biometric Authentication systems compare the physical or behavioural traits of the User to stored, confirmed, authentic Biometric Data stored on the User’s Device.

“**Biometric Data**” means the unique physical or behavioural characteristics of the User that is used for biometric identification. The Biometric Data is used in biometric systems for authentication, identification and application access control purposes.

“**Contact Centre**” means the Sasol Energy Customer Service Centre with contact details , e-mail at SasolQueriesandEnquiries@sasol.com or telephone number +27 860 335 444 with operating hours from Monday to Friday between 06h00 am and 18h00 pm;

“**Convenience Centre**” means the Sasol Convenience Centre consisting of a fuel forecourt and Sasol delight!™ or Sasol branded Convenience Store retailing general goods and merchandise, including by way of example, but not limited to, and whether or not similar to, confectionary, beverages, approved convenience foods, household items, newspapers and magazines;

“**Rewards Website**” means the website dedicated to the Sasol Rewards Loyalty Programme with web address www.sasolrewards.co.za .

“**Sasol/we/us/our**” means Sasol Oil (Pty) Ltd (Registration Number: 1981/007622/07);

“**Sasol Store Locator**” means the store locator software developed by Sasol and housed in the Sasol App which allows the App User to locate all Sasol Retail sites in its network and products supplied and services rendered at such retail site;

“**User Content**” means the text and documents the App User uploads and/or transmits when using the Sasol App;

“**You/Your**” means the Sasol customer registered on the Sasol App as an App User.

2. INTRODUCTION

- 2.1 You are required to read and understand the Sasol App Terms and Conditions of Use prior to registration.
- 2.2 Questions related to the Term and Conditions may be addressed to the Sasol Energy Customer Service Centre team via e-mail at SasolQueriesandEnquiries@sasol.com or by telephone on +27 860 335 444.
- 2.3 Registration and use of the Sasol App is considered acceptance of the Terms and Conditions of Use set out herein.
- 2.4 An App User must be 18 years or older.
- 2.5 By using the Sasol App, you are given access to the Sasol Rewards Loyalty Programme, together with other related linked websites, applications, services, interfaces, payment platforms, software and other functions as stipulated in the Sasol App.
- 2.6 In order to use the Sasol Rewards Loyalty Programme functionalities you will be required to register or sign in as Sasol Rewards Member and accept the Sasol Rewards Terms and Conditions prior to use of the Sasol Rewards Programme.

3. OWNER AND OPERATOR INFORMATION

- 3.1 The Sasol App is owned and operated by Sasol Oil (Pty) Ltd, a private limited company registered in accordance with company laws of South Africa, registration number 1981/00762/07, with principal place of business at Sasol Place, 50 Katherine Street, Sandton, Gauteng, 2146, South Africa.

4. REGISTRATION AND MOBILE SERVICES

- 4.1 The Sasol App is free to download for your personal, non-commercial use, and is available on various mobile operating systems, including Android, Huawei and iOS. Sasol grants you a limited non-exclusive licence to use the Sasol App in accordance with these Terms and Conditions of Use.
- 4.2 To access certain features of the Sasol App you will need internet access, which costs are solely borne by the App User.
- 4.3 The terms of your agreement with your mobile network provider will continue to apply when using the Sasol App and You accept all charges related to such use.
- 4.4 By using the Sasol App you agree that Sasol may communicate with you electronically via your Device and the Sasol App.
- 4.5 You are required to have a compatible Device to make use of the Sasol App. The Sasol App contains features that may only be available on certain mobile Devices.
- 4.6 When creating your user account for the Sasol App you will be prompted to follow the registration process.
- 4.7 During the registration process the App User will be prompted to register by e-mail and select a secure password, and once registered, the User may either log on to the App by using his secure e-mail and password, alternatively the User may opt in to log in to the App by Biometric Authentication, noting the following -
- 4.7.1 such third party registration method or application will have different terms and conditions of use to the Sasol App;
- 4.7.2 You acknowledge that different terms of use and privacy policies may apply to your use of such third party applications or registration methods;
- 4.7.3 Sasol and the Sasol App does not endorse such third party applications or registrations methods and in no event will Sasol be responsible or liable for any products or services of such third party providers;
- 4.7.4 these third party providers are not parties to this Sasol App Terms and Conditions of Use and not responsible for the provision or support of the Sasol App;
- 4.7.5 these Sasol App Terms and Conditions of Use only address the terms and conditions that apply to your use of the Sasol App;
- 4.7.6 when providing such third party providers with your personal information and/or using their services and products, you are subject to such third party agreements, and Sasol is not responsible for the security, accuracy and legalities of such use or any other aspect to the use and content of such third party products and services; and
- 4.7.7 Sasol is not responsible for, and does not provide, any support or assistance for any third party hardware, software or other products or services. Should you have any issues with such third party product or service please contact the respective third party for customer support. If you have any questions or issues with a third party product or service, please engage with such third party for customer support.
- 4.7.8 when opting in to log in via Biometric Authentication, the App User must note the following –
- 4.7.8.1 the App User will be required to provide Biometric Data (ie fingerprint, face scan, etc) stored on their Device;
- 4.7.8.2 the Biometric Data is encrypted using strong encryption algorithms;
- 4.7.8.3 encrypted data is stored on the App User's Device, ensuring that it is not accessible to unauthorised applications or users;
- 4.7.8.4 when launching the Sasol App, selecting the biometric login will trigger the User's Device to scan the registered Biometric Data;
- 4.7.8.5 the Biometric Data will be verified by comparing the scanned Biometric data with the stored encrypted data on the User's Device;
- 4.7.8.6 If the biometric data matches, the App User is granted access to the Sasol App;
- 4.7.8.7 where an error message appears for 3(three) failed biometric authentication attempts, an alternative method of authentication will be prompted which will include a PIN or password sent to the Sasol App User either by e-mail or sms.
- 4.7.8.8 Sasol does not store raw biometric data on its servers or transmit it over its networks, only storing reference data derived from the biometric data to maintain App User privacy and shall delete such biometric data once it is no longer needed for authentication purposes.
- 4.7.8.9 App Users may enable or disable Biometric Authentication in the Sasol App settings.
- 4.7.8.10 Sasol ensures compliance with relevant data protection laws and industry standards related to biometric data storage and processing.

4.7.8.11 App Users may update or delete stored biometric data and should there be any concerns regarding their biometric data, such concerns may be referred to the Sasol Energy Customer Service Centre team as set out in 2.2.

4.7.9 Sasol App Push Notifications

The Sasol App includes push notifications or other mobile communication capability. You hereby approve our delivery of electronic communications directly to your Device. These notifications may include [eg. information regarding your account balances or recent transactions.] The notifications may be delivered to your Device even when the App is running in the background. You have the ability, and it is your responsibility, to control the notifications you do, or do not, receive through your Device. It is your responsibility to keep your account information secure when using this feature. It is Your duty to familiarise yourself with the End User License of your Device and Your use of the Push Application Software related to such Device, particularly the security of Your information as exchanged. The User indemnifies Sasol, its affiliates, officers, directors, employees, agents, licensors, contractors and suppliers against any unauthorised access or use of their account due to negligence by the User in safeguarding his credentials.

4.7.10 Cookies

By using the Sasol App, you acknowledge and consent to the use of cookies. These cookies may collect and store information about your usage patterns, preferences, and Device, which may impact your browsing experience and allow us to improve our services. You have the option to manage or disable cookies through your browser settings.

5. ADVERTISING

5.1 Sasol flights advertising on the Sasol App which may be owned by Sasol or third-party advertisers, and such advertising may be in the form of e.g., banner ads, interstitial ads, sponsored content. This advertising is standard to the Sasol App and its platform, not targeted to a specific App User, and not to be conflated with Direct Marketing as defined in terms of the Consumer Protection Act of 2008 ("CPA") and as more fully addressed in 8(*Communications*) below (as read with the Protection of Personal Information Act 4 of 2013 and any other applicable data protection laws).

6. DATA PROTECTION

6.1 Your personal details and other information relevant to you and provided by you to Sasol or which Sasol may gain access though the Sasol App will only be used in accordance with Sasol's Privacy Notice. We request that you read Sasol's Privacy Notice before continuing with Sasol's App. You acknowledge and agree that by downloading the Sasol App and creating / registering a profile, you are consenting to Sasol's use of your personal information in accordance with Sasol's Privacy Notice, see http://sasol.com/app_privacy, which is read as if incorporated in these Terms and Conditions of Use.

6.2 If you are using a Huawei Device to download and use the Sasol App, then in order to make it possible for you to download and use the Sasol App on your Huawei Device, Sasol must utilise the Huawei Software Development Kit ("Huawei SDK"). Please refer to Sasol's Privacy Notice (link as provided in 6.1) for further detail relevant to such Device and its terms of use.

6.3 Whilst your privacy as well as the safeguarding and appropriate handling of your personal information are of paramount importance to Sasol, please note that it is your responsibility to safeguard your email address, mobile phone number, passwords, One Time Pins ("OTPs"), Rewards Member details or any other information forming part of Sasol's security procedures and ensure that it is kept confidential and not divulged to anybody else.

6.4 In the event of someone else using your ID number and mobile phone number, username or password to make changes to your Sasol App, you will be held responsible for the changes and the outcome thereof and Sasol carries no responsibility in any manner whatsoever, of loss resulting from any unauthorised use of your details, with or without your knowledge.

6.5 You may from time to time be required to verify changes to your account through an OTP.

7. FAIR AND ACCEPTABLE USE POLICY

7.1 The App User may use any part of the App and print copies of such information for the App User's personal and non-commercial use.

7.2 The App User may not store, alter, copy, print, distribute or broadcast or download any material from the Sasol App for commercial use.

7.3 The App User may not use the Sasol App in any unlawful manner and/or for any unlawful purpose and/or in any manner in conflict with these Terms and Conditions of Use.

7.4 The App User may not act fraudulently or maliciously when using the Sasol App and cause any harm to the Sasol App or Sasol's security technology e.g., hacking, viruses, malware or damage to its software or operating system.

- 7.5 The App User may not use the Sasol App in any way that compromises Sasol App's security, data or interferes with the use of the Sasol App by other App Users.
- 7.6 If you change or update your Device, it remains your responsibility to immediately update your account information to ensure Sasol does not continue communicating with a party then in possession of your number or Device.

8. COMMUNICATION

- 8.1 As part of signing up for the Sasol App, Sasol will directly send You information regarding the Sasol App and related features, including but not limited to the Sasol Rewards Loyalty Programme, related product and marketing information and promotional offers.
- 8.2 **Direct marketing**
By agreeing to these Terms and Conditions of Use, you are agreeing to receive direct marketing communications on the Sasol App relating to:
- 8.2.1 **Sasol Rewards** – these may feature offers for rewards bonus points, promotional information, market research / surveys and other information that may be of interest to you about Sasol Rewards;
- 8.2.2 **Sasol's products and services** – we value you as a Sasol customer, so as we create new products and services, promotions, and offers, some in conjunction with our third-party partners, we may send you communications about these items. We might also send you market research / customer surveys or other interesting news we have to share.
- 8.2.3 **Other communications**
Sasol may send you certain administrative and servicing communications while you are using the Sasol App.
- 8.3 **Managing direct marketing communications preferences**
You can **opt out** of and manage the categories and channels of direct marketing communications that you wish to receive from Sasol at any time by updating your preferences on the Sasol App. You can also opt-out of receiving certain marketing communications from us by using the **opt-out links** provided in the marketing communications.

9. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Sasol, its affiliates, officers, directors, employees, agents, licensors, contractors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, of whatsoever nature, including without limitation, legal costs arising from or relating in any way to your User Content, your use of Content, your use of the Sasol App or any violations of these Terms and Conditions, any law or rights to any third party.

10. EXCLUSION OF LIABILITY

- 10.1 While Sasol takes all reasonable measures to ensure that the information it provides is correct at time of the inclusion in the Sasol App, Sasol makes no representations, undertaking or warranties, express or implied, as to the integrity, functionality or accuracy of the information provided.
- 10.2 Save where liability cannot be excluded in law, Sasol will not be liable to the App User, whether in contract, delict (including negligence), breach of statutory duty or otherwise, whether direct or indirect or consequential in nature, arising out of or in connection with the use of the Sasol App or reliance on any information contained in the Sasol App.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All intellectual property contained in or on the Sasol App (except for "User Content") is owned by Sasol or its licensors. All content in the Sasol App (except for User Content) including but not limited to, text, software, scripts, code, designs, graphics, photos, sounds music, videos, interactive features and all other content ("Content") is collective work under applicable copyright laws and is the proprietary property of Sasol. Sasol reserves all its rights in respect of the Intellectual Property Rights contained in the Sasol App and in respect of the Content.
- 11.2 The Sasol App contains trademarks including but not limited to the mark "Sasol" and the Sasol atom. All trademarks included on this Sasol App are owned by Sasol or its licensors. Sasol reserves all of its rights in respect of the trademarks include don the Sasol App.
- 11.3 Nothing in these Terms and Conditions of Use shall be interpreted as granting to the App User any license of Intellectual Property Rights owned by Sasol or its licensors.

12. VARIATION

- 12.1 Sasol may, in its sole discretion, amend the format or content of the Sasol App at any time, with or without notice to the App User.
- 12.2 Sasol may also suspend operation of the Sasol App, or features or functionalities, for support or maintenance work, including updating content, with or without notice to the App User.

- 12.3 Updates to the Sasol App may be issued through the Appstore, Google Play or Huawei AppGallery and may require downloading of the latest version of the Sasol App which may include acceptance of new Terms and Conditions of Use.
- 12.4 Sasol may amend the Terms and Conditions of Use of the Sasol App at any time and without notice, which changes shall be effective on the date of posting such amendments. In the event of such amendments, the App User will be asked to accept such amendments when they next access the Sasol App.
- 12.5 Should the App User not agree with the amendments as effected, the App User must immediately delete his/her Sasol App account. **Your continued use of the Sasol App will be considered an acceptance of the amended Terms and Conditions of Use.**

13. TERMINATION

- 13.1 Sasol reserves the right in its sole discretion to terminate the App User's account and/or access to the Sasol App or any features or functionalities thereof, delete your profile and/or any User Content and/or restrict any or part of the App User's use of the Sasol App for any reason it may deem reasonable. After such termination or restriction, the App User may not create a new account to circumvent termination, deletion or restriction.
- 13.2 By deleting Your profile from this Sasol App, please note that Your profile may still remain active in the Sasol Rewards programme or related programmes and on the Rewards Website. Should You wish to delete Your profile from all platforms in Sasol Rewards kindly go onto the Rewards Website and effect such deletion via the termination prompts provided.

14. GLOBAL APP ACCESS

- 14.1 This App is designed to be accessible to users worldwide, regardless of their geographic location. This means that You can download , install and open the Sasol App in any region.
- 14.2 While you can access the App globally, the Sasol Rewards programme is based in South Africa and to earn rewards and redeem Points You must be in South Africa transacting at participating locations within South Africa.
- 14.3 Any attempt to earn or redeem Points outside of the designated region, even if at a location that typically participates in the Rewards Programme, will not be processed and will not reflect in Your Rewards account.
- 14.4 App Users will be informed of these geographical restrictions upon initial login and periodically through notifications.
- 14.5 Any changes to the regions eligible for earning and redeeming Points will be communicated through updates to these Terms and Conditions and via in-App notifications.
- 14.6 Accessing the Sasol App from any region implies acceptance of the respective region's usage regulations.
- 14.7 By using the Sasol App You acknowledge and agree to these Terms and Conditions regarding regional access and the eligibility for earning and redeeming Points.

15. GENERAL

- 15.1 **Legal Notices** - All legal notices are to be delivered by hand at Sasol's registered address as set out in par 3 being Sasol's chosen *domicilium* for service of all legal process.
- 15.2 **Disclaimer** – The use of the Sasol App is entirely at the App User's own risk and the App User assumes all risk or loss resulting from use of the Sasol App, disclaiming any and all liability for any damage, loss of whatever nature out of or in connection with the App Users access to or use of the Sasol App. The App User further remains responsible for the accuracy of the information the App User enters or submits to the Sasol App.
- 15.3 **Jurisdiction** – These Terms and Conditions are governed by the laws of the Republic of South Africa.
- 15.4 **Transfer, Cession or Assignment** – Sasol may transfer, cede or assign its rights and obligations in terms of these Terms and Conditions of Use to any Affiliate of Sasol. "**Affiliate**" means with respect to a Party, any corporate entity. With legal personality that controls, is controlled by, or is under common control with such Party. An entity shall be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to at least 50 % (fifty per cent) of the equity share capital of the other entity, or if it possesses, directly or indirectly, the power to determine the composition of the majority of the board of directors of the other entity.
- 15.5 **Entire Agreement** - The Terms and Conditions constitute the entire agreement between the App User and Sasol in relation to the Sasol App. Sasol will not be bound by any undertakings, representations, warranties, promises, terms or conditions or the like not recorded herein.