

## eCommerce Platform Service Schedule

Version: 20240426

This Service Schedule for the eCommerce Platform (the “**Service Schedule**”) sets forth the terms applicable to Service provided by eCommerceAfrica to Customer and is made part of the eCommerceAfrica Master Services Agreement (the “**Agreement**”).

Capitalised terms used but not defined in this Service Schedule have the meaning given them in the Agreement.

### 1. Definitions

“**Content**” means product information, metadata, text, audio, video, images, or other content.

“**Customer Content**” means Content that Customer or any End User (a) runs on the eCommerce Platform, (b) causes to interface with the eCommerce Platform, or (c) uploads to the eCommerce Platform under Customer’s Account or otherwise transfers, processes, uses or stores in connection with Customer’s Account.

“**Documentation**” means the user guides, training manuals, integration guides and administration guides for the eCommerce Platform, which may be updated by eCommerceAfrica from time-to-time.

“**End User**” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Content; (b) visitors to the eCommerce Platform; or (c) otherwise accesses or uses the eCommerce Platform under a Customer’s Account.

“**Recurring Transaction**” means any sales order initiated through the eCommerce Platform, wherein an End User opts to purchase products or services on a subscription or recurring basis.

“**Transaction**” means any sales order placed by an End User through the eCommerce Platform by whatever means that is accepted and/or processed, (i) even if such order is later subject to a cancellation, refund, return, chargeback, or any other reversal, voluntary or involuntary and (ii) regardless of whether the End User makes, or the Customer receives any payment for such sales order. In the case of a Recurring Transaction, a Transaction includes the first sales order and all subsequent recurring billing until the subscription term expires or is cancelled by the End User.

“**Transaction Data**” means the metadata associated with a Transaction (such as sales orders, invoices, credit notes, associated products, returns, payment metadata, and so forth) that eCommerceAfrica may use to maintain a digital audit trail or transaction history.



## 2. Subscription Plan and Fees

eCommerce Platform is made available based on a subscription, which is subject to the restrictions set forth in the applicable Order Form.

2.1. "Transaction Allowance" means the maximum number of Transactions that may be processed in a Customer's Account during the Term, whereby:

- a) Any Transactions in excess of the Transaction Allowance will incur an overage charge in accordance with Section 2.2 (Overage Charges);
- b) The Customer acknowledges and agrees that any remaining Transactions at the end of the Term will not carry over into any future terms. No credit, refund, or adjustment will be provided for any remaining Transactions at the end of the Term.

2.2. "Overage Charges" means all Transactions used in excess of the Transaction Allowance during the Term, whereby:

- a) Any Overage Charges will incur a per-Transaction overage fee at amount specified on the then-current Order Form;
- b) Customer hereby agrees that any Overage Charges incurred during the Term will be billed monthly in arrears, based on the number of Transactions exceeding the Transaction Allowance during each applicable month;
- c) The Customer may, at their discretion, purchase additional Transaction Allowances during the Term to avoid incurring overage charges. The rate and conditions for this additional allowance will be outlined in a separate Order Form.

## 3. Usage Limitations and Customer Responsibilities

eCommerceAfrica's provision of the eCommerce Platform is conditioned on Customer's acknowledgement and agreement to the following:

3.1. Nothing in this Service Schedule may be construed to make eCommerceAfrica a party to any order processed through of the eCommerce Platform;

3.2. Customer has exclusive control over and responsibility for the price, promotion, advertising, shipment, taxes, delivery, content, quality, and/or format of any merchandise and products as well as any transaction facilitated through the eCommerce Platform;

3.3. Customer is responsible for ensuring that all merchandise and services listed on the eCommerce Platform complies with all applicable laws for all applicable countries;



- 3.4. Customer is responsible for ensuring that all merchandise and services listed does not violate any supplier's or third-party terms of service, brand usage rules or trademarks;
- 3.5. Customer is responsible for providing first-line service and support to any End User for eCommerce Services. eCommerceAfrica will provide second-line, back-to-back support to Customer's Designated Contact as detailed in eCommerceAfrica's Support Services schedule;
- 3.6. Customer is responsible for inviting, authorising, managing, revoking, and reviewing any applicable End User access or permissions to eCommerce Platform under the Customer's Account.

#### 4. Maintenance, Patching and Upgrades

- 4.1. eCommerceAfrica performs routine service maintenance, patching and upgrades, unless deferral of such maintenance or upgrades would materially and adversely affect performance or security of eCommerceAfrica's network, Hosting and/or Cloud Services.
- 4.2. eCommerceAfrica endeavours to perform such maintenance or upgrades in such a manner to not adversely impact the Customer or eCommerce Services.
- 4.3. To the extent possible, eCommerceAfrica shall notify Customer as far in advance as practicable of any planned maintenance, patching or upgrades.

