POLC LIFT CLUB

TERMS & CONDITIONS AND OPERATING RULES

Trusted Community Mobility | AI-Orchestrated Private Member Network

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By affirmatively accepting these Terms through the POLC Lift Club application, platform or another legally valid method, you agree to be bound by the version identified in the acceptance record. POLC may amend these Terms in accordance with clauses 1.5 and 20.1. The updated version will be made available through the application or another appropriate communication channel. Where an amendment is material or the law requires renewed agreement, POLC will request affirmative acceptance before the affected functionality is used. Continued use alone will not override a legal requirement for affirmative consent or acceptance. 19

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1. About These Terms

1.1 Purpose and acceptance

These Terms & Conditions and Operating Rules (Terms) govern registration for and use of POLC Lift Club, including its website at https://www.polcglobal.com, applications, QR codes, member profiles, matching tools, trip records, payment and settlement functions, support channels and related services. By registering, ticking an acceptance box, electronically signing, booking a Trip or otherwise using the service, you agree to these Terms and the applicable Privacy Notice.

1.2 A private member network

POLC Lift Club is designed as a private, verified and community-based mobility-orchestration network. It connects eligible members who are already travelling, or intend to travel, in compatible directions so they may share available seats and contribute towards the verified costs of a shared journey. Membership is invitation-led and subject to verification and continuing eligibility.

1.3 Important legal boundary

POLC Lift Club is designed to support private lift-club and cost-sharing arrangements. It is not intended to operate as a public taxi, ride-hailing or commercial passenger transport operator. That product intention does not itself determine legal classification. The actual operating model, payments, advertising and conduct must comply with applicable law and may be subject to legal or regulatory classification.

1.4 Related documents

The Privacy Notice, any trip-specific terms, payment disclosures, community rules, safety instructions and notices displayed in the application form part of these Terms where expressly incorporated. If a trip-specific rule conflicts with these Terms, these Terms prevail unless the trip-specific rule is a lawful safety instruction or a mandatory legal requirement.

1.5 Version and changes

POLC Lift Club may update these Terms to reflect changes in the service, law, safety controls or commercial model. Material changes will be communicated through the application, WhatsApp or email where practicable. The effective date will be stated. Continued use after the effective date constitutes acceptance to the extent permitted by law. If you do not accept a material change, you must stop using the service and may request account closure, subject to outstanding transactions and lawful retention obligations.

2. About Us and the Platform

2.1 Provider

POLC Lift Club is a mobility vertical of the Platform for Online Commerce (POLC) ecosystem. The contracting operating entity is i3 ZONE DEVELOPMENT (PTY) LTD (“i3 Zone Development”), a company incorporated in the Republic of South Africa, registration number 2015/292914/07. Its registered office is recorded as Honeydew Country Estate, Berg River Boulevard, Paarl, 7646, South Africa; this address must be checked against the latest CIPC registration record before execution. References to “POLC”, “we”, “us” or “our” mean i3 Zone Development (Pty) Ltd in its capacity as the operator of POLC Lift Club, unless the context expressly requires otherwise. General support: plcsupport@polcglobal.com. Privacy enquiries and data-subject requests: privacy@polcglobal.com.

2.2 What the platform does

The platform provides member registration, identity and eligibility controls, community context, trip publication, matching, seat booking, payment processing through third-party providers, settlement records, member communications, trust and reliability tools, incident reporting and mobility-impact reporting.

2.3 What the platform does not do

POLC Lift Club does not itself drive a vehicle, provide the vehicle, guarantee that a journey will take place, guarantee a match or act as the driver’s insurer. It does not guarantee a Member’s identity or conduct merely because a verification step has been completed. Verification reduces risk but cannot eliminate it.

2.4 Third-party services

Payment gateways, banks, identity-verification providers, communications providers, mapping services, insurers and other third parties may provide parts of the service. Their own terms may apply. POLC Lift Club is not responsible for outages or acts of third parties beyond its reasonable control, subject always to non-excludable legal duties.

2.5 Platform availability

The service is provided on a reasonable-efforts basis and may be unavailable or limited for maintenance, security, upgrades, connectivity failures, third-party outages or events beyond our control. We may suspend a feature or trip flow where reasonably necessary for safety, security, legal compliance or platform integrity.

3. Definitions and Interpretation

3.1 Definitions

In these Terms, the following expressions have the meanings set out below.

3.2 Member

A person whose POLC identity has been created and who has been accepted for POLC Lift Club participation after completing the verification and eligibility steps applicable to that person’s role.

3.3 Driver

A verified Member approved to publish Trips using a specific authorised and eligible Vehicle.

3.4 Passenger

A verified Member who requests or accepts a seat on a Trip.

3.5 Trip

A journey record containing, as applicable, the Driver, authorised Vehicle, route, pickup point, destination, schedule, seats, eligible Members, booking state, payment state, completion state and associated audit records.

3.6 Vehicle Owner

The person or entity legally entitled to make the Vehicle available for the Trip and, where applicable, receive an authorised cost-recovery settlement.

3.7 Community

An organisation or community context approved or pending approval by POLC Lift Club, such as a company, school, university, municipality, sports club, church, non-profit or other qualifying group.

3.8 Lift Club User ID and QR Token

The internal platform identity reference and associated secure, opaque token used to identify a Member or invitation context. A QR code must not directly expose identity numbers, bank details, card details, mobile numbers or other sensitive identifiers.

3.9 Journey Contribution

The amount shown to a Passenger for a Trip, including any applicable platform service fee, community allocation, payment charges or other components disclosed before confirmation. “Available Balance” means funds shown by the platform as cleared and available for the relevant transaction, excluding pending, disputed, reversed, restricted or otherwise unavailable amounts. A “Payment Provider” means the bank, payment gateway or other authorised third-party provider that processes, receives, holds, safeguards or pays out funds in connection with a transaction.

3.10 Trust Rating

A 0–7 platform rating informed by trip history, reliability, verified feedback and substantiated administrative findings. A new or unrated Member may start at 3.5, subject to the current platform rules.

3.11 Interpretation

Headings are for convenience. The singular includes the plural and vice versa. “Including” means including without limitation. If any provision is invalid or unenforceable, the remaining provisions continue to apply to the extent lawful.

4. Eligibility, Registration and Membership

4.1 Invitation and controlled access

Registration may be initiated through an approved QR code, invitation or smart link. POLC Lift Club may restrict access to approved launch groups, communities or geographic areas and may decline applications where verification, capacity, safety or legal requirements are not met.

4.2 Accurate information

You must provide accurate, current and complete information and promptly update changes to your name, contact details, address, emergency contact, community affiliation or other required information. You may not impersonate another person, use false documents or create duplicate accounts to evade controls.

4.3 Identity and contact verification

Registration may require name and surname, mobile number, email address, one-time passwords, identity or passport documentation, address details, emergency contacts, community information and other proportionate checks. WhatsApp is the preferred registration-support channel; email may be used as the alternative approved channel for the MVP.

4.4 Verification and re-verification

POLC Lift Club may conduct initial and periodic identity, fraud, sanctions, anti-money-laundering or other risk-based checks where lawful and appropriate. We may ask for updated documents or further evidence. Access may be restricted while required checks remain incomplete.

4.5 Membership is not automatic

Completing a form or scanning a QR code does not guarantee acceptance. Membership becomes active only when the applicable verification and approval gates are passed. Driver status is a separate permission and requires additional Driver and Vehicle checks.

4.6 One POLC identity

The POLC ecosystem is designed around one member identity with access to eligible POLC Verticals. Existing POLC members may use their existing identity, but must still satisfy the Lift Club-specific safety, verification and eligibility requirements.

4.7 Community and referral attribution

The invitation or referral relationship recorded during registration may be retained as a permanent attribution, subject to applicable law and correction of proven error. Community selection may be restricted to one change in a twelve-month period, unless an administrator approves an exception for a genuine reason.

4.8 No guarantee of acceptance or continued membership

We may refuse, suspend or terminate membership where reasonably required for safety, fraud prevention, compliance, capacity or breach of these Terms. Decisions will be recorded and communicated where practicable, subject to privacy and security limitations.

5. Account Security, QR Codes and Communications

5.1 Account credentials

You must keep passwords, PINs, one-time passwords, registered devices and account access secure. You must not share credentials or permit another person to use your account. POLC Lift Club may require multi-factor authentication (MFA), particularly for sensitive actions, account recovery, changes to payout details or other higher-risk activity. MFA uses at least two different categories of verification: (a) something you know, such as a password or PIN; (b) something you have, such as a registered mobile device, authenticator application or security token; and/or (c) something you are, such as a fingerprint or facial biometric. A fingerprint is a biometric factor (something you are), not a possession factor. The specific factors available may depend on the device and security functionality enabled. Notify us promptly if you suspect account compromise or unauthorised access.

5.2 QR-code security

QR codes are an entry and attribution mechanism, not proof that a person is safe or authorised to drive. The code should resolve server-side to a secure token and relevant invitation context. Do not alter, misuse, duplicate or present another Member's QR code as your own.

5.3 Communications

Operational notices may be sent through the application, WhatsApp or email, depending on the event and available functionality. You are responsible for keeping contact details current and checking important trip and safety notices.

5.4 Trip chat

Where enabled, a Trip-specific chat may be available to confirmed participants using initials, a PIN or another controlled access method. Use it only for Trip coordination and respectful communication. Do not share sensitive personal information or use the chat to harass, threaten, advertise unlawfully or arrange prohibited activity.

5.5 Emergency contacts

You must provide accurate emergency-contact details where required. Emergency contacts and Parent/Guardian Monitors receive only information authorised by the Member, required for a minor's safety, or otherwise lawfully disclosed.

6. Driver Approval and Vehicle Rules

6.1 Driver eligibility

A Driver must be an active, verified Member and hold a valid driver's licence appropriate for the Vehicle and journey. The Driver must comply with road traffic laws, licence conditions and any applicable restrictions. POLC Lift Club is a private community lift club and is not a commercial taxi or ride-hailing operation. A person who drives professionally for commercial benefit for a taxi service or ride-hailing company may not register or act as a Driver on POLC Lift Club, or use the platform to provide commercial passenger transport services.

6.2 Required documents

Before activation, the Driver must provide the required identity information, clear images of the front and back of the driving licence, licence category and expiry date, vehicle registration details and disc, VIN or other vehicle-identification evidence where required, vehicle make/model/year, valid insurance evidence and a verified payout destination.

6.3 Vehicle approval

Every Vehicle used for a Trip must be separately identified, approved, roadworthy, legally registered, appropriately insured and suitable for the journey. A Driver may use only the specific Vehicle selected and approved for that Trip.

6.4 Vehicle owner consent

If the Driver is not the Vehicle Owner, the Driver must have lawful permission to use the Vehicle and to carry the relevant Passengers. POLC Lift Club may request proof of authority or owner confirmation.

6.5 Multiple vehicles

The platform may permit a Driver or family account to associate multiple vehicles, subject to the configured limit and separate verification of each Vehicle. The Driver must select the correct approved Vehicle for each Trip.

6.6 Ongoing validity

Drivers must maintain valid licences, registration, insurance and roadworthiness. Expired, cancelled, suspended, materially inaccurate or unverified documents may result in immediate suspension of Driver permissions until resolved.

6.7 Driver conduct

Drivers must drive lawfully and defensively, wear seatbelts, comply with speed limits, avoid mobile-phone use while driving except as legally permitted, never drive under the influence of alcohol, drugs or impairing medication, and never drive while unfit, fatigued or medically unsafe.

6.8 Trip cost-sharing basis

Drivers must publish Trips they genuinely intend to undertake and must not create artificial journeys, misrepresent the route or use the platform as a disguised commercial taxi or ride-hailing operation. POLC Lift Club is intended to facilitate private community lift-sharing and the sharing of reasonable journey costs, not to generate commercial driving income. A Driver must not use the platform to solicit fares or provide rides as a professional taxi or ride-hailing driver. Any contribution must be consistent with the disclosed cost-sharing model and applicable law.

6.9 No unauthorised substitutions

A Driver must not substitute an unverified driver or Vehicle. If the approved Driver or Vehicle becomes unavailable, the Trip must be cancelled or changed through an authorised process and affected Passengers notified.

7. Passenger Eligibility and Conduct

7.1 Passenger eligibility

A Passenger must be an active and verified Member, satisfy any mandatory Community restriction and pickup geofence, meet the Trip's safety requirements and complete the required payment process.

7.2 Accurate journey details

Passengers must provide accurate pickup, destination, departure-time and contact information, and must promptly advise the Driver of material changes.

7.3 Punctuality

Passengers must arrive at the confirmed pickup point by the agreed time and remain contactable. A Passenger who will be late must notify the Driver as soon as reasonably possible.

7.4 Respect and safety

Passengers must treat the Driver and other Passengers respectfully, follow reasonable safety instructions, wear seatbelts, avoid distracting the Driver and refrain from harassment, threats, violence, discrimination, vandalism or unlawful conduct.

7.5 Prohibited items and conduct

Passengers may not bring illegal substances, weapons or dangerous items where prohibited by law or by a reasonable safety rule, nor consume alcohol or drugs in a way that creates a safety risk. The Driver may refuse a person or item where reasonably necessary for safety or legality, and must record the reason through the platform where practicable.

7.6 No transfer of booking

A booking is personal to the confirmed Passenger and may not be transferred to an unverified person without approval. A Driver may refuse an unlisted passenger.

7.7 Damage and loss

A Passenger may be held responsible, subject to applicable law and evidence, for damage or loss caused intentionally or negligently by that Passenger. Nothing in this clause authorises an unlawful penalty or automatic deduction without an appropriate basis and process.

8. Trip Creation, Matching and Booking

8.1 Publishing a Trip

The Driver must provide the intended route, pickup location, destination, departure date and time, available seats, authorised Vehicle, pickup radius or geofence where enabled, and any applicable eligibility restrictions and preferences.

8.2 Pickup geofence

The Driver may configure a pickup radius. The geofence is a matching parameter and does not itself authorise a journey or override road, safety or legal restrictions. The published pickup point and radius may be retained in the Trip record.

8.3 Mandatory matching sequence

The platform applies mandatory controls before optional preferences: (1) Trip date/time; (2) Member status and verification; (3) Driver and Vehicle approval; (4) Community restrictions; (5) pickup geofence; (6) route and destination compatibility; (7) seat availability; and then (8) optional preferences.

8.4 Optional preferences

Where enabled, compatibility preferences may include smoking preference, radio preference, home language, journey conversation preference, gender preference and other approved settings. Optional preferences are applied only after mandatory eligibility checks. Sensitive or protected-characteristic preferences must be handled carefully, transparently and consistently with applicable anti-discrimination and privacy law.

8.5 Matching audit trail

The platform may record the preferences selected for a Trip and the rules applied to a match so that a decision can be reviewed. A match recommendation is not a guarantee of safety, compatibility or successful completion.

8.6 Booking confirmation

A seat is reserved only when the platform confirms the booking and the required payment state has succeeded. A pending payment, failed payment or unconfirmed request does not guarantee a seat.

8.7 Information shown

Before confirmation, the Passenger should receive the relevant available Driver, Vehicle, pickup, destination, timing, Community and Trust information needed to make an informed decision. Sensitive identity documents and private verification data are not displayed to other Members.

8.8 Trip changes

Material changes to the Driver, Vehicle, pickup, destination or time must be communicated through the platform. Where the change materially affects the booking or safety, a Passenger may cancel under the applicable cancellation rules.

9. Payments, Contributions, Fees and Settlement

9.1 Displayed price controls

The amount payable for a Trip is the amount displayed and accepted before booking, subject to any lawful correction, refund or disclosed adjustment. The platform must retain the pricing version applicable to the transaction.

9.2 MVP tariff

During the MVP Testing Phase, a flat fee of R 10.00 per trip applies, regardless of distance. This is a temporary testing-phase fee and is not a statement that R 10.00 is the final or universally applicable charge. Any change to the fee must be approved, communicated to Members in advance and implemented in accordance with applicable law.

9.3 Future cost-recovery tariff

A later tariff may use a configurable vehicle-specific cost-recovery benchmark, including a proposed initial benchmark of R4.95 per kilometre, or an applicable AA vehicle rate where approved. The rate, calculation method, route distance basis, treatment of round trips, fees and tax treatment must be clearly disclosed before activation. No future tariff applies until formally enabled and communicated.

9.4 No assumed allocation for the MVP

The financial engine must separately record the gross Passenger charge, Driver/Vehicle Owner settlement, POLC Platform Service Fee, Community Development allocation, payment charges, refunds and adjustments. The allocation of the flat fee of R 10.00 per trip during the MVP Testing Phase must be approved before it is applied and disclosed to Members. The platform must not imply that an unapproved split is already operative.

9.5 Future 80/10/10 allocation

Where formally approved and activated for the relevant tariff, the intended allocation model is 80% to the Driver/Vehicle Owner for verified journey cost recovery, 10% as the POLC Platform Service Fee, and 10% to the Community Development and Job/Task Creation Fund. The allocation is subject to applicable law, payment-provider arrangements, tax treatment and the disclosures in force for the Trip.

9.6 Payment processing

Payments may be processed through third-party payment gateways and banking providers. Before production use, POLC will identify the relevant Payment Provider in the applicable payment disclosure and explain the provider's role, applicable terms, payment authorisation, settlement flow and customer-support route. The Payment Provider's terms and regulatory status govern the services it supplies. POLC must not describe itself as holding client or customer funds, operating a deposit account or providing a regulated payment service unless that position has been confirmed by specialist legal advice and all required authorisations are in place. Members must provide valid payment details and authorise the payment requested for a booking. Full card credentials should be entered only into the secure payment interface supplied by the Payment Provider; POLC must not request or receive full card numbers or card security codes through chat, email or ordinary support channels.

9.7 Settlement and payout

Amounts due to a Driver or Vehicle Owner are calculated under the approved pricing and settlement rules disclosed for the Trip. Subject to successful Trip completion, reconciliation, payment-provider settlement, verification, disputes, fraud controls and lawful holds, the Driver or Vehicle Owner becomes eligible for payment of the net amount shown in the transaction record. A payout may be delayed only for a reasonable and documented operational, verification, dispute, fraud-prevention, payment-provider or legal reason. During the initial operating period, payouts are checked and approved manually before payment to the verified payout destination. POLC's target is to automate payouts by 1 March 2027; this is a target, not a guarantee. Until automation is implemented and formally announced, manual review and processing will apply. The current expected payout timetable must be displayed or communicated to Members.

9.8 Verification and holds

Payouts may be delayed where identity or payout details are unverified, a payment is reversed, a safety or fraud concern is being investigated, or a legal or payment-provider hold applies. Any hold will be limited to what is reasonably necessary and handled in accordance with law.

9.9 Refunds and reversals

Refunds, chargebacks and payment reversals are handled under the cancellation/no-show rules, the payment provider's rules and applicable law. The platform will record the reason, amount, transaction reference and outcome. A refund may take time to appear depending on the bank or payment provider.

9.10 Taxes and invoices

Each party remains responsible for its own tax obligations unless applicable law requires otherwise. POLC will issue transaction records, receipts or tax invoices in the form required by law and its actual VAT status. VAT will not be represented as charged or collected where the contracting supplier is not VAT-registered. If the supplier becomes required or elects to register for VAT, pricing displays, invoices, accounting records and these Terms will be updated from the effective date of registration, and VAT will be dealt with in accordance with law. No provision in these Terms delays or excludes a tax obligation imposed by law.

9.11 No unauthorised cash collection

Unless expressly enabled and disclosed, Drivers must not demand an additional cash payment from Passengers for a booked Trip. Any agreed out-of-platform payment must not be used to avoid platform rules, fees, safety controls or legal obligations.

9.12 Wallet and stored value

Any wallet, account ledger or balance feature is subject to the functionality and terms actually made available. A displayed ledger balance is not, merely by being displayed, a bank deposit, interest-bearing account or guarantee that POLC holds the corresponding funds. The applicable Payment Provider and actual funds flow must be disclosed. Withdrawals, refunds, reversals, expiry and transferability are governed by the feature terms, payment-provider arrangements and applicable law. A Member may request an explanation of a transaction or ledger entry through the support channel.

9.13 Minimum qualifying Trip distance

A Trip must have a qualifying journey distance of at least 2 kilometres for a POLC Lift Club transaction to be initiated and processed. Trips below the 2-kilometre minimum do not qualify for transaction processing. The applicable distance is determined by the platform's configured journey-distance calculation, which must be applied consistently and disclosed where it materially affects a Member's charge or eligibility.

9.14 Minimum available account balance

A Member must have at least R50 in Available Balance before placing a seat reservation where the platform requires pre-funding for that reservation. This minimum is a booking control only and must not be applied as a blanket condition for withdrawing or receiving a payout of funds already earned. A payout may be delayed or withheld only for the reasons set out in clauses 9.7 and 9.8, or where required by law or the Payment Provider's lawful controls. The application must clearly distinguish a Member's own available funds from an amount payable to a Driver.

9.15 Manual payout review and planned automation

During the initial operating period, payouts are subject to manual checking, approval and payment by POLC Lift Club. Automation is targeted for 1 March 2027. This is a target date, not a guarantee that automated payouts will be available on that date; the platform will notify Members when the automated process has been implemented.

9.16 VAT Treatment — Interim Position and Disclaimer

During the launch and initial pilot phases, the contracting operating entity is not intended to charge or separately collect VAT on POLC Lift Club charges while it is not registered as a VAT vendor and is not otherwise legally required to account for VAT. Accordingly, the prices displayed during that period will not include a VAT component, and POLC Lift Club will not describe any portion of a payment as VAT. A receipt or transaction record will not be represented as a VAT tax invoice unless it satisfies the legal requirements for one.

POLC Lift Club intends to register the contracting operating entity for VAT when that entity reaches the compulsory VAT-registration threshold applicable under the Value-Added Tax Act 89 of 1991, as amended, or earlier if required by law or if the entity elects to register and is eligible to do so. The relevant threshold must be assessed against the taxable supplies/turnover of the legal entity that is the supplier, taking account of all activities and supplies attributable to that entity, and not only POLC Lift Club turnover in isolation. The applicable threshold and registration timing must be checked against the law in force at the relevant time and confirmed by a South African tax practitioner.

Once VAT registration takes effect, VAT will be applied to taxable supplies made by the registered supplier at the rate and in the manner required by law. POLC will update the applicable price displays, fee disclosures, invoices, accounting records and these Terms before or from the effective date, as legally required. Whether a particular amount is subject to VAT depends on the identity of the supplier, the nature of the supply, the contractual and payment arrangements and the applicable tax law. The fact that POLC Lift Club facilitates a private cost-sharing arrangement does not, by itself, determine the VAT treatment of every payment or fee.

The intended operating model is to facilitate private community lift-sharing and the sharing of reasonable vehicle-running costs for a journey the Driver genuinely intends to undertake. The proposed R4.95 per kilometre reference is a cost-recovery modelling benchmark only. The VAT treatment of passenger contributions, Driver/Vehicle Owner reimbursements, the POLC Platform Service Fee and any Community Development or programme-related allocation must be assessed separately by reference to the actual arrangements and applicable law. Nothing in these Terms states or implies that SARS or any government authority has approved or endorsed the POLC Lift Club model or its tax treatment.

The R4.95/km reference rate may be used as an interim modelling benchmark where appropriate, but it is not prescribed by the National Land Transport Act and does not, by itself, establish that a payment is a non-taxable reimbursement or that a journey is outside transport regulation. POLC may amend the benchmark, tariff, allocation or tax treatment following professional advice, regulatory guidance or a change in law. Members will be notified of material pricing or tax changes before they take effect, where practicable and legally required.

10. Cancellations, Delays and No-Shows

10.1 General rule

Members should cancel promptly when they can no longer participate. The platform may apply reliability consequences only in accordance with disclosed rules, evidence, applicable law and a fair review process.

10.2 Passenger cancellation

A Passenger may cancel through the platform. Any refund depends on the time of cancellation, whether the Driver has incurred a verified cost or the Trip has commenced, the payment state and the applicable published cancellation policy. The precise time windows and refund percentages must be configured and disclosed before production.

10.3 Passenger no-show

A Passenger is a no-show if the Passenger does not arrive at the confirmed pickup point within the configured grace period and has not agreed an alternative with the Driver. The Driver should make reasonable attempts to contact the Passenger and record the no-show through the platform. The MVP proposal is that the Passenger may forfeit the applicable booking payment where disclosed and lawful, unless a replacement Passenger is found or an exception is approved.

10.4 Replacement Passenger

If a replacement eligible Passenger is accepted and paid, the platform must prevent double recovery for the same seat and apply the configured refund or adjustment rule. Any proposed 25% charge where a replacement is found must be expressly approved, disclosed in advance and legally reviewed before use.

10.5 Driver cancellation

A Driver who cancels must notify affected Passengers promptly and select a reason. The platform should refund affected Passengers where appropriate and record the event in the Driver's reliability history. Repeated or unjustified Driver cancellations may lead to reduced Trust Rating, temporary restriction or suspension.

10.6 Driver no-show

A Driver no-show is a serious reliability event because Passengers may have arranged work, school or other obligations around the Trip. The platform may apply a reliability consequence and may recover a reasonable, disclosed amount only where lawful, contractually authorised and supported by evidence of loss. Any proposed deduction linked to the number of bookings must be legally reviewed and configured before implementation; it must not be treated as an automatically enforceable penalty merely because it appears in an internal specification.

10.7 Grace period and evidence

The operational grace period, contact attempts, GPS or location evidence (if enabled), cancellation timestamp and outcome must be recorded. Members may submit evidence to correct an erroneous no-show finding.

10.8 Safety or force-majeure cancellation

No Member is required to proceed with a Trip that would be unsafe or unlawful. Where a Trip is cancelled because of an emergency, severe weather, road closure, vehicle failure or other event beyond reasonable control, the platform will apply a fair refund and reliability outcome based on the circumstances.

11. Safety, Trust Ratings and Community Accountability

11.1 Safety first

Trust and safety take precedence over convenience, commercial value or trip completion. A Member must not pressure another Member to proceed with an unsafe journey.

11.2 Verification is not a guarantee

Identity, licence, Vehicle and insurance checks are risk controls, not a warranty that a Member will behave appropriately or that a Vehicle will remain safe throughout a Trip.

11.3 Trust Rating

The platform may maintain a Trust Rating on a 0–7 scale, with an initial default of 3.5 where no qualifying trip history exists. Ratings may consider verified trip completion, reliability, substantiated complaints and feedback. A rating should not be treated as a definitive statement of character or as a substitute for independent judgement.

11.4 Feedback and fairness

Members should provide honest, relevant and respectful feedback. Ratings must not be manipulated, retaliatory, discriminatory or based on irrelevant personal characteristics. POLC Lift Club may remove abusive content, investigate patterns and adjust ratings where supported by evidence.

11.5 Administrative adjustment

POLC Lift Club may adjust a Trust Rating following a substantiated incident or clear evidence of manipulation, with an audit record and appropriate notice where practicable. Members may request review through the support channel.

11.6 Incident reporting

Members should report accidents, unsafe driving, harassment, threats, identity concerns, payment fraud, vehicle defects and other safety incidents promptly. The platform may create an incident reference, preserve relevant records, restrict accounts temporarily, investigate and take proportionate action.

11.7 Emergency response

In an immediate threat to life or safety, Members should contact the appropriate emergency service first. POLC Lift Club support or monitoring is not a substitute for emergency services and may not be continuously available during the MVP.

11.8 Possible outcomes

Following review, outcomes may include no action, guidance, warning, correction of a record, refund or settlement adjustment, Trust Rating change, temporary restriction, suspension, termination or referral to an appropriate authority where legally required.

11.9 Community validation

Community affiliation is a trust and eligibility signal, not a guarantee of conduct. A Community does not automatically become a beneficiary of funds merely because a Member selects its name. Formal registration and approval are required before it can receive or direct Community allocations.

12. Minors and Parent/Guardian Monitoring

12.1 Minors

A person under 18 may participate only where the service and Trip are enabled for minors, a parent or authorised legal guardian enrols the minor and completes the required identity, authority and consent steps, and applicable law permits the arrangement. The recommended minimum participation age is 13 years; children younger than 13 are not encouraged to use POLC Lift Club. POLC Lift Club may set higher minimum-age requirements or exclude minors from particular Trip types. Parent or Guardian Monitoring must be enabled for Members under 18 where the feature is available. Funds arising from Trips undertaken by a minor will be directed to the verified payout destination designated by the parent or authorised legal guardian for management on the minor's behalf; the minor will not independently receive those payouts.

12.2 Parent or guardian verification

Where a minor is accepted, the parent or legal guardian may be required to be a POLC Member and to complete identity and authority checks. The guardian must provide accurate contact details and keep them current.

12.3 Default monitoring

For accepted Members under 18, Parent/Guardian Monitoring is enabled by default where the feature is available. It may provide the authorised guardian with Trip details, Driver and Vehicle information, pickup and completion notifications and relevant safety alerts, limited to what is necessary and lawful.

12.4 Adult member control

Once a Member reaches 18, parental journey visibility becomes optional and controlled by the adult Member, except where another lawful basis applies.

12.5 Guardian responsibilities

A parent or guardian must use monitoring information only for the minor's welfare and must not misuse it to harass, surveil or expose other Members. POLC Lift Club may restrict access where authority is disputed or misuse is suspected.

13. Community Development Fund and Referral Attribution

13.1 Purpose

The intended Community Development allocation is designed to support measurable community benefit, including jobs, tasks, research, skills development, approved awareness and marketing activities, and other agreed programmes. It is not automatically an unrestricted donation or revenue stream for any organisation.

13.2 Approval requirement

A Community must complete registration and receive formal approval before it may be considered an eligible beneficiary. Until then, applicable allocations are attributed to the POLC Gigabot Default Community Fund or another disclosed interim mechanism. No payment is due to a pending organisation merely because it was selected by a Member.

13.3 Use and governance

POLC Lift Club retains final approval and governance over use of the Community Development allocation, subject to the applicable programme rules and law. Allocations may be applied to approved projects, jobs, tasks, research or community activities and must be recorded in an auditable ledger.

13.4 Records and transparency

Records should identify the Member, Trip and transaction, allocation amount, beneficiary status, approved purpose, amount utilised, approvals and payment evidence. Public reporting may provide aggregated totals without disclosing unnecessary personal information.

13.5 Referral attribution

An approved QR code or smart link may record the Member or organisation that introduced a new Member. Any referral commission or benefit applies only if a separate, approved referral schedule expressly provides for it. Sportbot's referral percentages do not automatically apply to POLC Lift Club.

13.6 No earnings guarantee

Referral attribution or community participation does not guarantee income, rewards, commissions, grants or payments. No Member may make misleading earnings claims or promise a return from joining or inviting others.

14. Privacy, Data Protection and Confidentiality

14.1 Privacy notice

Personal information will be processed in accordance with the applicable Privacy Notice and data-protection law, including South Africa's Protection of Personal Information Act 4 of 2013 (POPIA) and, where applicable to the relevant processing, the European Union General Data Protection Regulation (GDPR). POLC aims to align its privacy practices with the principles and requirements of these laws and other applicable data-protection obligations. Privacy queries, requests and complaints may be sent to privacy@polcglobal.com. The Data Privacy Officer of POLC Lift Club is Dr. Johan Bosch.

14.2 Purpose limitation

Information may be used for registration, identity and safety verification, Trip matching, payments, settlement, support, incident handling, fraud prevention, legal compliance, platform security and aggregated mobility-impact reporting. Information must not be used for an unrelated purpose without a lawful basis.

14.3 Data minimisation and access

POLC Lift Club will seek to collect information proportionate to the service, separate sensitive verification documents from member-visible profile data, restrict staff access by role and maintain access logs where appropriate.

14.4 Sensitive documents and images

Identity documents, licence images, insurance documents, vehicle identifiers, payout details and any Trip security images must be protected and disclosed only as necessary for verification, safety, settlement or legal compliance. If trip photographs are collected for security, the purpose, access, retention period and deletion process must be clearly disclosed before collection.

14.5 Retention

Records may be retained for the period necessary for service delivery, dispute resolution, safety, audit, tax, financial regulation and other legal obligations. Some records may need to be retained after account closure. Data that is no longer needed should be securely deleted or de-identified where lawful.

14.6 Security incidents

Members must report suspected unauthorised access, lost devices, data exposure or misuse promptly. POLC Lift Club will assess and respond to security incidents in accordance with applicable law.

14.7 Confidentiality

Members must not disclose another Member's private contact details, identity documents, live location, Trip information or communications except as required for the Trip, authorised by the person or permitted by law.

14.8 Payment-card data

Cardholder data should be collected and processed directly by the appointed Payment Provider through its secure payment interface. POLC Lift Club should not store or have access to full primary account numbers, card verification values (CVV/CVC), PIN data or other sensitive authentication data. Payment tokens or masked card references may be retained only where supplied by the Payment Provider and necessary for the service. Before production, POLC must obtain and retain evidence of the Payment Provider's applicable security and payment-card compliance arrangements, including confirmation of the provider's relevant PCI DSS responsibilities and the scope of any responsibilities that remain with POLC. POLC must not claim PCI DSS certification or compliance for itself unless independently assessed and properly authorised to make that claim.

14.9 Security governance, safeguards and control framework

POLC is committed to protecting Member and transaction information through documented security principles, policies, procedures, governance oversight and risk-based controls. Security measures are intended to apply throughout the information lifecycle: collection, storage, access, processing, use, transmission, archival and secure deletion or purging. Personal information must be protected against unauthorised access, alteration, disclosure, loss or destruction. Encryption is to be applied to information at rest and in transit, with appropriate safeguards for information while it is being processed; secure deletion or purging must be used when information is no longer lawfully required. Access must be restricted on a need-to-know and least-privilege basis, supported by appropriate authentication, role-based permissions, audit logging, backups, vulnerability and incident management, staff awareness and supplier controls. Multi-factor authentication may be required for Members, administrators and privileged access, based on risk and the functionality available. MFA factors may include something a person knows (password or PIN), something they have (registered device or security token) and something they are (fingerprint or facial biometric). POLC aims to align its security governance and technical controls with recognised industry best practices and relevant security, privacy and governance frameworks, as appropriate to the nature and risk of the service. This statement describes POLC's security objectives and control approach; it is not a representation that POLC has been independently certified against any particular framework or standard. No system can be guaranteed completely secure.

Card payments may be handled by external payment providers. Members must follow the provider's security instructions and must not send full card numbers, security codes or banking credentials through Trip chat or ordinary support messages.

15. Intellectual Property and Permitted Use

15.1 Platform ownership

The platform, software, workflows, matching logic, interfaces, designs, trade names, logos, documentation, databases and related intellectual property are owned by or licensed to POLC and its relevant rights holders, except for third-party materials and Member content.

15.2 Limited licence

Subject to these Terms, POLC Lift Club grants you a limited, personal, non-exclusive, non-transferable and revocable right to use the service for its intended lawful purpose. No other licence or ownership right is granted.

15.3 Restrictions

You may not copy, reverse engineer, decompile, scrape, interfere with, bypass access controls, introduce malware, impersonate POLC, misuse another Member's data or use the platform to build an unauthorised competing service, except to the extent a restriction is prohibited by law.

15.4 Member content

You retain rights you hold in content you submit, but grant POLC Lift Club a limited licence to host, process and display that content as necessary to operate the service, verify Members, coordinate Trips, handle incidents and comply with law. You warrant that you have the rights and permissions needed to submit it.

15.5 Feedback

If you provide suggestions or feedback, POLC may use them to improve the service without obligation to pay you, provided this does not remove rights that cannot lawfully be excluded.

16. Prohibited Conduct and Enforcement

16.1 Prohibited conduct

You must not: (a) submit false information or documents; (b) evade verification or suspension; (c) use the platform for unlawful transport or other illegal activity; (d) solicit or accept undisclosed payments to evade platform controls; (e) harass, threaten, stalk, discriminate against or exploit another Member; (f) manipulate ratings, bookings or payment records; (g) misuse personal information; (h) interfere with platform security; or (i) make fraudulent, misleading or abusive claims about POLC or another Member.

16.2 Investigation

POLC Lift Club may investigate suspected breaches, request information, preserve relevant evidence and temporarily restrict accounts or Trips where reasonably necessary to protect Members, the platform or legal compliance.

16.3 Proportionate action

Enforcement may include a warning, request for further verification, removal of content, cancellation of a Trip, Trust Rating adjustment, payment hold where lawful, suspension or termination. Serious safety threats may justify immediate restriction without advance notice.

16.4 Review

Where practicable, an affected Member will be given a reason and a reasonable opportunity to provide relevant information, except where disclosure would compromise safety, an investigation, another person's privacy or a legal obligation. A review request may be submitted through the approved support channel.

16.5 Audit and cooperation

POLC Lift Club may conduct proportionate checks of compliance with these Terms and may use qualified third parties where appropriate. Members must reasonably cooperate with a lawful verification or incident investigation.

17. Disclaimers, Liability and Indemnity

17.1 No guarantee

The platform provides tools to facilitate private member coordination. We do not guarantee that a Trip will be available, that a match will be accepted, that another Member will behave safely, or that the service will be uninterrupted or error-free.

17.2 Member responsibility

Each Driver and Passenger remains responsible for their own decisions, conduct and compliance with law. Drivers remain responsible for operating their Vehicles safely and lawfully. Passengers should exercise judgement before accepting a Trip and should not proceed where they reasonably believe it is unsafe.

17.3 Third-party acts

To the maximum extent permitted by law, POLC Lift Club is not responsible for the independent acts or omissions of Members, banks, payment providers, telecommunications providers or other third parties, except to the extent liability arises from a duty that cannot lawfully be excluded.

17.4 Limitation of liability

To the maximum extent permitted by applicable law, POLC Lift Club excludes liability for indirect or consequential loss, loss of profit, loss of opportunity, loss of data or reputational loss arising from use of the platform. Nothing in these Terms excludes or limits liability where doing so would be unlawful,

including applicable non-excludable consumer rights, fraud, wilful misconduct or liability for death or personal injury caused by negligence where such exclusion is prohibited.

17.5 Member indemnity

You agree, to the extent permitted by law, to indemnify POLC Lift Club against reasonable losses, claims and costs arising directly from your unlawful conduct, fraud, material breach of these Terms or infringement of another person's rights. This does not require you to indemnify POLC for its own negligence, wilful misconduct or obligations that cannot lawfully be transferred.

17.6 No insurance representation

POLC Lift Club does not provide insurance merely by facilitating a Trip. Members must not assume that a personal or vehicle insurance policy covers every lift-club or cost-sharing arrangement. Before publishing a Trip, the Driver warrants that the Vehicle is lawfully registered, roadworthy and insured as required by law, and that the Driver has checked with the insurer whether the intended private lift-club, passenger-carrying and cost-sharing use is permitted and whether any disclosure, endorsement or additional cover is required. The Driver must promptly notify affected Passengers and POLC of any material change, cancellation or limitation of cover. An accident, injury, theft, damage or third-party claim arising during a Trip must be reported promptly to emergency services where necessary, the insurer and POLC when safe to do so. The Driver must cooperate reasonably with the insurer and lawful enquiries. POLC does not warrant that insurance will respond to a particular event; each Member should obtain independent advice from their insurer.

17.7 Non-excludable rights

Nothing in these Terms removes any right or remedy that applicable law prohibits the parties from excluding or limiting.

18. Suspension, Termination and Account Closure

18.1 Member closure

You may request account closure through the approved support channel, subject to pending Trips, payment reconciliation, disputes, safety investigations and legally required record retention.

18.2 Suspension

POLC Lift Club may suspend access where verification is incomplete, documents expire, payment or identity fraud is suspected, safety is at risk, a legal obligation requires it, or these Terms may have been breached.

18.3 Termination

Membership may be terminated for serious or repeated breaches, fraudulent activity, threats to Member safety, misuse of personal information, evasion of controls or other substantial grounds consistent with law.

18.4 Effect of termination

After suspension or termination, you may be unable to publish or book Trips, access selected features or receive payouts until lawful conditions are met. Amounts already due remain subject to reconciliation, disputes, lawful holds and applicable law.

18.5 Records and continuing clauses

Termination does not affect rights or obligations accrued before termination. Clauses concerning payment, disputes, intellectual property, privacy, liability, indemnity and records continue to apply to the extent necessary.

19. Disputes, Complaints and Governing Law

19.1 Initial complaint

Members should raise complaints through the in-app support channel or by emailing polcsupport@polcglobal.com, providing the Trip reference, date, issue and relevant evidence. POLC will aim to acknowledge ordinary complaints within 2 business days and provide a substantive response or progress update within 10 business days. Complex matters, third-party investigations or matters requiring additional evidence may take longer; the Member will be advised of the reason and expected next update where practicable. Urgent safety matters must be escalated through the in-app urgent channel where available, but Members must contact emergency services first in an immediate emergency. Privacy-specific matters should be sent to privacy@polcglobal.com.

19.2 Good-faith resolution

The parties should attempt to resolve disputes in good faith through discussion or an agreed escalation process before commencing formal proceedings, except where urgent relief or a statutory complaint route is appropriate.

19.3 Mediation or arbitration

Any mandatory mediation or arbitration mechanism must be reviewed by South African legal counsel for enforceability, fairness and compatibility with consumer-protection law before insertion into the production Terms. This first draft does not make arbitration the exclusive remedy where that would unlawfully restrict a Member's rights.

19.4 Governing law and jurisdiction

Subject to mandatory law and applicable consumer protections, these Terms are governed by the laws of the Republic of South Africa, and competent South African courts have jurisdiction. Formal notices to the contracting entity may be sent to its registered office recorded in clause 2.1, subject to verification against the current CIPC record, or by another method expressly permitted by law. Nothing in this clause prevents a Member from using a statutory complaint, regulatory or consumer-protection process available to them.

19.5 Regulatory matters

POLC Lift Club may refer matters to a regulator, law-enforcement agency, emergency service or other competent body where required by law or reasonably necessary for safety, fraud prevention or protection of rights.

20. General Contractual Provisions

20.1 Electronic acceptance

A Member may accept these Terms electronically by ticking an unticked acceptance box, selecting an acceptance control, electronically signing or using another legally valid affirmative method. POLC must retain an auditable record of the Member identity reference, the exact Terms version accepted, date and time, acceptance method and relevant event evidence. Merely opening, viewing or continuing to browse the application should not be treated as a substitute for an affirmative acceptance where law requires consent or agreement. Material amendments affecting rights, obligations, fees, privacy or safety will be notified through an appropriate channel and, where reasonably necessary or legally required, Members will be asked to affirmatively accept the revised Terms before using the affected functionality. A Member who does not accept a material change may stop using the service and request account closure, subject to pending transactions and lawful retention obligations.

20.2 Notices

Notices may be sent to the mobile number, WhatsApp account or email address recorded in your Member profile, subject to applicable law and the nature of the notice. Legal service requirements may require a separate method.

20.3 Assignment

You may not transfer your membership or rights under these Terms to another person. POLC Lift Club may transfer or reorganise its operating arrangements as part of a lawful corporate restructuring, provided applicable rights and obligations are respected.

20.4 No waiver

Failure to enforce a provision immediately does not waive the right to enforce it later. A waiver must be clear and applies only to the specific circumstances for which it is given.

20.5 Entire agreement

These Terms and documents expressly incorporated into them constitute the agreement governing use of POLC Lift Club, subject to mandatory law and any separate agreement signed by the parties.

20.6 Force majeure

Neither party is responsible for delay or non-performance caused by an event beyond reasonable control that could not reasonably have been avoided, including major network or power failure, disaster, civil unrest, epidemic or government action. This does not excuse payment obligations that became due before the event or failures to obtain legally required approvals.

20.7 Severability

If any provision is invalid or unenforceable, it will be limited or severed to the minimum extent necessary, and the remaining provisions will continue in effect.

20.8 Language

The English version is the controlling version unless the parties expressly agree otherwise in writing. Translations may be provided for convenience.

21. Operating Rules — Member Quick Reference

21.1 Before a Trip

Confirm that your account is active, the Driver and Vehicle are verified, the pickup and destination are correct, the payment amount is understood, and the Trip suits your needs. Never rely on the QR code or Trust Rating alone as a guarantee of safety.

21.2 Drivers must

Use only an approved Vehicle; maintain a valid licence, registration and insurance; publish genuine journeys; keep to the agreed route where reasonably practicable; drive safely; never drive impaired; and communicate cancellations or delays promptly.

21.3 Passengers must

Book in their own verified account; arrive on time; wear a seatbelt; behave respectfully; avoid distracting the Driver; and notify the Driver promptly if plans change.

21.4 Everyone must

Protect account credentials and personal information, follow lawful safety instructions, report incidents promptly, refrain from harassment and fraud, and cooperate with reasonable verification and incident review.

21.5 If something goes wrong

For an immediate emergency, contact emergency services first. Then, when safe, report the incident through the platform or approved support channel and retain relevant details. Do not place yourself at risk to collect evidence.

21.6 Short-form rules are not a substitute

This quick reference summarises selected obligations. The full Terms, the booking disclosure and any applicable community-specific rules remain binding.

22. Schedules and Pre-Launch Items

22.1 Schedule A — Commercial settings requiring approval

The following settings must be confirmed and configured before production: (a) verification of the contracting legal entity details and registered address against CIPC records; (b) confirmation of the entity's VAT registration status and monitoring process for the applicable statutory threshold; (c) R10 MVP charge and its approved allocation; (d) identity of the Payment Provider, funds flow and payout timetable; (e) final cancellation windows and refund table; (f) no-show grace period and consequences; (g) whether a replacement-seat charge is used; (h) any Driver no-show recovery rule; (i) approved method for activating a per-kilometre or vehicle-specific rate; (j) tax treatment of each relevant supply and fee; (k) any referral schedule; and (l) Community Development Fund governance, beneficiary approval and reporting.

22.2 Schedule B — Regulatory and legal review

South African counsel should review the actual operating model against the National Land Transport Act and applicable regulations, National Road Traffic Act, POPIA, Consumer Protection Act, Electronic Communications and Transactions Act, payment-system and financial-sector requirements, tax/VAT rules, insurance policy conditions and any other applicable laws. Regulatory classification should be assessed separately from tax treatment. No internal description of POLC Lift Club as a private lift club conclusively determines its legal status.

22.3 Schedule C — Operational readiness

Before production, confirm that identity and Driver verification are operational; Vehicle and insurance expiry controls are active; the appointed Payment Provider, funds flow, settlement and payout responsibilities are documented; payment, refund, reversal and chargeback flows are tested; card-data responsibilities and provider compliance evidence are retained; safety escalation ownership and complaint service levels are defined; privacy notices, operator agreements, cross-border safeguards, retention and deletion schedules are approved; Information Officer arrangements are complete; security controls are tested against the actual deployed environment; and the exact accepted Terms version is recorded by the application.

22.4 Schedule D — Document status

This is Version 1.6, a working draft prepared for bank and payment-provider review and informed by the POLC Lift Club FAQ, Business Requirements Specification and applicable POLC privacy and security principles. It is not a legal opinion, tax opinion, regulatory approval or independent security certification. It requires South African legal, tax, privacy and payment-regulatory review before production use. The registered office address, VAT status and applicable threshold-monitoring process, Payment Provider details, Information Officer arrangements and operational controls must be verified and completed before final publication.

23. Member Acknowledgement

23.1 Acceptance

By affirmatively accepting these Terms through the POLC Lift Club application, platform or another legally valid method, you agree to be bound by the version identified in the acceptance record. POLC may amend these Terms in accordance with clauses 1.5 and 20.1. The updated version will be made available through the application or another appropriate communication channel. Where an amendment is material or the law requires renewed agreement, POLC will request affirmative acceptance before the affected functionality is used. Continued use alone will not override a legal requirement for affirmative consent or acceptance.

24. Data Privacy Policy (POPIA)

This Data Privacy Policy forms part of the POLC Lift Club Terms & Conditions and Operating Rules. It explains how i3 ZONE DEVELOPMENT (PTY) LTD, as the responsible party for POLC Lift Club, collects, uses, stores, discloses and protects personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA), its regulations and other applicable South African law. The GDPR will also be applied where it is legally applicable to the relevant processing or data subjects. POLC aims to align its privacy practices with these requirements and recognised data-protection best practices.

24.1 Responsible party and privacy contact

For personal information processed for POLC Lift Club, the responsible party is i3 ZONE DEVELOPMENT (PTY) LTD, company registration number 2015/292914/07, with registered office at 45 Miela Avenue, Honeydew Country Estate, Berg River Boulevard, Paarl, 7646, South Africa. Privacy queries, requests, complaints and requests to exercise rights under POPIA may be sent to privacy@polcglobal.com. The organisation must ensure that its Information Officer and any deputy Information Officer are duly designated and registered with the Information Regulator where required.

24.2 Personal information we may collect

Depending on the Member's role and use of the service, we may process identity and contact details; profile photograph or other verification material; identity or passport details; date of birth or age-related information; community or organisational affiliation; driver's licence details; vehicle registration, VIN, registration-disc and insurance information; pickup and destination locations; Trip schedules, bookings, attendance, cancellations and completion records; payment, settlement and refund references; emergency-contact details; communications and support records; Trust Ratings, reports and incident records; device, log, security and usage information; and information reasonably required to investigate fraud, protect safety or comply with law. We aim to collect only information that is adequate, relevant and not excessive for a defined purpose.

24.3 Sources of information

Information may be supplied directly by a Member, generated through use of the platform, provided by an authorised inviter or community administrator, or received from verification, payment, mapping, communications, insurance or other service providers where lawful and necessary. Where information is obtained from another source, POLC will take reasonable steps to meet applicable POPIA notification requirements, subject to lawful exceptions.

24.4 Purposes and lawful justification

Personal information may be processed to create and administer Member accounts; verify identity, age, eligibility, driver status and vehicle documents; facilitate community-based Trip matching, booking and coordination; calculate and reconcile charges, settlements, refunds and fees; operate referral attribution and community programmes; communicate service, safety and policy notices; respond to enquiries and disputes; detect fraud, misuse and security incidents; maintain audit trails; improve service reliability; protect Members and the platform; and meet legal or regulatory obligations. Processing will be based on an applicable POPIA justification, which may include consent where required, steps at the request of a data subject, performance of a contract, compliance with a legal obligation, protection of legitimate interests, or another lawful ground. Consent will not be treated as the sole justification where another lawful ground is more appropriate.

24.5 Location, safety and sensitive information

Trip pickup points, destinations and related location information may be processed to enable matching, coordination, safety response and Trip records. Where device location is used, the application should explain when location is collected, whether collection occurs only while using a relevant feature or Trip, and when it stops. POLC will not claim continuous background tracking unless that feature is actually enabled, lawfully justified and clearly disclosed. Access to location data must be limited to people who need it for the relevant purpose and period. Identity documents, criminal-record information, children's information and other special or sensitive categories will be processed only where lawful, necessary, appropriately authorised and subject to additional safeguards. QR codes must not expose identity numbers, bank details, card details or other sensitive identifiers.

24.6 Sharing and operators

Information may be shared, on a need-to-know basis, with confirmed Trip participants; authorised community or safety administrators; POLC group entities acting under appropriate governance; hosting, support, verification, payment, mapping, messaging and security providers; professional advisers; insurers where relevant; and public authorities where required or lawfully permitted. Each recipient's role must be assessed: a service provider processing information on POLC's instructions may be an operator, while a party determining its own purposes and means may act as an independent responsible party. Written operator agreements and appropriate confidentiality, security and processing terms must be put in place where POPIA requires them. POLC will maintain an appropriate record of material service-provider categories and will not authorise recipients to use personal information for unrelated purposes merely because it is shared.

24.7 Cross-border transfers

If personal information is transferred to or accessed from outside South Africa, POLC will take reasonable steps to ensure that the transfer meets POPIA section 72 and any other applicable legal requirements, including an adequate level of protection, a binding agreement or another permitted basis. The countries, recipients and safeguards should be documented where relevant.

24.8 Information security and confidentiality

POLC will implement and maintain appropriate, reasonable technical and organisational measures to protect personal information against loss, damage, unauthorised destruction, unlawful access or unlawful processing. The control approach is intended to protect information throughout its lifecycle, including collection, storage, access, processing, transmission, archival and secure deletion or purging. Encryption should protect information at rest and in transit, with appropriate safeguards during processing. Access controls should follow least-privilege and need-to-know principles and may include role-based permissions, strong authentication, multi-factor authentication (MFA), secure backups, audit logging, monitoring, staff confidentiality obligations, supplier controls, vulnerability management, security testing and incident response. MFA should use at least two distinct factor categories where supported: something a person knows (password or PIN), something they have (registered device or security token), and/or something they are (fingerprint or facial biometric). A fingerprint is a biometric factor, not a possession factor. POLC will maintain an implementation plan and evidence appropriate to the risk and maturity of the service. These provisions describe the required control approach and do not claim independent certification against a particular standard. Members must protect their credentials and report suspected compromise promptly.

24.9 Retention and deletion

Personal information will not be retained longer than necessary for the purpose for which it was collected, unless retention is required or permitted by law, reasonably necessary for a lawful business purpose, needed to resolve disputes, protect safety, establish or defend legal claims, or maintain required financial and audit records. POLC will maintain an internal retention schedule identifying, by record category, the purpose, applicable retention period or trigger, responsible owner, archival method and secure deletion or de-identification method. The schedule should cover identity and verification documents, licence and Vehicle records, Trip and location records, payment and settlement records, support communications, incident records and marketing preferences. On account closure, information will be deleted or de-identified when no longer required, subject to legal holds and statutory retention duties.

24.10 Data subject rights and requests

Subject to POPIA and other applicable law, a data subject may request access to personal information, correction or deletion of information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; object to certain processing; withdraw consent where processing is based on consent; and exercise any applicable rights relating to direct marketing or complaints. Requests may be sent to privacy@polcglobal.com. POLC may request reasonable information to verify identity and will respond within the period required by law. Some records may need to be retained or processing continued where a lawful exception applies.

24.11 Children and guardian information

Where the service processes personal information about a child as defined by POPIA, POLC will apply the additional requirements and safeguards that the law requires, including obtaining prior authorisation from a competent person where applicable. Parent or guardian details and monitoring permissions will be limited to what is reasonably necessary for the child's safety and lawful participation.

24.12 Direct marketing and optional communications

Service and safety communications may be sent where necessary to administer the account or a Trip. Electronic direct marketing will be conducted only in accordance with applicable law, including POPIA section 69 where relevant. Where consent is required, it will be requested separately and withdrawal or opt-out choices will be respected. A Member's choice about optional marketing will not be used to deny essential service or safety notices.

24.13 Personal information security compromises

If POLC has reasonable grounds to believe that personal information has been accessed or acquired by an unauthorised person, POLC will assess and manage the incident, take reasonable containment and remediation steps, and notify the Information Regulator and affected data subjects as required by POPIA, unless a lawful exception applies. Notifications will be made as soon as reasonably possible in the circumstances and in accordance with applicable legal requirements.

24.14 Complaints and the Information Regulator

Members may raise privacy concerns with POLC at privacy@polcglobal.com. A data subject may also lodge a complaint with the Information Regulator of South Africa in accordance with the Regulator's published procedures. This policy does not limit rights available under POPIA or other applicable law. Privacy requests may attract a reasonable fee charged by POLC.

24.15 Policy updates and legal review

POLC may update this policy to reflect changes in the platform, processing activities, suppliers or law. Material changes will be communicated through an appropriate channel. Before production use, POLC must confirm the responsible legal entity and contact details; register the Information Officer where required; complete a personal-information inventory and risk assessment; approve retention periods; document operator agreements and cross-border safeguards; establish data-subject request and breach-response procedures; and obtain South African legal review. This document is a working policy draft and is not a substitute for a legal compliance assessment.