

## THE ORTUS CASH-BACK BONUS PROGRAM

TERMS AND CONDITIONS

#### **CASH-BACK BONUS PROGRAM**

- The ORTUS CASH-BACK BONUS Program is offered to ORTUS customers at the sole discretion of goORTUS LLC. The program is available only to individuals who are 18 (eighteen) years or older; have completed the ORTUS registration process; have acquired an ORTUS USER LICENSE ('OUL'); are in good standing order with ORTUS and have booked travel and traveled on such booking through ORTUS.
- 2) By owning an 'OUL', Licensees can earn a CASH-BACK BONUS for booking through the ORTUSgo.com website (ORTUS platform) or via the ORTUS VIP TRAVEL DESK, subject to these Terms and Conditions and the availability of eligible travel and benefit items. One 'OUL' (ORTUS User License) permitted per person in order to be considered for the Program.
- 3) CASH-BACK BONUS means: 50% CASH-BACK BONUS from the Gross Profits made on personal travel bookings via the ORTUSgo.com portal or the ORTUS VIP TRAVEL DESK by the Company in the preceding financial year/ as booked by that person owning the 'OUL', is paid back or credited to the person that owns an 'OUL'.
- 4) The terms "you" and "your" throughout these Terms and Conditions refer to any Licensee eligible to earn and redeem a CASH-BACK BONUS under this Program. By acquiring an 'OUL'; submitting and earning / redeeming a CASH-BACK BONUS, you are deemed to agree with these Terms and Conditions.
- 5) By claiming for CASH-BACK BONUS, all Licensees agree to be bound by these terms and conditions, and the ORTUS's decision regarding in respect of all CASH-BACK BONUS claim matters will be final and binding and no correspondence will be entered into.
- 6) To the fullest extent permitted by law, by participating, the Licensee indemnifies, releases and agrees to hold harmless ORTUS and their successors, their associated, holding and subsidiary companies, and its directors, officers, agents, suppliers, contractors, consultants, representatives, shareholders, employees, successors and assigns from any and all claims, losses, proceedings, actions, damages, or liability for harm, injury or death, demands, expenses or any cost howsoever arising from participating in the CASH-BACK BONUS Program, and/ or any person with whom they share the pay out, and/or acceptance, receipt, possession or use/misuse of any CASH-BACK BONUS pay outs.







## **HOW TO EARN A CASH-BACK BONUS**

- 1) A CASH-BACK BONUS can only be earned once users have travelled on bookings made by means of the following:
  - a) Booking and paying for travel items such as accommodation, flights, car rentals, transfers, tours and other travel products offered on the www.ORTUSgo.com portal
  - b) Booking and paying for travel items such as accommodation, flights, car rentals, transfers, tours, cruises, excursions and other products through the VIP TRAVEL DESK.
- 2) A CASH-BACK BONUS cannot be earned for any bookings not done in writing, including, but not limited to any of the following booking types: Offline flight, accommodation, cruise bookings such as those made telephonically via ORTUS Customer Support, direct bookings made on partner and nonpartner sites, bookings which are free of charge, bookings for which part of the booking is part of a promotion (according to the information on the promotion page), any other booking ORTUS deems not to meet the criteria for earning CASH-BACK BONUS.
- 3) Conditions on earning CASH-BACK BONUS:
  - a) Eligible travel must be fully paid, and the trip be completed as per the original reservations made through the ORTUS platform. This means that you or other travellers on an itinerary using your Account must stay in the booked hotel or accommodation, or fly the booked flight, or travel by the booked cruise or completed a car rental which was booked through ORTUS. A CASH-BACK BONUS accrued for cancelled flights or hotels will be deducted. To avoid any doubt, when a booking contains multiple flights or hotels and only some are cancelled, ORTUS will deduct the CASH-BACK BONUS according to our Cancellation Policy.
  - b) Only members with an active and paid 'OUL' are entitled to claim any CASH-BACK BONUS.
  - c) CASH-BACK BONUS claims can only be approved once ORTUS has received and verified the prerequisites from the Licensee and once ORTUS has received the PROFITS, if any, from its third-party suppliers.
- 4) In order to claim for a CASH-BACK BONUS, Licensees must submit a 'ticket' via the HELPDESK on their Dashboard once logged into the ORTUS portal. Confirmation of Account, Proof of Payment for the relevant reservations made through the ORTUS portal or the VIP TRAVEL DESK will be amongst the requisites when requesting CASH BACK BONUS claims.
- 5) This CASH-BACK BONUS request will reach ORTUS Head Office who will assist with the redemption of the CASH-BACK BONUS in a timeous manner.
- 6) Pay out of CASH-BACK BONUS after all terms and conditions listed herein have been met, the onus is on the Member to request pay out via the CASH-BACK BONUS HELP DESK.



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# **CASH-BACK BONUS CALCULATIONS**

- 1) For eligible flight, hotel, other accommodation, and cruise bookings, 50% of the Gross Profit earned after tax and other deductions (including but not limited to direct service providers), will be paid back as the CASH-BACK BONUS, which, if unclaimed, will expire 36 months after the approval of the relevant CASH-BACK BONUS claim if no pay out is requested or if not converted for travel purposes. Licensees are responsible for frequently visiting the ORTUS platform to stay updated on earning policies.
- 2) ORTUS uses USD as the default currency for CASH-BACK BONUS calculations. When ORTUS is expected to pay out in another currency, the calculation of the CASH-BACK BONUS earned is based on the forex exchange spot rate as at the transaction date as provided by our third-party service provider.
- 3) Pay outs are limited to a minimum amount of USD20 for CASH-BACK BONUS claims and only once this minimum threshold is reached, a Licensee can submit the CASH-BACK BONUS request. CASH-BACK BONUS balances of less than USD20 will accumulate until it is sufficient for a CASH-BACK BONUS claim.
- 4) A 5% Transactional fee will be deducted from each CASH-BACK BONUS pay out.
- 5) CASH-BACK BONUS pay outs are paid on a monthly basis on the last business day of each calendar month. To qualify for the aforesaid pay out, the request must be submitted prior to the 15th day of the particular month for successful and accurate processing of the CASH-BACK BONUS. Official proof of the Licensee's banking details for pay out of the CASH-BACK BONUS must be included with the CASH-BACK BONUS claim.
- 6) For applicable hotel, accommodation, cruise, flight and other bookings, the amount of CASH-BACK BONUS earned will be calculated according to the final payment amount for that booking (the final payment amount is the actual amount paid after loyalty discounts with affiliated suppliers CASH-BACK BONUS payments do not count as part of the final payment amount, and new CASH-BACK BONUS cannot be earned for spending of CASH-BACK BONUS. Receipts or invoices will not be provided for parts of the booking cost paid or discounted through discounts or offers, promo codes, and/ or CASH-BACK BONUS.
- 7) Only 1 (one) CASH-BACK CLAIM will be accepted per booking made through ORTUS as per the terms set herein.

### **HOW TO USE CASH-BACK BONUS**

- 1) CASH-BACK BONUS Balance a request for a Licensee to view his/ her available CASH-BACK BONUS must be submitted as a 'ticket' via the HELPDESK on the ORTUS portal. An up-to-date balance will be provided within 2 working days of receiving the request – the balance will be disclosed via the 'ticket' trail through the HELPDESK.
- A CASH-BACK BONUS earned as defined above, can either be paid out to the Licensee or redeemed for future travel bookings.



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- 3) CASH-BACK BONUS earned by booking flights, hotels, accommodation, and other travel items on ORTUSgo.com or via the VIP TRAVEL DESK have a claim validity period of 6 months, after the date of travel was completed. If no request for pay out or redemption have not been received prior to this forfeiture date, the Member forfeit all their rights to this claim.
- 4) CASH-BACK BONUS is non-transferable and non-tradeable.
- 5) Licensees who intend to discontinue their partnership with the ORTUS Program shall provide written notice to ORTUS Customer Support via the HELPDESK on the Dashboard. All remaining benefits, privileges, rewards, or CASH-BACK BONUS in such Member's Account will be null and void upon the receipt of such notice by ORTUS' Customer Support.

### **GENERAL TERMS AND CONDITIONS**

- ORTUS may, at its sole discretion, modify any of the Terms and Conditions governing the Program, at any time, even though these changes may affect your ability to use any ORTUS or other benefits you have already earned.
- 2) In the event these Terms and Conditions are modified, we will provide you notice at least 30 days before the amendment comes into effect by posting the amended terms and conditions online. You may refuse the amendment and rescind or cancel your participation in the Program without any cost, penalty, or cancellation indemnity by sending us notice to that effect no later than 30 days after the amendment comes into force. Should you cancel your participation in the Program and sign up with ORTUS again in the future, you will be treated as a new user and your CASH-BACK BONUS balance will be USD0,00.
- 3) Your continued use of the ORTUS platform or participation in the Program constitutes your acceptance of any changes to these Terms and Conditions. You are responsible for remaining knowledgeable as to any changes that ORTUS may make to these Terms and Conditions.
- 4) ORTUS may terminate the Program at any time. Upon termination, you will have 30 days from the date the Program termination is announced to use any available CASH-BACK BONUS remaining in your Account. After that date, any remaining CASH-BACK BONUS will be forfeited without compensation.
- 5) In the event that any Member obtains benefits in a manner that violates these Terms & Conditions (including but not limited to obtaining CASH-BACK BONUS through fake transactions, fraud, applying for malicious refunds, making multiple bookings, or selling, transferring, or exchanging CASH-BACK BONUS, submitting false information, hacking accounts, violating laws, or other behaviour that ORTUS deems to be malicious and/ or unacceptable), ORTUS reserves the right, to the extent permitted by law, to immediately freeze or cancel the Licensee's account, cancel all CASH-BACK BONUS obtained or in the account due to violation of regulations, or cancel or suspend the Licensee's membership tier level in the Binary Compensation Plan or related benefits with 14 days' written notice. ORTUS also reserves the right to investigate the legal liability of Licensees who have broken applicable rules.







- 6) You release ORTUS and its affiliates from all liability regarding the earning, redemption, and use of CASH-BACK BONUS, including but not limited to any rewards that, after receipt, may be lost, stolen, destroyed, or any damages caused.
- 7) CASH-BACK BONUS and rewards earned through the ORTUS Rewards Program may be subject to tax liability. ORTUS Licensees bear responsibility for all tax obligations (including information disclosure) relating to the receipt and use of CASH-BACK BONUS and rewards.
- 8) As a Licensee you have the responsibility to read and understand these Terms and Conditions as well as other information published by ORTUS relating to the ORTUS Rewards Program to fully understand your rights and obligations. Please contact ORTUS Customer Support via the HELPDESK if you have any questions relating to your account, to your CASH-BACK BONUS, or to these Terms and Conditions, and we will reply as soon as reasonably possible.
- 9) If the English version of these Terms and Conditions conflicts with any other language version, the English version shall prevail.
- 10) All references to days, in these Terms and Conditions refer to normal business days and excludes Saturdays, Sundays and official South African Public Holidays.
- 11) All interpretations of these Terms and Conditions shall be at the sole and absolute discretion of ORTUS.
- 12) ORTUS shall not be responsible for the failure of any technical element on the part of the Licensee's service provider that may result in a CASH-BACK BONUS claim not being successfully submitted.
- 13) Responsibility is not accepted for delayed CASH-BACK BONUS claims as a result of any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
- 14) Any breach of these Terms by a Licensee will void their CASH-BACK BONUS claim. If a breach has occurred but is discovered after the claim has been settled, ORTUS may disqualify the Licensee from claiming any CASH-BACK BONUS claims in future.
- 15) ORTUS reserves the right to determine whether the criteria are eligible for a CASH-BACK BONUS claim. If any bookings are cancelled or changed through a non-ORTUS official channel, a CASH-BACK BONUS will not be earned for that booking. If a CASH-BACK BONUS has already been earned for the applicable flights, accommodation, cruise or other, it will be deducted from the Licensee's CASH-BACK BONUS account.
- 16) It is the Licensee's responsibility to ensure that any information provided to ORTUS is accurate, complete and up to date. Pay outs will be paid to the designated bank account as loaded by the Licensee on his/ her Backoffice of his/ her ORTUS Dashboard at the time of payment. ORTUS will not be responsible for pay outs made to the incorrect bank account.

