

## TERMS OF SERVICE

**Effective as of: January 01, 2023**

### Introduction

The Terms and Conditions (“Terms”) describe how ORTUS (goORTUS LLC) based in the United States of America (“Company,” “we,” and “our”) regulates your use of these websites <https://www.ortusgo.com> and <https://www.goortus.com> (the “Websites”). Please read the following information carefully to understand our practices regarding your use of the websites. The Company may change the Terms at any time. The Company may inform you of the changes to the Terms using the ORTUS communication channels. The Company recommends that you check the websites frequently to see the actual version of the Terms and their previous versions.

If you represent a legal entity, you certify and verify that you are entitled by such a legal entity to conclude the Terms on behalf of the legal entity that you represent.

### Privacy Policy

Our Privacy Policy is available on a separate page. Our Privacy Policy explains to you how we process information about you. You understand and confirm that through your use of the websites, you acknowledge that the processing of this information, will be undertaken in accordance with the Privacy Policy and only for the purpose provided.

### Your Account

When using the websites, you will be responsible for ensuring the confidentiality of your account, password and other credentials and for secure access to your device. You will not assign your account to anyone. The Company is not responsible for unauthorized access to your account that results from misappropriation or theft of your account. The Company may refuse or cancel service, terminate your account, and remove or edit content. The Company does not knowingly collect personal data from persons under the age of 18 (eighteen). If you are under 18 (eighteen) years old, you may not use the websites and may not enter into the Terms under any circumstances.

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## Services

The websites allow you to use Services available on the websites. You will not use the services for illegal aims. We may, at our sole discretion, set fees for the use of the websites by you. All prices are published separately, on the relevant pages on the websites. We may, at our sole discretion, change any fees at any time.

## Third Party Services

The websites may include links to other websites, applications, and platforms (hereinafter the “Linked Sites”). The Company does not control the Linked Sites and shall not be responsible for the content and other materials of the Linked Sites. The Company makes these links available to you, only for providing the functionality or services on these websites.

## Prohibited Uses and Intellectual Property

The Company grants you a non-transferable, non-exclusive, revocable license to access and use the websites from your device, in accordance with the Terms. You will not use the websites for any unlawful or prohibited purpose. You may not use the websites in a way that may disable, damage, or interfere with the websites.

All content present on these websites, includes text, code, graphics, logos, images, compilation, software used on the websites (hereinafter and hereinbefore the “Content”). The Content is the property of the Company or its contractors, and it is protected by intellectual property laws, that protect such rights. You agree to use the content, subject to all copyright and other proprietary notices or restrictions, contained in the Content and you are prohibited from changing the Content.

You may not publish, transmit, modify, reverse engineer, participate in the transfer, or create and sell derivative works, or in any way use any of the Content. You shall use the Content only for your personal and non-commercial use. The Company does not grant you any license(s) to the intellectual property of the Company.

## The Company Materials

By posting, uploading, inputting, providing or submitting your Content, you are grant the Company the right to use your Content in connection with the operation of Company’s business including, but not limited to, the rights to transmit, publicly display, distribute, publicly perform, copy, reproduce, and translate your Content; and to publish your name in connection with your Content.

The logo consists of three stacked green rectangular boxes. The top box contains the word "START.", the middle box contains "YOUR.", and the bottom box contains "JOURNEY." in white, bold, sans-serif capital letters. Each word is followed by a small white dot.

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No compensation will be paid with regard to the use of your Content and you will not be entitled to any compensation. The Company will have no obligation to publish or enjoy any Content you may send or provide to us and may remove your Content, in its sole discretion, at any time.

By posting, uploading, inputting, providing or submitting your Content, you warrant and represent that you own all of the rights to your Content.

### **Disclaimer of Certain Liabilities**

The information available via the websites may include typographical errors or inaccuracies. The Company shall not be liable for these inaccuracies and/or errors.

The Company makes no representations about the availability, accuracy, reliability, suitability, and timeliness of the Content contained on and services available on the websites. To the maximum extent allowed by the applicable law, all such Content and services are provided on an "as is" basis. The Company disclaims all warranties and conditions regarding this Content and services, including warranties and provisions of merchantability and/or fitness for a certain purpose.

To the maximum extent permitted by the applicable law, in no event will the Company be liable for any direct, indirect, incidental, consequential, special, punitive damages including, but not limited to, damages for loss of enjoyment, data or profits, in connection with the enjoyment or execution of the websites in the context of the inability or delay to enjoy the websites or its services, or for any Content of the websites, or otherwise arising out of the enjoyment of the websites, based on contract, and/or non-contract liability, or other reason. If the exclusion or limitation of liability for damages, whether consequential or incidental, are prohibited in a particular case, the exclusion or limitation of liability will not apply to you.

### **Indemnification**

You agree to indemnify, defend and hold harmless the Company, its managers, directors, employees, agents, and third parties, for any costs, losses, expenses (including attorneys' fees), and/or liabilities, regarding or arising out of your enjoyment of, or inability to enjoy, the websites or its services and the Company's services and/or products, your violation of the Terms and/or your violation of any rights of third parties, and/or your violation of the applicable law. The Company may assume this exclusive defence and you shall cooperate with the Company in asserting any available defence(s).

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### Termination and Access Restriction

The Company may terminate your access and/or account to the websites and its related services or any part thereof, at any time, without notice, in case of your violation of the Terms.

### Miscellaneous

The governing law of the Terms shall be the substantive laws of the country where the Company is set up, except the conflict of laws rules. You shall not use the websites in jurisdictions that do not give effect to all provisions of the Terms.

- No joint venture, partnership, employment, or agency relationship shall be implied between you and the Company because of the Terms or use of the websites. Nothing in the Terms shall be a derogation of the Company's right to comply with governmental, court, police, and law enforcement requests or requirements regarding your use/ enjoyment of the websites.
- If any part of the Terms is determined to be void or unenforceable in accordance with applicable law, then the void or unenforceable clauses will be deemed superseded by valid and enforceable clauses, which shall be similar to the original version of the Terms and other parts and sections of the Terms shall be applicable to you and the Company.
- The Terms constitute the entire agreement between you and the Company regarding the use/ enjoyment of the websites and the Terms supersede all prior or communications and offers, whether electronic, oral or written, between you and the Company.
- The Company and its affiliates shall not be liable for a failure or delay to fulfil its obligations where the failure or delay results from any cause beyond the Company's reasonable control, including technical failures, natural disasters, blockages, embargoes, riots, acts, regulation, legislation, or orders of government, terroristic acts, war, or any other force outside of the Company's control.
- In case of controversies, demands, claims, disputes, or causes of action between the Company and you relating to the websites or other related issues, or the Terms, you and the Company agree to attempt to resolve such controversies, demands, claims, disputes, or causes of action by good faith negotiation, and in case of failure of such negotiation, exclusively through the courts of the country where the Company is set up.

## Complaints

We are committed to resolve any complaints about our collection or use of your personal data. If you would like to make a complaint regarding these Terms, or our practices in relation to your personal data, please contact us through the communication channels provided. We will reply to your complaint as soon as we can and in any event, within 30 days. We hope to resolve any complaint brought to our attention, however if you feel that your complaint has not been adequately resolved, you reserve the right to contact your local data protection supervisory authority.

## Contact Information

We welcome your comments or questions about our Terms. You may contact us through the contact information available on our websites.

## General Terms and Conditions

1. The ORTUS 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') and are in good standing order with ORTUS.
2. By owning an 'OUL', Members can earn a CASH-BACK BONUS for booking through the ORTUSgo.com website (ORTUS platform) or via the ORTUS VIP TRAVEL DESK, subject to the 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. To the fullest extent permitted by law, by participating in this Program, the Member indemnifies, releases and agrees to hold harmless ORTUS and their successors, their associated, holding and/or 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 Program, and/or any person with whom they share the pay out, and/or acceptance, receipt, possession or use/misuse of any pay outs.
4. 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.
5. In the event that these Terms and Conditions are modified, we will provide you with notice thereof, 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

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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.

6. 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 deemed to bear personal knowledge of any changes that ORTUS may make to these Terms and Conditions as soon as notice is given to you as set out herein.
7. ORTUS may terminate the Program at any time. You will receive a notice of termination, which will notify you of the last date of the agreement. The notice period will be no less than 30 (thirty) days.
8. 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 Membership, cancel all CASH-BACK BONUS balances, or cancel or suspend the Member's Membership level Binary Compensation Plan or related benefits. ORTUS also reserves the right to investigate the legal liability of members who have broken applicable rules.
9. You release ORTUS and its affiliates from all liability regarding the earning, redemption, and use of
10. CASH-BACK BONUS or Compensation pay outs, including but not limited to any rewards that, after receipt, may be lost, stolen, destroyed, or any damaged. CASH-BACK BONUS and other rewards earned through the ORTUS Rewards Program may be subject to tax liability. ORTUS Members bear sole responsibility for all tax obligations (including information disclosure) relating to the receipt and use of these reward(s).
11. As a Member 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, so as 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.
12. If the English version of these Terms and Conditions conflicts with any other language version, the English version shall prevail.
13. All references to days, in these Terms and Conditions refer to normal business days and excludes Saturdays, Sundays and official South African Public Holidays.
14. All interpretations of these Terms and Conditions shall be at the sole and absolute discretion of ORTUS.
15. ORTUS shall not be responsible for the failure of any technical element on the part of the Member's service provider, that may result in, including but not limited to, a CASH-BACK BONUS claim or 'ticket' not being successfully submitted through the websites, or any errors that occur during the registration process.

- 16. Responsibility is not accepted for delayed communication from the Member as a result of any network, computer or cell phone hardware or software failure of any kind. Proof of sending by the Member will not be accepted as proof of receipt.
- 17. It is the Member's responsibility to ensure that any information provided to ORTUS is accurate, complete and up to date and received. Pay outs will be paid to the designated bank account as loaded by the Member on his/ her Back-office of his/ her ORTUS Dashboard at the time of payment. ORTUS will not be responsible for pay outs made to the incorrect bank account or no payments, done due to no bank account details loaded on the Travel Partners' Backoffice. In the case that no banking details are present when payouts are made, this can be redeemed on the next payout cycle, given the correct banking details are entered in the Backoffice.
- 18. Registration as an EXPLORER is free of charge and allows access to the ORTUSGO travel platform.
- 19. The Registration Fee for LICENSEES is \$40 and includes the use of the ORTUSGO travel platform and involvement in the OT-FUND and CASH-BACK BONUS.
- 20. The Registration Fee for TRAVEL PARTNERS is set out as per below and includes the use of the ORTUSGO travel platform and generation of an income, including but not limited to the OT-FUND and CASH-BACK BONUS.

ROLLING LAUNCH (PHASE 4 - PACKAGES)		RANK CATEGORY	PRINCIPAL RANK (PACKAGE PRICE)	LICENSES (INCLUDED)	MONTHLY (COMBO SUB)	ANNUAL (COMBO SUB)
CA7N - WHALE		CROWN AMBASSADOR	\$1 640.00	7	\$42.00	\$420.00
D5N - ANGEL		DIAMOND	\$820.00	5	\$30.00	\$300.00
S3N - VENTURE		SAPPHIRE	\$410.00	3	\$18.00	\$180.00
COMBO	MONTHLY PAYMENT	TRAVEL PARTNER	\$72.00	1	\$6.00	N/A
	ONCE OFF PAYMENT	TRAVEL PARTNER	\$60.00	1		\$60.00
LICENSE ONLY			\$40.00	1		\$40.00
IBO ONLY			\$32.00	0		\$32.00

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21. The minimum amount for any and all pay outs to take place is \$20.
22. Pay outs are paid out on a monthly basis on the fifteenth day of the month, or the closest business day.
23. ORTUS uses USD as the default currency for all calculations. When ORTUS is expected to pay out in another currency, the calculation is based on the forex exchange spot rate as at the transaction date as provided by our third-party service provider.
24. A 5% Transactional fee will be deducted from each pay out.
25. Cancellation Policy- all payments are non-refundable and will be adhered to the regional and local Consumer Protection Laws.
26. I understand that the ORTUS websites are a work in progress which will be continually developed and the Schedules to this agreement may be updated from time to time, without specific notice to me.
27. I understand that I must have an active bank account or electronic wallet as a LICENSEE or TRAVEL PARTNER.

## **ORTUSgo**

### **General Terms and Conditions**

1. I understand that travel services are accessible via the ORTUSgo online portal and/or the ORTUS VIP TRAVEL DESK.
2. I understand that the online registration process may take up to 48 hours of registering with ORTUS.
3. I understand that the fees stipulated will not contribute towards any travel costs.
4. I understand that I am not entitled to a fixed discount on any fee payable to any travel service provider.
5. I acknowledge that all bookings through the VIP TRAVEL DESK should be requested at least 4 months prior to the travel date during Peak/High-Season, 2 months for Mid/Shoulder-Season and 1 month for Low/Out-of-Season to ensure optimal service delivery. Rates are applicable as at the time of booking.
6. It is recorded that all reservations made through ORTUS will always be subject to availability. Furthermore, all travel reservations will be subject to the specific terms and conditions of each Preferred Supplier.
7. It is agreed between the parties that ORTUS will not be held liable for any warranties and/or representations made to the Member by the Preferred Supplier, including the Representatives/ Agents of the Preferred Supplier. In the event of any dispute, the Member will carry the onus to contact the Supplier directly.
8. Your ORTUS Membership may not be used for commercial gain which includes but is not limited to operating a travel agency/company and/or a travel and accommodation marketing company.
9. Travel insurance is essential and is highly recommended. Contact your country of residence's preferred Travel Insurance supplier or finance house for more information.

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10. All changes or extensions to bookings to be done directly with the supplier.
11. It is recorded that ORTUS does not, ostensible, or otherwise, act as an agent on behalf of any Preferred Supplier. ORTUS does not extend any warranties on behalf of any Preferred Supplier and extends no warranties whatsoever in relation to the prices, rates, discounts, availability or in fact any services or quality of services provided by any Preferred Suppliers.
12. The Member hereby indemnifies ORTUS against any claim, of any nature whatsoever, which may arise because of the Member using the services of any Preferred Supplier that was introduced to the Member by ORTUS does not warrant the accuracy or correctness of any website linked to ORTUSgo, including but not limited to availability, discounts, nature, and quality of services as well as the terms and conditions of each Preferred Supplier.
13. The content of any other websites which are linked to the ORTUSgo website in good faith and ORTUS does not warrant the correctness or the content in relation to, inter alia (among other things) rates, availability, discounts, nature and quality of services and/or the terms and conditions of each Service Provider. It is the obligation of the Member to verify the correctness of all information set out on such websites. ORTUS does not accept responsibility for the content of these sites.
14. All reservation requests are subject to availability on a first come first serve basis and this is never guaranteed.

It is agreed that it will be the responsibility of the Member to comply with and obtain all passports, visa and health requirements and/or any other entry requirements that may become applicable for each destination. It is agreed that the Member will be responsible for his/her own vaccination as required by each destination and will therefore not hold ORTUS liable for his/her failure to do so.

• VIP TRAVEL DESK

1. It is agreed that a reservation will only be secured if all amounts payable by the Member for any travel services offered is paid in full and has cleared in the account of ORTUS at the time of the reservation, to ORTUS. It is agreed that a Member automatically authorises ORTUS to make payments on his/her behalf to the Preferred Supplier with regards to the reservation. It is further agreed that ORTUS will only make such a payment if it has received proof of payment from the
2. Member, and monies have cleared on both parties' bank accounts. Only the Member may cancel a reservation. The Member may be held liable for a penalty by the Preferred Supplier. It is recorded that, should a member be liable for such a penalty, the member will be solely responsible for the full payment of the penalty and ORTUS will not be responsible for making any contribution in relation thereto. Any cancellation penalty or changes or charges imposed by any Preferred Supplier upon the Member, does not form part of this agreement between the member and ORTUS and are for Member's own account. ORTUS will not become involved, mediate, or settle any dispute between the Member and a Preferred Supplier.
3. Members' Reservations will only be confirmed upon receipt of cleared funds in the Preferred

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Supplier's account.

4. All bookings through the VIP TRAVEL DESK will attract a 5% Service Fee for each transaction.
5. Should the Member split the payment as per the quotation received from the VIP TRAVEL DESK, this will attract a 5% Service Fee with each payment made until the amount quoted has been paid in full.
6. ORTUS will not be liable to cover any shortfalls in the original rate quoted and the rate once the funds reflect in the allocated account, neither will they be liable for bookings lost during this waiting period.
7. Should you or anyone within your travel party travel while pregnant, please contact your doctor for a 'fit to travel' letter, which is required by some service providers. Please advise the VIP TRAVEL DESK how far your pregnancy is when traveling, as some service providers have restrictions.
8. Group bookings may take longer for the consultants to quote on- please allow enough time for this process

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