

## THNKS (Pty) Ltd – Terms of Service

### 1. Introduction

These Terms of Service (“Terms”) govern your use of the THNKS application (“Application” or “App”) and all related services (“Services”) provided by THNKS (Pty) Ltd (“THNKS”, “we”, “us”, or “our”).

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

### 2. Acceptance of Terms

By clicking “I Agree”, registering an account, or continuing to use the Services, you confirm that you have read, understood, and accepted these Terms.

### 3. Changes to Terms

THNKS may update these Terms from time to time. Material changes will be communicated through the App. Continued use after notification constitutes acceptance.

### 4. Description of Services

THNKS enables individuals and businesses to receive payments and service feedback via QR codes assigned to employees, departments, events, or locations.

### 5. Payments, Fees and Taxes

Payments are processed via third-party payment gateways. THNKS does not store card or banking information. Recipients of payments may be charged service fees in accordance with THNKS’s pricing structure.

Fees may be amended with reasonable notice.

Users are responsible for all applicable taxes except those based on THNKS’s net income.

All sales are final unless required by law.

### 6. Payouts

Funds earned are paid out via SMS voucher, typically on the next business day.

### 7. Third-Party Services

THNKS integrates with external services. THNKS is not responsible for their content, availability, or performance.

### 8. Privacy

Personal information is processed in accordance with THNKS’s Privacy Policy and applicable South African law.

### 9. Account Security

You are responsible for maintaining the confidentiality of your login details.

THNKS is not liable for unauthorised access until notified.

### 10. Social Network Access

Access via third-party platforms does not limit the application of these Terms.

### 11. Licence to Use

THNKS grants a limited, non-exclusive, non-transferable, revocable licence to use the Services.

### 12. Prohibited Use

You may not:

- Use the Services unlawfully
- Circumvent security measures
- Upload harmful or illegal content
- Share personal data without consent

### 13. User Obligations

Users must comply with all applicable laws.

Consistently poor ratings may result in removal from the platform.

### 14. Intellectual Property

All platform content is owned by THNKS or licensed to it.

Users grant THNKS a worldwide, royalty-free licence to use submitted content.

#### 15. Feedback and Reviews

THNKS may use ratings and feedback for business and promotional purposes without compensation.

#### 16. Disclaimers

Services are provided “as is” without warranties of any kind.

#### 17. Limitation of Liability

THNKS is not liable for indirect, incidental, or consequential damages.

#### 18. Indemnification

Users agree to indemnify THNKS against claims arising from misuse of the Services.

#### 19. Electronic Communications

Users consent to receive communications electronically.

#### 20. Suspension and Termination

THNKS may suspend or terminate access at its discretion.

Users may close accounts by contacting [info@thnks.co.za](mailto:info@thnks.co.za).

#### 21. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of South Africa.

Disputes will be resolved through mediation and, if necessary, binding arbitration.

#### 22. General

If any provision is unenforceable, the remaining provisions remain in effect.

Effective Date: 2026