

AFRI SA

MEMBERSHIP TERMS AND CONDITIONS

Effective Date: 7 October 2026

Version: 1.0

1. INTRODUCTION

These Membership Terms and Conditions ("Terms") govern access to and participation in Afri SA, the Afri SA website, its membership programs, advertising services, member benefits, the Royce Eco-System and any related services or programs made available by or through Afri SA.

Afri SA is managed by **Royce Group (Pty) Ltd**, Registration No. **2018/566086/07**, as stated on the Afri SA website.

By registering for membership, accessing a members-only area, purchasing or subscribing to a service, or otherwise participating in a program offered through Afri SA, you acknowledge that you have had an opportunity to read these Terms and agree to be bound by them, subject always to any mandatory rights afforded to you by applicable South African law.

These Terms must be read together with any applicable service-specific terms, subscription terms, privacy policy, cancellation/refund policy, and other policies expressly incorporated into the relevant transaction.

2. DEFINITIONS

For purposes of these Terms:

"Afri SA" means the Afri SA platform and associated programs operated or managed by Royce Group (Pty) Ltd.

"Company", "we", "us" or "our" means Royce Group (Pty) Ltd and, where applicable, an authorized Afri SA program or affiliated entity.

"Member", "Subscriber" or "you" means a person or entity who registers for or participates in an Afri SA membership or service.

"Royce Eco-System" refers to the collection of businesses, platforms, programs, services, and member communities operated or promoted under the Afri SA and Golden Eagles Business Club structure.

"Services" means advertising, business support, networking, educational, promotional, travel-related, or other services made available through Afri SA or its authorized partners.

"Profit Share Program" means any member profit-sharing or matrix-based program made available by Afri SA, subject to the applicable program rules and applicable law.

3. ELIGIBILITY AND MEMBERSHIP

3.1 Membership is voluntary.

3.2 Applicants must provide accurate, complete, and current information during registration.

3.3 Where identity, contact, payment, or other verification is required, Afri SA may require appropriate supporting information before activating or maintaining a membership.

3.4 A member may not register using another person's identity, payment details, or personal information without lawful authority.

3.5 Membership does not create an employment relationship, partnership, joint venture, agency relationship, or ownership interest in Royce Group (Pty) Ltd or Afri SA unless expressly agreed in writing.

3.6 Members participating in promotional or referral activities act independently and may not represent themselves as directors, employees, legal representatives, or authorized spokespersons of Afri SA unless expressly authorized to do so.

4. PRE-LAUNCH MEMBERSHIP

Where Afri SA offers a free pre-launch registration period, the terms applicable to that period will be clearly communicated to applicants.

The website currently states that qualifying new members may register during the pre-launch period without an immediate membership payment and that the first scheduled monthly debit is intended to commence from 1 March 2027. Any launch date, subscription commencement date or promotional condition remains subject to the applicable registration and debit-order documentation and any subsequent lawful amendment communicated to members.

Pre-launch registration does not constitute a guarantee that any particular profit share, reward, service or financial benefit will subsequently be received.

5. MEMBERSHIP SUBSCRIPTION

5.1 The applicable membership subscription fee will be clearly displayed before the member completes the relevant paid transaction or authorizes a recurring payment.

5.2 Because the Afri SA website may contain different service packages and promotional offers, the price applicable to a particular member will be the price clearly disclosed for that specific membership or service at the time the member enters into the transaction, subject to applicable law.

5.3 Recurring subscriptions will be processed in accordance with the member's applicable payment or debit-order authorization.

5.4 Any proposed change to a recurring subscription fee will be communicated in accordance with applicable law and the member's contractual rights.

5.5 A member remains responsible for ensuring that the payment method authorized by the member remains valid and that sufficient funds are available when a lawful recurring payment becomes due.

6. CANCELLATION, RESIGNATION AND TERMINATION

6.1 A member may request cancellation or resignation from membership in accordance with the applicable cancellation procedure.

6.2 Nothing in these Terms limits any statutory cancellation or cooling-off right that may apply to a consumer under South African law.

6.3 Where a transaction results from direct marketing, any statutory cooling-off or cancellation right applicable to that transaction will apply.

6.4 Afri SA may suspend or terminate a membership where there is a lawful and reasonable basis to do so, including material breach of these Terms, fraudulent conduct, misuse of the platform, unlawful activity or conduct that materially threatens the security or integrity of the platform or other members.

6.5 Termination will not unlawfully deprive a member of any right that has already been accrued under applicable legislation.

7. ADVERTISING AND PROMOTIONAL SERVICES

7.1 Afri SA provides or facilitates access to online advertising and promotional opportunities as described on the relevant service page.

7.2 Advertising services may include website advertising, advertorials, classified advertising, social-media exposure, WhatsApp community exposure, networking opportunities, and other services introduced from time to time.

7.3 Advertising exposure, audience size, enquiries, sales, leads, or commercial results are not guaranteed unless a specific written service agreement expressly provides otherwise.

7.4 Members remain responsible for ensuring that their advertisements, products, and services are lawful, accurate and not misleading.

7.5 Afri SA may refuse, remove, or amend an advertisement that is unlawful, misleading, defamatory, offensive, discriminatory, fraudulent, infringing or otherwise inconsistent with the applicable advertising rules.

7.6 A member must have the necessary rights, licenses and permissions to publish any material submitted for advertising.

8. THIRD-PARTY SERVICES AND BENEFITS

8.1 Certain member benefits are provided, fulfilled, or facilitated by independent third-party businesses or service providers.

8.2 Such benefits may include accommodation, education, business services, medical or funeral-related benefits, property-related services, technology platforms, and other partner services.

8.3 Third-party services are subject to the third party's own terms, availability, eligibility requirements, exclusions, pricing, and contractual conditions.

8.4 Afri SA does not guarantee the continued availability, pricing, performance, or suitability of a third-party service unless expressly agreed in writing.

8.5 Where a member contracts directly with a third-party provider, that provider's applicable terms and statutory obligations will govern that separate transaction.

9. PROFIT SHARE PROGRAM

9.1 Where Afri SA operates or makes available a profit-share program, participation is subject to the applicable program rules, qualification requirements, and South African law.

9.2 No member is guaranteed any particular income, profit, return, payment, rank, matrix position, or financial result.

9.3 Any calculations, examples, projections, matrix illustrations, or figures displayed on the website are illustrative unless expressly stated otherwise and must not be interpreted as a promise or guarantee of future earnings.

9.4 Actual results may depend on factors including membership activity, advertising activity, sales, business performance, program costs, member eligibility, payment status, market conditions, and other factors.

9.5 A member may be required to maintain an active and qualifying membership and satisfy other published program requirements in order to participate in any applicable profit-share program.

9.6 Where a member's eligibility is suspended because a required subscription payment has not been received, profit-share eligibility may be suspended in accordance with the applicable program rules.

9.7 No member acquires an ownership interest in Royce Group (Pty) Ltd merely by participating in a profit-share program.

9.8 Nothing in these Terms authorizes, permits or requires any conduct prohibited by South African law. In particular, no provision of these Terms is intended to permit or facilitate a pyramid scheme, multiplication scheme, chain-letter scheme, or any other prohibited arrangement.

9.9 If any element of a program is determined by a competent authority or court to be unlawful, that element will be suspended, amended, or discontinued as required by law.

10. REFERRALS AND MEMBER INTRODUCTIONS

10.1 Members may introduce prospective members or clients to Afri SA in accordance with the applicable program rules.

10.2 Members must provide truthful and accurate information when explaining Afri SA.

10.3 Members may not make false, misleading, or exaggerated statements about potential earnings, rewards, benefits, business performance, or financial results.

10.4 Members must not represent that income is guaranteed, effortless, automatic, or available to everyone.

10.5 Members must comply with applicable laws when conducting direct marketing, electronic marketing, social-media marketing, or other promotional activity.

10.6 No person may use coercion, harassment, undue influence, or deceptive practices to recruit or persuade another person to participate.

11. REWARDS AND INCENTIVES

11.1 Afri SA may offer recognition, rewards, incentives, or benefits based on published qualification criteria.

11.2 Examples may include travel benefits, education-related benefits, business services, promotional benefits, or other rewards described on the website.

11.3 Unless expressly stated in a binding written agreement, published rewards remain subject to qualification requirements, availability, program rules, continued eligibility, business sustainability, and applicable law.

11.4 Afri SA reserves the right to amend future rewards programs provided that such amendment is made in accordance with applicable law and does not unlawfully interfere with rights that have already been accrued.

11.5 No reward should be regarded as guaranteed merely because it appears in an illustration, projection, promotional statement, or example.

12. BUSINESS INFORMATION AND MEMBER CONTENT

12.1 Members may submit business names, descriptions, advertisements, photographs, logos, videos, contact details, and other content for publication.

12.2 Members warrant that they have the necessary rights and permissions to submit such content.

12.3 By submitting content for publication, the member grants Afri SA the non-exclusive permission necessary to display, reproduce, distribute, and promote that content for the purposes for which it was submitted.

12.4 Members remain responsible for the accuracy and legality of their own content.

12.5 Afri SA may remove content that breaches these Terms, applicable law or the rights of another person.

13. INTELLECTUAL PROPERTY

13.1 The Afri SA website, branding, logos, graphics, text, designs, software, databases, documents, videos, and other original materials are protected by applicable intellectual-property laws.

13.2 Unless expressly authorized, users may not reproduce, modify, sell, distribute, commercially exploit or create derivative works from Afri SA intellectual property.

13.3 A member may use authorized promotional material solely for legitimate Afri SA promotional purposes and subject to any applicable brand guidelines.

14. WEBSITE AND PLATFORM USE

14.1 Users must use the website lawfully and responsibly.

14.2 Users must not attempt to gain unauthorized access to restricted areas, interfere with the website's operation, introduce malicious code, scrape protected information, impersonate another person, or compromise the security of another user's account.

14.3 Afri SA may temporarily suspend access to all or part of the website for maintenance, security, upgrades, technical reasons, or circumstances beyond its reasonable control.

14.4 Although reasonable measures will be taken to maintain the availability and security of the website, uninterrupted availability cannot be guaranteed.

15. BACK-OFFICE INFORMATION

15.1 The Back-Office is intended to provide members with information relating to their membership, matrix position, network, team, and applicable profit-share calculations.

15.2 Back-Office information may be generated automatically from registration, payment, and membership data.

15.3 Members are responsible for checking their personal information and reporting material errors promptly.

15.4 Any displayed projected or anticipated amount is not a guarantee that such amount will ultimately become payable.

16. PERSONAL INFORMATION AND PRIVACY

16.1 Afri SA recognizes the importance of protecting personal information.

16.2 Personal information will be processed in accordance with the **Protection of Personal Information Act 4 of 2013 (POPIA)** and other applicable legislation.

16.3 Personal information may be processed for purposes including membership administration, identity verification, payment processing, customer support, communication, provision of services, operation of the Back-Office, lawful marketing and compliance with legal obligations.

16.4 Where personal information is provided for a particular purpose, Afri SA will process that information in accordance with the applicable lawful basis and purpose for processing.

16.5 Personal information may be shared with authorized service providers where reasonably necessary to provide services, process payments, operate the website, administer membership, or comply with legal obligations, subject to applicable privacy requirements.

16.6 Members may exercise rights available to them under POPIA by contacting Afri SA through the published contact details or the applicable Information Officer.

16.7 The Afri SA Privacy Policy forms part of the website's overall legal framework and should be read together with these Terms.

17. ELECTRONIC COMMUNICATIONS

17.1 Electronic communication between Afri SA and members may be used for membership administration, service delivery, notices, support, marketing where lawfully permitted, payment-related communication and other legitimate business purposes.

17.2 Electronic records and communications may constitute legally relevant records in accordance with applicable South African law.

17.3 Members are responsible for keeping their email address and contact details current.

17.4 Nothing in these Terms excludes any rights or obligations imposed by the Electronic Communications and Transactions Act 25 of 2002.

18. DIRECT MARKETING

18.1 Afri SA may communicate with members and prospective customers by electronic means where permitted by law and subject to applicable consent, opt-out and direct-marketing requirements.

18.2 Recipients may exercise applicable rights to object to or opt out of direct marketing.

18.3 Members participating in referral or promotional activities must comply with applicable direct-marketing laws and must not send unlawful unsolicited communications.

19. INFORMATIONAL CONTENT AND FINANCIAL DISCLAIMERS

19.1 Information published on the website is provided for general informational purposes.

19.2 Nothing on the website constitutes personal financial, investment, legal, tax, medical or other professional advice unless expressly provided by a suitably qualified professional acting in that capacity.

19.3 Members should obtain independent professional advice where appropriate before making financial, legal, tax, business, or other significant decisions.

19.4 Past performance, examples, illustrations and projections do not guarantee future results.

19.5 Statements concerning potential income, recurring income, wealth creation, financial independence or future rewards must not be interpreted as guarantees.

20. TAX

20.1 Each member is responsible for determining and complying with their own tax obligations arising from membership, advertising income, commissions, profit-share payments, rewards, or other amounts received.

20.2 Afri SA may be required by law to withhold, report or provide information concerning payments to members.

21. THIRD-PARTY LINKS AND PLATFORMS

21.1 The website may contain links to third-party websites, social-media platforms, payment providers, educational platforms, travel providers, and other external services.

21.2 Afri SA does not control all third-party platforms and is not responsible for their independent content, availability, security, privacy practices, or terms.

21.3 Members should review the applicable third-party terms and privacy policies before using those services.

22. WARRANTIES AND LIMITATIONS

22.1 Afri SA will use reasonable care in operating its services and website.

22.2 To the extent permitted by law, Afri SA does not guarantee that the website or any particular service will always be available, uninterrupted, error-free or suitable for every user's individual requirements.

22.3 Nothing in these Terms excludes or limits liability or a consumer right where such exclusion or limitation is prohibited by applicable law.

22.4 No limitation of liability in these Terms is intended to protect Afri SA from liability arising from fraud, wilful misconduct, gross negligence or any other liability that cannot lawfully be excluded or limited.

23. MEMBER RESPONSIBILITY

Members remain responsible for:

- the accuracy of information supplied by them;
- their membership decisions;
- their participation in any program;
- their advertising and promotional activities;
- their compliance with applicable law;
- their tax obligations;
- their passwords and account security; and
- obtaining independent professional advice where appropriate.

24. COMPLAINTS AND CUSTOMER SUPPORT

Members are encouraged to raise complaints or concerns with Afri SA directly so that the matter can be investigated and resolved where possible.

Complaints should be submitted using the contact details published on the website and should include sufficient information to enable Afri SA to identify the member, transaction, or issue concerned.

Nothing in this clause prevents a consumer from exercising any statutory right to refer a complaint to an appropriate regulatory authority or dispute-resolution body.

25. DISPUTE RESOLUTION

The parties will endeavor to resolve disputes through good-faith communication before commencing formal proceedings.

Where appropriate, the parties may agree to mediation or another lawful alternative dispute-resolution process.

Nothing in this clause prevents a consumer from exercising any right to approach a court, regulator, tribunal, or other body where that right is provided by law.

26. GOVERNING LAW

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

Any provision of these Terms that is inconsistent with a mandatory provision of South African law will be interpreted or amended to the minimum extent necessary to comply with that law.

27. CHANGES TO THESE TERMS

27.1 Afri SA may update these Terms from time to time to reflect changes in services, programs, technology, legislation, or business operations.

27.2 Material changes affecting existing contractual rights will be communicated in a manner consistent with applicable law.

27.3 The current version and effective date will be displayed on the website.

28. SEVERABILITY

If any provision of these Terms is found to be unlawful, invalid, or unenforceable, that provision will be severed or modified to the extent necessary, and the remaining provisions will continue to operate to the extent permitted by law.

29. ENTIRE AGREEMENT

These Terms, together with any applicable service-specific terms, subscription agreement, order, debit-order authorization, privacy policy and other documents expressly incorporated into the relevant transaction, constitute the applicable contractual framework between Afri SA and the member.

Where there is a conflict, mandatory provisions of South African law will prevail.

30. CONTACT DETAILS

Afri SA

Managed by **Royce Group (Pty) Ltd**

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South Africa

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31. IMPORTANT LEGAL NOTICE

These Terms are intended to provide a clear contractual framework for Afri SA members and website users. They are not intended to exclude, restrict, or waive any right or protection that cannot lawfully be excluded under South African law.

Because the Afri SA platform includes a matrix-based profit-share and referral structure, the Company should obtain independent South African legal advice on the **actual operation of the complete program**, including its advertising model, member payments, recruitment/referral structure, compensation calculations and rewards program, before relying on these Terms as evidence of legal compliance.

Last Updated: [Insert date]

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