CLEARHOLD

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VYLER

TERMS AND CONDITIONS OF USE AND TRANSACTIONS

Platform operator: CLEARHOLD (Pty) Ltd
Company registration number: 2026/035423/07
Trading name: Vyler
Website: https://vyler.co.za
Support: support@vyler.co.za
Effective date: 11/2/2026
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1. INTRODUCTION

1.1 About these Terms

These Terms and Conditions ("Terms") govern access to and use of Vyler, including the creation and management of user accounts, the initiation and acceptance of transactions, payment processing through integrated services, delivery, inspection, dispute resolution, refunds, the release of transaction funds and the use of associated features.

Vyler is operated by CLEARHOLD (Pty) Ltd ("CLEARHOLD", "Vyler", "we", "us" or "our").

These Terms apply to every individual and business that registers for, accesses or uses Vyler, including buyers, sellers, authorised representatives of businesses and any other permitted user.

Vyler is designed to facilitate transactions between buyers and sellers by providing transaction-management functionality, configurable delivery and inspection periods, transaction evidence collection, dispute review and integration with third-party services responsible for particular transaction functions.

1.2 Acceptance of these Terms

By registering for an account, accepting these Terms electronically, creating or accepting a transaction, or otherwise using a feature that requires acceptance of these Terms, you agree to be bound by the applicable provisions.

If you do not agree to these Terms, you must not create an account, accept a transaction or use the relevant services.

If you use Vyler on behalf of a company, partnership, organisation or other legal entity, you confirm that you are authorised to act for that entity. The entity will be bound by the applicable Terms to the extent permitted by law.

1.3 Relationship between the Terms and individual transactions

These Terms govern the relationship between Vyler and its users and establish the platform rules applicable to transactions conducted through Vyler.

Each transaction also has its own transaction-specific terms, which may include:

- **The identity of the buyer and seller.**
- **The goods, services, deliverables or other subject matter of the transaction.**
- **The agreed base price.**
- **The applicable Vyler fee and the selected fee-allocation model.**
- **The delivery requirements.**
- **The inspection period.**
- **The transaction deadlines.**
- **Any milestones or other agreed conditions.**
- **Any additional conditions expressly accepted by both parties.**

The transaction-specific terms must be read together with these Terms.

If a transaction-specific term conflicts with these Terms, the transaction-specific term will govern that particular transaction only to the extent that the conflict is permitted by law and the applicable term was properly agreed to by the parties.

A transaction-specific term cannot override a mandatory legal requirement or authorise conduct prohibited by law.

1.4 Legal rights

These Terms do not remove or restrict any right that cannot lawfully be excluded or limited under South African law.

Where applicable, the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002, the Protection of Personal Information Act 4 of 2013, the Financial Intelligence Centre Act 38 of 2001 and other applicable legislation may affect the rights and obligations of Vyler, buyers, sellers and service providers.

The application of any particular law depends on the circumstances and the legal status of the relevant parties.

Nothing in these Terms is intended to exclude a statutory right or remedy that must remain available.

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2. DEFINITIONS

For purposes of these Terms, the following definitions apply.

"Account" means the user profile registered with Vyler.

"Account holder" means the individual or legal entity in whose name a Vyler Account is registered.

"Base Price" means the price agreed between the buyer and seller for the underlying goods, services, deliverables or other permitted subject matter of a transaction, before the Vyler fee and any separately disclosed charges.

"Buyer" means the party purchasing or receiving the goods, services, deliverables or other subject matter of a transaction.

"Business Account" means an Account registered or used by a company, organisation, sole proprietor or other permitted business user.

"Delivery Period" means the period agreed to by the buyer and seller for the seller to perform, dispatch, provide or complete the agreed delivery or other transaction obligation.

"Dispute" means a disagreement relating to a transaction that has been formally raised through the applicable Vyler dispute process.

"Didit" means the third-party identity-verification service integrated with Vyler for relevant identity, business and verification checks.

"Evidence" means information reasonably relevant to establishing what occurred during a transaction, including documents, photographs, delivery records, communications, tracking details, receipts, work records and other relevant material.

"Inspection Period" means the period agreed to by the buyer and seller during which the buyer may inspect or assess the delivered goods, services or deliverables and choose an available transaction outcome.

"Protected Funds" means transaction funds handled through TradeSafe's protected-funds service in connection with a Vyler transaction.

"Seller" means the party supplying, providing, delivering or performing the agreed goods, services, deliverables or other permitted subject matter.

"TradeSafe" means the third-party service provider integrated with Vyler to provide the applicable protected-funds functionality.

"Transaction" means an arrangement created or accepted through Vyler between a buyer and seller, including the agreed price, delivery obligations, inspection period, deadlines and applicable transaction conditions.

"Transaction Outcome" means the outcome established through the buyer's accepted transaction decision, an applicable deadline procedure, a Vyler dispute decision or another outcome expressly provided for by these Terms and the transaction-specific conditions.

"Vyler Fee" means the fee charged by Vyler for the applicable transaction service, calculated according to the fee schedule displayed and accepted for that transaction.

"User" means any individual or business using Vyler.

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3. ELIGIBILITY AND AGE REQUIREMENTS

3.1 Minimum age

Vyler is available only to individuals aged 18 years or older.

You must be at least 18 years old when registering for an Account and when using Vyler.

By registering, you confirm that you satisfy this requirement.

Vyler does not permit individuals under 18 to register for or independently operate Accounts under these Terms, including through a parent or guardian acting on their behalf.

3.2 Business eligibility

A business may use Vyler through an authorised representative who is at least 18 years old and has the legal authority to act on its behalf.

The business must be lawfully established where registration is required by applicable law, and its information must be accurate and verifiable.

A person registering a Business Account must not falsely claim to represent a business, conceal the identity of the relevant entity or act without the authority required for the actions undertaken.

3.3 Geographic and legal restrictions

Access to Vyler may be restricted where required by applicable law, sanctions, third-party service limitations, verification requirements or other legitimate compliance obligations.

Vyler may decline or restrict an Account or Transaction where it cannot lawfully or reasonably provide the relevant service.

3.4 Verification is mandatory

Every User must complete the applicable verification process through Didit before being permitted to use the relevant transaction functionality.

Successful registration alone does not guarantee that a User will be permitted to initiate, accept or complete every type of Transaction.

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4. ACCOUNT REGISTRATION AND VERIFICATION

4.1 Accurate information

You must provide accurate, complete and current information when registering, completing verification, initiating a Transaction or responding to a verification request.

This includes, where applicable:

- **First name and surname.**
- **Identity and verification information requested through Didit.**
- **Business registered name.**
- **Trading name.**
- **Legal entity type.**
- **Physical business address.**
- **Information about directors, authorised representatives or beneficial owners where required.**
- **Contact information.**
- **Any other information reasonably required for verification, compliance, security or transaction administration.**

You must correct material inaccuracies promptly.

4.2 Identity verification through Didit

Vyler uses Didit for applicable identity-verification and related verification functions.

Depending on the applicable verification process, these may include identity-document checks, face-liveness checks, identity-photo comparison, business-registration checks, beneficial-ownership checks and other relevant verification or screening procedures.

The checks performed in a particular case depend on the capabilities of the integrated service, the information available and the requirements applicable to that User.

Vyler does not promise that every verification method will be available or produce a successful result in every case.

4.3 Documents and personal information

Identity-document images and company-registration documents submitted through the applicable Didit workflow are processed through that service. Under Vyler's intended data-handling arrangement, those document images are not stored on Vyler's own servers.

Vyler may retain selected information and verification results needed to administer Accounts, manage Transactions, comply with applicable obligations and address fraud, disputes or security concerns.

This may include an individual's first name and surname, a business's registered and trading names, entity type, physical address and relevant verification outcomes or statuses.

The precise information retained will depend on the relevant process and lawful purpose.

This arrangement does not mean that the documents are never stored by Didit or another authorised provider. Their handling and retention by those providers are subject to their applicable systems, agreements, privacy terms and legal obligations.

The processing of personal information is further addressed in the Vyler Privacy Policy.

4.4 Failed, incomplete or inconsistent verification

If verification fails, remains incomplete or produces inconsistent information, Vyler may:

- **Request additional information or clarification.**
- **Require another verification attempt where available.**
- **Restrict access to particular features.**
- **Decline a Transaction.**
- **Suspend or restrict an Account where justified.**
- **Take other lawful steps necessary to address the issue.**

A failed automated check does not necessarily establish that a User has committed fraud.

Vyler may consider available information and conduct an appropriate review before taking action where circumstances permit.

4.5 Ongoing accuracy

Verification is not a permanent guarantee that all information will remain accurate.

You must notify Vyler of material changes to relevant identity, business, ownership, authority or contact information.

Vyler may require updated verification where reasonably necessary.

4.6 No impersonation or false documentation

You must not:

- **Use another person's identity without lawful authority.**
- **Submit altered, fabricated or misleading documents.**

- **Misrepresent your age.**
- **Conceal the identity of the person or business actually participating in a Transaction.**
- **Falsely represent your authority to act for a company.**
- **Circumvent a verification requirement.**
- **Provide false beneficial-ownership information.**
- **Manipulate verification outcomes.**

Such conduct may result in Account restrictions, Transaction restrictions, reporting where legally required and other lawful action.

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5. ACCOUNT SECURITY AND RESPONSIBILITY

5.1 Account security

You are responsible for maintaining reasonable security over your Account credentials and the devices and contact methods used to access your Account.

You must not knowingly permit another person to use your Account to impersonate you or engage in prohibited activity.

5.2 Unauthorised activity

If you suspect that your Account has been compromised, you must notify Vyler promptly through the available support channel.

Vyler may restrict Account access while investigating suspected unauthorised activity.

5.3 Account sharing

Accounts must not be transferred, sold or shared in a way that misrepresents the actual User or circumvents verification and security requirements.

Business Accounts may be operated by properly authorised representatives, subject to the applicable verification and access controls.

5.4 Account responsibility

You remain responsible for actions taken through your Account to the extent those actions are attributable to you under applicable law and the circumstances.

Vyler will consider credible evidence of unauthorised access, impersonation or compromise when assessing a disputed action.

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6. THE RELATIONSHIP BETWEEN BUYERS, SELLERS, VYLER AND TRADSAFE

6.1 The underlying transaction

The underlying commercial agreement is between the buyer and seller.

The buyer and seller are responsible for agreeing on what is being purchased or supplied, the Base Price, the required performance, delivery conditions, the Inspection Period and any other applicable transaction-specific requirements.

Vyler provides the platform through which the parties can establish and manage those arrangements.

6.2 Vyler's role

Vyler provides transaction-management functionality, including:

- **Transaction creation and acceptance.**
- **Recording the agreed transaction terms.**
- **Configuring delivery and inspection periods.**
- **Displaying applicable fees.**
- **Managing transaction status and deadlines.**
- **Supporting evidence submission.**
- **Administering the platform's dispute-review process.**
- **Initiating or communicating transaction outcomes through the applicable integration.**

- **Providing relevant transaction records and support.**

Vyler does not become the buyer or seller merely because a Transaction is created through its platform.

Vyler does not automatically assume responsibility for the seller's goods, workmanship, services, delivery obligations or representations.

6.3 TradeSafe's role

TradeSafe provides the protected-funds service integrated with Vyler.

The buyer's payment is processed through the applicable payment flow, and the funds are handled through TradeSafe's service according to the applicable arrangement.

TradeSafe's actual role, payment conditions and responsibilities are governed by the relevant service arrangements and applicable law.

Vyler does not represent that funds are held in a bank account owned by Vyler, or that Vyler itself physically holds all Protected Funds.

6.4 Transaction outcomes and fund movement

Vyler reviews Disputes and determines the applicable Transaction Outcome under these Terms and the agreed transaction conditions.

The relevant outcome may require funds to be released to the seller, returned to the buyer or handled in another manner permitted by the applicable transaction arrangements.

Vyler uses its integration with TradeSafe to communicate or initiate the applicable outcome through the supported transaction workflow.

The actual processing of a payment, release or refund remains subject to the relevant TradeSafe functionality, payment arrangements, banking processes, applicable law and any lawful restriction affecting the funds.

6.5 No guarantee of a particular service provider's availability

Vyler relies on third-party services for functions that Vyler does not independently operate, including verification and protected-funds functionality.

A third-party service may experience downtime, delays, errors, maintenance, rejected requests or other interruptions.

Vyler will take reasonable steps within its control to communicate material transaction errors and address the resulting platform issue.

No provision in this section removes responsibility for an obligation that Vyler must perform under applicable law.

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7. INITIATING A TRANSACTION

7.1 Either party may initiate

A verified User may initiate a Transaction as either the buyer or the seller, subject to the available functionality and applicable requirements.

The party initiating the Transaction must enter the relevant information accurately.

7.2 Required transaction details

The Transaction should specify, as applicable:

- **The identity of the buyer and seller.**
- **The goods, services, deliverables or other permitted subject matter.**
- **The Base Price.**
- **The applicable Vyler Fee.**
- **The selected fee-allocation model.**
- **The delivery requirements.**
- **The Delivery Period.**
- **The Inspection Period.**
- **Any relevant milestones.**
- **Any agreed conditions or additional terms.**

The parties must ensure that the transaction description is sufficiently clear for both sides to understand what has been agreed.

7.3 Delivery and inspection periods

The initiating party may propose the Delivery Period and Inspection Period through the available transaction functionality.

The other party must review the proposed periods before accepting the Transaction.

A proposed period does not become binding merely because it was entered by the initiating party. It becomes part of the Transaction when accepted through the applicable workflow.

7.4 Acceptance or rejection

The receiving party may review the proposed Transaction and either accept or decline it.

The receiving party should consider the Base Price, fee allocation, delivery requirements, deadlines, inspection period and any other material conditions before accepting.

If the receiving party cannot agree to the proposed conditions, the Transaction should be declined or revised through the available workflow.

The parties must not assume that a declined Transaction has become binding merely because one party created it.

7.5 Changes after acceptance

Once a Transaction has been accepted, neither party may unilaterally change a material transaction term unless the applicable platform functionality and these Terms permit the change.

Where a change requires the other party's agreement, that agreement must be obtained through the applicable process.

A material change must not be used to circumvent a dispute, manipulate a deadline or deprive a party of an agreed right.

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8. THE VYLER FEE

8.1 Fee disclosure

The applicable Vyler Fee will be displayed through the relevant Transaction or payment workflow.

Before accepting the applicable fee arrangement, Users should review the amount of the fee, the selected allocation model and the resulting payment obligations.

The fee may vary according to the pricing structure applicable to the Transaction.

Unless expressly stated otherwise, the Vyler Fee is separate from the Base Price.

8.2 Three fee-allocation models

Vyler supports three fee-allocation models.

The applicable model must be displayed and agreed to through the Transaction workflow.

Model A: Buyer pays the entire Vyler Fee

Under this model:

1. **The buyer pays the Base Price plus the entire applicable Vyler Fee.**
2. **The seller is entitled to receive the full Base Price under the Transaction Outcome.**
3. **The seller's actual bank-account credit may differ because the receiving bank may apply its own charges or deductions.**

The buyer bears the Vyler Fee under this model.

Model B: Seller pays the entire Vyler Fee

Under this model:

1. **The buyer pays the Base Price through the applicable payment gateway.**
2. **The seller bears the entire applicable Vyler Fee.**
3. **The seller's entitlement to the transaction proceeds is calculated as the Base Price minus the applicable Vyler Fee, subject to any separately disclosed and lawfully applicable charges.**

The seller should review the resulting net amount before accepting the Transaction.

Model C: Buyer and seller split the Vyler Fee equally

Under this model:

1. **The buyer pays the Base Price plus half of the applicable Vyler Fee.**
2. **The seller bears the remaining half of the applicable Vyler Fee.**

3. **The seller's entitlement to the transaction proceeds is calculated as the Base Price minus the seller's half of the Vyler Fee, subject to any separately disclosed and lawfully applicable charges.**

The buyer and seller each bear half of the Vyler Fee.

8.3 Fee example

The following example is illustrative only and assumes a Base Price of R1,000 and a total Vyler Fee of R30.

Fee model	Buyer pays	Seller's entitlement before bank charges
Buyer pays all	R1,030	R1,000
Seller pays all	R1,000	R970
50/50 split	R1,015	R985

Actual amounts must be determined from the fee shown in the applicable Transaction.

8.4 Bank charges and deductions

A receiving bank may impose charges, account fees or other deductions under its own terms.

Vyler does not determine the fees independently imposed by a User's bank.

Where a seller is entitled to the full Base Price, a bank's separate deduction does not automatically change the agreed Base Price or mean that Vyler has intentionally reduced the seller's entitlement.

8.5 Fee changes

A fee displayed and accepted for an existing Transaction will not be retrospectively changed merely because Vyler later updates its general pricing.

Any material change to an existing Transaction's fee arrangement must be handled through the applicable transaction process and applicable law.

Vyler may update its pricing for future Transactions by providing the required information through the relevant interface.

8.6 Additional charges

Any additional charge that a User is required to pay through Vyler must be disclosed as required by applicable law and the relevant transaction process.

Vyler will not treat an undisclosed charge as agreed merely because the User accepted an unrelated fee.

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9. PAYMENT AND PROTECTED FUNDS

9.1 Payment requirement

Where a Transaction requires advance payment, the buyer must complete the applicable payment process.

The seller is not required to commence delivery merely because the buyer has created a Transaction or indicated an intention to pay.

The applicable Transaction status and payment confirmation determine whether the payment requirement has been satisfied.

9.2 TradeSafe payment flow

The buyer's payment is processed through the applicable integrated payment flow.

TradeSafe handles the Protected Funds according to the applicable service arrangement.

Vyler may display the payment status and relevant Transaction information returned through the integration.

A displayed payment status is subject to the accuracy and availability of the underlying systems.

9.3 No payment outside the agreed flow

Users must not misrepresent an external payment as a payment successfully completed through Vyler.

Unless a Transaction expressly supports another method, a User should not assume that a payment made outside the applicable workflow will qualify as payment under that Transaction.

Payments made outside the applicable flow may not receive the same transaction records, protected-funds handling or dispute functionality.

9.4 Payment confirmation

The seller should rely on the applicable payment confirmation before commencing delivery where the Transaction requires the buyer to pay first.

A screenshot, email or message supplied by another User does not necessarily establish that payment has successfully completed.

Vyler may rely on information supplied through the relevant payment integration when administering the Transaction.

9.5 Funds remain subject to the Transaction

The Protected Funds are handled through TradeSafe's service in accordance with the applicable transaction arrangements.

Neither the buyer nor seller may assume that the funds can be withdrawn or redirected outside the agreed Transaction workflow merely because they initiated the Transaction.

The treatment of the funds must follow the applicable Transaction Outcome, the relevant service arrangements and applicable law.

9.6 No unauthorised redirection

A User must not attempt to redirect funds to an unrelated person, substitute an unauthorised recipient or manipulate payment details to circumvent verification or the agreed Transaction Outcome.

Suspected payment fraud may result in restrictions, additional verification and other lawful action.

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10. SELLER OBLIGATIONS

10.1 Accurate descriptions

The seller must accurately describe the goods, services, deliverables or other subject matter of the Transaction.

The description must not materially misrepresent:

- **The nature of the goods or services.**
- **The quantity or scope.**
- **The condition of goods.**
- **The seller's ability to perform.**
- **Delivery requirements.**
- **The expected completion date.**
- **Any material limitation or exclusion.**

10.2 Performance

The seller must perform the obligations accepted in the Transaction.

The seller must not knowingly accept a Transaction with no genuine intention or reasonable ability to perform it.

10.3 Delivery evidence

The seller must provide appropriate evidence of the relevant delivery or performance through the available Vyler workflow.

Depending on the Transaction, evidence may include:

- **Photographs or videos of the goods.**
- **Dispatch or tracking information.**
- **Delivery confirmations.**
- **Signed acknowledgements.**
- **Work records.**
- **Completion reports.**
- **Relevant documents.**
- **Communications confirming delivery.**
- **Other evidence reasonably connected to the agreed obligations.**

The seller should upload as much relevant and reasonably available evidence as the Transaction requires and the available functionality permits.

10.4 Commencing delivery

Where the Transaction requires the seller to commence delivery after payment, the seller must not falsely indicate that delivery has begun.

The seller's delivery status must reflect what actually occurred.

10.5 Completing delivery

The seller must complete delivery within the agreed Delivery Period, subject to any validly agreed extension or applicable legal rights.

If the seller cannot meet the deadline, the seller should communicate the problem promptly and use the available process to request an agreed change where appropriate.

The seller must not unilaterally extend a deadline that the buyer has already accepted unless the applicable Transaction terms permit it.

10.6 Failure to deliver

If the seller does not complete the agreed delivery within the applicable period, the buyer may use the available transaction process to request a refund or raise a Dispute, as appropriate.

The precise outcome will depend on the Transaction terms, the available evidence, any applicable extension and the circumstances.

The seller must not assume that the funds will be released merely because the seller has marked a Transaction as delivered.

10.7 Evidence must be genuine

The seller must not fabricate, alter or knowingly misrepresent delivery evidence.

Evidence must not be obtained through unlawful access to another person's information or by violating another person's legal rights.

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11. BUYER OBLIGATIONS

11.1 Accurate transaction information

The buyer must accurately describe the goods, services or deliverables required and provide the information reasonably necessary for the seller to perform the Transaction.

11.2 Payment

The buyer must pay the amount required under the agreed fee model and applicable Transaction terms.

The buyer must not falsely claim that payment has been made.

11.3 Inspection

The buyer must use the agreed Inspection Period to assess the delivered goods, services or deliverables.

The buyer should inspect the relevant subject matter promptly and consider the agreed Transaction requirements when deciding whether to accept delivery or raise a Dispute.

11.4 Available outcomes

Through the applicable transaction interface, the buyer may be offered the ability to:

- **Accept the Transaction or delivery.**
- **Raise a Dispute.**
- **Take another action expressly made available under the applicable Transaction workflow.**

The available options may depend on the Transaction's status and the platform's functionality.

The buyer must select an outcome that reflects the actual circumstances and must not deliberately misrepresent the seller's performance.

11.5 Failure to respond

If the buyer does not select an outcome before the agreed Inspection Period expires, the Transaction will be handled under the applicable deadline procedure in these Terms.

The buyer should not assume that silence will preserve the ability to raise an ordinary in-platform dispute indefinitely.

However, a deadline procedure does not automatically remove any mandatory statutory right that cannot lawfully be excluded.

11.6 No unjustified withholding

The buyer must not use the Dispute process solely to delay payment, obtain goods or services without paying, force an unrelated concession or retaliate against the seller.

A genuine disagreement supported by a reasonable basis is not prohibited merely because the seller disagrees with it.

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12. DELIVERY, INSPECTION AND ACCEPTANCE

12.1 Agreed periods

The Delivery Period and Inspection Period are selected for the particular Transaction and accepted by both parties.

Users must review the dates, times and applicable time zone shown by Vyler.

The platform's recorded Transaction information will be used to establish the applicable deadline, subject to correction of a demonstrable system error.

12.2 Inspection begins

The Inspection Period begins according to the event specified in the Transaction workflow, such as the seller marking delivery complete and submitting the required delivery information.

The exact trigger should be displayed to the parties through the applicable Transaction interface.

The buyer must not assume that an inspection clock starts merely because the seller has sent an informal message outside the platform.

12.3 Acceptance

If the buyer accepts the delivery through the applicable workflow, the Transaction will ordinarily proceed toward release of the funds to the seller.

Acceptance indicates that the buyer has selected the relevant acceptance outcome under the Transaction.

It does not waive a statutory right that cannot lawfully be waived, nor does it necessarily prevent action concerning fraud, a material misrepresentation or another matter for which a remedy remains legally available.

12.4 Inspection Period expires without a buyer decision

If the buyer does not accept the Transaction, raise a Dispute or select another available outcome before the Inspection Period expires, the seller may request release of the funds through the applicable workflow.

Vyler will assess the recorded Transaction status and whether the conditions for the deadline procedure have been met.

Where the platform supports automatic processing and the relevant conditions are satisfied, the release may be processed automatically.

Where manual review or action is required, authorised Vyler personnel may review the records and initiate the applicable outcome through the TradeSafe integration.

An expired deadline alone does not authorise a release where the Transaction is already disputed, the relevant payment status is uncertain, the system records are inconsistent or a lawful restriction applies.

12.5 Buyer disputes before the deadline

If the buyer raises a Dispute through the available workflow within the applicable period, the Transaction will enter the relevant dispute process.

The Protected Funds will remain subject to the applicable protected-funds arrangements while the Dispute is handled, and will not be released merely because the seller requests payment.

12.6 Delivery deadline expires without completion

If the seller fails to complete the required delivery within the Delivery Period, the buyer may request a refund through the applicable workflow or raise a Dispute.

The seller's failure to complete delivery does not automatically establish every fact relevant to a Dispute, but it is relevant to the Transaction Outcome.

Vyler will consider the Transaction terms, recorded status and available evidence when deciding the applicable outcome.

12.7 Extensions

The parties may agree to an extension where the available functionality permits it.

An extension must be recorded through the applicable workflow where required.

Neither party may assume that a request for an extension has been accepted merely because it was submitted.

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13. CANCELLATIONS AND REFUNDS

13.1 Seller cancellation before delivery begins

The seller may cancel a Transaction through the applicable workflow where the buyer has paid and the seller has not yet commenced delivery, subject to the Transaction terms and applicable law.

The cancellation process must not be used to circumvent an existing Dispute or to misrepresent that delivery has not begun when it has.

13.2 Buyer requests for cancellation

The buyer does not have an unrestricted right under these Terms to cancel any paid Transaction merely because the buyer has changed their mind.

Before delivery, the buyer may request cancellation or seek the seller's agreement to cancel where the applicable workflow permits.

A buyer's cancellation request does not automatically establish an entitlement to a refund.

Any cancellation right that arises under applicable consumer-protection legislation or another mandatory legal rule remains available to the extent required by law.

13.3 Buyer refund requests

A buyer may request a refund through the applicable workflow where the seller has failed to complete delivery or where a Dispute or other applicable Transaction rule supports the request.

The buyer must provide relevant information where reasonably required.

A refund request is not automatically equivalent to an approved refund.

13.4 Refund decisions

Vyler will consider the applicable Transaction terms, available evidence, recorded deadlines and relevant circumstances when determining the outcome of a Dispute.

Where the outcome requires a refund, Vyler will use the supported TradeSafe integration to initiate or communicate the applicable refund outcome.

Actual processing remains subject to the relevant service arrangements and payment processes.

13.5 Refund destinations and processing

Refunds will be handled through the applicable payment and protected-funds workflow.

The availability, destination and processing time of a refund may depend on the payment method, provider, banking system and any applicable legal restriction.

Vyler will not represent a refund as completed merely because a request has been submitted.

13.6 Refunds are not a substitute for dispute review

A User must not misrepresent a request for cancellation as proof that the other party has breached the Transaction.

Where the parties disagree, the applicable Dispute process may be used.

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14. DISPUTE RESOLUTION

14.1 Who may initiate a Dispute

Under Vyler's ordinary in-platform Dispute workflow, the buyer is the party permitted to initiate a Dispute.

The seller may respond to a Dispute, submit evidence, explain the seller's position and challenge inaccurate or incomplete information.

The seller may use the applicable deadline, cancellation or other transaction process where the buyer has failed to respond or the seller has not received an outcome, but this does not give the seller an independent right to initiate the ordinary buyer-initiated Dispute workflow.

This restriction does not remove any separate legal right that a seller may have outside the platform.

14.2 Purpose of the Dispute process

The purpose of a Dispute is to determine the Transaction Outcome by examining the relevant facts, agreed conditions and available evidence.

Vyler's review is intended to assess what the evidence establishes, rather than to favour a buyer or seller merely because of that person's role.

14.3 Evidence required from both parties

Both the buyer and seller may be required to provide evidence relevant to the Dispute.

The seller is expected to provide relevant delivery and performance evidence, including evidence submitted when commencing or completing delivery.

The buyer must provide evidence supporting the buyer's allegation or explanation.

Depending on the Transaction, relevant evidence may include:

- **The accepted Transaction terms.**
- **Payment status and records.**
- **Photographs or videos.**
- **Dispatch and delivery records.**
- **Tracking information.**
- **Communications between the parties.**
- **Work records or completion documents.**
- **Proof of the condition of goods.**

- Evidence of a missed deadline.
- Relevant third-party records.
- Other material reasonably necessary to assess the Dispute.

14.4 Evidence must relate to the Transaction

Evidence should be relevant to the issue being decided.

Vyler may give limited weight to material that is unrelated, unverifiable, inconsistent or submitted for the purpose of distracting from the actual dispute.

The absence of a particular type of evidence does not automatically prove that a party is in the wrong. Its significance depends on what the Transaction required, what evidence would reasonably be expected and what other information is available.

14.5 Evidence-based decisions

Vyler will assess the evidence available to it and determine the applicable Transaction Outcome under these Terms and the agreed transaction conditions.

The review may consider:

- What each party expressly agreed to do.
- Whether the required payment was made.
- Whether the seller performed the agreed obligations.
- Whether delivery occurred within the agreed period.
- Whether the delivered goods or services materially matched the agreed description.
- Whether the buyer's complaint is supported by the evidence.
- Whether the parties complied with applicable deadlines.
- Whether the available records are reliable and consistent.
- Whether any relevant platform or third-party service error affected the Transaction.

Vyler will not deliberately favour one party simply because that party is the buyer or seller.

14.6 Insufficient evidence

A party's failure to provide evidence may affect the assessment of the Dispute where that evidence would reasonably be expected to support the party's position.

For example, where the seller's obligations expressly require delivery of a particular item or completion of specified work, the absence of reasonably expected delivery or completion evidence may weigh against the seller.

Equally, an unsupported buyer allegation may be insufficient to establish that the seller failed to perform.

The outcome will depend on the overall evidence, the agreed obligations and any applicable legal requirements.

14.7 Requests for additional information

Vyler may request further information from either party where reasonably necessary to assess the Dispute.

The parties should respond within the stated timeframe where one is provided.

A failure to respond may be considered alongside the other evidence and the circumstances.

14.8 Human review

Disputes may be reviewed by authorised Vyler personnel.

Vyler may use system-generated information, automated checks or other available tools to organise or assess relevant records, but the applicable outcome will be determined through the dispute process and the evidence available.

A system error or automated result does not automatically establish that a party has breached the Transaction.

14.9 Dispute outcomes

Depending on the Transaction and evidence, the outcome may include:

- **Release of the Protected Funds to the seller.**
- **Refund of the Protected Funds to the buyer.**
- **Another outcome supported by the applicable Transaction terms and service arrangements.**
- **A request for additional information before a final outcome is determined.**

The outcome will be communicated through the applicable Vyler process.

14.10 Finality within the platform

A Dispute decision determines the outcome that Vyler will seek to implement through its transaction workflow, subject to the applicable service arrangements, system functionality and law.

A platform decision does not prevent a competent court, tribunal or other legally authorised body from exercising its jurisdiction.

Nothing in these Terms removes a legal remedy that cannot lawfully be excluded.

14.11 Evidence of bad faith

If evidence indicates that a party knowingly fabricated information, manipulated a Transaction or acted dishonestly, Vyler may consider that conduct when assessing the Dispute and may take appropriate action under these Terms.

A party must not be treated as having acted dishonestly merely because its position was unsuccessful.

14.12 Small claims court and other dispute mechanisms

Where a Dispute cannot be resolved through Vyler's process, the parties may consider other available dispute-resolution mechanisms.

Depending on the nature and value of the claim, the applicable law and the requirements of the relevant forum, those mechanisms may include:

- **Direct negotiation between the parties.**
- **Mediation.**
- **Private adjudication or another agreed dispute-resolution service.**
- **The Small Claims Court, where the claim and parties qualify under the applicable rules.**
- **A competent ordinary court or tribunal.**

The availability of a particular forum depends on its jurisdiction, procedural requirements and applicable law.

Vyler does not guarantee that a particular forum will accept a claim or that a particular outcome will be obtained.

14.13 Costs of external dispute resolution

Unless expressly agreed or required by law, Vyler does not automatically undertake to pay the cost of a private adjudicator, mediator, lawyer, court process or other external dispute-resolution service.

Any external service must be engaged under the applicable agreement and its fees disclosed in accordance with applicable law.

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15. SUSPENDED ACCOUNTS AND ACTIVE TRANSACTIONS

15.1 Suspension does not determine the Dispute

Vyler may suspend or restrict an Account for a breach of these Terms, suspected fraud, verification issues, security concerns or another lawful reason.

Account suspension does not, by itself, determine which party is entitled to the Protected Funds.

A suspended User may still be entitled to funds under the applicable Transaction Outcome.

15.2 Funds follow the applicable Transaction Outcome

Where a Transaction is disputed, the outcome will be determined according to the applicable evidence-based process, regardless of whether the buyer or seller has been suspended.

For example:

- **If the seller is suspended but the evidence establishes that the seller fulfilled the Transaction and the buyer was in the wrong, suspension alone does not entitle the buyer to the funds.**
- **If the buyer is suspended but the evidence establishes that the seller failed to fulfil the Transaction, suspension alone does not entitle the seller to the funds.**

The relevant outcome must be handled through the applicable TradeSafe integration and service arrangements.

15.3 Access restrictions

A suspended User may lose access to some or all Account functions.

Vyler may provide an appropriate alternative communication or verification route where necessary to administer an active Transaction, communicate a decision or comply with applicable law.

15.4 Lawful restrictions

If funds are subject to a lawful hold, court order, statutory restriction or another binding requirement, the applicable restriction may affect the timing or manner in which the Transaction Outcome can be implemented.

Account suspension itself is not a substitute for such a lawful restriction.

15.5 Active Transactions

Where an Account is suspended while a Transaction remains active, Vyler may continue to administer the Transaction to the extent reasonably necessary and legally permissible.

The relevant Transaction terms, evidence and applicable deadlines will continue to matter unless a valid change, legal restriction or system condition requires otherwise.

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16. PROHIBITED GOODS, SERVICES AND CONDUCT

16.1 General prohibition

Users must not use Vyler to facilitate unlawful activity, fraud, deception, abuse or any transaction prohibited by applicable law or these Terms.

16.2 Prohibited conduct

The following conduct is prohibited:

- **Identity fraud or impersonation.**
- **Submission of fake or materially misleading information.**

- Fabrication of delivery or performance evidence.
- Knowingly accepting a Transaction without a genuine intention to perform it.
- Knowingly claiming that a completed delivery did not occur.
- Knowingly claiming that an incomplete delivery was completed.
- Manipulation of transaction deadlines.
- Misuse of the Dispute process to obtain an unjustified financial benefit.
- Attempts to redirect Protected Funds without authority.
- Circumvention of verification or compliance controls.
- Unlawful use of another person's personal information.
- Threats, harassment or intimidation connected with a Transaction.
- Unauthorised access to Vyler or integrated services.
- Attempts to interfere with the integrity of Transaction records.
- Use of Vyler to facilitate money laundering, fraud or other unlawful financial activity.

16.3 Restricted categories

Vyler supports a range of permitted transaction categories, which may include electronics, household and construction goods, freelance and technology services, automotive goods, luxury goods, digital goods and intellectual property, and other permitted transactions.

The categories available through the platform may change over time.

A category appearing in the interface does not automatically mean that every transaction within that category is permitted.

All Transactions remain subject to these Terms, applicable law, verification requirements and any restrictions imposed by the relevant service providers.

16.4 Real estate and property deposits

Vyler does not support real-estate transactions or property deposits under its ordinary transaction offering.

Users must not use the platform to process a real-estate purchase, property rental deposit or another excluded property-related payment unless Vyler has expressly introduced and authorised a separate service for that purpose.

The appearance of a general category or the ability to enter a payment amount does not override this exclusion.

16.5 Changes to permitted categories

Vyler may update its category list, prohibited-transaction rules or eligibility requirements as its services evolve.

A change to future category availability does not automatically rewrite an existing Transaction.

Existing Transactions will be handled under their applicable terms, subject to mandatory law, third-party restrictions and any necessary action to address a genuine legal or security concern.

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17. ACCOUNT SUSPENSION, RESTRICTION AND TERMINATION

17.1 Grounds for action

Vyler may restrict, suspend or terminate an Account where reasonably justified by circumstances including:

- **False or misleading registration information.**
- **Failed or incomplete mandatory verification.**
- **Suspected identity fraud.**
- **Material breaches of these Terms.**
- **Fraudulent or dishonest transaction conduct.**
- **Repeated misuse of the Dispute process.**
- **Attempts to manipulate payment or delivery records.**
- **Security threats or unauthorised access.**
- **Legal or regulatory requirements.**
- **A credible risk to Users, the platform or integrated services.**
- **Another lawful and legitimate reason connected with platform operation.**

17.2 Proportionate action

Where appropriate, Vyler may choose a measure proportionate to the concern, including:

- **Requesting clarification.**
- **Requiring additional verification.**
- **Restricting a particular feature.**
- **Preventing new Transactions.**
- **Suspending an Account temporarily.**

- Terminating an Account.
- Reporting conduct where required or permitted by law.

The action taken will depend on the nature and seriousness of the issue, the available evidence and any relevant legal obligation.

17.3 Immediate restrictions

Vyler may take immediate action where reasonably necessary to address a credible fraud risk, protect Account security, prevent unlawful activity or comply with a binding legal requirement.

Where appropriate and legally permissible, the User may subsequently be informed of the action and given a means to provide relevant information or request a review.

17.4 No automatic forfeiture

Suspension or termination does not automatically transfer the other party's contractual entitlement to Protected Funds.

Funds relating to an active Transaction remain subject to the applicable Transaction Outcome and the relevant TradeSafe service arrangements.

17.5 Legal action

Depending on the circumstances, suspected fraudulent conduct, identity fraud, material misrepresentation or other unlawful activity may be referred to the relevant authorities or pursued through other lawful channels.

Vyler will not treat every unsuccessful Transaction or unsuccessful Dispute as proof of criminal conduct.

17.6 Closure requests

A User may request Account closure through the available process.

Account closure may be delayed or subject to conditions where necessary to administer an active Transaction, complete required verification, comply with applicable law or address a legitimate unresolved issue.

Closing an Account does not automatically cancel an existing Transaction or extinguish an outstanding legal obligation.

18. PERSONAL INFORMATION, PRIVACY AND AUTHORISED REVIEWS

18.1 Privacy Policy

Vyler processes personal information in accordance with its Privacy Policy and applicable data-protection law.

The Privacy Policy explains the categories of information collected, the purposes of processing, the use of Didit and other service providers, retention, security, disclosure and the rights available to Users.

These Terms should be read together with that Privacy Policy.

18.2 Authorised review of Account information

Users acknowledge that relevant Account and Transaction information may be reviewed by authorised Vyler personnel where reasonably necessary for legitimate purposes, including:

- **Transaction administration.**
- **Dispute resolution.**
- **Verification and compliance.**
- **Fraud prevention and investigation.**
- **Security incidents.**
- **Audit and recordkeeping.**
- **Investigating suspected misuse.**
- **Responding to lawful requests.**
- **Addressing technical errors.**
- **Protecting the rights and legitimate interests of Users and Vyler.**

Such reviews must be conducted for a lawful purpose and in accordance with applicable privacy requirements.

18.3 Scope of review

Access should be limited to information reasonably relevant to the purpose of the review and restricted to authorised personnel or service providers with a legitimate need for access.

A review does not give Vyler unrestricted permission to access unrelated private information or to disregard applicable privacy law.

18.4 Transaction records

Vyler may retain relevant Transaction records, evidence, communications, status changes, verification results and dispute outcomes for legitimate operational, legal, security, audit and compliance purposes.

Retention periods may vary according to the nature of the information and the applicable legal requirements.

18.5 No sale of personal information

Vyler does not sell Users' personal information.

Information may nevertheless be processed or disclosed where necessary for legitimate platform functions, authorised service-provider operations, legal obligations, dispute handling, fraud prevention or other purposes explained in the Privacy Policy.

18.6 Third-party service providers

Relevant information may be shared with Didit, TradeSafe and other authorised providers where reasonably necessary to provide their respective services or fulfil a lawful purpose.

Each provider's role depends on the applicable service arrangement and the information required for that function.

Vyler does not claim that information processed by a third-party provider is necessarily stored only within Vyler's own systems.

18.7 Requests and complaints

Users may submit privacy-related requests or concerns through support@vyler.co.za.

Requests will be handled in accordance with the Privacy Policy and applicable law.

19. TECHNICAL ERRORS, OUTAGES AND THIRD-PARTY SERVICES

19.1 Platform availability

Vyler aims to provide its transaction functionality reliably, but uninterrupted availability cannot be guaranteed.

The platform may be unavailable or degraded because of maintenance, technical faults, infrastructure problems, security incidents or circumstances outside Vyler's reasonable control.

19.2 Transaction errors

Where a material error occurs during a Transaction, the platform may display an error message or indicate that the action could not be completed.

Users should not assume that a payment, cancellation, release, refund or other transaction action succeeded merely because they attempted it.

The applicable Transaction status and available records should be checked.

19.3 TradeSafe and payment-system issues

Vyler relies on the relevant integrated services for protected-funds functionality and associated payment operations.

If TradeSafe or another relevant service experiences an outage, rejects a request or returns an error, the Transaction may be delayed or require further review.

Vyler will take reasonable steps within its control to address the issue and communicate material information where appropriate.

19.4 Didit and verification-system issues

If Didit or a related verification function is unavailable, a User may be unable to complete registration, verification or a particular Transaction action until the relevant issue is resolved.

A technical verification failure does not automatically establish misconduct.

Vyler may request a retry or use another lawful and supported verification process where available.

19.5 Deadline effects

Where a material platform or third-party outage prevents a party from exercising an available Transaction option, Vyler may review the circumstances and take reasonable steps permitted by the applicable service arrangements and law.

This may include correcting a demonstrable system error, reviewing a deadline or communicating an appropriate next step.

An outage does not automatically establish that either party is in the wrong.

19.6 Information supplied by external services

Vyler may rely on information received from integrated providers for functions such as payment confirmation, verification and transaction status.

If information appears inconsistent or an error is reported, Vyler may investigate or seek clarification through the relevant provider.

19.7 Security incidents

Vyler may temporarily restrict a feature or Transaction where reasonably necessary to investigate a security incident or prevent further harm.

Any resulting Transaction Outcome must still be determined under the applicable Terms, service arrangements and law.

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20. INTELLECTUAL PROPERTY AND PLATFORM USE

20.1 Platform rights

Subject to applicable law and third-party rights, the platform's software, interface, branding, design, original documentation and other Vyler materials are owned by or licensed to CLEARHOLD.

Using Vyler does not transfer ownership of those materials to a User.

20.2 Permitted use

Users may access and use the platform for its intended lawful purposes, subject to these Terms.

Users must not reproduce, distribute, modify, reverse engineer or commercially exploit protected platform materials except where permitted by law or expressly authorised by CLEARHOLD.

20.3 User-submitted content

Users retain any rights they lawfully hold in content they submit.

By submitting Transaction information or evidence, Users authorise Vyler to process and use that material as reasonably necessary to provide the platform services, administer the Transaction, assess Disputes, maintain records, address security concerns and comply with applicable law.

This permission does not automatically transfer ownership of the User's content to Vyler.

20.4 Prohibited technical conduct

Users must not:

- **Attempt to gain unauthorised access to the platform or integrated services.**
- **Interfere with platform security or availability.**
- **Introduce malicious code.**
- **Exploit vulnerabilities without authorisation.**
- **Manipulate Transaction records or system responses.**
- **Use automated access in a way that violates applicable restrictions.**
- **Circumvent verification or security controls.**

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21. COMMUNICATIONS AND NOTICES

21.1 Electronic communications

Vyler may communicate with Users electronically through the platform, email or other supported communication channels.

Users must keep their contact information current and monitor relevant Transaction notifications.

21.2 Transaction notices

Important Transaction notices may include:

- **A new Transaction invitation.**
- **Acceptance or rejection.**
- **Payment status.**
- **Delivery status.**
- **The start or expiry of an Inspection Period.**
- **A Dispute notification.**
- **A request for evidence.**
- **A Transaction Outcome.**
- **A refund or release status.**
- **An Account restriction or verification request.**

The available notices depend on the platform's functionality and the relevant Transaction.

21.3 Responsibility for responding

Users should respond to material Transaction notices within the applicable period.

Failure to read a notice does not automatically extend a deadline where the notice and deadline were validly established under the applicable process.

However, mandatory legal rights and a demonstrable platform error remain relevant.

21.4 Contact details

General support and legal notices may be directed to:

CLEARHOLD (Pty) Ltd, trading as Vyler
Company registration number: 2026/035423/07
Email: support@vyler.co.za
Website: https://vyler.co.za

A notice will be treated as received according to the applicable communication method, the circumstances and any mandatory legal requirements.

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22. DISCLAIMERS AND LIMITATIONS OF RESPONSIBILITY

22.1 Nature of the platform

Vyler provides transaction-management, dispute-review and related platform functionality.

Unless expressly agreed otherwise, Vyler is not the seller of the goods or services underlying a Transaction and does not itself perform the seller's contractual obligations.

The buyer and seller remain responsible for their respective obligations under their underlying agreement.

22.2 No guarantee of performance by another User

Vyler cannot guarantee that every buyer will pay, every seller will deliver, every item will meet a buyer's expectations or every User will comply with their obligations.

The platform's controls are intended to support transaction administration and evidence-based outcomes; they do not eliminate all transaction risk.

22.3 No guarantee of verification perfection

Verification and screening can reduce certain risks, but no verification process can guarantee that every identity, business record, document or representation is genuine or that future conduct will be lawful.

22.4 Third-party services

Vyler does not control every operational decision, system, bank process or technical incident affecting Didit, TradeSafe or other external providers.

The responsibility of each provider is governed by the applicable service arrangements and law.

Nothing in these Terms excludes liability that Vyler or another party is legally required to bear.

22.5 Technical limitations

Vyler may rely on the accuracy and availability of external systems, payment information and User-submitted records.

Where an error is identified, Vyler may take reasonable corrective action within its control.

22.6 No exclusion of mandatory rights

Nothing in these Terms excludes or limits a right or liability that cannot lawfully be excluded or limited under South African law.

Any limitation of responsibility must be interpreted consistently with applicable legislation and the circumstances of the relevant Transaction.

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23. LIMITATION OF LIABILITY

23.1 Applicable legal standard

To the extent permitted by applicable law, Vyler will not be responsible for losses arising solely from another User's independent breach of their underlying agreement, fraud, failure to deliver or other conduct outside Vyler's control.

Vyler's responsibility for its own acts and omissions remains subject to applicable law and the relevant facts.

23.2 No blanket exclusion

Nothing in these Terms excludes liability for fraud, intentional misconduct or any other liability that cannot lawfully be excluded or limited.

Nothing in these Terms removes a statutory remedy that must remain available.

23.3 Third-party losses

A User's claim relating to a third-party service must be assessed according to the actual cause of the loss, the relevant service arrangements and applicable law.

Vyler does not automatically assume responsibility for every act or omission of a third-party provider merely because that provider is integrated with the platform.

23.4 Mitigation of loss

Users should take reasonable steps to prevent avoidable losses, preserve relevant evidence and notify Vyler promptly of a material Transaction problem.

This provision does not remove any mandatory legal right.

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24. INDEMNITY

To the extent permitted by law, a User may be responsible for losses, claims or reasonable costs directly caused by that User's unlawful conduct, fraud, material misrepresentation or serious breach of these Terms.

This may include conduct such as:

- **Knowingly submitting fabricated evidence.**
- **Impersonating another person.**
- **Unlawfully accessing another person's information.**
- **Manipulating payment or Transaction records.**
- **Using Vyler to facilitate prohibited activity.**
- **Materially breaching a Transaction in a manner that causes legally recoverable loss.**

Any claim under this section must be assessed according to applicable law and the circumstances.

This clause does not automatically make a User responsible for every loss connected with a Transaction, nor does it remove any right that cannot lawfully be excluded.

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25. CHANGES TO THE PLATFORM AND THESE TERMS

25.1 Platform changes

Vyler may update its functionality, interface, categories, supported integrations and technical processes as the platform develops.

A change may require Users to follow updated instructions or complete additional verification.

25.2 Changes to these Terms

Vyler may revise these Terms to reflect changes in the platform, applicable law, operational requirements, security measures or service-provider arrangements.

Where a change materially affects Users, Vyler will provide notice or obtain renewed acceptance where required by applicable law.

25.3 Existing Transactions

A change to these Terms does not automatically rewrite an existing Transaction or retrospectively change a fee already agreed for that Transaction.

Existing Transactions will ordinarily continue under the terms applicable when they were accepted, subject to mandatory law, necessary security measures and any validly agreed change.

25.4 Continued use

Where legally appropriate, continued use after a notified update may constitute acceptance of the revised Terms.

Where express acceptance is legally required, Vyler will use the applicable acceptance process.

26. GOVERNING LAW AND DISPUTES INVOLVING VYLER

26.1 Governing law

These Terms are governed by the laws of the Republic of South Africa, subject to any mandatory legal rules that apply to the relevant User or Transaction.

26.2 Disputes between Users

Disputes between buyers and sellers are initially handled through the Vyler Dispute process where the relevant functionality applies.

A User may pursue another lawful remedy where available.

26.3 Disputes between a User and Vyler

Where a dispute arises between a User and Vyler, the parties should first attempt to resolve it through the available support or complaints process where appropriate.

Nothing in this clause prevents a party from approaching a competent court, regulator, tribunal or other authorised body where permitted by law.

26.4 Jurisdiction

Any court proceedings will be subject to the jurisdictional rules and other applicable requirements of South African law.

These Terms do not confer jurisdiction on a court that would not otherwise have it.

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27. GENERAL PROVISIONS

27.1 Entire agreement

These Terms, the applicable Privacy Policy and the accepted transaction-specific terms constitute the relevant agreement governing use of Vyler and the applicable platform functions, subject to any separate agreement expressly entered into by the relevant parties.

27.2 Severability

If a provision is found invalid, unlawful or unenforceable, it will be treated as modified or severed to the minimum extent necessary, where legally permissible.

The remaining provisions will continue to apply to the extent that they can operate lawfully.

27.3 No waiver

A failure or delay by Vyler in enforcing a provision does not automatically constitute a permanent waiver of that provision.

Any waiver must be assessed according to the circumstances and applicable law.

27.4 Assignment

A User may not transfer an Account or the rights and obligations associated with a Transaction in a way that circumvents these Terms or applicable verification requirements.

CLEARHOLD may transfer or reorganise its business or contractual rights where permitted by law and subject to applicable privacy, contractual and consumer-protection requirements.

27.5 No partnership or agency

The use of Vyler does not automatically create a partnership, employment relationship, agency relationship or joint venture between Vyler and a User.

A User does not become an authorised representative of CLEARHOLD merely by using the platform.

27.6 Interpretation

Headings are provided for convenience and do not override the substantive provisions.

The singular includes the plural where the context permits, and references to a person may include a legal entity where appropriate.

27.7 Language

These Terms are drafted in English.

Where a translation is provided, the applicable legal effect of that translation will be determined in accordance with applicable law and the circumstances of the agreement.

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28. CONTACT AND SUPPORT

For questions about these Terms, Account access, Transactions, verification, disputes or other platform matters, contact:

CLEARHOLD (Pty) Ltd
Trading as: Vyler
Company registration number: 2026/035423/07
Email: support@vyler.co.za
Website: https://vyler.co.za

When contacting support about a Transaction, Users should provide the relevant Transaction reference and sufficient information to identify the issue.

Users should not send unnecessary identity-document images or sensitive personal information through ordinary email where the approved verification process should be used instead.

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29. FINAL ACKNOWLEDGEMENT

By creating an Account, accepting a Transaction or using the applicable Vyler services, you acknowledge that:

1. **You are at least 18 years old if registering as an individual.**
2. **You must complete the applicable verification requirements.**
3. **You must provide accurate information.**
4. **The underlying commercial agreement is between the buyer and seller.**
5. **Vyler provides the transaction-management platform and dispute-review process.**
6. **TradeSafe provides the applicable protected-funds service through the integration.**
7. **The applicable Vyler Fee and fee-allocation model will be displayed for the Transaction.**

8. **The buyer and seller must agree to the Transaction terms, including delivery and inspection periods.**
9. **The buyer must use the applicable workflow to accept the Transaction or raise a Dispute.**
10. **The seller must provide appropriate delivery and performance evidence.**
11. **Transaction Outcomes are determined under the applicable Terms, agreed conditions and available evidence.**
12. **Account suspension does not, by itself, determine who is entitled to Protected Funds.**
13. **Personal and Transaction information may be reviewed for lawful and legitimate operational, verification, dispute, security, audit and compliance purposes.**
14. **Third-party services and technical systems may affect processing times and availability.**
15. **Nothing in these Terms removes a legal right or remedy that cannot lawfully be excluded.**

END OF TERMS AND CONDITIONS