

## E-Travel Service Provider Terms of Use

Last Updated: 1<sup>st</sup> November 2024.

Welcome to **E-Travel** (the "Website"). The Website is owned and operated by **ECOMS Community Services (PTY) Ltd**, a company situated in **Cape Town, South Africa**, trading as **ECOMS**. E-Travel is one of the brands of ECOMS that operates in Africa. ECOMS also has a registered company in **Uganda** in the name of **HECOMS Technology Limited** trading as ECOMS in Uganda. E-Travel operates exclusively across the African continent.

These **Terms of Use** (the "Agreement") govern the use of the Website and services provided by E-Travel to Service Providers. By signing up for an account or using the Website, you agree to comply with and be bound by the terms of this Agreement. If you do not agree with these terms, you should not use the Website.

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### 1. DEFINITIONS

- **E-Travel Platform:** The online platform located at [www.ecoms.africa/travel](http://www.ecoms.africa/travel), where Service Providers can list and offer their services, and customers can book travel-related services such as accommodation, tours, activities, car hire, and transfers.
  - **Service Providers:** Individuals or entities that offer accommodation, tours, activities, car hire, and transfer services through the E-Travel platform.
  - **Customer:** A person or entity that books services listed by Service Providers on the E-Travel platform.
  - **Booking Fee:** The fee that E-Travel charges for each successful booking made through the platform. The fee is a percentage of the booking price.
  - **Booking Charge:** A charge applied to each booking made on the Website, which Service Providers agree to pay to E-Travel for using the platform.
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### 2. SERVICE PROVIDER REGISTRATION

To become a Service Provider on E-Travel, you must complete the registration process on the Website by providing accurate and up-to-date information, including your business name, contact details, services offered, pricing, and payment details. By registering, you represent and warrant that:

- You are legally authorized to offer and provide the services you list on the platform.

- The information provided is complete, accurate, and truthful.
  - You will comply with all applicable laws and regulations governing the provision of your services.
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### 3. SERVICES OFFERED ON THE PLATFORM

E-Travel allows Service Providers to list various travel services, including but not limited to:

- Hotel accommodations and other types of lodging.
- Tour packages, excursions, and activities.
- Car hire and rental services.
- Transfer services (e.g., airport transfers).

The details and descriptions of these services, including pricing, availability, and terms, must be accurately represented by the Service Provider.

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### 4. PAYMENT STRUCTURE AND FEES

#### 4.1 Launch Period:

During the **launch period**, which will apply as of 1<sup>st</sup> November 2024 for the first six months, service providers will only pay a **fixed fee of 10% booking charge** which will apply to each successful booking made through the platform and is automatically deducted by E-Travel upon payment processing. The fee will be inclusive of credit card payments as well as bank transfer fees.

#### 4.2 Post-Launch Period:

After the first six months, E-Travel will review the pricing and fee structure. The fees will be adjusted based on the number of Service Providers signed up. If the number of Service Providers does not meet a certain threshold, the launch period may be extended until this threshold is met. Any changes to the pricing structure will be communicated to the Service Providers at least 30 days in advance of the new fee structure taking effect.

#### 4.3 Payment Methods:

E-Travel accepts several payment methods for customers booking services, including:

- **PayPal**
- **Credit Cards** (Visa, MasterCard, etc.)
- **Mobile Money**

- **Pay on Arrival**

#### 4.4 **Pay on Arrival:**

If a customer selects the **Pay on Arrival** payment option, the Service Provider will be responsible for collecting payment directly from the customer upon arrival for the service. The Service Provider agrees that **immediately after receiving payment from the customer**, they will pay the **booking fee** due to E-Travel.

#### 4.5 **Booking Fee Payment Due Date:**

The booking fee must be paid to E-Travel promptly after receiving payment from the customer. Should there be any delay in the payment of the booking fee, E-Travel will levy a **5% interest charge per month** on the outstanding amount.

#### 4.6 **Payment Failure and Account Suspension:**

If the booking fee remains unpaid for more than **30 days** from the due date, E-Travel reserves the right to **block the Service Provider's account** and remove all listings from the platform until the outstanding payment, including any applicable interest, is settled in full.

#### 4.7 **Customer Payments via Credit Cards, Mobile Money, or PayPal:**

Any payments made by customers via **credit cards, mobile money, or PayPal** will be credited directly into the Service Provider's **wallet account** within the Service Provider's **dashboard** on the E-Travel platform.

#### 4.8 **Service Provider Wallet Account:**

Service Providers can access and manage the balance in their wallet account through their dashboard on the E-Travel platform. The balance in the wallet account will reflect the total amount paid by customers (minus any applicable booking charges or fees).

#### 4.9 **Withdrawals from Wallet Account:**

The Service Provider may request a withdrawal of funds from their wallet account at any time. Upon requesting a withdrawal, the requested amount will be transferred to the Service Provider's designated **bank account** within **24 hours** of the withdrawal request being made. Please note that withdrawals may be subject to certain processing times by the bank or payment provider.

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## 5. CANCELLATION AND REFUND POLICY

### 5.1 **Service Provider Cancellations:**

Service Providers have the right to cancel their participation on the E-Travel platform at any time. However, Service Providers must notify E-Travel in writing of their intent

to cancel their account and cease offering services through the platform. Upon cancellation, the Service Provider will no longer be liable for future booking charges, but will still be responsible for any outstanding fees related to past bookings.

### **5.2 Customer Cancellations:**

Service Providers must specify their own cancellation policies for customers when listing services. The Service Provider is responsible for handling customer cancellations according to the terms they set in their listings. These terms should be made clear and communicated to the customers at the time of booking.

### **5.3 Refunds:**

In cases of cancellations, refunds will be processed in accordance with the Service Provider's cancellation policy. Any disputes regarding refunds must be addressed by the Service Provider directly with the customer.

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## **6. TERMS AND CONDITIONS FOR SERVICE PROVIDERS**

### **6.1 Service Provider Obligations:**

Service Providers must:

- Ensure that all services listed are available and accurate.
- Respond to customer inquiries promptly and provide the necessary information to facilitate bookings.
- Provide services that meet the quality standards described in their listings.
- Comply with all local laws, regulations, and industry standards in providing their services.

### **6.2 Availability and Pricing:**

Service Providers must maintain updated availability calendars for their services and ensure that pricing is accurate, including any additional fees or charges. Service Providers agree to honor the pricing and availability shown on their listing, provided that the customer books within the specified period.

### **6.3 Legal Compliance:**

Service Providers are responsible for ensuring their services comply with all relevant laws, including health and safety regulations, and any other legal requirements governing their business. Service Providers will indemnify E-Travel from any liability arising from non-compliance.

### **6.4 Customer Service and Disputes:**

Service Providers are responsible for providing high-quality customer service. In the event of disputes between a Service Provider and a customer, the Service Provider

will attempt to resolve the dispute amicably. If a resolution cannot be reached, E-Travel may, at its discretion, intervene to facilitate a solution.

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## **7. SERVICE PROVIDER ACCOUNT MANAGEMENT**

### **7.1 Account Security:**

Service Providers are responsible for maintaining the confidentiality of their login credentials and ensuring the security of their account. E-Travel is not liable for any unauthorized access to an account resulting from the Service Provider's failure to maintain secure login information.

### **7.2 Account Suspension and Termination:**

E-Travel reserves the right to suspend or terminate a Service Provider's account if the Service Provider breaches any of the terms and conditions of this Agreement, engages in fraudulent or illegal activities, or provides false or misleading information. Upon termination, the Service Provider will be required to pay any outstanding fees owed to E-Travel.

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## **8. SERVICE PROVIDER WARRANTIES AND LIMITATION OF LIABILITY**

### **8.1 No Warranty:**

E-Travel does not warrant that the platform will be uninterrupted, error-free, or free from malicious software, and makes no guarantees regarding the success of any particular listing or booking.

### **8.2 Limitation of Liability:**

To the maximum extent permitted by law, E-Travel's liability to the Service Provider for any claim, loss, or damage arising from the use of the platform is limited to the total fees paid by the Service Provider in the 12 months prior to the incident giving rise to the claim.

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## **9. CONFIDENTIALITY**

### **9.1 Confidential Information:**

Each Party agrees to maintain the confidentiality of any proprietary information provided by the other Party, including customer information, financial data, and business plans. This obligation remains in effect even after the termination of this Agreement.

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## 10. GOVERNING LAW AND DISPUTES

### 10.1 Governing Law:

This Agreement will be governed by and construed in accordance with the laws of **South Africa**.

### 10.2 Dispute Resolution:

Any dispute arising from or in connection with this Agreement will be resolved through negotiation in good faith. If the dispute cannot be resolved through negotiation, it will be submitted to binding arbitration in **Cape Town**, South Africa, in accordance with the rules of the Arbitration Foundation of South Africa (AFSA).

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## 11. MISCELLANEOUS

### 11.1 Amendments:

E-Travel reserves the right to modify, suspend, or terminate the Website or any services provided on the platform at any time. Changes to this Agreement will be posted on the Website, and Service Providers will be notified of any material changes at least 30 days prior to their implementation.

### 11.2 Force Majeure:

E-Travel will not be liable for failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, civil disturbance, strikes, or other unforeseen events.

### 11.3 Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

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## ACCEPTANCE OF TERMS

By registering as a Service Provider on the E-Travel platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.

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**E-Travel (Ecoms Africa)**

[www.ecoms.africa/travel](http://www.ecoms.africa/travel)

## **12. Contact Information**

For any questions, concerns, or disputes regarding these Terms, please contact us at:

### **E-Travel**

Email: [info@ecommerce.co.za](mailto:info@ecommerce.co.za)

Phone: +256 774 770155

Website: [www.ecommerce.africa/travel](http://www.ecommerce.africa/travel)