KENGO TERMS OF SERVICE

Passenger transport, food ordering, courier and platform services

PUBLIC-FACING CONTRACTUAL TERMS

Version 1.0 | Effective date: 10 October 2026

KenGo is operated by KNONGDEZIGNS (Pty) Ltd | Reg. No. 2017/183268/07
https://kengo.co.za/ | legal@kengo.co.za | support@kengo.co.za

IMPORTANT INFORMATION

These Terms of Service (the "Terms") constitute a legally binding agreement between the person accessing or using the KenGo platform ("you", "your" or the "User") and KNONGDEZIGNS (Pty) Ltd, registration number 2017/183268/07, trading as KenGo ("KenGo", "we", "us" or "our"). They govern access to and use of the KenGo website, mobile application, software, interfaces and associated services (collectively, the "Platform").

Effective date: 10 October 2026Terms of Service: The contractual relationship between KenGo, passengers, merchants and transport providers.

Payment & Wallet Policy: All confirmed payment methods, payment authorization, wallet balances, cashback, QR transactions, settlement and disputes.

Refund & Cancellation Policy: Ride and food-order cancellations, unsuccessful payments, duplicate charges, refunds and cashback reversals.

Privacy & POPIA Policy: Personal information, payment data, identity verification, biometrics, live location and data-subject rights.

Food Delivery Terms: Merchant obligations, order acceptance, fulfilment, food safety and customer complaints.

Private partner agreements: Driver, delivery partner and merchant terms, including the agreements needed for later regulatory applications. Version: 1.0. These Terms must be read together with the Payment & Wallet Policy, Refund & Cancellation Policy, Privacy & POPIA Policy, Food Delivery Terms and any transaction-specific terms displayed before confirmation. In the event of inconsistency, mandatory applicable law prevails; otherwise, the more specific transaction term applies to the relevant service.

By creating an account, accessing a restricted feature, requesting a ride, placing an order or otherwise using the Platform, you signify that you have had a reasonable opportunity to review these Terms and agree to be bound by them. If you do not agree, you must refrain from using the relevant service.

1. DEFINITIONS AND INTERPRETATION

"Applicable Law" means all legislation, regulations, binding directions, regulatory requirements and lawful orders applicable in the Republic of South Africa to the relevant party, service or transaction, as amended from time to time.

"Merchant" means the independent business identified as the supplier of food or other goods in an order. "Transport Operator" means the person or entity holding the operating license required to provide the relevant e-hailing service. "Driver" means the individual authorized by the Transport Operator to perform a ride. "Delivery Partner" means the person or entity engaged to collect and deliver an order. "Customer Content" means information, ratings, messages, images and other material submitted by a User.

Headings are for convenience and do not affect interpretation. Words in the singular include the plural and vice versa. References to legislation include amendments and replacement legislation.

2. THE PLATFORM AND THE CONTRACTING PARTIES

2.1 KenGo provides a technology platform through which Users may request passenger transport, place food or other supported merchant orders, and request eligible courier services. The Platform may also provide account management, booking coordination, payment facilitation, transaction records, customer support and communications.

2.2 Unless expressly stated otherwise at checkout or in a separate written agreement, KenGo acts as the platform provider and coordinator. The underlying ride is performed by the identified Transport Operator and Driver; food and goods are supplied by the identified Merchant; and delivery or courier services may be performed by an identified Delivery Partner. The identity and material details of the relevant supplier must be disclosed before the User commits to the transaction.

2.3 The allocation of supplier responsibilities in these Terms does not exclude or limit any duty or liability that KenGo itself has under the Consumer Protection Act 68 of 2008 ("CPA"), the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), the National Land Transport Act 5 of 2009, the Protection of Personal Information Act 4 of 2013 ("POPIA") or any other Applicable Law. No provision is intended to contract out of a non-excludable statutory obligation.

2.4 The Platform does not, merely by listing or facilitating a service, represent that a third-party operator, driver, merchant or delivery partner is an employee, agent or legal representative of KenGo. The actual relationship and each party's statutory status are determined by the facts and Applicable Law.

3. ELIGIBILITY, REGISTRATION AND ACCOUNT SECURITY

3.1 You must be legally capable of entering into a binding agreement and must provide accurate, complete and current information when registering or transacting. You must update material account information without undue delay.

3.2 KenGo may require identity, contact, age, address, vehicle, license, permit or other verification were reasonably necessary for service delivery, fraud prevention, safety, legal compliance or regulatory requirements. Certain e-hailing functions may require identity number or passport number and residential address details as prescribed by transport law.

3.3 You are responsible for maintaining the confidentiality of your login credentials and for activity undertaken through your account, except to the extent that unauthorized activity results from KenGo's failure to comply with a legal duty. You must notify KenGo promptly if you suspect compromise, impersonation or unauthorized access.

3.4 You may not create multiple accounts to evade restrictions, impersonate another person, provide false documents, manipulate ratings or bookings, interfere with the Platform, or use another person's payment instrument without authority.

3.5 A person under the age of 18 may use the Platform only where the relevant service and account arrangement lawfully permits it and appropriate parent or guardian authority and safeguards are in place. Minors may not independently purchase age-restricted goods or services.

4. BOOKINGS, RIDES AND FARES

4.1 A ride request is an offer to obtain the displayed service on the terms shown. A binding booking is formed only when the Platform confirms acceptance or allocation in the manner communicated to the User. A request does not guarantee that a Driver will accept or that a vehicle will be available.

4.2 Before confirmation, the Platform will display the selected ride category, available fare or fare estimate, applicable charges and material conditions. A fare estimate may change where the disclosed pricing method permits adjustments for route changes, waiting time, authorized stops, tolls or changes requested by the User. The final charge must be capable of explanation by reference to the applicable fare rules and transaction record.

4.3 Under any "Wait & Save" or offer-based fare feature, the User may propose a fare, and a Driver may accept or counter-propose it. No agreed fare exists until the offer is accepted and confirmed through the Platform. A counteroffer is not binding until accepted by the User.

4.4 Users must verify the vehicle and Driver details presented in the Platform before boarding, use seatbelts, comply with passenger capacity limits and follow lawful safety instructions. Users must not request unlawful stops or interfere with the safe operation of a vehicle.

4.5 E-hailing services may be activated only to the extent that the Platform provider, application, Transport Operator, Driver and vehicle satisfy all applicable registration, licensing, safety, equipment and operational requirements. Platform registration or approval does not replace a government-issued license or permit.

5. FOOD, GOODS AND COURIER SERVICES

5.1 The order page must identify the Merchant and disclose the selected goods, quantities, listed prices, applicable taxes, delivery charges and material restrictions before the order is placed.

5.2 Submission of an order does not necessarily constitute Merchant acceptance. The order is accepted when the Merchant confirms availability and fulfilment through the Platform or by another clearly communicated method. Preparation and delivery times are estimates unless expressly stated as guaranteed.

5.3 Where an item is unavailable, the Merchant or KenGo must communicate the issue and offer an appropriate lawful option, which may include cancellation, a substitution with the User's express agreement, or a refund.

5.4 Courier Users must accurately describe the item, its dimensions, weight, value and relevant handling requirements. Prohibited, unlawful, dangerous or unsupported goods may not be tendered. Any declared-value limit, exclusion or liability cap must be clearly disclosed and agreed before the courier booking, subject always to mandatory law.

6. PRICES, PAYMENTS AND WALLET

6.1 The total amount payable, including applicable fees, taxes, delivery charges and other mandatory costs, will be displayed before confirmation. The payment methods available to a User are those enabled and displayed at the relevant checkout.

6.2 Available methods may include eligible debit or credit cards, Apple Pay, Google Pay, Capitec Pay, PayShap, KenGo Wallet, cash for eligible rides and supported QR transactions. The appearance of a payment method in these Terms does not guarantee availability for every User, transaction or location.

6.3 The User authorizes the selected payment method for the amount displayed and any further amount properly arising under a disclosed fare or order adjustment. Payment processing may be performed by a third-party payment service provider. The Payment & Wallet Policy governs authorization, settlement, wallet balances, cashback and payment disputes.

6.4 A passenger who selected cash may, where the Platform supports the feature, pay through the approved in-vehicle QR flow. The User must verify the payee and amount before authorizing. A Driver may not require payment to an unapproved personal account.

7. USER CONDUCT AND PROHIBITED USE

7.1 Users must act lawfully and respectfully towards Drivers, Delivery Partners, Merchants, other Users and KenGo personnel. Threats, violence, harassment, discrimination, sexual misconduct, intimidation, fraud, theft, deliberate property damage and unsafe conduct are prohibited.

7.2 Users must not misuse emergency or safety functions, submit false complaints, manipulate transactions, interfere with navigation or safety equipment, upload unlawful content, reverse engineer or disrupt the Platform, or attempt unauthorized access to accounts, systems or data.

7.3 KenGo may investigate credible reports and take proportionate measures, including warnings, verification requirements, temporary restrictions or account suspension, were reasonably necessary for safety, fraud prevention, legal compliance or protection of the Platform. Where appropriate and lawful, the affected User will be given reasons and a reasonable opportunity to respond or appeal.

8. PLATFORM AVAILABILITY, SUSPENSION AND CHANGES

8.1 KenGo may update, maintain, modify or temporarily suspend all or part of the Platform for security, maintenance, operational, commercial or legal reasons. Reasonable steps will be taken to minimize disruption where practicable.

8.2 KenGo may amend these Terms from time to time. Material changes will be communicated through the Platform, website or other reasonable channel. Changes will apply prospectively from the stated effective date and will not retrospectively remove accrued rights or alter a completed transaction without lawful basis.

8.3 If a change materially affects an ongoing service or subscription, where applicable, the User will be given such notice and choices as required by Applicable Law.

9. COMPLAINTS, SUPPORT AND DISPUTE RESOLUTION

9.1 Users may contact support@kengo.co.za | Complaints@kengo.co.za for general support and legal@kengo.co.za for formal legal notices. Complaints relating to a specific transaction should include the transaction reference, date, relevant service and a concise description of the issue.

9.2 KenGo will acknowledge and investigate complaints within a reasonable period, having regard to the nature and urgency of the complaint. Nothing in this clause prevents a User from approaching the National Consumer Commission, the Information Regulator, a competent ombud, tribunal, regulator or court.

9.3 In an emergency or immediate threat to life or safety, Users must contact the appropriate emergency services or South African Police Service without delay. Platform safety features are supplementary and are not a substitute for emergency response.

10. LIABILITY, WARRANTIES AND STATUTORY RIGHTS

10.1 Nothing in these Terms excludes, restricts or modifies a right, warranty, remedy or liability that may not lawfully be excluded or restricted, including applicable rights under the CPA and ECTA.

10.2 To the extent permitted by law, KenGo is not responsible for an independent supplier's acts or omissions merely because that supplier is listed on or accessed through the Platform. This clause does not exclude any liability arising from KenGo's own conduct, representations, platform functions or statutory duties.

10.3 No exclusion or limitation applies to fraud, willful misconduct, gross negligence or any liability that Applicable Law prohibits a party from excluding. Any permitted limitation must be fair, reasonable, clearly drawn to the User's attention and enforceable in the circumstances.

10.4 The Platform and third-party services may be affected by telecommunications, power, payment network or other infrastructure interruptions beyond KenGo's reasonable control. This does not excuse a failure to comply with a non-excludable statutory duty or to provide a remedy where one is required.

11. PRIVACY AND INTELLECTUAL PROPERTY

11.1 Personal information is processed in accordance with the Privacy & POPIA Policy, which forms part of the contractual framework for Platform use. The User should review that Policy before submitting identity, payment, biometric or location information.

11.2 The Platform, its software, design, trademarks, text, graphics and other materials are owned by or licensed to KenGo or its licensors and are protected by applicable intellectual property laws. The User receives a limited, revocable, non-exclusive and non-transferable right to use the Platform for its intended lawful purpose.

11.3 The User retains rights in Customer Content submitted by the User, but grants KenGo a non-exclusive, worldwide, royalty-free license to host, reproduce, process and display that content to the extent reasonably necessary to operate, secure, support and improve the Platform and resolve disputes, subject to the Privacy Policy and Applicable Law.

12. GENERAL

12.1 If any provision is held invalid or unenforceable, it will be severed or read down to the minimum extent necessary, and the remaining provisions will remain in force.

12.2 A failure or delay by KenGo to enforce a provision is not a waiver of that provision. No waiver is effective unless recorded in writing by an authorized representative.

12.3 These Terms, together with the policies expressly incorporated and any transaction-specific terms, constitute the agreement governing Platform use, subject to any separate written agreement and mandatory law.

12.4 These Terms are governed by the laws of the Republic of South Africa. Any jurisdiction or forum clause is subject to mandatory consumer protections and the authority of competent statutory bodies and courts.

13. COMPANY AND LEGAL CONTACT DETAILS

Trading name: KenGo. Legal entity: KNONGDEZIGNS (Pty) Ltd. Company registration number: 2017/183268/07. Registered office/address for service (confirm against current CIPC records): No 76 Corner Franschoek and Roodebe, Oakdene, Johannesburg, Gauteng, 2001, South Africa. Website: https://kengo.co.za/. Telephone: +27 84 525 8161 | +27 73 986 7322. Customer support: support@kengo.co.za. Legal notices: legal@kengo.co.za. Information Officer contact: info@kengo.co.za.

Company office-bearer disclosure for ECTA purposes, as supplied in the source material: Katlego Nong — Director. The company must verify and maintain all disclosures required by ECTA section 43, including any updates to registered particulars, before publication.

SCHEDULE 1 — RELATED POLICIES AND LEGISLATIVE FRAMEWORK

Related policies: Payment & Wallet Policy; Refund & Cancellation Policy; Privacy & POPIA Policy; Food Delivery Terms; and applicable private partner agreements.

Principal legislative framework includes the CPA; ECTA; POPIA; the National Land Transport Act 5 of 2009, as amended; the Second National Land Transport Regulations, 2025; the National Road Traffic Act 93 of 1996; and other applicable consumer, food safety, payment, tax and communications legislation.