

XPRESS SMART TROLLEY TERMS AND CONDITIONS

1. INTRODUCTION AND ACCEPTANCE

Welcome to Shoprite Checker's Xpress Smart Trolley Service. These Terms and Conditions ("Terms") govern the use of the Xpress Smart Trolley technology, including its hardware, software, scanning systems, payment processing, and all related Services by customers of Shoprite Checkers shopping at Shoprite Checkers retail outlets. By accessing, using or operating the Xpress Smart Trolley, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.

2. DEFINITIONS

- **"Xpress Smart Trolley" or "Trolley"** refers to the intelligent shopping cart equipped with scanning technology, payment systems, sensors, cameras, and digital interfaces.
- **"User" or "You"** refers to any person using the Xpress Smart Trolley.
- **"Service"** refers to all Xpress Smart Trolley features and functionality.
- **"System"** refers to the entire Smart Trolley technology infrastructure.

3. ELIGIBILITY AND ACCOUNT REQUIREMENTS

- Users must be 18 years or older to use the Xpress Smart Trolley independently.
- Minors aged 13-17 may use the Xpress Smart Trolley only under direct adult supervision.
- Users must login with their own valid Xtra Savings membership card to access the Trolley, authorise payments via OTP on the mobile number that is linked to their Xtra Savings account/ profile, and to ensure receipt of accurate personalised promotions.
- Access to certain Trolley features and information is linked to the User's Xtra Savings membership profile and requires a valid Xtra Savings membership card.
- Users must possess a Checkers Sixty60 account with a valid payment method linked to the account.
- If the User is not a Checkers Sixty60 customer, they will be required to download the Checkers Sixty60 app and add a valid payment method before use of the Trolley.
- Users are solely responsible for maintaining account security and credential confidentiality.
- Multiple Users may not share a single account or Trolley session.

4. PROPER USE AND RESTRICTIONS

4.1 Authorised Use

- During the Proof of Concept, the Trolley will only be available at the following stores:
 - Checkers Constantia; and
 - Checkers Hyper Brackenfell
- The Xpress Smart Trolley is for shopping within the above designated store premises only.

- Users must follow all posted signs and staff instructions regarding Trolley use.
- Trolleys must be returned to designated areas after use.
- Trolleys may carry groceries to a maximum weight limit of 100kg only.

4.2 Prohibited Activities

Users may not:

- Tamper with, modify, disassemble, or attempt to repair the Trolley hardware or software.
- Bypass, disable, or interfere with security systems, sensors, or cameras on the Trolley.
- Use the Trolley outside designated store areas or attempt to remove it from premises.
- Allow persons they do not know to use their authenticated Trolley session.
- Attempt to reverse-engineer or access the Trolley's software code.
- Use the Trolley for any illegal, fraudulent, or unauthorized purpose.
- Overload the Trolley beyond its stated capacity.
- Use the Trolley as a climbing apparatus or for any non-shopping purpose.
- Leave the Trolley unattended for extended periods (over 15 minutes), while logged in.
- Children or animals are not permitted to be placed inside the Trolley.

5. PAYMENT SYSTEM AND BILLING

5.1 Automatic Charging

- The Xpress Smart Trolley automatically detects, and records items added or removed.
- Users agree to be charged for all items present in the Trolley at checkout.
- Payment is processed automatically using the linked payment method.
- Charges may be processed immediately upon exiting the designated checkout area.

5.2 Payment Methods and Limitations

- The User agrees that the card used for payment will be one linked to their Checkers Sixty60 account, and which the User will select on the Trolley during the check-out process.
- Users will only be able to manage their payment methods available on the Trolley from the Checkers Sixty60 app and not from the Trolley.
- Only electronic payment methods are accepted (credit/debit cards).
- No cash, cheques, or physical vouchers accepted.
- No traditional discount coupons or paper vouchers can be redeemed.
- Loyalty program discounts (excluding 10% XS+ deals) may be automatically applied.
- Users must ensure sufficient funds/credit availability before shopping

- Users must ensure they can receive an OTP to the number associated with their Xtra Savings card to process payment on the Xpress Smart Trolley. Failure to do so will result in payment being processed at a standard till point.
- CVV entry will be required when a payment method loaded onto the User's Checkers Sixty60 profile is being used for the first time.
- No payment information is stored on the Xpress Smart Trolley.

5.3 Billing Disputes

- Users must report any billing discrepancies within 24 hours of purchase.
- Proof of purchase will be provided by physical till slip, printed by the checkout gate.
- Disputed charges will be investigated within 5-7 business days.
- Users remain liable for all correctly scanned items

5.4 Refunds

- The standard store refund process will apply for any products purchased with the Trolley.

6. TECHNOLOGY LIMITATIONS AND USER RESPONSIBILITIES

6.1 System Reliability

- The Xpress Smart Trolley Service is provided "as-is" without warranties.
- We do not guarantee uninterrupted Service or error-free operation.
- System malfunctions, network outages, or technical failures may occur.
- Users must verify their purchase before leaving the store.

6.2 User Verification Requirements

- Users must ensure all items are properly scanned and detected.
- Items that fail to scan must be reported to staff immediately.
- Users are responsible for verifying their total before checkout
- The removal of unscanned items from the store premises will constitute theft and may lead to prosecution. Where an item cannot be recognised by the Trolley, a staff member will assist the customer to pay at a normal till point.

6.3 Data Accuracy

- While we strive for accuracy, pricing and product information may contain errors.
- We reserve the right to correct pricing errors and re-bill Users if necessary.
- Users should verify prices and product details before purchase.

7. PRIVACY AND DATA

7.1 Data Collection

The Xpress Smart Trolley collects:

- Shopping behaviour and product interaction data.
- Visual imagery for security purposes.

7.2 Data Usage

Data is used for:

- Service operation and improvement.
- Fraud prevention and security monitoring.
- Personalised recommendations and marketing.
- Analytics.
- Compliance with legal obligations.

7.3 Data Sharing

- We may share anonymised data with third parties for research purposes.
- Personal data is handled according to Shoprite Checkers Group Privacy Policy.
- We comply with applicable data protection laws in the Republic of South Africa.

7.4 Data Storage

- Data stored is strictly limited to functionality-related information, including Xtra Savings barcode numbers, User ID, order history specific to the Trolley, search history, wish list entries, and any Spin2Win prize records.
- The Trolley does not store any personal customer information and/or payment details.
- Only essential product and pricing information is retained locally on the Trolley device to optimise performance and enhance User experience.

8. SECURITY AND MONITORING

8.1 Surveillance

- Security cameras and sensors on the Trolley operate continuously for loss prevention purposes.
- Images captured while the Trolley is in use may be used for loss prevention and legal proceedings.
- By using the Service, Users acknowledge that their shopping actions while using the Trolley may be captured as part of standard security measures.

8.2 Anti-Theft Measures

- The System includes multiple security features to prevent theft.

- Attempts to circumvent security measures will result in immediate Service termination.
- Law enforcement may be contacted for suspected theft or fraud.

9. LIABILITY AND DISCLAIMERS

9.1 Limitation of Liability

Shoprite Checkers shall not be liable for:

- Personal injury or property damage while using the Xpress Smart Trolley.
- Loss, theft, or damage to personal belongings.
- Errors in product scanning or pricing due to User negligence.
- Service interruptions, technical failures, or data loss.
- Consequences of User violation of these Terms.
- Indirect, incidental, or consequential damages.
- Trolleys left unattended by Users where the shopping session was not logged out by the User, despite enablement of auto logout on the Trolley to minimise this risk.

9.2 User Responsibility

Users assume all risk and responsibility for:

- Safe operation of the Smart Trolley.
- Proper handling and care of equipment.
- Verifying purchases before leaving the store.
- Protecting personal belongings while shopping.
- Leaving a Trolley unattended while shopping.

10. EQUIPMENT RESPONSIBILITY AND DAMAGES

10.1 Care and Handling

- Users must operate the Xpress Smart Trolley with reasonable care.
- Report any damage or malfunctions to staff immediately.
- Do not use excessive force on touchscreens or hardware components.

10.2 Damage Liability

Users may be charged for:

- Repair or replacement costs for damaged equipment.
- Cleaning fees for excessive soiling or contamination.
- Recovery costs for lost or stolen Trolleys.
- Technical service calls required due to User misuse.

10.3 Equipment Failure

- Report malfunctions to store personnel immediately.
- Do not attempt to repair or modify malfunctioning equipment.
- Alternative shopping methods will be provided if needed.

11. SPIN2WIN PROMOTIONAL FEATURE

11.1 Eligibility and Rules

- Available only to customers using the Trolley with a scanned Xtra Savings Rewards card.
- One spin per customer per day.
- Customers can only win one prize per day, as they can only spin the wheel once per day.
- Prizes must be redeemed on the same day of winning, expiring at midnight. Once a prize has been won on the Xpress Smart Trolley, customers may redeem their prize directly on the Trolley. Additionally, redemption may be possible through Checkers Sixty60.

11.2 Prize Limitations

- Prizes are subject to availability and may be substituted.
- No cash value or alternative redemption options.
- Prizes cannot be transferred to other customers.
- Company reserves the right to modify or discontinue promotion.

11.3 Employee Participation

- Store employees must follow company policy as it refers to participation in competitions.
- Management reserves the right to restrict employee participation.
- Employees must follow all standard promotional rules.

12. PRODUCT LOCATION FEATURE

12.1 Product Location Feature

- The Xpress Smart Trolley provides a product location feature that allows Users to view the aisle in which specific products are located within the store. This feature is intended to assist Users in identifying where products can be found.

12.2 Limitations of Location Information

- The Xpress Smart Trolley does not provide real-time stock levels and will display the location of products regardless of their availability in stock.
- The aisle information provided is based on the store's layout at the time of use and may be subject to change.
- The Xpress Smart Trolley does not provide precise navigation to the product's location. It will indicate the general aisle where the product can be found, but it is the Users

responsibility to navigate and find the correct aisle and product location in the store based on this information.

13. FORCE MAJEURE AND SERVICE INTERRUPTION

Shoprite Checkers are not liable for Service interruptions caused by:

- Natural disasters, pandemics, or government actions.
- Power outages, network failures, or technical infrastructure issues.
- Supplier failures or third-party Service disruptions.
- Circumstances beyond our reasonable control.

14. INTELLECTUAL PROPERTY

14.1 Ownership

- All Xpress Smart Trolley technology, software, and interfaces are proprietary.
- Users receive no ownership rights in the technology.
- Trademarks, copyrights, and patents remain with respective owners.

14.2 Restrictions

- Users may not copy, distribute, or reverse-engineer Shoprite Checkers' technology.
- Screenshots or recordings of the interface are prohibited.
- Commercial use of our technology is strictly forbidden.

15. TERMINATION AND SUSPENSION

15.1 Immediate Termination

We may immediately terminate access for:

- Violation of these Terms.
- Fraudulent or illegal activity.
- Threatening or obscene behaviour toward staff or other customers.
- Repeated misuse of equipment.

15.2 Account Suspension

- Temporary suspensions may be imposed for minor violations.
- Suspended Users may appeal the decision through customer service.
- Repeated violations, including obscene images may result in permanent account termination.

16. MODIFICATIONS AND UPDATES

16.1 Terms Updates

- We may modify these Terms at any time.
- Changes will be posted prominently and take effect immediately.
- Continued use constitutes acceptance of updated Terms.
- Users should review Terms regularly for changes.

16.2 Service Changes

- We may modify, suspend, or discontinue the Xpress Smart Trolley Service.
- Features may be added, removed, or changed without notice.
- No compensation will be provided for Service changes.

17. DISPUTE RESOLUTION

17.1 Governing Law

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

17.2 Dispute Resolution Process

- Initial disputes must be reported to store staff or Checkers customer care within 30 days.
- Disputes will first be addressed through good faith negotiation.
- Unresolved disputes subject to binding arbitration in Cape Town.
- Class action lawsuits are waived by using this Service.

17.3 Jurisdiction

Users consent to the exclusive jurisdiction of courts in the Western Cape Region for any legal proceedings.

18. ACCESSIBILITY AND ACCOMMODATION

18.1 Accessibility Features

- Xpress Smart Trolleys include accessibility features where technically feasible.
- Alternative shopping assistance available upon request.
- Users with disabilities may request reasonable accommodations.

19. ADDITIONAL EXCLUSIONS AND LIMITATIONS

19.1 Service Limitations

- No integration with external promotional platforms.
- No support for cryptocurrency or alternative payment methods on the Xpress Smart Trolley.
- No offline functionality - requires active internet connection.

- No indication of stock levels is provided. Items presented when searched are based on the store range and may not always be in stock.
- No navigation to items indicated on the map feature, only location based on aisle. Items may shift in location causing the map feature to be outdated at times. The Xpress Smart Trolley is not currently integrated with Checkers Sixty60 features, including Shopping List, Save for Later, or Basket.
- The Trolley is not integrated with any entry mechanisms of competitions that require a till slip.

19.2 Product Restrictions

- Only items stocked by the specific store the Xpress Smart Trolley operates in can be purchased on the Trolley.
- Certain products may be excluded from Xpress Smart Trolley checkout.
- Age-restricted items require staff verification.
- Items with hard security tags will need to be removed by a staff member before a User may exit.
- Prescription medications cannot be purchased through Xpress Smart Trolley.
- Some promotional items may be Xpress Smart Trolley exclusive.
- Serialised items cannot be purchased using the Xpress Smart Trolley and must instead be bought through standard in-store channels.

20. EMERGENCY PROCEDURES

20.1 Emergency Response

- In case of emergency, abandon the Trolley and follow standard evacuation procedures.
- Emergency services take priority over payment processing.
- Users will not be charged for items during genuine emergencies.

20.2 Medical Emergencies

- Seek immediate medical attention if injured while using the Trolley.
- Report any accidents or injuries to store management immediately.
- We are not responsible for medical expenses or treatment.

21. CONTACT INFORMATION AND SUPPORT

For questions, concerns, or support regarding these Terms or the Xpress Smart Trolley Service:

Shoprite Checkers

- General Queries Email: customercare@shoprite.co.za
- Customer Care Phone: 0800 01 07 09
- Store Manager: Available during business hours

- Legal Inquiries: clpillay@shoprite.co.za

Hours of Operation:

- Customer Care:
Monday to Saturday: 08:00 - 17:00
Weekends & Public Holidays: 09:00 - 17:00
- Emergency Contact: [24/7 Emergency Number]

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ACKNOWLEDGMENT: By using the Xpress Smart Trolley Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree to these Terms, you must not use the Xpress Smart Trolley Service.