

THE IVY LEAGUE (PTY) LTD TRADING AS CRAFT CANNABIS CLUB (hereinafter referred to as “the Club”, “C3”, “we”, “us”).

MEMBERSHIP AND USE AGREEMENT

(Private Members’ Club & Online Portal)

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context indicates otherwise:

- 1.1.1. **“Agreement”** means this Membership and Use Agreement, together with any annexures, schedules, policies and rules referred to in it, as amended or updated from time to time.
- 1.1.2. **“Applicable Law”** means all laws, regulations and by-laws in force in the Republic of South Africa from time to time, including without limitation the *Cannabis for Private Purposes Act*, the *Drugs and Drug Trafficking Act* to the extent still applicable, the *Constitution of the Republic of South Africa, 1996*, the *Consumer Protection Act 68 of 2008* (“CPA”), the *Protection of Personal Information Act 4 of 2013* (“POPIA”), and all subordinate legislation, directives and guidance notes issued under them.
- 1.1.3. **“Cannabis”** means the whole cannabis plant or any portion or product thereof, including seeds, leaves, stalks, flowers and cannabinoids, in such forms as the Club may from time to time make available to Members in accordance with Applicable Law.
- 1.1.4. **“Clubhouse”** means any private, members-only premises or designated Club space through which the Club may operate its services from time to time, as communicated to Members.
- 1.1.5. **“Club Rules”** means any written rules, policies, house rules, codes of conduct and standard operating procedures adopted by the Club from time to time (including online rules) which regulate membership, behaviour at the Clubhouse and use of the Club’s Services.
- 1.1.6. **“Member Portal”** means the private, password-protected online platform, website and/or mobile application operated by or on behalf of the Club and accessible only to Members, through which Members may manage their membership profile, engage with the Club, and request allocation of Cannabis and related services.
- 1.1.7. **“Membership Fees”** means the recurring and/or usage-based fees payable by the Member to the Club for membership and access to the Club’s Services, as set out in the Club’s membership schedule, on the Member Portal or otherwise notified to the Member from time to time.
- 1.1.8. **“Membership Tier”** means the category or level of membership selected and approved for the Member (for example, basic, standard, premium), which determines, amongst other things, the extent of access to Club facilities, Membership Fees and the indicative level of Cannabis allocations available to the Member.

1.1.9. **“Services”** means the services made available by the Club to Members from time to time, including:

- (a) operation of the private members’ Clubhouse, dispensary and social space;
- (b) sourcing, cultivating, processing, storing and allocating Cannabis to Members for their private use in proportion to Membership Fees and usage at the Clubhouse and via the Member Portal; and
- (c) any ancillary or related services reasonably connected with the foregoing.

1.1.10. **“Website”** means the Club’s website at <https://c3.co.za/> and any related mobile sites, Member Portal and software applications owned or controlled by the Club.

1.2. Unless the context indicates otherwise: references to the singular include the plural and vice versa; any reference to a person includes a natural or juristic person; any reference to a gender includes the other genders; and references to any enactment include any amendment or re-enactment thereof.

1.3. Clause headings are for convenience only and shall not affect interpretation.

2. NATURE OF THE CLUB AND LEGAL POSITION

2.1. The Club is a private, non-profit members’ association operated through a non-profit company. It is not open to the public. Access to the Clubhouse, Member Portal and Services is strictly limited to approved Members.

2.2. The Club’s purpose is to create a private, safe, adult environment where Members may, in accordance with Applicable Law, collectively fund the cultivation, sourcing, handling and allocation of Cannabis for their own private, personal use, and to enjoy a private social space and related services.

2.3. The Club does not sell Cannabis to the public. No element of the Membership Fees constitutes a public, per-gram retail sale of Cannabis. Membership operates on a private, members-only funding and allocation model. Membership Fees consist of:

2.3.1.a fixed, recurring base monthly membership fee which grants access to the Clubhouse, the Member Portal and the Club’s private members’ Services; and

2.3.2.usage-based top-up fees, payable on a pay-as-you-go basis, which are determined in proportion to the Member’s actual Cannabis requirements as communicated by the Member at the dispensary or via the Member Portal.

2.4. All Membership Fees are applied solely to the costs of the Club’s operations—including cultivation, sourcing, storage, premises, staff and compliance—and are used to determine each Member’s proportional access to the Club’s communal Cannabis stock.

- 2.5. All Services are provided subject to the evolving legal framework applicable to Cannabis in South Africa. The Club reserves the right to adjust its operations, policies, Membership Tiers and allocation model at any time in order to remain compliant with Applicable Law and regulatory guidance.

3. ACCEPTANCE AND APPLICATION OF THIS AGREEMENT

- 3.1. By applying for membership, signing this Agreement, using the Member Portal and/or entering the Clubhouse, the Member:
- 3.1.1. acknowledges that he/she has read, understood and accepts this Agreement and the Club Rules; and
 - 3.1.2. agrees to be legally bound by this Agreement and the Club Rules.
- 3.2. If the Member does not agree with this Agreement or the Club Rules, the Member must not apply for membership and must not use the Club's Services.
- 3.3. This Agreement applies in addition to any specific terms notified to the Member in respect of particular Membership Tiers, promotions or Services, which shall prevail in the event of conflict.

4. MEMBERSHIP ELIGIBILITY AND APPLICATION

- 4.1. Membership is open only to natural persons who are 18 years or older, legally competent to enter into binding agreements, and who are not prohibited under Applicable Law from possessing or using Cannabis.
- 4.2. The Club may require the Member to provide such identification and personal information as the Club reasonably deems necessary to verify age, identity and eligibility, including proof of address and contact details.
- 4.3. Membership applications are subject to approval at the Club's sole discretion. The Club may decline any application without being obliged to provide reasons.
- 4.4. Membership is personal and non-transferable. The Member may not allow any other person to use his/her Membership, Member Portal access, or rights under this Agreement.
- 4.5. The Member warrants that all information provided to the Club is true, accurate and complete, and undertakes to keep such information updated at all times.

5. MEMBERSHIP TIERS, FEES AND PAYMENT

- 5.1. The Member shall pay the applicable Membership Fees associated with his/her Membership Tier, comprising:
- 5.1.1.a fixed recurring base membership subscription, payable monthly in advance, which grants access to the Club, the Clubhouse and the Member Portal; and

- 5.1.2. usage-based, pay-as-you-go top-up fees, which correspond proportionally to the quantity of Cannabis the Member elects to receive from time to time.
- 5.2. Usage-based top-up fees are calculated when the Member requests an allocation at the Clubhouse dispensary or submits a request via the Member Portal. The Member acknowledges that these requests represent the Member's own private-use requirement and form the basis upon which proportional allocations and top-up fees are determined.
- 5.3. All Membership Fees (including base fees and usage-based top-ups) are payable in advance and must be settled without deduction, set-off or withholding, by debit order, EFT, card or any other payment method approved by the Club.
- 5.4. The Club may adjust Membership Fees and Membership Tiers from time to time on written or electronic notice to Members. Continued use of the Services after such notice constitutes acceptance of the revised fees and/or tiers.
- 5.5. If the Member fails to pay any amount when due, the Club may, without prejudice to its other rights:
- 5.5.1. suspend the Member's access to the Clubhouse, Member Portal and Services;
 - 5.5.2. withhold any further Cannabis allocations; and/or
 - 5.5.3. terminate this Agreement.

6. DESCRIPTION OF SERVICES AND CANNABIS ALLOCATION

- 6.1. The Club will provide the Member with access to:
- 6.1.1. the Clubhouse, as a private, members-only social space and the Services; and
 - 6.1.2. the Member Portal, as a private online channel for managing membership and requesting allocations.
- 6.2. The Club may, directly or through trusted partners, cultivate, source, store and prepare Cannabis for allocation to Members. The Club may also provide accessories and related products as part of the Services.
- 6.3. The Member understands and agrees that:
- 6.3.1. the Club operates on a membership and resource-sharing model, not a retail "per gram" sales model to the public;
 - 6.3.2. Membership Fees are used to fund cultivation, sourcing, processing, compliance, staffing and Club operations;
 - 6.3.3. each Member's indicative entitlement to Cannabis is proportional to Membership Fees, Membership Tier and usage, within limits set by the Club from time to time and subject to legal possession thresholds; and
 - 6.3.4. Cannabis is allocated only to Members, for their private, personal use, and not for commercial resale, dealing or supply to third parties.

- 6.4. The Club does not guarantee the availability of any specific strain, potency, format or quantity at any given time. All allocations are subject to availability, harvest cycles, stock levels, quality control, and Applicable Law.
- 6.5. The Club may from time to time introduce allocation limits, daily/weekly caps, waiting lists, or booking systems to manage stock fairly and lawfully among Members.
- 6.6. Nothing in this Agreement gives the Member any right to:
 - 6.6.1. demand a fixed or minimum quantity of Cannabis on any specific date;
 - 6.6.2. direct the Club's cultivation methods; or
 - 6.6.3. require the Club to stock or source any particular strain or product.

7. DISPENSARY, ONLINE ORDERS, COLLECTION AND DELIVERY

- 7.1. The Club may operate a members-only dispensary at the Clubhouse and via the Member Portal through which Members may request the allocation of Cannabis and related products within the limits of their Membership Tier and Applicable Law.
- 7.2. Access to the Member Portal is restricted to Members with valid credentials. The Member is responsible for keeping his/her login details confidential and secure, and is liable for all actions conducted using such credentials unless reported to the Club without delay.
- 7.3. Orders placed via the Member Portal or in-club systems constitute a request for allocation under this Agreement and not a public retail purchase.
- 7.4. The Club may, where legally permissible and operationally feasible, offer collection at the Clubhouse and/or delivery to a private address nominated by the Member within South Africa. Delivery services may be subject to additional fees and restrictions, and may be suspended at any time without notice.
- 7.5. Risk in and responsibility for any Cannabis allocated to the Member transfers to the Member upon collection at the Clubhouse or delivery to the nominated address, as applicable.
- 7.6. The Member must ensure that:
 - 7.6.1. Cannabis is not received, signed for or accessed by any person under the age of 18;
 - 7.6.2. the Member's possession and transport of Cannabis at any time remains within the limits of Applicable Law; and
 - 7.6.3. Cannabis is stored and used privately and securely.

8. MEMBER OBLIGATIONS AND CONDUCT

- 8.1. The Member shall at all times:
 - 8.1.1. comply with this Agreement, the Club Rules and Applicable Law;
 - 8.1.2. use all Cannabis received solely for his/her own private, personal use;
 - 8.1.3. not sell, trade, donate or supply Cannabis received from the Club to any third party, whether for gain or otherwise;

- 8.1.4. not permit any minor (under 18) to access or consume Cannabis;
- 8.1.5. behave respectfully at the Clubhouse and towards staff and other Members; and
- 8.1.6. notify the Club promptly of any changes to personal details or circumstances affecting eligibility.
- 8.2. The Member expressly acknowledges that any commercial dealing, sale, or distribution of Cannabis may constitute a criminal offence, and that the Club will not support, condone or accept liability for such conduct.
- 8.3. The Member must not use Cannabis in any way that would expose the Club to legal or reputational risk, including public consumption in contravention of Applicable Law.
- 8.4. The Club may suspend or terminate membership immediately if it reasonably believes that the Member has:
 - 8.4.1. contravened Applicable Law relating to Cannabis;
 - 8.4.2. supplied Cannabis to minors or non-Members;
 - 8.4.3. engaged in abusive, threatening or unsafe conduct at the Clubhouse; or
 - 8.4.4. otherwise breached this Agreement or the Club Rules.

9. CLUB OBLIGATIONS AND DISCLAIMERS

- 9.1. The Club shall use reasonable care, skill and best endeavours consistent with industry good practice to:
 - 9.1.1. operate the Clubhouse as a safe, private members' space;
 - 9.1.2. ensure that Cannabis is cultivated, sourced, handled and stored responsibly; and
 - 9.1.3. implement appropriate policies, systems and procedures to promote compliance with Applicable Law.
- 9.2. The Club does not provide medical, therapeutic or professional health advice. Cannabis distributed by the Club is not intended to diagnose, treat, cure or prevent any disease. The Member uses Cannabis at his/her own risk and is advised to consult a medical professional before use, especially if pregnant, breastfeeding, on medication or with underlying conditions.
- 9.3. The Club does not warrant any specific effects, potency, cannabinoid profile or outcome from the use of Cannabis. Individual responses may vary.

10. LIMITATION OF LIABILITY AND INDEMNITY

- 10.1. The Member's use of Cannabis and the Services is entirely at the Member's own risk.
- 10.2. To the fullest extent permitted by law, the Club, its directors, employees, contractors and agents shall not be liable for any direct, indirect, incidental, special or consequential damages, losses, injury, criminal prosecution or claims of whatsoever nature arising out of or in connection with:
 - 10.2.1. the Member's possession, use, misuse or sharing of Cannabis;
 - 10.2.2. the Member's non-compliance with Applicable Law;

- 10.2.3. the Member's conduct at or around the Clubhouse; or
- 10.2.4. the use of the Website or Member Portal.
- 10.3. The Member hereby indemnifies and holds harmless the Club, its directors, employees, contractors and agents against any and all claims, actions, damages, losses, liabilities, costs and expenses (including legal costs on an attorney-and-own-client scale) arising from:
 - 10.3.1. the Member's breach of this Agreement or the Club Rules;
 - 10.3.2. any allegation that the Member has used Cannabis obtained through the Club for dealing, trafficking, sale or supply to third parties; or
 - 10.3.3. any prosecution or enforcement action arising from the Member's conduct.

11. PRIVACY AND DATA PROTECTION

- 11.1. The Club will process the Member's personal information in accordance with POPIA, this Agreement and the Club's privacy policy (as amended from time to time).
- 11.2. The Member acknowledges that the Club may collect, store and process personal information including, without limitation: name, identity number, contact details, proof of age, membership history, allocation records and transaction logs.
- 11.3. The Club may use the Member's personal information for the following purposes:
 - 11.3.1. verifying identity and eligibility;
 - 11.3.2. managing membership, fees and allocations;
 - 11.3.3. complying with legal obligations and responding to lawful requests from authorities; and
 - 11.3.4. communicating with the Member about Club-related matters, including updates, changes and promotions (subject to the Member's marketing preferences).
- 11.4. The Club will not sell the Member's personal information to unaffiliated third parties. Disclosure to third parties will be limited to those required for Club operations (such as IT service providers, professional advisers) or where required or permitted by law.
- 11.5. The Member has the right, subject to POPIA, to access, correct or update personal information held by the Club and to withdraw certain consents, subject to legal and contractual limitations.

12. WEBSITE AND MEMBER PORTAL USE

- 12.1. Use of the Website and Member Portal is provided on an "as is" and "as available" basis. The Club does not warrant uninterrupted, error-free access.
- 12.2. The Member shall not:
 - 12.2.1. use the Website or Member Portal for any unlawful purpose;
 - 12.2.2. attempt to gain unauthorised access to any other Member's account; or
 - 12.2.3. introduce any malicious code or harmful material.

12.3. The Club may suspend, modify or discontinue any aspect of the Website or Member Portal at any time without liability, save for processing transactions already accepted, to the extent reasonably possible.

13. DURATION, SUSPENSION AND TERMINATION

13.1. This Agreement commences on the date of acceptance by the Member and continues until terminated in accordance with this clause.

13.2. The Member may terminate this Agreement by providing the Club with at least one calendar month's written notice. The Member remains liable for all Membership Fees and charges up to the effective date of termination.

13.3. The Club may suspend or terminate the Member's membership immediately on written or electronic notice if the Member:

13.3.1. fails to pay any amount due;

13.3.2. breaches this Agreement or the Club Rules and fails to remedy such breach within 7 days of notice (if remediable); or

13.3.3. engages in behaviour that, in the Club's reasonable opinion, exposes the Club or other Members to legal, safety or reputational risk.

13.4. Upon termination:

13.4.1. the Member shall cease to use the Member Portal and shall no longer have access to the Clubhouse or Services; and

13.4.2. any outstanding amounts shall become immediately due and payable.

13.5. Termination does not affect any rights, remedies or obligations which accrued before the date of termination.

14. CHANGES TO THIS AGREEMENT AND CLUB RULES

14.1. The Club may amend this Agreement or the Club Rules from time to time to reflect operational, legal or regulatory changes. Updated versions will be made available to Members via email and/or the Member Portal.

14.2. Continued membership and/or use of the Services after notification of changes shall constitute the Member's acceptance of the amended terms. If the Member does not agree with the amended terms, the Member must cease using the Services and may terminate this Agreement as provided above.

15. NOTICES

15.1. The Club chooses as its *domicilium citandi et executandi* for all purposes under this Agreement the physical address of the Clubhouse and the email address [●].

15.2. The Member chooses the physical and email addresses set out in the membership application form as his/her *domicilium*, which may be updated by written notice to the Club.

15.3. Any notice required in terms of this Agreement shall be in writing and shall be deemed received:

15.3.1. on the first Business Day after delivery by hand or courier; or

15.3.2. on the first Business Day after transmission by email, provided no delivery failure notification is received.

16. GENERAL

16.1. This Agreement, together with the Club Rules and any documents expressly incorporated by reference, constitutes the entire agreement between the Parties in relation to its subject matter.

16.2. No relaxation or indulgence granted by the Club to the Member shall be deemed a waiver of any right, nor shall it prevent the subsequent enforcement of that right.

16.3. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

16.4. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, and the Parties consent to the jurisdiction of the appropriate South African courts.