

Terms and Conditions

ToGGeL (Pty) Ltd | TapVent event services

Last reviewed 15 October 2026

Application to TapVent

TapVent is an event-services platform of ToGGeL (Pty) Ltd and is not a separate legal entity. This document applies to ToGGeL when delivering TapVent services. References to ToGGeL identify the legal entity; references to TapVent identify the event platform. TapAPI is a separate legal entity providing integrated wallet functionality where enabled.

TapVent-specific terms: ToGGeL (Pty) Ltd operates TapVent as an event services platform. The relevant order, event SLA or booking terms identify the services supplied, such as ticketing, registration, NFC wristbands, entry validation and reporting. Event organisers remain responsible for event content, attendance rules, venue safety and lawful instructions unless expressly agreed otherwise.

Wallet functionality: An organiser may opt its event in to TapAPI wallet bands. The wallet is provided by TAPAPI (Pty) Ltd (registration 2026/529514/07), a separate company that is not part of ToGGeL, under TapAPI's own Terms of Use and Privacy Policy. The section Wallet events, below, sets out how this works and who is responsible for what. ToGGeL's event-service invoices are separate from wallet balances and their settlement.

Consumer rights: Refunds, cancellations, postponements and ticket transfers must be described in event-specific terms, consistent with applicable consumer law and the organiser's role. The applicable event terms and any payment-provider requirements should be presented before purchase.

Event-specific contractual application

These terms concern ToGGeL (Pty) Ltd's TapVent event services. The event organiser's signed agreement and service schedule determine whether ToGGeL supplies ticketing, registration, QR/NFC entry validation, wristbands, on-site support or reporting. TapVent is not a separate contracting party. A ticket purchaser may also be subject to disclosed organiser-specific admission, postponement, cancellation and refund conditions. Responsibility for ticket sales, collecting ticket revenue, refund decisions and customer support must be identified in the event-specific checkout and organiser arrangements; it must not be assumed that ToGGeL is always the ticket seller. Consumer statutory rights remain unaffected.

Where an event uses TapAPI wallet bands, the wallet is provided by TAPAPI (Pty) Ltd under TapAPI's Terms of Use, which an attendee accepts once, by ticking the box when opening the wallet. Neither a TapVent ticket purchase nor an organiser's agreement makes anyone a wallet holder or accepts TapAPI's terms for them. TapAPI runs the wallet: the money in it is held as TapAPI's Terms of Use explain, wallet payments and reversals follow TapAPI's terms and its payment processor's process, and TapAPI handles wallet complaints; a vendor is responsible for what it sells; the organiser and ToGGeL are responsible for the event and its tickets.

Wallet events (TapAPI wallet bands)

This section applies only to an event whose organiser has opted in to TapAPI wallet bands. The wallet is provided by TAPAPI (Pty) Ltd (registration 2026/529514/07) under its Terms of Use (tapapi.co.za/legal/terms.php) and Privacy Policy (tapapi.co.za/legal/privacy.php). Where this section and TapAPI's Terms of Use differ about the wallet, TapAPI's Terms of Use apply to the wallet.

For attendees

- Opting in: your band becomes a wallet band only if you choose. Tap it with your phone and TapAPI's page opens in TapVent's colours. Open a TapAPI wallet with your cell number and a PIN you choose, or add the band to the TapAPI wallet you already have. You accept TapAPI's Terms of Use once, by ticking the box.
- Your money: the band holds no money. It points to your TapAPI wallet, and the money is held as TapAPI's Terms of Use explain: prepaid credit for use inside the TapAPI network, not a bank account, collected by TapAPI's payment processor and moved daily into float accounts held under a third-party payment provider (TPPP) licence. ToGGeL and the organiser never hold your wallet money.
- Limits: a wallet opened with your cell number is an Everyday wallet, with the limits in section 4 of TapAPI's Terms of Use. The wallet always shows the limits that apply to you.
- Topping up: top up in your wallet, or with cash at a TapAPI shop where the event has one. A top-up or payment cannot be started from an address outside South Africa. A phone roaming on a foreign SIM card may look as if it is outside South Africa: use the venue's Wi-Fi if it has one, or top up with cash at a TapAPI shop.
- Paying: you approve every payment with your wallet PIN. Your cell number and PIN are yours alone. Giving them to anyone, including friends, event staff or a vendor, so that they can top up or pay for you is fraud under section 12 of TapAPI's Terms of Use, and the wallet will be frozen. Do not lend, sell or swap your band.
- A lost band: freeze it in your wallet or at any TapAPI shop. Your money stays in your wallet, though TapAPI may also freeze the wallet while it looks into a lost band (section 12). A new band can be added to the same wallet; the event terms say whether a replacement band costs anything.
- After the event: your balance stays in your TapAPI wallet; the end of the event does not change it. ToGGeL and the organiser do not refund it. Spend it in the TapAPI network, send it to another TapAPI wallet, or, once your identity is verified, send it to your bank account (section 8 of TapAPI's Terms of Use). You may close the wallet at any time (section 13).
- Fees: wallet fees are TapAPI's, shown in rand in the wallet before you confirm and listed at tapapi.co.za/fees.php. ToGGeL and the organiser do not charge wallet fees.

For organisers

- An event opts in to wallet bands in its signed service schedule with ToGGeL. ToGGeL then encodes the event's bands with TapAPI's band address, and tests a band with a phone before the bands are issued.
- The organiser shows attendees the points above, or a link to them, at ticket checkout or in the event information, and where bands are handed out.

- The organiser and its staff never ask for, write down or type in an attendee's PIN, and never take an attendee's cell number and PIN to top up or pay for them: TapAPI's Terms of Use treat giving them to someone else as fraud.
- The organiser does not promise to refund wallet balances or to cash out bands at the gate, and does not describe the wallet as its own or ToGGeL's. Ticket refunds, cancellations and postponements follow the event terms; they do not reverse money that attendees have loaded into their wallets.
- If the wallet service is unavailable at the event, the contingency plan agreed with ToGGeL applies, such as another way to pay at stalls.
- Wallet questions and complaints from attendees go to TapAPI. Only TapAPI can freeze or release a wallet.

For vendors

- A vendor that takes wallet payments at the event does so as a TapAPI shop, on a TapAPI till, under section 10 of TapAPI's Terms of Use. The shop's fees are TapAPI's and come out of the shop's own TapAPI wallet, and takings settle into that wallet as each sale completes.
- The vendor is responsible for what it sells, and a refund for goods is asked of the vendor.
- Stall fees, commission or any other arrangement between a vendor and the organiser are separate from TapAPI's shop terms.

Questions and complaints

- The wallet, a payment or a frozen wallet: TapAPI, in the wallet under Help (TapAPI replies within 24 business hours), or help@tapapi.co.za.
- Personal information in the wallet: TapAPI's Information Officer, io@tapapi.co.za.
- Goods bought at the event: the vendor.
- Tickets, entry and the event: the organiser, or ToGGeL at info@toggel.co.za.

Existing corporate provisions (apply insofar as relevant to TapVent services)

TERMS AND CONDITIONS OF USE — TAPVENT EVENT SERVICES

1. AGREEMENT TO TERMS

These Terms and Conditions ("Terms") constitute a legally binding agreement between you, whether personally or on behalf of an entity ("you" or "User"), and ToGGeL (Pty) Ltd, registration number 2022/773786/07 ("ToGGeL", "we", "us" or "our"), concerning your access to and use of the ToGGeL websites, mobile or web applications, software platforms, NFC-enabled cards or wristbands, and related services made available by ToGGeL (collectively, the "Services").

By registering for, accessing or using the Services, or by accepting these Terms electronically where an acceptance mechanism is provided, you acknowledge that you have read and agree to these Terms. If you do not agree, you must not use the Services. Nothing in these Terms excludes or limits any right or remedy that cannot lawfully be excluded or limited under applicable South African law.

Additional product, customer, school, event, wallet, merchant or service-specific terms may apply. Where there is a conflict, the more specific terms will apply to that particular service to the extent of the conflict.

2. ABOUT TOGGE L AND THE SERVICES

ToGGeL provides technology and related services that may support identity, access control, attendance, check-ins, events, payments or closed-loop value, merchant interactions, safeguarding and other authorised functions. The exact functionality available to you depends on the service, customer organisation, configuration, device and third-party services involved.

For some Services, ToGGeL provides technology to a school, business, event organiser, merchant, employer or other organisation. That organisation may have its own rules, policies and contractual relationship with you. ToGGeL does not replace those rules merely because the organisation uses ToGGeL technology.

3. ELIGIBILITY AND AUTHORITY

You must have legal capacity to accept these Terms. If you use the Services on behalf of an organisation, you confirm that you are authorised to bind or act for that organisation. Where a Service is used by or for a child, the relevant parent, guardian, competent person, school or other authorised responsible party must provide any authority or consent required by law and by the applicable service arrangement.

A child must not independently create or use an account where applicable law or the relevant service requires the involvement or consent of a competent person.

4. ACCOUNTS AND SECURITY

Where registration is required, you must provide information that is accurate and reasonably current.

You are responsible for keeping your login credentials, PINs and authentication methods confidential and for taking reasonable steps to prevent unauthorised use of your account or linked device.

You must notify ToGGeL or the relevant customer organisation promptly if you know or reasonably suspect that an account, credential, card, wristband or device has been lost, stolen, compromised or used without authority. We may suspend access while we investigate or protect the Services.

5. CARDS, WRISTBANDS AND OTHER CREDENTIALS

A ToGGeL-enabled card, wristband or other credential may be linked to an individual account or profile and is intended for use only by the person or account to which it is assigned, unless the applicable service expressly permits otherwise. Credentials must not be altered, cloned, tampered with, fraudulently reproduced or knowingly used to impersonate another person.

If a credential is lost or stolen, its functionality may continue until it is reported and suspended. Any replacement fee, transfer of an existing balance, expiry rule or replacement process will be disclosed by ToGGeL or the relevant customer organisation for that particular product or service. We do not retain the obsolete 2022 blanket rules requiring a fixed R50 replacement fee or a 12-year card expiry across all ToGGeL products.

At a TapVent event that uses TapAPI wallet bands, a wristband holds no money: it points to the wearer's TapAPI wallet, and a lost band is frozen in that wallet. See Wallet events.

6. PAYMENTS, WALLETS AND THIRD-PARTY PAYMENT SERVICES

Some Services may support payments, wallet functionality, stored or closed-loop value, payouts, vouchers or transactions through ToGGeL and/or authorised third-party payment or financial-service providers. The provider, fees, limits, settlement rules, refunds, reversals and regulatory requirements may differ by service and will be disclosed where applicable.

Where a third-party provider processes a payment or regulated financial service, its terms may also apply. ToGGeL does not represent that every payment is processed directly by ToGGeL. You remain responsible for checking transaction details before confirming a payment and for reporting suspected unauthorised transactions promptly.

Nothing in these Terms removes any statutory consumer right, refund right, cooling-off right or other protection that applies to a transaction under the Consumer Protection Act, the Electronic Communications and Transactions Act, or other applicable law.

At a TapVent event, any wallet is a TapAPI wallet, provided by TAPAPI (Pty) Ltd under its own Terms of Use. ToGGeL does not hold wallet money. See Wallet events.

7. PRIVACY AND PERSONAL INFORMATION

Personal information is processed in accordance with ToGGeL's Privacy Policy, applicable service-specific notices, POPIA and other applicable law. Depending on the service, ToGGeL may act as a responsible party or as an operator processing information on the instructions of another responsible party.

Services used in schools or other environments involving children may process children's personal information, photographs, attendance, access, safeguarding or other authorised information. Such processing is subject to the authority and safeguards required by law and the relevant service arrangement. The old blanket statement that all information is simply confidential "between ToGGeL and each school" is replaced by these role-based obligations.

Personal information is retained only for as long as reasonably necessary for the purpose for which it was collected or subsequently lawfully processed, or as required or permitted by law, contract, audit, dispute or legitimate record-keeping requirements. See the ToGGeL Privacy Policy and Record Retention and Destruction Policy for further detail.

8. ACCEPTABLE USE

You may use the Services only for lawful, authorised purposes and in accordance with these Terms. You must not:

- access or attempt to access another person's account, profile, credential or information without authority;
- bypass, disable or interfere with authentication, access controls, security features, rate limits or technical restrictions;
- introduce malware, malicious code, automated attacks or material intended to disrupt or damage the Services;
- scrape, harvest or systematically extract data except through an authorised interface or with written permission;

- reverse engineer, decompile or attempt to derive source code except to the limited extent that applicable law expressly permits despite this restriction;
- use the Services for fraud, harassment, unlawful surveillance, identity misuse, infringement of privacy or any other illegal activity;
- copy, sell, sublicense or commercially exploit the Services or ToGGeL intellectual property except as expressly authorised; or
- interfere with the availability, integrity or security of the Services or any connected system.

We may investigate suspected misuse and may suspend or restrict access where reasonably necessary to protect users, customers, systems, data, legal compliance or the integrity of the Services.

9. INTELLECTUAL PROPERTY

The Services, software, databases, interfaces, designs, text, graphics, logos, trademarks and other ToGGeL content are owned by or licensed to ToGGeL and are protected by applicable intellectual-property law.

Subject to these Terms, ToGGeL grants you a limited, revocable, non-exclusive, non-transferable right to access and use the Services for their intended purpose.

No ownership rights are transferred to you. Customer or user content remains subject to the rights of its lawful owner. You grant ToGGeL only the rights reasonably necessary to host, process, transmit or display content for the purpose of providing the relevant Service, unless a separate agreement states otherwise.

10. THIRD-PARTY SERVICES AND INTEGRATIONS

The Services may integrate with or link to third-party services, including payment providers, emergency or assistance services, communications providers, identity services and other technology platforms.

Third-party services are governed by their own terms, availability, privacy practices and regulatory obligations.

ToGGeL is responsible for its own acts and obligations but does not control an independent third party's systems or performance. References to a particular third party do not create a guarantee that the third party will always remain available or integrated with the Services.

11. SERVICE AVAILABILITY, MAINTENANCE AND CHANGES

We aim to provide reliable Services but cannot guarantee uninterrupted or error-free availability.

Services may be affected by maintenance, connectivity, device limitations, power failures, third-party systems, security events or circumstances outside our reasonable control.

We may update, improve, replace or discontinue features where reasonably necessary. Where a material change adversely affects an ongoing paid service, we will provide notice where reasonably practicable and where required by law or contract.

12. LOCATION, ACCESS AND SAFETY INFORMATION

Where a Service provides location, access, attendance, check-in, emergency or safeguarding information, that information is a technology aid and is not a guarantee of a person's physical location, safety, health

status or successful emergency response. Accuracy and availability may depend on connectivity, devices, configuration, user behaviour and third-party systems.

Users and responsible organisations must continue to apply appropriate human supervision, emergency procedures and independent verification where safety or welfare is involved.

13. DISCLAIMERS

To the extent permitted by law, the Services are provided with reasonable care but may be subject to technical limitations. We do not warrant that every Service will be uninterrupted, error-free, compatible with every device or third-party system, or suitable for a purpose that has not been agreed with ToGGeL.

Information provided through the Services is not professional medical, legal, financial or other professional advice unless expressly identified as such and provided by an appropriately authorised professional or service provider.

Any disclaimer or limitation in these Terms applies only to the extent permitted by law and does not exclude liability or obligations that may not lawfully be excluded, including rights protected by applicable consumer law.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, ToGGeL will not be liable for indirect, incidental, special or consequential loss arising from use of the Services where such exclusion is lawful. ToGGeL will not be responsible for loss caused by a user's unlawful use, unauthorised sharing of credentials, failure to report a compromised credential, or an independent third party outside ToGGeL's reasonable control, except to the extent that the loss is attributable to ToGGeL's own breach or liability that cannot lawfully be excluded.

Nothing in these Terms excludes liability for gross negligence or any other liability that applicable law prohibits a supplier from excluding or limiting.

15. SUSPENSION AND TERMINATION

You may stop using the Services at any time, subject to any separate contractual or payment obligations.

We may suspend or terminate access where you materially breach these Terms, misuse the Services, create a security or legal risk, fail to pay amounts lawfully due, or where the relevant customer relationship or Service ends.

Where reasonably practicable, we will give notice of termination or material restriction unless immediate action is justified by security, fraud, legal, operational or emergency considerations.

Termination does not affect rights or obligations that accrued before termination or provisions that by their nature should survive.

16. CHANGES TO THESE TERMS

We may update these Terms to reflect changes in law, regulation, technology, security, products or business operations. The current version and its effective date will be made available through the relevant ToGGeL channel. For material changes to an ongoing service, we will provide reasonable notice where required by law or contract. Continued use after the effective date may constitute acceptance where legally valid, but we do not rely on these Terms to waive any notice or consent requirement imposed by law.

17. ELECTRONIC COMMUNICATIONS

You agree that notices, records, agreements and other communications may be provided electronically where permitted by law. Electronic acceptance, records and data messages may have legal effect in accordance with the Electronic Communications and Transactions Act and other applicable law.

18. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of the Republic of South Africa. Before commencing formal proceedings, the parties should where appropriate attempt in good faith to resolve a dispute through the relevant support or complaint process. Nothing in this clause prevents a consumer or data subject from exercising any statutory right or approaching a regulator, ombud, tribunal or court with jurisdiction.

19. GENERAL

If any provision of these Terms is found to be unlawful or unenforceable, the remaining provisions will continue to apply to the extent legally possible. A failure to enforce a provision immediately does not constitute a waiver. These Terms, together with any applicable service-specific terms and incorporated policies, form the agreement governing your use of the relevant Services unless a separate written agreement expressly provides otherwise.

20. CONTACT DETAILS

ToGGeL (Pty) Ltd | Registration: 2022/773786/07
4 Augrabies Street, Mooikloof Ridge, Pretoria
Email: info@toggel.co.za
Website: www.toggel.co.za

REVISION HISTORY

Date	Responsible	Summary of change
Legacy version	ToGGeL	Terms for ToGGeL app and student card system.
January 2026	ToGGeL	Comprehensively reviewed for current ToGGeL platform and services; removed obsolete school-only, location-tracking, user-generated-content, review and fixed-card provisions; aligned privacy, children's information, payments, security, consumer protections and liability wording with the 2026 policy set.
15 October 2026	ToGGeL	Wallet events aligned with TapAPI's Terms of Use v1.1 and Privacy Policy v1.4 (TAPAPI (Pty) Ltd is the wallet provider). Revision history set out as a table.