

# TERMS & CONDITIONS



## MELA HOLDINGS

### TERMS AND CONDITIONS

**Last Updated:** 06 June 2026

#### 1. INTRODUCTION

Welcome to MELA ("MELA", "we", "our", or "us"), a digital platform owned and operated by **MELA Holdings**.

MELA Holdings is a Pan-African technology and lifestyle ecosystem company that connects people, businesses, merchants, accommodation providers, property owners, event organisers, delivery partners, and communities through a unified digital platform.

MELA services include, but are not limited to:

- Food Ordering and Delivery
- Grocery Ordering and Delivery
- Courier and Delivery Services
- Accommodation and Travel Bookings ("MELA Stays")
- Property Listings and Real Estate Services
- Event Listings and Ticketing
- Merchant Marketplace Services
- Digital Payment Services
- Future products and services introduced by MELA Holdings

By accessing or using MELA's website, mobile application, or related services, you agree to be bound by these Terms and Conditions.

#### 2. ELIGIBILITY

Users must:

- Be at least 18 years of age or have parental consent;
- Provide accurate and complete registration information;
- Comply with all applicable laws and regulations.

MELA reserves the right to suspend or terminate accounts that provide false, misleading, or fraudulent information.

### **3. USER ACCOUNTS**

Users are responsible for:

- Maintaining the confidentiality of account credentials;
- All activities conducted through their account;
- Ensuring information remains current and accurate.

### **4. PLATFORM SERVICES**

MELA operates as a digital marketplace and technology platform.

MELA Holdings does not manufacture products, prepare food, own accommodation facilities, own listed properties, organise third-party events, or directly provide services listed by independent partners unless expressly stated.

Users acknowledge that transactions may occur between users and independent third-party service providers facilitated through the platform.

### **5. PAYMENTS**

Payments may be processed through:

- MTN Mobile Money (MoMo)
- Debit and Credit Cards
- Bank Transfers
- Approved third-party payment providers

Users authorise MELA to process transactions related to services purchased through the platform.

Applicable fees may include:

- Delivery Fees
- Service Fees
- Booking Fees
- Taxes where applicable
- Processing Fees

### **6. INTELLECTUAL PROPERTY**

All trademarks, logos, software, content, branding, graphics, technology, databases, and intellectual property associated with MELA remain the exclusive property of MELA Holdings.

No content may be copied, reproduced, distributed, modified, or exploited without written permission.

### **7. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, MELA Holdings shall not be liable for:

- Indirect losses;
- Consequential damages;
- Loss of profits;
- Service interruptions;

- Third-party conduct;
- Merchant-related disputes;
- Product defects;
- Accommodation disputes;
- Property disputes;
- Event-related disputes.

## **8. GOVERNING LAW**

These Terms shall be governed by the laws applicable within the jurisdictions in which MELA operates, with primary jurisdiction being the Kingdom of Eswatini unless otherwise required by local law.

## **9. CHANGES TO TERMS**

MELA Holdings reserves the right to amend these Terms at any time.

Continued use of the platform constitutes acceptance of any updated Terms and Conditions.

## **MELA HOLDINGS**

## **PRIVACY POLICY**

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## **1. OUR COMMITMENT**

MELA Holdings is committed to protecting your privacy and safeguarding personal information collected through our websites, mobile applications, digital services, and partner ecosystem.

## **2. INFORMATION WE COLLECT**

### **Personal Information**

- Full Name
- Mobile Number
- Email Address
- Physical Address
- Government-issued Identification (where required)
- Payment Information

### **Transaction Information**

- Orders
- Deliveries
- Bookings
- Property Enquiries
- Event Registrations
- Merchant Transactions

### **Technical Information**

- Device Information
- IP Address
- Browser Information
- Location Data (with consent)
- Application Usage Data

### **3. HOW WE USE INFORMATION**

Information is used to:

- Deliver services;
- Process transactions;
- Facilitate bookings;
- Improve user experience;
- Enhance platform security;
- Prevent fraud;
- Meet legal obligations;
- Support customer service.

### **4. INFORMATION SHARING**

Information may be shared with:

- Merchants
- Delivery Partners
- Accommodation Providers
- Property Owners
- Event Organisers
- Payment Service Providers
- Regulatory Authorities where legally required

MELA Holdings does not sell user data.

### **5. DATA SECURITY**

MELA Holdings maintains commercially reasonable technical, organisational, and administrative safeguards to protect personal information.

### **6. COOKIES**

The platform may use cookies and similar technologies to:

- Improve functionality;
- Personalise experiences;
- Analyse usage;
- Support marketing initiatives.

### **7. USER RIGHTS**

Users may request:

- Access to their information;
- Correction of inaccurate information;
- Deletion of information where legally permissible;

- Withdrawal of consent where applicable.

Requests should be submitted to:

privacy@mymelaapp.com

## 8. CONTACT

Privacy Officer

MELA Holdings

Email: privacy@mymelaapp.com

Website: www.mymelaapp.com

## MELA HOLDINGS

## REFUND & CANCELLATION POLICY

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## OUR COMMITMENT

MELA aims to provide a fair and transparent refund process while balancing the interests of customers, merchants, delivery partners, hosts, property owners, and event organisers.

## FOOD ORDERS

Refunds may be approved where:

- Orders are not delivered;
- Incorrect items are delivered;
- Food is unsafe or significantly different from the order placed.

Orders cannot generally be cancelled once preparation has commenced.

## GROCERY ORDERS

Refunds may be issued for:

- Missing items;
- Damaged items;
- Incorrect items;
- Unavailable stock.

Partial refunds may apply.

## DELIVERY SERVICES

Delivery fees become non-refundable once a driver has been assigned and dispatched.

Exceptions may be considered where service failure results directly from platform error.

## **MELA STAYS**

Unless otherwise specified by the accommodation provider:

- Cancellation 48+ hours before check-in: Full refund
- Cancellation 24–48 hours before check-in: Up to 50% refund
- Cancellation less than 24 hours before check-in: No refund

Specific providers may apply different cancellation policies.

## **EVENTS**

Event tickets are generally non-refundable except where:

- The event is cancelled;
- The event is materially changed;
- Refunds are required by applicable law.

## **PROPERTY SERVICES**

Property listing fees, promotional fees, and advertising fees are generally non-refundable once listings are published.

## **DUPLICATE PAYMENTS**

Duplicate or accidental payments may qualify for a refund following verification.

## **REFUND PROCESSING**

Approved refunds may take:

- Mobile Money: 3–10 business days
- Card Payments: 5–14 business days
- Bank Transfers: 5–14 business days

Processing times may vary depending on financial institutions.

## **CONTACT**

[refunds@mymelaapp.com](mailto:refunds@mymelaapp.com)

[support@mymelaapp.com](mailto:support@mymelaapp.com)

MELA Holdings

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