

SNAPSCAN TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 These Terms form an agreement between you and us, so please make sure that you understand all of them.
- 1.2 You agree that you will use the App only in line with these Terms and any additional terms mentioned below that may apply, including any terms and conditions incorporated in these Terms by reference and Applicable Laws.
- 1.3 Important clauses which may limit our responsibility or involve some risk for you, will be in bold. You must pay special attention to these clauses.
- 1.4 The latest version of the Terms applies to you when you register for the App and each time you use it. **It is your sole responsibility to determine whether the App is suitable and adequate for your needs. You assume all risks associated with your use of the App.**
- 1.5 **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT REGISTER FOR OR USE THE APP.**

2. DEFINITIONS

We have defined some words for consistence. These words will begin with a capital letter where indicated. Singular words include the plural and the other way around.

Word	Meaning
Access Codes	Any of your secret numbers used to access our App, including your personal identification number (PIN), biometric PIN equivalent, phone number, email address, password, user name or App digital identity code
App	The SnapScan application for your Device through which you can Transact
Applicable Laws	Whenever updated: <ul style="list-style-type: none"> • all national, provincial, local and municipal legislation or subordinate legislation, ordinances, regulations or by-laws; • policies, directives, rules or other instructions of any relevant regulatory authority; • any instrument having the force of law; • the common law, judgment, order or decree, all as connected with yours and our obligations under these Terms
App Store	Your Device's application store provided by Apple or Google, as is applicable to you, from which you download the App
Bill	A bill provided to you by a Merchant that you can choose to pay from within the App
Card	Any payment card as approved by us that you can link to the App
Device	The device you use to access the App such as a smartphone, tablet or similar technology
Friend	Any person other than you that has registered for the App
Group	Standard Bank Group Limited and its subsidiaries and their subsidiaries
Intellectual Property	All intellectual property, whether registered or not, including: <ul style="list-style-type: none"> • trade names, logos, patents, inventions, goodwill, trademarks, know-how, designs, copyright; • source codes, trade secrets, concepts, ideas, methods, specifications; • Confidential Information; • moral rights; • all applications and rights to apply for protection of any of the above worldwide
Intellectual Property Rights	All rights in and to Intellectual Property
Merchant	A merchant that has been approved by us to accept payment for its goods or services, through the App

Personal Information	Information about an identifiable, natural or juristic person, including but not limited to, information about race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your Device's GPS, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence
Process or Processing	Any operation or activity or any set of operations, whether or not by automatic means, including: <ul style="list-style-type: none"> • collecting, receipt, recording; • organising, collating, storing, merging, linking; • updating, modifying, alteration, consultation; • blocking, degradation, erasure; destruction; • retrieval, testing, use, dissemination or distribution
Prohibited Activities	<ul style="list-style-type: none"> • illegal or terrorist activities; • money laundering; • any activities which are subject to Sanctions or do not comply with Applicable Laws
Profile	The digital identity you create when you register for the App. You will get a digital identity code for your secure login process, for us to identify you
Purchase	the purchase of goods or services from a Merchant
Sanctioned Entity	<ul style="list-style-type: none"> • any natural or juristic person or country; • in the case of a juristic person, any person who (i) owns or controls it; or (ii) it owns or controls (and for these purposes, owns means holding any percentage of ownership or beneficial interest and controls means the ability, directly or indirectly and whether through the voting of shares, the appointment of directors or similar officers or through any other means, to control the business or policy of the juristic person); • in the case of any country, its ministries, departments, agencies or any other governmental organisations, listed on any Sanctions List or who is subject to any Sanctions
Sanctions	Any restrictions set by a Sanctioning Body, including but not limited to diplomatic, travel, trade or financial sanctions or embargoes
Sanctions List	Whenever updated, any list of Sanctioned Entities published by a Sanctioning Body
SnapScan Credit	The stored value held by you in the Wallet to use for the Transactions
Terms	The terms and conditions for the App as set out in this document
Transaction or Transact	Any debit or credit on your Card or Wallet made using the App, including payments for Purchases, Bills, SnapScan Credit transfers or other products, that we action on your instruction. Transactions are, where applicable, subject to your Card terms and conditions and any Wallet terms and conditions that we let you know at the time
Wallet	A digital wallet that contains any SnapScan Credit, which wallet can be accessed from within the App. The Wallet can be: <ul style="list-style-type: none"> • open-loop (it is accepted at all Merchants and is funded by a Card); • closed-loop (it can only be accepted at selected Merchant and can only be funded by an approved third party); • open-loop and closed-loop.
we, us, our	The Standard Bank of South Africa Limited (Registration number 1962/000738/06) and its successors or assigns, including the Group

you or your	The person who registered for the App
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3. **ADDITIONAL TERMS**

These Terms apply together with the respective current version of the terms and conditions of the website www.standardbank.co.za, including the privacy and security statement, and any other relevant terms, conditions and disclaimers that are incorporated by reference into these Terms.

4. **REGISTRATION**

4.1 You must register for the App by following the prompts displayed after you have downloaded the App onto your Device. During the registration process you will be asked to provide us with your Personal Information.

4.2 When you register you must create a Profile for the secure use of the App.

5. **USE OF THE APP**

5.1 You should use the App only on a Device for which it is intended, as allowed by the usage rules set out in your App Store's terms of service.

5.2 You can only instruct us to Transact in line with the banking facilities available to you through your Card or within the limits imposed in respect of the Wallet. If you try to carry out a Transaction that will result in a negative cash balance in the Wallet, it will be declined.

5.3 You can have more than one Card linked to the App.

5.4 You can only use either the Card or the Wallet to fund a Transaction, not both.

5.5 We may set limits to how much SnapScan Credit may be transferred to the Wallet or to the balance that you may have in your Wallet at any time. You will not earn interest on any SnapScan Credit in your Wallet, nor will you be able to withdraw any SnapScan Credit from the Wallet.

6. **FEES AND COSTS**

6.1 There is no fee to access the App or to use the Card within the App. Any transaction, service or convenience fee charged will be clearly displayed to you before you complete any Transaction.

6.2 Any charges related to your use of the Card within the App must be sent to your Card provider.

6.3 **Standard data costs will be charged when you download the App and thereafter when you Transact through the App. These costs are charged by your mobile network operator. Any questions related to your data costs must be sent to your mobile network operator.**

6.4 Where applicable, prices displayed on the App are the prices that you must pay for Purchases. All prices will include value added tax.

6.5 We may in the future charge other fees (or add features or functions) at any time, at our sole discretion.

7. **TRANSACTIONING THROUGH THE APP**

7.1 We will act on instructions that appear to have been sent by you.

7.2 **You must check that your Transaction information is correct, not only about the details of your Transaction but also the details of the Merchant. Once you submit your Transaction it cannot be reversed.**

7.3 **We are not responsible for any loss you suffer if you enter the incorrect details for your Transaction. You agree any dispute in respect of a Transaction must be settled entirely between you and the applicable Merchant (or a Friend, in the case of a SnapScan Credit Transfer).**

7.4 We will process your instruction to debit your Card or Wallet in real time.

7.5 **We are not responsible for any loss or damage you suffer because you repeated a Transaction and we repeated the debit.**

8. **WARRANTIES BY YOU**

You represent and warrant that:

8.1 You are authorised to accept these Terms;

8.2 You have full contractual capacity and no court has declared you mentally unfit;

- 8.3 You are not, and will not be, a Sanctioned Entity;
- 8.4 You are not being investigated for any activities relating to Sanctions;
- 8.5 You have given us the correct information;
- 8.6 You have read and understand these Terms before registering for the App.

9. APP SECURITY

- 9.1 You must always look after your Access Codes and keep them secret and safe to prevent other persons from using them. If you do not, you give up any claim you may have against us for any loss or damage you may suffer.
- 9.2 After your Access Codes have been entered, we will assume that any Transaction is genuine. Even if someone else used your Access Codes, we may process a Transaction as if you authorised it.
- 9.3 If your Device is lost or stolen, or is no longer in your possession, you must immediately contact us at help@snapscan.co.za. to delete your Profile. We will not be liable for any losses resulting from your failure to tell us that your Device is no longer in your possession.
- 9.4 We are committed to providing safe online services. All uses of the App and Transactions through it are protected by encryption at international standards. The Personal Information you send through the App is encrypted. Only our authorised employees or agents have access to information related to the App.

10. SOFTWARE AND HARDWARE

- 10.1 You must use a Device that is suitable for the App and you must make sure you have the latest updates. You should only use the latest version of the App. The App Store will notify you of any updates that are available to you. If you do not, the App may not work properly. If you do not install the latest version, the App may not work correctly and this could increase your security risks or data flaws, for which we will not be liable under any circumstances.
- 10.2 If we offer software to you on or through the App, any licence agreement is between you and the software's licensor. You indemnify us against any breach of such software licence.
- 10.3 We do not expressly or implicitly warrant:
 - 10.3.1 The licensor's ownership of software provided on the App; or
 - 10.3.2 Rights of use of any licensor.

11. RIGHTS OF THE APP STORE

You acknowledge and agree that:

- 11.1 These Terms are entered into between you and us. Since the App is made available through the App Store, the App Store is a third party under these Terms and will also have the right to enforce these Terms against you;
- 11.2 To the maximum extent allowed by law, the App Store does not give or enter into any warranty, condition or other term in relation to the App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the App or as a result of you or anyone else using the app or relying on any of its content;
- 11.3 Any claims relating to the licence to the App, possession or use of the App are between you and us (and not between you, or anyone else, and the App Store), including but not limited to, product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
- 11.4 If any claim by a third party that your possession or use (in line with these Terms) of the App infringes any Intellectual Property Rights, the App Store will not be liable to you in relation to that claim.

12. DISCLAIMERS

- 12.1 **You use the App at your own risk. Our and the Merchant's liability for any loss or damage, delay, non-delivery or non-payment of funds transferred, no matter how it is caused, will be limited to the amount of the funds transferred and our fees. Neither we nor the Merchant accept liability for**

any delays that may be caused by circumstances beyond our and/or the Merchant's control. Neither we nor the Merchant may be held liable for indirect damages no matter how they are caused.

- 12.2 **We are not responsible for any loss or damage:**
- 12.2.1 **where someone finds out or someone else other than you knows your Access Codes;**
- 12.2.2 **if you or a Friend lose, accidentally disclose or do not keep any App information, including the Access Codes, secret and safe;**
- 12.2.3 **if the funds in your Wallet or Card are accessed by a third party through the App;**
- 12.2.4 **if you or a Friend do not give us the correct information for a Transaction;**
- 12.2.5 **where any technical or other problem (interruption, malfunction, downtime or other failure) that affects the App, our banking system, a third-party system or any part of any database for any reason;**
- 12.2.6 **where any Personal Information or other data is directly or indirectly lost, used, misused or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;**
- 12.2.7 **where any failure or problem affects goods or services provided by any other party for example any telecommunication service provider, internet service provider, electricity supplier, local or other authority;**
or
- 12.2.8 **any event that we have no control over.**
- 12.3 **You indemnify the Group for all loss or damage that the Group or any other person may suffer because of your use of the App or because you did not fulfil your obligations under these Terms or because funds are seized or withheld by any Sanctioning Body or any other third party (including by us).**

13. DATA PROTECTION

- 13.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.
- 13.2 If you give us Personal Information about or on behalf of another person, you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 13.3 You consent to us Processing your Personal Information:
- 13.3.1 to open, administer and operate your Profile and App;
- 13.3.2 to provide products and services to you which are linked to your Profile and App and any other products and services for which you may apply;
- 13.3.3 to register you for the App and provide you with Access Codes;
- 13.3.4 to provide information to any third party who works with us to provide a closed-loop Wallet to you where applicable;
- 13.3.5 to analyse information to identify possible markets and trends, and develop new products and services;
- 13.3.6 to comply with any applicable laws;
- 13.3.7 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);
- 13.3.8 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as

- the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;
- 13.3.9 by sharing your Personal Information with any Merchant with whom you Transact, any regulatory authority, other financial institutions, SAFPS (South African Fraud Prevention Services), SABRIC (South African Banking Risk Information Centre) or other entities aimed at preventing or combatting fraud and other Prohibited Activities;
- 13.3.10 by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services;
- 13.3.11 within the Group.
- 13.4 You will find our Processing practices in the Group's and our privacy statements. These statements are available on the Group's websites or on request.
- 13.5 If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live, you should get independent advice.

14. **INTELLECTUAL PROPERTY**

- 14.1 Subject to any Intellectual Property Rights held by Merchants or any other third parties, we keep all Intellectual Property and Intellectual Property Rights in and to the App, all content (including, all proprietary information, trademarks and copyright in any logos and other devices or storage media) in or sent to, through and from the App save where otherwise indicated in writing by us.
- 14.2 We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the App, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. You will be asked to accept any additional terms through the App when they apply to you. The App is licenced to you only and you will not grant any rights of use or any other rights in respect of the App or any Intellectual Property Rights in it to any other person.
- 14.3 The licence granted to you will start when you install the App and will continue until it is terminated in line with these Terms, which will result in the cancellation of your access to the App. On termination of the licence granted in these Terms, for any reason, you must immediately stop all use of the App.
- 14.4 Certain content available on the App may include content that belongs to third parties. We may provide links to third-party websites, such as the Merchants, as a convenience to you. You agree that we are not liable for any of the following:
- 14.4.1 the content or the accuracy of any such content belonging to third parties, including, but not limited to any Merchants, featured on the App;
- 14.4.2 any content featured on the third party websites that are accessed through the links found on the App;
- 14.4.3 You may not copy, republish, distribute, adapt, modify, alter, de-compile, reverse engineer, or attempt to derive the source code of or create a derivative of works or, otherwise attempt to reproduce the App, its contents, including any Intellectual Property therein, its design, any updates to the App and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the App and/or any content featured on the third-party websites which are accessed through links that are found on the App. You may not sub-licence such third-party content, including Intellectual Property Rights associated with it.
- 14.5 You acknowledge that you:

- 14.5.1 will in no way represent that you have any rights of any nature in any current and future Intellectual Property belonging to us and/or any third parties featured on the App;
- 14.5.2 will not use our and/or any third party that is featured on the App's current and future Intellectual Property in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any country;
- 14.5.3 will not apply for or obtain registration of our and/or any third party that is featured on the App's current and future Intellectual Property or any other Intellectual Property which may be confusingly similar thereto in any country;
- 14.5.4 will not challenge our and/or any third party that is featured on the App's rights to its current and future Intellectual Property in any country;
- 14.5.5 will not do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair our and/or any third party that is featured on the App's current and future Intellectual Property or the reputation and goodwill associated therewith or us and/or any third-party featured on the App, or which would be expected to jeopardise or invalidate any registration of our and/or any third party that is featured on the App's current and future Intellectual Property; and
- 14.5.6 will not use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (e-mail) addresses, server names, or search-engine markers anything that is identical to, contained in whole or in part, or is otherwise confusingly similar to our and/or any third party that is featured on the App's current and future Intellectual Property in any country.
- 14.6 You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the App without our prior written consent.
- 14.7 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as are result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the App, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.
- 14.8 Any breach of the terms under this clause 16 entitles us, in addition to our normal common law remedies, to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

15. **SANCTIONS**

- 15.1 You must not:
 - 15.1.1 use the App to finance any Sanctioned Entity;
 - 15.1.2 make the proceeds of the App available to any person who may use or intends to use the proceeds to finance a Sanctioned Entity's activities;
 - 15.1.3 act in a way that benefits a Sanctioned Entity;
 - 15.1.4 be involved in any Prohibited Activities; or
 - 15.1.5 use any product or service provided by the Group for any Prohibited Activities.
 - 15.1.6 You must let us know immediately in writing if you are being investigated for any activities relating to Sanctions.
- 15.2 You indemnify the Group against (you are responsible for) any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (**Losses**) which the Group may suffer because:

- 15.2.1 any funds are seized or withheld by any Sanctioning Body or any other third party (including by us); or
- 15.2.2 you breach this clause 15.
- 15.2.3 If we know or suspect that you are in breach of this clause 15 or you are about to become subject to Sanctions, we can immediately, in our sole discretion:
- 15.2.4 close, restrict activity or suspend access to the App and any other product or service we provide you; and/or
- 15.2.5 cancel these Terms and/or any other relationship which we have with you.
- 15.3 We are not responsible to you for any Losses you suffer if we cancel these Terms or any other relationship which we have with you.

16. CLOSURE

- 16.1 The agreement between you and us may be terminated:
 - 16.1.1 by you, at any time. You must use all reasonable efforts to make sure that you spend any SnapScan Credit remaining in your Wallet before such termination; or
 - 16.1.2 by us:
 - 16.1.2.1 to comply with any Applicable Law or legal or regulatory requirement;
 - 16.1.2.2 if you go against these Terms and do not remedy it within 5 days after we have asked you to do so. We may still take other steps available to us, including stopping your use of the App for a period or applying to a court for an urgent interdict against you;
 - 16.1.2.3 if you do not carry out any Transactions for a period of three years;
 - 16.1.2.4 if you no longer meet the criteria for the App for any reason; or
 - 16.1.2.5 if we no longer provide the App to customers.
- 16.2 If we no longer provide the App to customers and the law allows us, you have the right to receive payment of all the SnapScan Credit in your Wallet from us. We will let you know at the time what you have to do to get such payment.

17. GENERAL

- 17.1 We may change these Terms any time. We will give you at least thirty calendar days' notice of such changes by direct communication with you (such as email, SMS or through the App) and by any other means.
- 17.2 The invalidity, illegality, or unenforceability of any of the clauses in these Terms will not affect the validity, legality, and enforceability of the remaining clauses of these Terms.
- 17.3 We may terminate the App any time, without notice. In termination of your registration to the App, all rights granted to you in respect of the App will cease immediately.
- 17.4 If your Card is stopped or cancelled for any reason, we may suspend your access to the App, until you have a new Card registered on the App.
- 17.5 South African law will govern these Terms.

18. NO STATEMENTS

- 18.1 We will not send you any correspondence or statements for the Transactions.
- 18.2 You will however be able to view your balance or see your recent Transaction history at any time through the App.

19. NOTICES

- 19.1 We choose the registered address on our website at www.standardbank.co.za as the address where any legal document or notice must be served or delivered to us.
- 19.2 We will send any legal documents or notices to you at the address we have for you on our records.
- 19.3 We may send any other written communication to your street, postal or e-mail address, or through the App message system. We will regard a communication sent by e-mail as having been received by you one day after it was sent.

19.4 Any legal document of notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 35 of 2002 do not apply to these legal documents or notices.

20. **CUSTOMER CONTACT INFORMATION**

20.1 If you have any questions about the App you can email us at help@snapscan.co.za.

20.2 If you have any questions about a product or service, you must call the Merchant directly.

20.3 We are a member of the Banking Association of South Africa. If we do not solve your problem, or if you are not happy with the way your problem was solved then you may contact the Ombudsman for Banking Services at:

20.3.1 Telephone: 0860 800 900;

20.3.2 E-mail: info@obssa.co.za; or

20.3.3 Website: www.obssa.co.za.