

## Terms and Conditions for the SnapScan Merchant Service

### 1 Introduction

- 1.1 These Terms form a binding agreement between you and us, so please make sure that you understand all of them. These Terms together with the information you give to us when you apply for the SnapScan Merchant Service make up the entire agreement between you and us (Agreement).
- 1.2 You agree that you will use the SnapScan Merchant Service only in line with the Agreement, any applicable laws and/or the Rules.
- 1.3 These Terms become effective when you register for the SnapScan Merchant Service and accept these Terms.
- 1.4 You must read and understand everything in these Terms.
- 1.5 ***Important clauses, which may limit our responsibility or involve some risk for you, will be in bold and italics. You must pay special attention to these clauses.***
- 1.6 ***It is your responsibility to decide whether the SnapScan Merchant Service is suitable and adequate for your needs.***
- 1.7 ***We may suspend or limit your access to the SnapScan Merchant Service and/or limit access to your funds if you breach the Agreement or any part of it. This includes if you change the type of business that you do without letting us know in writing.***
- 1.8 ***Other than provided for in terms of applicable law or the Rules, you assume all risks associated with your use of the SnapScan Merchant Service.***

### 2 Definitions

- 2.2 We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way around.
- 2.2.1 3D Secure – three domain secure and includes Verified by Visa, MasterCard SecureCode;
- 2.2.2 applicable laws - all national, provincial, local and municipal legislation, regulations, laws, by-laws, consents and/or other laws of any relevant Regulatory Authority and any other instrument having the force of law as may be issued and in force from time to time relating or connected to the activities contemplated under the Agreement;
- 2.2.3 App User - a person who has registered for a Payment App and includes a Cardholder;
- 2.2.4 Authorisation - the confirmation by the Issuer as to whether a particular Card has enough funds available to cover the amount of a Transaction and Authorised will have a corresponding meaning;
- 2.2.5 Bank Account - the bank account held by you for purposes of the Agreement;
- 2.2.6 Card – unless otherwise advised by us, a credit card or “dual message” debit card issued to a Cardholder by an Issuer;
- 2.2.7 Card Transaction – a Transaction in terms whereof an App User uses a Card through the Payment App to pay you for your goods or services;

- 2.2.8 Cardholder - the person to whom a Card is issued by an Issuer and whose name, where applicable, is printed or embossed on a valid Card;
- 2.2.9 Chargeback - a Card Transaction or part of a Card Transaction which we may debit to your Bank Account and when used as a verb, together with its derivatives, will have a corresponding meaning;
- 2.2.10 Data - any data, physical, electronic or otherwise, including without limitation Personal Information, supplied by App Users to you or Processed on our behalf by you. For these purposes Data includes any Transaction data;
- 2.2.11 Data Compromise - the unauthorised access, transmission or use of the Data by a third party and/or the loss, theft, degradation, dissemination, distribution, erasure, copy and/or corruption of the Data in any manner;
- 2.2.12 Device – the device used by the App User to access the SnapScan Merchant Service, for example, a smartphone, tablet or similar technology;
- 2.2.13 Fees - the fees we charge you when you process a Transaction, including the Merchant Commission;
- 2.2.14 force majeure event - any event beyond a Party's reasonable control, including an act of God, civil commotion, riot, insurrection, act of government, fire, explosion, epidemic, government embargo or similar event;
- 2.2.15 Fraudulent Transaction or Fraudulent - any Transaction which, in terms of the common law or laws of the Republic of South Africa, is regarded as fraudulent (whether Authorisation was obtained or not) without it being necessary for us to prove such fraud and will include:
- 2.2.15.1 any Card Transaction arising from the use of a Card by a person other than the authorised Cardholder;
- 2.2.15.2 any Card Transaction not authorised by the authorised Cardholder;
- 2.2.15.3 the use of an invalid Card; and/or
- 2.2.15.4 the use of a Card which has not been issued by a bona fide (legitimate) Issuer;
- 2.2.16 Group - our affiliates, associates, subsidiaries and divisions together with our holding company and its affiliates, associates, subsidiaries and divisions;
- 2.2.17 Initial Period – a period of twelve months, starting from the date when we have approved you for the SnapScan Merchant Service;
- 2.2.18 Instant Money – an electronic voucher sent to an App User by us, which the App User can use to pay you for your goods or services through the Payment App;
- 2.2.19 Instant Money Transaction – a Transaction in terms whereof an App User uses Instant Money through the Payment App to pay you for your goods or services;
- 2.2.20 Intellectual Property - all intellectual property, including without limitation patents, trademarks, know-how, designs, design rights, copyright (including all copyright in any designs and computer software), source codes, trade secrets, confidential information, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications, testing methods and all other intellectual property and rights of a similar character whether registered or capable of registration and all applications and rights to apply for protection of any of the same;
- 2.2.21 IP - for purposes of the Agreement:
- 2.2.21.1 our Standard Bank Mark, the SnapScan IP, the SnapCode and any other intellectual property, including without limitation those intellectual property rights in any Card or Instant Money system;

- 2.2.21.2 any intellectual property belonging to the Group;
- 2.2.21.3 any intellectual property belonging to the Payment Schemes;
- 2.2.21.4 any intellectual property belonging to our third party service providers (including the Supplier);
- 2.2.22 Issuer - a financial institution or company that has been authorised to issue Cards in accordance with a licence granted by the respective Payment Schemes;
- 2.2.23 MasterCard Secure Code - a payment authentication system used to authenticate, accept and process an applicable Card Transaction and which complies with MasterCard's protocols;
- 2.2.24 Merchant Commission – as advised by us in writing from time to time;
- 2.2.25 Parties - you and us and each of us will be referred to as the Party;
- 2.2.26 Payment App – a Standard Bank approved application on a Device which allows an App User to purchase goods or services from you through inter alia the scanning of the SnapCode. Such Payment App may allow for various methods of payment, including Cards and/or Instant Money;
- 2.2.27 Payment Scheme - Visa, MasterCard or any other applicable card scheme;
- 2.2.28 PCI DSS – Payment Card Industry Data Security Standard;
- 2.2.29 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;
- 2.2.30 Personnel - all directors, members, employees, agents, representatives and subcontractors of a Party who are responsible for performing that Party's obligations under this Agreement;
- 2.2.31 Portal – the portal situated at <https://merchant.getsnapscan.com>, through which you obtain access to the SnapScan Merchant Service;
- 2.2.32 Prime Rate means the publicly quoted variable base rate of interest per annum ruling from time to time (as certified by any manager of ours, whose appointment it will not be necessary to prove) at which we lend on overdraft;
- 2.2.33 Process - any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking as well as blocking, degradation, erasure or destruction of information;
- 2.2.34 Receipt - a receipt that is used to prove a completed Transaction and is sent electronically as an SMS or email to the App User (and you, where applicable) or through a secure application programming interface;
- 2.2.35 Regulatory Authority - any national, municipal, provincial, other local or administrative government, authority or department, or any agency, tribunal, commission, regulator or other similar body having jurisdiction over either of the Parties, the subject matter of the Agreement or any part thereof, including without limitation the South African Reserve Bank and the Payments Association of South Africa;

- 2.2.36 Rules – the updated rules, regulations, policies, position papers, bulletins, alerts and directives published from time to time by the Payment Schemes and/or Regulatory Authorities, made available to you on request;
- 2.2.37 SnapCode - the two dimensional barcode allocated to you after your successful registration with us for the SnapScan Merchant Service, or any other mechanism or device used to identify the SnapCode, including beacons, transponders or links;
- 2.2.38 SMS - short message service, which is a communication protocol that allows the interchange of short text messages between mobile telephone devices;
- 2.2.39 SnapScan IP means all Intellectual Property that incorporates the name “SnapScan”;
- 2.2.40 SnapScan Merchant Service - the SnapScan IP branded service provided by us, which allows you, through the System, to receive payment from App Users for goods or services provided by you;
- 2.2.41 Standard Bank, we us, our - The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) a company incorporated in accordance with the laws of the Republic of South Africa and its successors or assigns;
- 2.2.42 Standard Bank Mark - the mark Standard Bank and Flag device as owned and registered by us;
- 2.2.43 Supplier - FireID Payments Proprietary Limited (Registration Number 2011/133174/07), a company incorporated in accordance with the laws of the Republic of South Africa;
- 2.2.44 System - the system that provides the functionality for the SnapScan Merchant Service;
- 2.2.45 Terms - the terms and conditions for the SnapScan Merchant Service as set out in this document;
- 2.2.46 Transaction - a transaction in terms of which you accept Cards or Instant Money from App Users for your goods or services. Unless we let you know otherwise, any reference to Transaction includes a Card Transaction and an Instant Money Transaction. Where we enable you for this and provided that you have implemented 3D Secure, a Transaction can include the following:
- 2.2.46.1 a Transaction entered into by an App User with you through your website;
- 2.2.46.2 a Transaction entered into by an App User with you face to face, including through the use of your point of sale technology;
- 2.2.46.3 a Transaction entered into by an App User with you through any application on a Device;
- 2.2.46.4 a Transaction entered into by an App User with you pursuant to you issuing an electronic invoice;
- 2.2.47 valid means for:
- 2.2.47.1 a Receipt: a Receipt that has been completed in line with the Agreement, does not breach any provision of the Agreement and contains any other information that we, at any time, notify you should be recorded on it; and
- 2.2.47.2 a Transaction: a Transaction which has been completed in line with the Agreement, does not breach any provision of the Agreement and is not deemed to be an invalid Transaction in terms of the Agreement;
- 2.2.48 Verified by Visa - a payment authentication system used to authenticate, accept and process an applicable Card Transaction and which complies with Visa’s protocols;
- 2.2.49 you / your - an individual or business entity who is registered to use the SnapScan Merchant Service.

### **3 Registration**

#### **3.1 The SnapScan Merchant Service may only be used to accept payment for goods or services within the Republic of South Africa.**

3.2 You may only use the SnapScan Merchant Service for the business operations you outlined when registering your account. You also confirm that you will inform us in writing of any changes in and to the nature of your business (including trading name) and not do anything which may adversely affect the business operations that you have outlined during your registration process.

3.3 By registering for the SnapScan Merchant Service you authorise us to verify any of the information you provide to us. In the process of verifying the information you have provided, we may also ask you for additional information from time to time. This may include substantiating documentation such as identification documents, proof of residence, business registration documentation or tax documents. We may also ask you for permission to visit your business premises. If you refuse or are unable to provide us with the required information we may not register you for or suspend or terminate your use of the SnapScan Merchant Service.

3.4 As soon as your registration is successful, you can start using the SnapScan Merchant Service.

### **4 Our right to change these Terms**

4.1 We may change these Terms at any time by sending you a written notice of such changes or by posting a revised version on our website. The revised version will be effective at the time we post it.

4.2 Your continued use of the SnapScan Merchant Service will be seen as your acceptance of any change to these Terms.

### **5 Your obligations**

5.1 You must:

5.1.1 where applicable make sure that you are enabled for 3D Secure as approved by us in writing and that you implement 3D Secure for all applicable Card Transactions;

5.1.2 let us know immediately of any actual or potential Data Compromise;

5.1.3 be aware of and comply with the provisions of all applicable laws and the Rules in:

5.1.3.1 carrying on your business;

5.1.3.2 entering into Transactions; and

5.1.3.3 performing your obligations under the Agreement;

5.1.4 on an ongoing basis give documents or information to us as required in terms of any applicable laws and/or the Rules;

5.1.5 make sure that all your Personnel that process Transactions are trained to do so;

5.1.6 procure that a Receipt is given or sent to the App User in respect of every Transaction;

5.1.7 for each Transaction dispatch the goods or services as soon as reasonably practicable after you receive an approved Receipt;

5.1.8 promote the Payment App to your customers;

- 5.1.9 display promotional material we may supply to you in such a way that the public can clearly see that you are willing to accept payments from App Users for your goods or services. You consent to us advertising or publishing your acceptance of Payment App payments (including Card and Instant Money) to users or potential users of such Payment Apps;
- 5.1.10 give us or the App User a copy of any Transaction document when we or the App User ask you to do so or at least within seven days;
- 5.1.11 respond promptly to inquiries/complaints from App Users and resolve any disputes amicably;
- 5.1.12 keep all Transaction documents for at least 180 days after the date of such Transaction;
- 5.1.13 not in any way state, imply or create the impression that we or any of the Payment Schemes endorse or guarantee any of your goods or services;
- 5.1.14 make sure that the notification option chosen by you to receive Receipts is valid and correct at all times;
- 5.1.15 comply with all Rules as amended from time to time;
- 5.1.16 be vigilant in keeping your Portal access details secure at all times.

## **6 Transacting through the SnapScan Merchant Service**

- 6.1 ***You must check that the details of your sale to the App User are correct, not only about the contents and price of the sale but also your details. Once a Transaction is submitted it cannot be reversed.***
- 6.2 ***We are not responsible for any loss you suffer if the Transaction details are incorrect.***
- 6.3 ***You must only dispatch your goods or services to the App User once you have received an authorised Receipt on your Device. We are not responsible for any loss you suffer if you only rely on the Receipt received by the App User on their Device.***
- 6.4 You must ensure that your details are accurately updated at all times through the Portal or by notifying us of any changes by e-mail at [help@snapscan.co.za](mailto:help@snapscan.co.za) or phoning our helpdesk at 021-250 0960.

## **7 Unauthorised or Illegal Use**

We reserve the right to refuse to Process or settle any Transaction submitted to us if we believe that the Transaction violates these Terms or exposes any person to harm. This includes Transactions suspected of being linked to fraud or criminal activity. If any criminal, irregular, fraudulent or unauthorised activity is detected or suspected, you hereby give express permission for us to share the relevant details with law enforcement agencies or any Regulatory Authority (including the Financial Intelligence Centre).

## **8 Fees**

- 8.1 We will charge you a Merchant Commission for each valid Transaction processed in terms of these Terms.
- 8.2 Any other Fees will be as advised in the Fee schedule that will be provided to you by us once you have registered for the SnapScan Merchant Service. We reserve the right to periodically review and change these Fees upon thirty days' notice.
- 8.3 Standard data costs will be charged when you register for the SnapScan Merchant Service and every time you use the SnapScan Merchant Service. These costs are charged by your internet service provider or mobile network operator. Any questions related to your data costs must be sent to your internet service provider or mobile network operator.

- 8.4 All Fees will exclude value added tax.
- 8.5 We may, in respect of any overdue amounts under this Agreement, charge you interest at the Prime Rate. Such interest will be due and payable immediately and calculated as from the date:
- 8.5.1 of the Transaction;
- 8.5.2 on which the Merchant received payment; or
- 8.5.3 the date of the Chargeback, whichever is the earlier. Interest is calculated on a daily basis on the outstanding balance and charged monthly in arrears.

## **9 Presentation of valid Receipts for payment**

- 9.1 Subject to these Terms and depending on who you bank with, we will credit your Bank Account with the amount of valid and correctly completed and processed Transaction amounts less the Fees. The payment of this credit will not deprive us of our right to effect Chargebacks or to cancel payment of invalid Transactions.
- 9.2 We will have the right to delay payment or withhold payment of any credit due to you where the credit is greater than our internal and confidential risk detection parameters.
- 9.3 If applicable and where necessary, we reserve the right, at any time, to temporarily suspend or delay payments to you to secure the performance of your payment obligations in terms of the Agreement or if you display a high rate of refunds, Chargebacks or any other performance problems.
- 9.4 For each Transaction amount that we process for you, you warrant that:
- 9.4.1 the information on the corresponding Receipt is correct;
- 9.4.2 you have supplied the goods or services to the value stated on the corresponding Receipt to the App User;
- 9.4.3 the Transaction was authorised by the App User;
- 9.4.4 no fictitious Transaction was processed by you to increase your cash flow;
- 9.4.5 the Transaction is not invalid; and
- 9.4.6 you have complied with all the Terms.

## **10 Authority to debit your Bank Account**

### **10.1 You are liable for and irrevocably authorise us to debit your Bank Account with:**

- 10.1.1 any Fees;
- 10.1.2 any Chargebacks;
- 10.1.3 any refunds which you did not process;
- 10.1.4 any overpayments made to you due to errors or omissions, whether the errors were made by us or you;
- 10.1.5 the value of all Transactions processed by you which we believe, in our sole discretion are invalid;
- 10.1.6 any interest payable by you to us on any sum due to us; and
- 10.1.7 any fines imposed by any Payment Scheme or any Regulatory Authority on us where you do not comply with the Rules or applicable laws and/or because of any act or omission by you, as advised by us to you.

10.2 Where you do not have enough funds in your Bank Account to allow us to debit the Fees and other amounts set out in this clause, you authorise us to deduct such amounts from any other bank account that you have with us or from any investment held with any third party.

10.3 You authorise us to set off any debits due by you in terms of the Agreement against any credits due to you.

10.4 This clause will survive the termination of the Agreement.

## 11 Change to Bank Account

You must notify us in writing of any change to your Bank Account. Unless we let you know otherwise, this change will become effective within ten working days of us receiving such change.

## 12 Refunds and Returns

You undertake to provide a fair and reasonable refund policy for all goods or services offered for sale through the SnapScan Merchant Service. You also agree to process all refunds for Transactions through the provided self-service interface or by logging a refund request with us. You agree not to give a cash refund or any other item of value for a Transaction refund. A Fee will be charged on any refunds processed. We will not refund you the Merchant Commission in respect of any refund processed.

## 13 Chargebacks

13.1 We may decide to Chargeback to you any amount for any Card Transaction or part of it if:

13.1.1 The Card Transaction is invalid, unauthorised or Fraudulent;

13.1.2 the Cardholder disputes their liability for any reason;

13.1.3 we dispute liability for any valid reason; and

13.1.4 a Chargeback is effected in terms of the Rules.

13.2 If we have accepted any Card Transaction in terms of the Agreement it is not binding on us and we may Chargeback the Card Transaction amount or part of it to you at any time (or delete such Transaction, if we become aware of it before settlement). Notice of the Chargeback will have an explanation and, if needed or available, supporting documents.

13.3 We will give you the opportunity to advise us why such Chargeback should not be effected.

13.4 When a Chargeback is initiated and we have not already settled such Transaction, we may withhold the Transaction funds immediately. You also become liable to us for the full amount of the Chargeback amount as well as any penalties and charges. This amount will be deducted from your Bank Account immediately. In the event that you do not have a sufficient balance to fund the Chargeback we may debit this amount from your Bank Account or any other financial instrument linked to your account. If we reasonably believe that a Chargeback is likely, we may reserve the amount of the potential Chargeback in advance until the Chargeback process has been completed.

13.5 You agree to assist, at your expense and to investigate any Transactions linked to your Bank Account. You also permit us to share the relevant information with the customers, Issuers, Payment Schemes or Regulatory Authorities as required to investigate and mediate a Chargeback.

13.6 If you are incurring a high rate or excessive amount of Chargebacks we may elect, at our discretion, to introduce new Fees, delay deposits or suspend or terminate your use of the SnapScan Merchant Service.

13.7 We will not refund you the Merchant Commission in respect of any Chargeback.



13.8 Where Instant Money is used as a payment type, the terms and conditions applicable to Chargebacks will not apply.

#### **14 Processing Errors**

14.1 We undertake to rectify any processing errors within seven working days of being made aware of such errors. If the error resulted in you receiving less than the entitled amount your Bank Account will be credited with the difference, if you received more than the entitled amount your Bank Account will be debited with the difference.

14.2 You have an obligation to notify us of any processing errors discovered by you within sixty days of the Transaction date. We will not be responsible for any errors or omissions that are brought to our attention more than sixty days after the date of such error discovered by you.

14.3 This clause will not affect our right to claim any overpayments made to you in error or any other amounts that may be due to us in terms of the Agreement.

#### **15 Transaction disputes**

You acknowledge and agree that any disputes that you may have with an App User about any Transaction will be settled entirely between you and such App User.

#### **16 Invalid Transactions**

16.1 A Transaction will be seen as invalid if:

16.1.1 the transaction it records is illegal or Fraudulent;

16.1.2 we have asked you not to accept the payment in question;

16.1.3 you add a surcharge to a Transaction or you charge a price for a Transaction that is higher than your normal prices;

16.1.4 a Card Transaction was not Authorised;

16.1.5 you did not keep to the terms of the Agreement (including the warranty made by you in respect of the Receipts);

16.1.6 you do not give us the applicable Transaction documents when we request it;

16.1.7 you did not provide the App User with the goods or services covered by the Transaction or the goods or services are faulty or incomplete; and/or

16.1.8 it is or may be subject to a Chargeback for 180 days after the date of such Transaction.

**16.2 *We may withhold payment for invalid Transactions for 180 days after the date of such Transaction and/or set the payment off against any Chargeback requests at any time.***

16.3 Despite any provision to the contrary, we may, in our sole discretion, treat any of the above Transactions as valid.

16.4 If a Transaction is invalid as set out in these Terms, we will have the right to debit your Bank Account with the invalid Transaction (or delete such invalid Transaction, if we detect it before settlement).

#### **17 Disclaimer**

**17.1 *The SnapScan Merchant Service is provided "as is" and with all faults. We disclaim all warranties, express***

*and implied, including, but not limited to:*

- 17.1.1** *any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose;*
- 17.1.2** *that the SnapScan Merchant Service (including the Portal) will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will function to meet your requirements.*
- 17.2** *We will make every effort to ensure that the SnapScan Merchant Service is continually available to you. The availability of the SnapScan Merchant Service is however dependant on factors beyond our control, including but not limited to, any downtime of any applicable payment system operator or Issuer, the SnapCode being in good working condition, the availability and performance of the relevant mobile telephone network, the performance and compatibility of your Device with the SnapScan Merchant Service. If the SnapScan Merchant Service is not available due to a factor beyond our control, we will not be held liable for the unavailability of the SnapScan Merchant Service.*
- 18** **Indemnity**
- 18.1** *In addition to what is said elsewhere in these Terms, you agree to indemnify and hold harmless us, the Group and the Supplier, ours and their officers, employees, representatives from and against any and losses, claims, liabilities, damages, losses, fines, penalties and expenses (including, but not limited to, legal and other professional fees) arising from or in any way related to:*
- 18.1.1** *your use of the SnapScan Merchant Service;*
- 18.1.2** *your (or anyone using the SnapScan Merchant Service) breach of these Terms, any applicable law or the Rules;*
- 18.1.3** *your negligence or wilful misconduct; or*
- 18.1.4** *your violation of any third party's rights, including without limitation, any Intellectual Property rights.*
- 19** **Limitation of Liability**
- 19.1** *We will not be liable to you for any indirect or consequential losses, claims, liabilities, damages, losses, fines, penalties and expenses (including, but not limited to, legal and other professional fees, loss of profit, revenue, anticipated savings, business transactions, goodwill or other contracts, whether arising from negligence or breach of contract) arising from any obligation in terms of the Agreement.*
- 19.2** *Without limiting the generality of the above, we will not be responsible to you for any indirect or consequential losses, claims, liabilities, damages, losses, fines, penalties and expenses arising from our delay or failure to perform our obligations because of:*
- 19.2.1** *a force majeure event;*
- 19.2.2** *any failure or malfunction in the System, SnapCode, the SnapScan Merchant Service or any Device; and/or*
- 19.2.3** *any delay in an electronic communication, including a communication via cellular telephones, or failure or malfunction in any supporting or shared networks, where applicable.*
- 19.3** *You specifically acknowledge that we do not have any control over whether all your Transactions will be completed or whether the Issuer will Authorise the Card Transactions that are initiated.*
- 19.4** *The use of any electronic means of communication is entirely at your risk.*

**19.5** *This clause does not exclude or limit any liability which, by law, is not capable of exclusion or limitation. Our maximum liability in respect of the Terms is nevertheless limited, at our sole discretion, to the resupply of the SnapScan Merchant Service, the payment of the cost of having such Service supplied again or the Merchant Commission collected from you in any twelve-month period.*

## **20 Confidentiality**

20.1 You may receive information about or from the App Users (including the Data):

20.1.1 which you will treat as confidential;

20.1.2 in terms of which you will comply with all PCI DSS requirements and/or any other Rules or applicable laws, as amended from time to time; and

20.1.3 in terms of which you will disclose only to parties involved in the Transaction and then only as is necessary to give effect to the Transaction.

20.2 You must not disclose to any person or use any information that we tell you about us or our business unless we give you permission in writing. This does not prevent you from giving out any information which is public knowledge or if you are legally compelled to do so.

20.3 You will keep all systems and media containing Data in a secure manner to prevent access by or disclosure to anyone other than us or your authorised Personnel. For clarity we record that you will not store any Card sensitive data in the processing of the Transactions.

20.4 You must destroy in a manner that will make the Data unreadable, all media that is no longer necessary or appropriate to store.

20.5 You will at all times be liable for any Losses resulting from any misuse of Data by you, any failure to keep Data secure and/or a Data Compromise.

20.6 If you intend to publish any material about the Agreement (including any intellectual property), in any form, or make any other public statement of any nature which could reasonably be expected to be published in any media about the relationship or the subject matter of the Agreement, you must first send it to us in draft form for approval.

20.7 If the Agreement terminates for any reason you must promptly return to us and permanently delete from all computer and/or electronic media, all information and materials that we have given to you pursuant to the Agreement (including all copies).

20.8 This clause will survive the termination of the Agreement.

## **21 Processing of Personal Information**

21.1 We may, and you expressly consent to the collecting and Processing of your Personal Information by us and the Supplier to:

21.1.1 provide any combination of services or analysis linked to the SnapScan Merchant Service;

21.1.2 monitor and analyse your use of the SnapScan Merchant Service for fraud, compliance and other risk-related purposes;

21.1.3 carry out statistical and other analyses to identify potential markets and trends; and

21.1.4 develop new products and services.

- 21.2 You hereby expressly consent that we may:
- 21.2.1 Process and further Process your Personal Information within the Group for the above purposes;
  - 21.2.2 need to disclose your Personal Information to our legal advisors, financial advisors, auditors or a competent court in connection with any legal proceedings.
  - 21.2.3 disclose your Personal Information to any person who provides services to us or acts as our agent or to whom we have transferred or propose to transfer any of our rights and duties in respect of the Agreement. Some of these persons may be located in countries outside of the Republic of South Africa. We ask persons who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services;
  - 21.2.4 disclose your Personal Information to any Payment Scheme, Regulatory Authority or other financial institutions in the Kingdom of Lesotho, Kingdom of Swaziland, the Republic of South Africa and the Republic of Namibia;
  - 21.2.5 disclose your Personal Information to MATCH (Member Alert to Control High- Risk Merchants System), MPRS (Merchant Performance Reporting Service), HMT (Her Majesty's Treasury), OFAC (Office of Foreign Asset Control), UNSC (United Nations Security Council), MINEFI (the Ministry of Economy, Finance and Industry (France)) and/or any other sanctions issuing body, all as amended from time to time; and
  - 21.2.6 where applicable disclose your Personal Information to any entity that referred you to us, for the specific and express purpose of calculating the referral commission due to such entity.
- 21.3 You acknowledge that:
- 21.3.1 we will at all times remain responsible for determining the purpose of and means for Processing your Personal Information;
  - 21.3.2 we are required by various applicable laws to collect or Process some of your Personal Information;
  - 21.3.3 without your Personal Information we may be unable to open or continue to offer the SnapScan Merchant Service to you; and
  - 21.3.4 you are providing us with your Personal Information voluntarily.

## **22 Nature of relationship**

The Agreement does not create a partnership, joint venture or agency between you and us and we will not be liable for your debts, irrespective of how they were incurred.

## **23 Termination and suspension**

- 23.1 You may terminate the Agreement at the end of the Initial Period on one month's written notice to us.
- 23.2 We may immediately terminate or suspend the Agreement or any part of the Agreement (including the acceptance of any particular Payment App or Transaction) at any time.
- 23.3 This may include, without limitation, if:
  - 23.3.1 you take steps to place yourself, or you are placed in liquidation, whether voluntary or compulsory or under judicial management, in either case whether provisionally or finally;
  - 23.3.2 you take steps to deregister yourself or you are deregistered;

- 23.3.3 a force majeure event occurs;
- 23.3.4 you cease or threaten to cease business for any reason;
- 23.3.5 you commit an act which would be an act of insolvency as defined by the Insolvency Act 24 of 1936 from time to time if it was committed by a natural person;
- 23.3.6 you do not satisfy a judgement for more than fifty thousand Rand entered against you within twenty one days after you become aware of the judgement;
- 23.3.7 you breach any of the terms of the Agreement and (if such a breach is remediable), you do not remedy that breach within five Business days of us notifying you of the breach;
- 23.3.8 if we suspect, in our sole discretion, that you have committed fraud or you are a party to a Fraudulent Transaction;
- 23.3.9 we are asked to do so by any Payment Scheme or Regulatory Authority or pursuant to the Rules or any applicable laws;
- 23.3.10 we suspect fraud or illegal, unauthorised or improper conduct or that you are responsible for a Data Compromise;
- 23.3.11 we suspect that we, any Payment Scheme or Regulatory Authority are exposed to any risk through your use of the SnapScan Merchant Service;
- 23.3.12 we are required by any applicable laws or the Rules or are ordered by a competent court to do so;
- 23.3.13 we give you one month's notice at any time to that effect.
- 23.4 Subject to any applicable laws or the Rules, we may also, in our sole and absolute discretion and without prejudice to our rights under this Agreement or in law, hold your funds for a period of time reasonably needed to protect against the risk of liability to us or a third party, if we believe that you may be engaging in potentially fraudulent or suspicious activity or for future payments of Chargebacks.
- 23.5 Where we terminate the Agreement, all rights granted to you for the SnapScan Merchant Service will end immediately.
- 23.6 Termination of the Agreement will not relieve either you or us of any obligations imposed by any applicable law or the Rules or by the Agreement before its termination.

## **24 Links to third parties**

- 24.1 Certain content available on or through the SnapScan Merchant Service may have links to information or content from other parties. We are not responsible for any of this information. If we give you a link to any other information, person or business, it does not mean that we have checked or approved of them or any content featured on websites that are accessed through them.
- 24.2 You acknowledge that we are not responsible or liable for the following (including its accuracy or correctness):**
- 24.2.1 all content belonging to third parties that are accessed on or through the SnapScan Merchant Service; and/or**
- 24.2.2 all content featured on the websites that are accessed via links found on or through the SnapScan Merchant Service.**
- 24.3 We do not give any guarantee about other websites, software or hardware, including their security or

performance.

## **25 Intellectual Property**

- 25.1 We will grant you the right to use the IP, only in a manner approved, in writing, beforehand by us.
- 25.2 You must respect the trademark and other intellectual property rights contained in the IP and must not infringe such rights.
- 25.3 The SnapScan Merchant Service is licensed to you only. You may not grant any rights of use or any other rights in respect of the SnapScan Merchant Service, the Intellectual Property Rights in it, or any content on it (including content belonging to third parties) to any other person.
- 25.4 The licence to use the SnapScan Merchant Service and the Intellectual Property in it will start when you register for the SnapScan Merchant Service and will carry on until it is terminated in line with these Terms.
- 25.5 You must not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of, create derivative works of, or otherwise attempt to reproduce the SnapScan Merchant Service, the Intellectual Property in it, its content, its design, any updates to it, or any proprietary features in or to it, or any parts of it.
- 25.6 You must not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, or any other reference to the SnapScan Merchant Service.
- 25.7 If and to the extent that the performance of our obligations under this Agreement requires you (or your licensors) to grant us a licence and/or such other rights to any Intellectual Property then, you grant us such licences and/or other rights as may be required. To this end, where the Intellectual Property referred to in the context of this clause does not vest in you, you warrant that you have the right to sublicense or grant such other rights in and to the Intellectual Property referred to in the context of this clause to us for purposes of the Agreement.
- 25.8 If the Agreement terminates for any reason, the rights granted to you will end immediately and you must immediately stop all use of the IP.

## **26 Legal Costs**

You will have to pay for all costs that we incur, including all legal costs on an attorney and own scale, arising out of or in connection with a breach by you of the Agreement.

## **27 Cession**

You will not have the right to cede, assign, transfer or make over any of your rights or obligations in terms of the Agreement before getting our written consent.

## **28 Address for notices and legal proceedings**

- 28.1 We choose our registered address at Standard Bank Centre, 5 Simmonds Street, Johannesburg, 2001, as the address where any legal document or notice must be served on or delivered to us.
- 28.2 We will send any legal documents or notices to you at the address we have when you apply to register for the SnapScan Merchant Service.
- 28.3 We may send any other written communication to your street, postal or email address, or through the Portal. We will regard a communication sent by email as having been received by you one day after it was sent.
- 28.4 While we may correspond with you via email during the term of this Agreement for operational reasons, you agree that no formal notice required in terms of this Agreement may be given or concluded via email.

28.5 Any legal document or 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.

### **29 Keeping your contact details up to date**

29.1 It is your responsibility to keep your contact details up to date so that we can communicate with you. You understand and agree that if we send you a communication but you do not receive it because your contact details on file are incorrect, out of date, blocked by your service provider (in the case of an email), or you are otherwise unable to receive communications, the communication will be deemed to have been provided to you.

29.2 Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add us to your email address book so that you will be able to receive the communications we send to you.

### **30 Our good reputation**

You must not do anything, or engage in any activity, which is likely to adversely affect or damage the Group's good name and/or reputation.

### **31 Canvassing and inducing our employees**

You must not, under any circumstances, offer, promise, or give any gift, payment, loan, reward, inducement, benefit or other advantage, which may be seen as being made to solicit any favour from any of our Personnel.

### **32 Communications and Promotional content**

By accepting these terms and conditions, you give Snapscan permission to send you communications and promotional content.

### **33 Audit**

33.1 We may at our discretion audit your compliance with the Agreement. This will include our right to audit, without limitation:

33.1.1 All Transaction documents and your financial condition (including your financial statements);

33.1.2 your premises and systems (including finance systems);

33.1.3 your physical and information technology security in place.

33.2 Any such audit will be carried out on reasonable notice to you and in a reasonable way so as to cause as little disruption as possible to your business.

33.3 We may allow any Regulatory Authority or Payment Scheme and any person appointed by such entities to participate in any audit and to receive the results of that audit.

33.4 Where we have reasonable grounds to believe that you are not complying with your obligations under the Agreement, we may carry out an audit without prior notice.

33.5 You must, at no cost to us, give all assistance reasonably asked for in relation to any audit, including access to your Personnel, records and premises.

33.6 We may also engage third party advisers (including internal or forensic auditors), at our costs and discretion, to audit your compliance with the Agreement.

**34 General**

- 34.1 Any references to applicable laws or Rules will refer to them as amended from time to time.
- 34.2 The Agreement and the relationship between us will be governed by the laws of the Republic of South Africa.
- 34.3 If any provision of the Agreement is held to be invalid or unenforceable, such provision will be struck from the Agreement and the remaining provisions will be enforced.
- 34.4 Certain clauses as well as any other terms which by their nature should survive will expressly survive the termination of the Agreement.
- 34.5 You are liable for anything that your Personnel (or anyone who could reasonably be taken to be such persons) does or does not do.
- 34.6 If we do not exercise or enforce any right or provision of the Agreement, it will not be a waiver (giving up) of such right or provision.

**35 Customer Queries and Complaints**

- 35.1 Any technical queries that you may have about the SnapScan Merchant Service can be referred to:
- 34.1.1 Telephone: 021 250 0960
- 34.1.2 Email: [help@SnapScan.co.za](mailto:help@SnapScan.co.za)
- 34.1.3 Website: [www.snapscan.co.za](http://www.snapscan.co.za)
- 35.2 If you have a complaint about your use of the SnapScan Merchant Service or these Terms, please follow our complaints process, which is available at: <https://www.standardbank.co.za/secure/CR C/Ombudsman.html>.
- 35.3 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:
- 34.3.1 Telephone: 0860 800 900;
- 34.3.2 E-mail: [info@obssa.co.za](mailto:info@obssa.co.za); or
- 34.3.3 Website: [www.obssa.co.za](http://www.obssa.co.za)