

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, any Applicable Laws and any additional terms mentioned below that may apply, including any terms and conditions incorporated by reference into these Terms.
- 1.3. Important clauses that may limit our responsibility or involve some risk for you, will be in bold. You must pay special attention to them.
- 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 decide whether the App is suitable for your needs. You assume all risks related to your use of the App.**
- 1.5. **If you do not agree to these Terms, do not register for the App and do not use it.**

2. DEFINITIONS

In the table below, we have defined some words for consistency. (Singular words include the plural, and vice versa.) These words are as follows:

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 and App digital identity code.
App	The SnapScan application for your Device, which you can use to carry out transactions.
Applicable Laws	Any of the following, as they relate to your and our obligations under these Terms and as updated from time to time: <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.

App Store	Your device's application store, provided by Apple or Google, from which you download the App.
Bill	A bill, provided to you by a Merchant, that you can choose to pay using the App.
Card	Any payment card 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 who has registered for the App.
Intellectual Property	<p>All intellectual property, whether registered or not, including:</p> <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; and • 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 seller 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 legal person, including 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 obtained 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	<p>Any operation or activity or any set of operations, whether automated or not, including:</p> <ul style="list-style-type: none"> • collecting, receiving, recording; • organising, collating, storing, merging, linking; • updating, modifying, alteration, consultation; • blocking, degradation, erasure; destruction; and • retrieval, testing, use, dissemination or distribution.
Prohibited Activities	<ul style="list-style-type: none"> • Illegal or terrorist activities; • money laundering; and • any activities that 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, so we can identify you.
Purchase	The purchase of goods or services from a Merchant
Sanctioned Entity	<p>Any of the following that are on any Sanctions List or that who are subject to any Sanctions:</p> <ul style="list-style-type: none"> • Any natural or legal person or any country; • In the case of a legal person, (i) any natural or legal person who owns or controls it; or (ii) any legal person that it owns or controls (and for this purpose, “owns” means holding any percentage of ownership or beneficial interest and “controls” means the ability to control the business or policy, directly or indirectly, through the voting of shares or the appointment of directors or similar officers or by any other means); and • In the case of a country, its ministries, departments, agencies or any other governmental organisations.
Sanctions	Any restrictions set by a Sanctioning Body, including diplomatic, travel, trade or financial sanctions or embargoes.
Sanctions List	Any applicable list of Sanctioned Entities published by a Sanctioning Body.
SnapScan Credit	The stored value held by you in the Wallet and used for carrying out transactions.

Terms	The terms and conditions for the App as set out in this document.
Transaction	Any debit or credit on your Card or Wallet made through the App, including payments for Purchases, Bills, SnapScan Credit transfers or other products that we process on your instruction. Transactions are either subject to your Card terms and conditions or to any Wallet terms and conditions that we communicate to
Wallet	A digital wallet that contains SnapScan Credit and that can be accessed from within the App. The Wallet can be: <ul style="list-style-type: none"> • open-loop (it is accepted by all Merchants and is funded by a Card); • closed-loop (it can be accepted only by selected Merchants and can be funded only by an approved third party; or • 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.
you, your	The person who registered for the App.

3. ADDITIONAL TERMS

These Terms apply together with the current version of the terms and conditions on the website www.standardbank.co.za, including the privacy and security statement, as well as our privacy policies.

4. REGISTRATION

- 4.1. You must register for the App by following the instructions you will see 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 in order to use the App securely.

5. USE OF THE APP

- 5.1. You must use the App only on a Device for which it is intended and as allowed by the usage rules set out in your App Store's terms of service.
- 5.2. You can only instruct us to carry out a transaction in line with the banking facilities available to you through your Card or within the limits that may apply to 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.

6. FEES AND COSTS

- 6.1. There is no fee for accessing the App or paying for Purchases. We may change this or charge other fees (or add features or functions) at any time, at our sole discretion.
- Any transaction, service or convenience fee charged will be clearly displayed to you before you complete any transaction, for example if you make a withdrawal from your Wallet to your bank account.
- 6.2. Your card provider may charge fees that apply to the use of the Card within the App. Any queries about these costs should be taken up with your Card provider.
- 6.3. **Standard data costs will be charged when you download the App and thereafter when you carry out transactions through the App. These costs are charged by your mobile network operator. You must contact your mobile network operator if you have any questions about your data costs.**
- 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.

7. TRANSACTIONS MADE 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, including the details of the Merchant, is correct. You must also check that you are using the correct payment method – in other words, your Card or Wallet (to pay with your Wallet, you must specifically select the Wallet as a payment method on the App).**
- Once you submit your transaction it cannot be reversed.**
- 7.3. **We are not responsible for any loss you may suffer if you enter incorrect details for your transaction. You agree any dispute about a Transaction must be settled entirely between you and the relevant Merchant (or a Friend, in the case of a SnapScan Credit transfer).**
- It is your responsibility to comply with any terms and conditions that a Merchant imposes on you with regard to a transaction.**
- 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 may suffer if you accidentally repeat a transaction and we then repeat the debit.**

8. TOPPING UP YOUR WALLET

- 8.1. You can top up your Wallet in any way we allow you to, for example:
- 8.1.1. Through the transfer of money from any Card linked to the App.

- 8.1.2. Through SnapScan Credit received from a Friend.
- 8.2. **Money transferred to your Wallet is final and cannot be reversed to the Card or Wallet from which it was paid.**
- 8.3. **We may set daily or monthly limits on how much SnapScan Credit you may have in your Wallet at any time, and we will inform you about these limits through the Wallet, through the App or by any other means we choose.**
- 8.4. **You cannot use your Wallet to receive payment for goods or services in the ordinary course of business or to pay for any Prohibited Activity.**
- If we know or suspect that you are in breach of clause 8.4, we can immediately and at our sole discretion close, restrict activity on or suspend your access to your Wallet, the App and any other product or service we provide you.**
- 8.5. You will not earn interest on any SnapScan Credit in your Wallet.

9. WARRANTIES BY YOU

You represent and warrant as follows:

- 9.1. You are authorised to accept these Terms.
- 9.2. You have full contractual capacity and no court has declared you mentally unfit.
- 9.3. You are not, and will not be, a Sanctioned Entity.
- 9.4. You are not being investigated for any activities that are subject to Sanctions.
- 9.5. You have given us the correct information.
- 9.6. You read and understood these Terms before registering for the App.

10. APP SECURITY

- 10.1. 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.
- 10.2. After your Access Codes have been entered, we will assume that any transaction for which they are used is genuine. Even if someone else used your Access Codes, we may process a transaction as if you authorised it.
- 10.3. If your Device is lost, stolen or for other reasons 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.
- 10.4. We are committed to providing safe online services. All uses of the App and transactions through it are protected by encryption at international standards, as is the Personal Information you send through it. Only our authorised employees and agents have access to information about the App.

11. SOFTWARE AND HARDWARE

- 11.1. You must use a Device that is suitable for the App and you must make sure you have the latest updates and 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 install the latest version, the App may not work correctly and this could increase your security risks or data flaws. In such instances we will not be liable for any resulting damage under any circumstances.

- 11.2. 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 licence agreement.

- 11.3. We do not expressly or implicitly warrant:

- 11.3.1. the licensor's ownership of software provided on the App; or
- 11.3.2. the usage-related rights of any licensor.

12. RIGHTS OF THE APP STORE

You acknowledge and agree as follows:

- 12.1. That 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 the Terms and will also have the right to enforce the Terms against you.)
- 12.2. That, in terms of the law, the App Store does not give or enter into any warranty, condition or other terms in respect of the App and will not be liable for any claims, losses, costs or expenses in respect of the App or resulting from your or anyone else's use of the App or your or anyone else's reliance on any of its content.
- 12.3. That any claims relating to the App licence or to the possession or use of the App are between you and us and not between you, or anyone else, and the App Store. (These include product liability claims, any claim due to the fact that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation.)
- 12.4. That, if any third party claims 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 for damages relating to that claim.

13. DISCLAIMERS

- 13.1. **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 these may be caused, will be limited to the amount of the funds transferred and our fees.**

Neither we nor the Merchant will accept liability for any delays caused by circumstances beyond our or the Merchant's control. Neither we nor the

Merchant may be held liable for indirect damages, no matter how these are caused.

13.2. We are not responsible for any loss or damage:

- 13.2.1. where someone other than you knows your Access Codes;**
- 13.2.2. should you or a Friend lose or accidentally disclose any App information, including the Access Codes, or fail to keep it secret and safe;**
- 13.2.3. if the funds in your Wallet or Card are accessed by an unauthorised third party through the App;**
- 13.2.4. should you or a Friend fail to give us the correct information for a transaction;**
- 13.2.5. where any technical or other failure (such as interruptions, malfunctions and downtime) affects the App, our banking system, a third-party system or any part of any database for any reason;**
- 13.2.6. where any Personal Information or other data is directly or indirectly lost, 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;**
- 13.2.7. where any failure or problem affects goods or services provided by any other party, for example any telecommunications service provider, Internet service provider, electricity supplier, local or other authority; or**
- 13.2.8. that is due to any event that we have no control over.**
- 13.3. You indemnify us against all losses, damage, fines or penalties we may suffer and any claims lodged by a third party 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 (or by us).**

14. DATA PROTECTION

- 14.1. You give consent for us to collect your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes, as well as the purposes set out below.**
- 14.2. You confirm that, if you give us Personal Information about or on behalf of another person, you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the processing of their Personal Information, and specifically any cross-border transfer of Personal Information to, from and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.**
- 14.3. You give consent for us to process your Personal Information:**
 - 14.3.1. for the purpose of opening, administrating and managing your Profile, Wallet and App and providing you with full functionality of the Wallet;**

- 14.3.2. for the purpose of providing products and services to you that are linked to your Profile, Wallet and App and providing any other products and services you apply for;
- 14.3.3. so that we can register you for the App and provide you with Access Codes;
- 14.3.4. and to share it with any third party who works with us to provide a closed-loop Wallet to you.
- 14.3.5. to be analysed for the purpose of identifying possible markets and trends and developing new products and services.
- 14.3.6. in order to comply with Applicable Laws.
- 14.3.7. for the purpose of carrying out statistical and other analyses in order to identify potential markets and trends and evaluate and improve our business (this includes improving existing products and services and developing new ones).
- 14.3.8. 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.)
- 14.3.9. by sharing your Personal Information with any Merchant with whom you carry out a transaction, any regulatory authority, other financial institutions, the Southern African Fraud Prevention Service (SAFPS), the South African Banking Risk Information Centre (SABRIC) or other entities whose purpose it is to prevent or combat fraud and other Prohibited Activities.
- 14.3.10. 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 provide their services.)
- 14.3.11. within the Group.
- 14.4. 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.
- 14.5. 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.

15. INTELLECTUAL PROPERTY

- 15.1. Except for Intellectual Property Rights held by Merchants or by any other third parties, we own all Intellectual Property and Intellectual Property Rights in and to the App and 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, unless we indicate otherwise in writing.
- 15.2. We grant you a non-assignable, non-sublicensable, non-transferable, non-exclusive licence to use the App (which may include updates and/or upgrades),

but only for purposes outlined in these Terms. You will be asked to accept additional terms through the App if they apply to you.

The App is licensed to you only and you must 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.

- 15.3. The licence granted to you will become valid 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.
- 15.4. The App may contain hyperlinks to other platforms or websites. However, this does not mean that we either endorse or recommend any information, products or services offered on or through these platforms or websites, or that the material on them does not infringe the Intellectual Property rights of any person. You must make your own enquiries and decisions about the accuracy, reliability and suitability of any such information.
- 15.5 You must not copy, republish, distribute, adapt, modify, alter, de-compile, reverse-engineer or otherwise attempt to reproduce the App or its content, including content belonging to third parties, or its design, or any updates to the App or any related proprietary features or any parts of it, or attempt to derive the source code or create a derivative work of the App. You must not sublicense such third-party content or the Intellectual Property Rights related to it.
- 15.6 You agree as follows:
 - 15.6.1 You will in no way represent that you have any rights in any Intellectual Property belonging to us or any third parties featured on the App.
 - 15.6.2 You will not register any Intellectual Property belonging to us or any third party that is featured on the App, or register any other Intellectual Property that may be similar to it, either in South Africa or in any other country.
 - 15.6.3 You will not challenge our Intellectual Property rights or those of any third party that is featured on the App in any country.
 - 15.6.4 You will not, through an act or negligence, do or cause to be done anything that would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair our Intellectual Property or that of any third party that is featured on the App, or our or any featured third party's reputation and goodwill associated with the App, or that would be expected to jeopardise or invalidate the registration of our and/or any featured third party's Intellectual Property.
 - 15.6.5 You will not use, register or attempt to register, as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (email) addresses, server names, or search engine markers, anything that is identical to, contained as a whole or in part in or otherwise confusingly similar to our Intellectual Property or that of any third party on the App in any country.
- 15.7 You must not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, or any other reference to the App without our prior written consent.
- 15.8 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any third-party claims initiated

and/or instituted against us with regard to any unauthorised use by you of the App, the content in it or any Intellectual Property Rights flowing from the foregoing.

- 15.9 In addition to our normal common-law remedies, any breach of the Terms under this clause 15 entitles us to take legal action without prior notice to you and you agree to reimburse us for the costs associated with such legal action on an attorney-and-own-client scale.

16. SANCTIONS

- 16.1. You must not:
- 16.1.1. use the App to finance any Sanctioned Entity;
 - 16.1.2. make the proceeds of the App available to any person who could use or who intends to use the proceeds to finance a Sanctioned Entity's activities;
 - 16.1.3. act in a way that benefits a Sanctioned Entity;
 - 16.1.4. be involved in any Prohibited Activities; or
 - 16.1.5. use any product or service provided by the Group for any Prohibited Activities.
- 16.2 You must let us know immediately and in writing if you are being investigated for any activities relating to Sanctions.
- 16.3 You indemnify us against (that is, you are responsible for) any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (**Losses**) that we may suffer because:
- 16.3.1 any funds are seized or withheld by any Sanctioning Body or any other third party (or by us); or
 - 16.3.2 you breach this clause 16.
- 16.4 If we know or suspect that you are in breach of this clause 16 or you are about to become subject to Sanctions, we can immediately, at our sole discretion:
- 16.4.1 close, restrict activity on or suspend your access to the App and withdraw any other product or service we provide to you; and/or
 - 16.4.2 cancel these Terms and/or any other relationship that we may have with you.
- 16.5 We are not responsible for any Losses you may suffer if we cancel these Terms or any other relationship that we have with you.

17. CLOSURE

- 17.1. You can terminate the agreement between us and you at any time. However, you must make every reasonable effort to spend any SnapScan Credit remaining in your Wallet before such termination.
- 17.2 We can terminate the agreement between us and you:
- 17.2.1 to comply with any Applicable Law or legal or regulatory requirement.

- 17.2.2 if you go against these Terms and do not remedy this within five days after we have asked you to. (We can 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.)
- 17.2.3 if you do not perform any transactions for a period of three years.
- 17.2.4 if you no longer meet the criteria for the App for any reason.
- 17.2.5 if we no longer provide the App to clients.
- 17.3 If we no longer provide the App, you have a right to be refunded by us for all the SnapScan Credit in your Wallet. (We will let you know at the time what you have to do to get the refund.)

18. GENERAL

- 18.1. We may change these Terms at any time, and we will always give you notice of changes by direct communication with you (for example by email or SMS or through the App) or by any other means.
- 18.2. Should any of the clauses in these Terms be invalid, illegal or unenforceable, this will not affect the validity, legality or enforceability of the remaining clauses.
- 18.3. We may terminate the App any time, without notice. If and when your registration to the App is terminated, all rights granted to you in respect of the App will cease immediately.
- 18.4. 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.
- 18.5. South African law will govern these Terms.

19. NO STATEMENTS

- 19.1. We will not send you any correspondence or statements for your transactions.
- 19.2. You will be able to view your balance or see your recent transaction history at any time through the App.

20. NOTICES

- 20.1. 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 on or delivered to us.
- 20.2. We will send any legal documents or notices to you at the address we have for you on our records.
- 20.3. We may send any other written communication to your street, postal or email address, or through the App message system. We will regard a communication sent by email as having been received by you one day after it was sent.

- 20.4. Any legal document or notice to be served in legal proceedings must be written on paper. The provisions of the Electronic Communications and Transactions Act 35 of 2002 that would otherwise be relevant, do not apply to such legal document or notice.

21. CLIENT CONTACT INFORMATION

- 21.1. If you have any questions about the App, you can email us at help@snapscan.co.za.
- 21.2. If you have any questions about a product or service, you must call the Merchant directly.
- 21.3.** 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, you may contact the Ombudsman for Banking Services as follows:
- 21.3.1. By telephone on 0860 800 900.
- 21.3.2. By email at info@obssa.co.za.
- 21.3.3. Through the website at www.obssa.co.za.