



**SHOPRITE MONEY
(POWERED BY STANDARD BANK)**

TERMS OF USE

(Version effective from 1 February 2017)

IMPORTANT NOTICE

- (1) Shoprite Checkers (Pty) Limited and its group of companies in South Africa (we, us or our) offer a service to customers where such customers (you) may apply for and carry out certain transactions using a mobile wallet account registered with us ('Shoprite Money').
- (2) When registering for Shoprite Money with us, you agree to be bound by these terms and conditions (Terms). These Terms apply to registration as well as to the use of your Shoprite Money account and all transactions you carry out through the account.
- (3) Our Terms contain specific provisions that limit our liability, allocate risk or liability to you, or assume you know certain facts. These provisions appear in bold and capital letters. You must pay special attention to these provisions, as they limit your ability to recover losses that you may suffer in connection with your Shoprite Money account.
- (4) We may change these Terms from time to time. Such changes will take effect as soon as they have been published on our website at <http://www.termsconditions.co.za>. You should receive notices about any changes to these Terms, but it is your responsibility to review the Terms before using your Shoprite Money account, and to take note of any changes.

PART A: GENERAL INFORMATION

1. Our contact details

- Shoprite Checkers (Pty) Limited is a South African company with registration number 1929/001817/07. Our head office is at the corner of William Dabs and Old Paarl Roads, Brackenfell, Cape Town.
- If you need any help with your Shoprite Money account, please contact our Shoprite Money Helpline at 0807766639 or email us at srmsupport@shoprite.co.za. You can also contact us through our Shoprite Money web portal at <http://www.shoprite.co.za> (**web portal**).

2. Sponsoring bank

The Standard Bank of South Africa Limited with registration number 1962/000738/06 is our sponsoring bank for Shoprite Money (**sponsoring bank**). All moneys paid into your Shoprite Money account are deposited with our sponsoring bank, and they hold your Shoprite Money balances on your behalf. Our sponsoring bank subscribes to The Code of Banking Practice made available on the Banking Association South Africa website, at <http://www.banking.org.za>. We will let you know if we change our sponsoring bank.

3. Transactions you can carry out using your Shoprite Money account

You can use your Shoprite Money account for the following types of transactions:

- **Cash-in**, where you or anyone else transfers money into your Shoprite Money account or hands us money at a participating outlet to deposit into your Shoprite Money account;
- **Transfer**, where you send money from your Shoprite Money account to another Shoprite Money account;
- **Pay-out**, where you pay money to a third-party beneficiary from your Shoprite Money account;
- **Cash-out**, where you withdraw money from your Shoprite Money account;
- **Purchase**, where you buy goods or services at a participating outlet or through the web portal and pay for it using your Shoprite Money account; and

- **Balance enquiry**, where you check the balance on your Shoprite Money account.

PART B: REGISTRATION

1. Opening your account

You can open a Shoprite Money account in person at participating outlets, through the web portal, or over the phone. We will need proof of your age, identity and residence, your mobile number and certain other information about yourself as part of the registration process.

You must meet all the criteria we have set for opening a Shoprite Money account. These include criteria needed to comply with applicable law. We may refuse your application if we believe you do not meet these criteria or if you give us false or incomplete information.

If we approve your application, we will send a notice to your chosen mobile phone to confirm your registration. We may also make available a mobile application (**app**) that you can download onto your mobile phone. The app will make it easier for you to use your Shoprite Money account. It is your responsibility to make sure that your mobile phone works with the app.

2. Personal Information and privacy

Personal Information consists of the information that you disclose to us during your relationship with us and our sponsoring bank. It includes information from your transactions and instructions, details and analysis of your application for and use of a Shoprite Money account and other information we get through providing you with a Shoprite Money account.

You agree that we and our sponsoring bank may collect your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as for the purposes set out below.

If you give us or our sponsoring bank Personal Information about or on behalf of another person, you confirm that you are authorised to:

- give us the Personal Information;
- consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country/ies where the Shoprite Money service is provided; and
- receive any privacy notices on their behalf.

You agree that we and our sponsoring bank may Process your Personal Information:

- to register and maintain your Shoprite Money account, verify and update your details, and verify that you qualify to have a Shoprite Money account;
- to enable, process and record the transactions on your Shoprite Money account as described in these Terms;
- to get information that does not identify you, but that tells us more about what products you buy and about your transaction history and related information, and you agree that we may share this information with our business partners;
- in countries outside the country/ies where the Shoprite Money service is provided. These countries may not have the same data protection laws as the country/ies where the Shoprite Money service is provided. Where we or our sponsoring bank can, we or our sponsoring bank will ask the receiving party to agree to our privacy policies;
- to prevent fraud and money laundering and carry out compliance and regulatory checks;
- to comply with any legal or regulatory requirements;
- to meet our or our sponsoring bank's obligations to any regulatory authority;
- by sharing your Personal Information with third-party service providers to us or our sponsoring bank, locally and outside the country/ies where the Shoprite Money service is provided. We or our sponsoring bank ask people who provide services to us or our sponsoring bank to protect your Personal Information on at least the same basis as we do if they need access to such information to carry out their services;
- to inform you about products, services and benefits that we offer and give you the opportunity to make use of them, as far as we are lawfully permitted to do so; and
- to deliver and improve our products and services to you.

For purposes of these Terms, **Process** and its derivatives means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making

available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information.

You are solely responsible for keeping your profile information on your Shoprite Money account complete, accurate and up to date. Please update your profile immediately if anything changes. You can do this at a participating outlet, from your mobile phone or by going to the web portal (where applicable).

YOU WARRANT THAT ALL INFORMATION YOU GIVE US OR OUR SPONSORING BANK IS TRUE, ACCURATE, COMPLETE AND UP TO DATE AND THAT WE OR OUR SPONSORING BANK WILL NOT BE LIABLE FOR LOSSES DUE TO THE FACT THAT ANY SUCH INFORMATION IS FALSE, INCORRECT, INCOMPLETE OR NOT UP TO DATE.

PART C: USING YOUR SHOPRITE MONEY ACCOUNT

1. Access and authorisation

To access your Shoprite Money account and carry out transactions on it you must dial *134*3534# from your mobile phone and follow the prompts to choose the transaction you want to carry out.

Each time you access your Shoprite Money account you will have to enter your secret password. It is your responsibility to make sure that you keep your password secret and that you prevent the unauthorised use of such password. If your password is compromised, or if you become aware of any unauthorised activity on your Shoprite Money account, you must notify our Shoprite Money Helpline at 0807766639 immediately. **YOU ALONE ARE RESPONSIBLE FOR ANY UNAUTHORISED USE OF YOUR PASSWORD AND FOR ALL TRANSACTIONS CARRIED OUT USING YOUR SHOPRITE MONEY ACCOUNT.**

We may suspend (stop) transactions on your Shoprite Money account or your access to such account at any time. We may also close your account. We will do so if:

- required by the law or a regulatory authority;
- we believe or suspect you are using your Shoprite Money account wrongly or unlawfully (**illegally**);
- we find or suspect that you have breached these Terms; or
- we find or suspect unauthorised use, abuse, fraud or money laundering.

Your account will be suspended under these circumstances until we are satisfied that the problem has been resolved.

2. Carrying out transactions

The rules below will apply to all transactions you carry out your Shoprite Money account. You can only use your Shoprite Money account at participating outlets and through the web portal. All transactions will be done in South African Rands. You may not use your Shoprite Money account for any purpose or in any manner except as we describe in these Terms.

- **Cash-in** – You or anyone else may transfer money into your Shoprite Money account or hand us money at a participating outlet to deposit into your Shoprite Money account. The person making the deposit must give us your mobile number so that we can allocate the money to your Shoprite Money account. After we have allocated the money to your Shoprite Money account, it will show as an available cash balance that you can use in line with these Terms.
- **Transfer** – You may send money from your Shoprite Money account to another Shoprite Money account. You will need to give us the South African mobile number of the person to whom you are sending the money. It is your responsibility to make sure that you give us the correct mobile number.
- **Pay-out** – You may pay money to a third-party beneficiary from your Shoprite Money account. You will need to give us the South African mobile number of the person to whom you are making the payment. It is your responsibility to make sure that you give us the correct mobile number. We will send you a one-time personal identification number (**PIN**) or voucher reference code (**authorisation code**), which the beneficiary must present at a participating outlet to get the money. Once the beneficiary has withdrawn the money, the money will be deducted from your Shoprite Money account.
- **Cash-out** – You may withdraw money from your Shoprite Money account as long as you have enough money. We will send you an authorisation code to present at a participating outlet. Once you have withdrawn the money, the money will be deducted from your Shoprite Money account.
- **Purchases** – You may use your Shoprite Money account to pay for goods or services at any participating outlet or through the web portal. The transaction will be approved only if you have

enough money in your Shoprite Money account. To complete the transaction, you must present the authorisation code that we have given to you at the participating outlet or through the web portal.

- **Balance enquiries** – You may check the balance on your Shoprite Money account and get mini-statements at any time. To do this, you must dial *134*3534# and follow the prompts correctly.

It is your responsibility to keep your authorisation codes safe. Please contact us immediately if you believe an authorisation code has been compromised, lost or stolen. **YOU ALONE ARE RESPONSIBLE FOR ANY AUTHORISATION CODE WE HAVE GIVEN TO YOU.**

3. Limitations

Unless we let you know otherwise, your Shoprite Money account has the following limits:

- the balance of your Shoprite Money account may not be more than **R25 000 in total in any month**;
- where you register for your Shoprite Money Account through the web portal, the total Cash-in, Transfer, Pay-Out and Cash-out transactions on your Shoprite Money account may not be more than **R1 000** in total per day;
- where you register for your Shoprite Money account at a participating outlet, the total Cash-in, Transfer, Pay-Out and Cash-out transactions on your Shoprite Money account may not be more than **R5 000** in total per day.

We do not give any credit, so you cannot authorise any transactions that will result in a negative cash balance on your Shoprite Money account. If you try to carry out a transaction that will result in a negative cash balance, it will be declined.

4. Fees and interest

We will set out our transaction fees and any changes to them at participating outlets and through the web portal. At the moment we only charge fees for Cash-out transactions and Pay-out transactions. We will give notice of any changes to our fees. **WE WILL NOT REFUND ANY FEES PAID TO US, EVEN WHERE WE CAN REVERSE A TRANSACTION.**

You acknowledge that you will not receive interest on the positive cash balance in your Shoprite Money account.

YOU UNDERSTAND THAT YOUR MOBILE SERVICE PROVIDER MAY CHARGE YOU FOR YOUR ACCESS AND USE OF YOUR SHOPRITE MONEY ACCOUNT AND THAT YOU MUST PAY FOR ANY SUCH CHARGES.

5. Transaction reversals

- Any transaction you have carried out using your Shoprite Money account is not reversible, but you may be able to cancel it if the money has not yet been paid out or deposited into another Shoprite Money account.
- If we accept the return of goods you have bought at one of our participating outlets or through the web portal using your Shoprite Money account, we may decide, in our discretion, to credit your Shoprite Money account with the amount you paid for the goods, or to refund you in cash. Credits may take up to 24 (twenty-four) hours to show in your Shoprite Money account.

6. Availability

You acknowledge that your Shoprite Money account may at times not be available for various reasons and that we have the discretion to suspend the Shoprite Money service from time to time. We also reserve the right in our absolute discretion and without notice to change, upgrade, update or withdraw the Shoprite Money service or any part of it at any time.

7. Abuse

You may not use your Shoprite Money account in any manner that is abusive, unlawful, fraudulent or goes against these Terms. You agree that you will comply with our reasonable instructions and standard usage processes and policies that we let you know about from time to time (including as set out in these Terms) when you carry out any transaction using your Shoprite Money account. If we are notified, or have reason to believe, that you are abusing your Shoprite Money account or that you are

using it unlawfully, fraudulently or against these Terms, we may suspend (stop) or end access to your Shoprite Money account until we have investigated the matter and made a decision. You agree to cooperate with us in any such investigation. This includes cooperating with any law enforcement authorities that may be involved.

8. Closure

Your Shoprite Money account may be closed:

- by you, at any participating outlet. If there is any money in your Shoprite Money account when you close it, we can decide to refund you in cash at such outlet or to transfer the money into a bank account you have chosen; or
- by us:
 - to comply with any legal or regulatory requirement;
 - if you go against these Terms;
 - if you do not carry out any transactions for a period of 3 months;
 - if you no longer meet the criteria for the Shoprite Money service for any reason; or
 - if we end our Shoprite Money service.

If we close your Shoprite Money account and the law allows us, you have the right to receive payment of all the money in your Shoprite Money account from us. We will let you know if we close your account and explain what you have to do to get such payment.

9. DISCLAIMER

YOU USE YOUR SHOPRITE MONEY ACCOUNT AT YOUR OWN RISK. WE AND OUR SPONSORING BANK DO NOT GIVE ANY WARRANTIES ABOUT SHOPRITE MONEY AND WE DO NOT GUARANTEE THAT YOUR SHOPRITE MONEY ACCOUNT WILL ALWAYS BE AVAILABLE FOR YOU TO USE OR THAT ALL TRANSACTIONS WILL BE CORRECTLY PROCESSED.

UNDER NO CIRCUMSTANCES WILL WE OR OUR SPONSORING BANK BE RESPONSIBLE FOR ANY KIND OF CLAIM, LOSS OR DAMAGE THAT HAS TO DO WITH THE USE OF YOUR SHOPRITE MONEY ACCOUNT (WHETHER IN CONTRACT, DELICT OR STATUTE (INCLUDING FOR NEGLIGENCE)) AND YOU AGREE TO PAY FOR ANY SUCH CLAIM, LOSS AND/OR DAMAGE, EXCEPT AS NOT ALLOWED UNDER LAW.

10. General

- The laws of the Republic of South Africa apply to these Terms and to the relationship between you and us as far as these Terms and this relationship have to do with the use of Shoprite Money or anything that may result from it.
- These Terms will be incorporated into and regulate all transactions which you make using the Shoprite Money account and will become binding upon you in respect of each such transaction.
- Any changes made by us to these Terms will not mean that we cancel the agreement between you and us.
- Each of the clauses of these Terms stands on its own and if any of these clauses are found to be invalid, illegal or unenforceable, this will not affect the validity, legality and enforceability of the rest of the clauses.
- You may not vary any of these Terms.
- You give us permission to subcontract, delegate, cede, assign or otherwise transfer any of our rights or obligations under these Terms to any third party. You also agree that we do not have to let you know if we do so.
- No relaxation or indulgence that we give you will prejudice (harm) our rights under these Terms in any way.