

# Checkers

## Terms and Conditions for the Checkers Money Transfer Service powered by Standard Bank

These Terms become effective when you use the Money Transfer Service. You must know, understand and comply with these Terms, as they form a binding agreement between you and us.

### 1 DEFINITIONS

We have defined some words for consistency. Singular words include the plural and the other way round. Unless the context clearly requires a contrary interpretation, the following terms used in this agreement shall have the following meanings

Word	Meaning
Availability Period	The three year period from the date of Send Transfer.
Identification Document	A valid identity document or passport.
Money	The amount of money a Sender instructs us to send to a Receiver.
Money Market Kiosk	Any counter where the Money Transfer Service is provided.
Money Transfer Service	The service that enables Senders to transfer Money to Receivers.
Release PIN	The personal identification number associated with a particular Money Transfer that a Sender chooses and communicates to the Receiver in order for the Receiver to have access to the Money.
Receiver	The person who receives the Money using the Domestic Money Transfer Service.
Receive Voucher	The slip that we give the Sender to confirm their instruction to send Money using the Money Transfer Service.
Service Desk	The service desk which you can contact for assistance regarding the Money Transfer Service.
Support Hours	The periods from 08h00 to 18h00 on weekdays (Monday to Friday) and from 08h00 to 14h00 on Saturdays, Sundays and National Public Holidays.
Terms	These terms and conditions for the Money Transfer Services and include the Send Voucher and the Receive Voucher where the context requires it.
Territory	The Republic of South Africa, Zambia, Lesotho, Eswatini, Namibia
Transaction Reference Number	The unique reference number that we assign to the Money Transfer and which we provide to the Sender to identify the Sender's instruction to us to send Money.
We, us, our	Shoprite Checkers Proprietary Limited and The Standard Bank of South Africa Limited and their successors in title or assigns.
You, yours, your	The Sender and/or the Receiver, pending on the context.

### 2 MONEY TRANSFERS

- 2.1 The Sender instructs us to pay the Money to any natural person in the Territory who presents to us the Transaction Reference Number and the Release PIN. When a person presents the Transaction Reference Number and the Release PIN, we will assume that it is someone that the Sender has authorised to receive the Money and, subject to these Terms, we will pay the Money to such person, unless the Money has been paid out already.
- 2.2 The Sender must be 18 years and older and in possession of a valid Identification document at the time when the Money is transferred.
- 2.3 In order for us to process an instruction to transfer Money and to pay out the Money to the Receiver we will require certain information from you. You confirm and warrant that the information you provide to us in this regard is true and correct in all aspects. If you give us the wrong information, then neither of us is liable for losses or damages which you may suffer.
- 2.4 You agree to immediately notify us if any of your personal details i.e. registered mobile number is changed.
- 2.5 For details on the information that we require from you, please contact the Service Desk, alternatively refer to the brochures at the Money Market Kiosk.
- 2.6 A Sender Voucher with a Sender's signature will constitute conclusive proof of their instructions to us and their intention to be bound to these Terms.

- 2.7 A Receive Voucher with a Receiver's signature will constitute conclusive proof of their intention to be bound to these Terms.
- 2.8 It is the Sender's responsibility to inform the Receiver of the correct Release PIN and Transaction Reference Number, and the Sender is responsible for doing so in a safe and secure manner. The Sender understands that, if they rely on a third party to communicate the Release PIN and the Transaction Reference Number, such third person may withdraw the Money themselves.
- 2.9 If the Sender decides that they want to prevent the pay out of the Money to anyone, they may contact the Service Desk during Support Hours and request that such Money Transfer be placed on hold. We will require the correct Identity Number and Transaction Reference Number from the caller prior to complying with such request. Following receipt of such request, we will endeavour to prevent the Money from being paid out to anyone other than the Sender, unless required to do so by law.
- 2.10 The Sender may request a refund of the Money at the Money Market Kiosk where the Sender requested the Money Transfer provided that the Receiver has not already collected the Money. The Sender will need to provide us with the Transaction Reference Number and their Identification Document together with a copy thereof. If, following verification of the details provided, we are satisfied as to the Sender's identity and that the relevant Money has not been paid out already, we will refund the Money to the Sender in cash. Where a cash refund cannot be accommodated, a cheque refund will be provided to the Sender. We will not refund any fees paid to us in respect of such Money Transfer.
- 2.11 If the Sender forgets or loses their Release PIN, the Sender may ask for the Release PIN to be reset at a Money Market Kiosk. The Sender will need to provide us with the Transaction Reference Number and their Identification Document together with a copy thereof. If, following verification of the details provided, we are satisfied as to the Sender's identity, we will send the new Release PIN to the mobile number that we have on record for the Sender. The Sender can also request a Release PIN reset by dialling \*120\*5333\* from the mobile number that we have on record and follow the steps on the screen. Once done, the new Release PIN will be sent to the mobile number that we have on record for the Sender.
- 2.12 You acknowledge that we may be obliged to pay out the Money to a person other than the Sender or the Receiver in the event of being required to do so by law.
- 2.13 You further acknowledge that we may, in our discretion suspend the payment of the Money involved in any particular transfer at any time, in particular if we become aware of any suspicious circumstances surrounding a transfer. If you become aware of such suspension, you may contact us at the Service Desk during Support Hours for clarification.

### 3 RELEASE PINS AND TRANSACTION REFERENCE NUMBERS

- 3.1 When the Sender instructs us to transfer Money, the Sender will be asked to select their own Release PIN. We will assign a Transaction Reference Number to each transfer.
- 3.2 It is the Sender's responsibility to keep your Release PIN secret.
- 3.3 The Sender should not disclose their Release PIN to any other person than the Receiver, especially not to members of our staff.
- 3.4 The Transaction Reference Number will be displayed on the Send Voucher that is given to the Sender.
- 4 FEES AND INTEREST
- 4.1 The Sender will be obliged to pay the applicable fees for a transfer of Money through the Domestic Money Transfer Service upon initiating the transfer. The applicable fees will be communicated to the Sender when they initiate such transfer. All such fees are non-refundable.
- 4.2 For details on the fees and limits that apply to the Domestic Money Transfer Service, please contact the Service Desk or alternatively refer to the brochures at the Money Market Kiosk.
- 4.3 The Sender acknowledges that they will not be entitled to receive any interest on the Money for the period that the payment of the Money to a Receiver remains pending, irrespective of the duration thereof.

### 5 STATEMENTS AND IRREGULARITIES

- 5.1 You agree that we will not be obliged to provide you with any statement of account (whether regular, periodic or otherwise) in respect of the Money Transfer Service rendered to you or the Money paid to us. You may enquire about the status of the Money by contacting the Service Desk during Support Hours. The Sender can also query the status of the Money by dialling \*120\*5333\* from the mobile number that we have on record and follow the steps on the screen.
- 5.2 You are responsible for reporting any irregularities regarding your use of the Money Transfer Service including the loss of a Release PIN or the unauthorised disclosure or use of a Release PIN and Transaction Reference Number, to the Service Desk. In such event, you may request us to place the payment of any Money involved on hold in terms of paragraphs 2.8 of these Terms.
- 6 MONEY TRANSFER TERMS
- 6.1 The Receiver must collect the Money within the Available Period. It is the Sender's responsibility to inform the Receiver of the Availability Period.
- 6.2 If the Money is not claimed during the Availability Period, we will remit the uncollected balances to the South African Reserve Bank.
- 6.3 If the Receiver is unable to provide the required information referred to in these Terms, then it is the Receiver's responsibility to inform the Sender who in turn may request a refund of the Money by following the procedure described in paragraph 2.9 of these Terms.
- 6.4 We will not refund any fees paid to us in respect of such Money Transfer.

### 7 AVAILABILITY

- 7.1 You acknowledge that the Money Transfer Service may at times not be available for various reasons and that we have the discretion to suspend the Money Transfer Service from time to time. We also reserve the right in our absolute discretion and without notice to alter, modify, upgrade, update or withdraw the Money Transfer Service or any part thereof at any time.
- 7.2 The Sender may ask for a refund of the Money paid in by the Sender in the event of such change, suspension or withdrawal by contacting the Service Desk during Support Hours and by following the procedure described in paragraph 2.9 of these Terms.
- 7.3 You agree that we will not be liable for any losses, expenses or damage incurred by you or any third party for any unavailability of the Money Transfer Service and indemnify us against any claim for such losses, damages or expenses incurred by you or any third party as a result of such unavailability.
- 8 NOTICES
- 8.1 We will send all notices required by law and by these Terms to the address the Sender indicates on their personal profile when registering or receiving Money and the Sender agrees to receive such notices at such address. The Sender agrees to inform us of changes to the information in their personal profile every time that they initiate a new transfer of Money.
- 9 DISCLAIMERS
- 9.1 You use the Money Transfer Service at your own risk.
- 9.2 Neither we, nor our representatives, employees or directors shall be responsible or liable for any direct, general, intrinsic, indirect, special, extrinsic, punitive or consequential injury, loss, expense or damage of any kind whatsoever, including arising from contract, statute, delict (including from negligence or gross negligence or otherwise), suffered or incurred by you as a result of using the Money Transfer Service for any reason whatsoever.
- 9.3 You indemnify us against any demand, claim or action for direct, intrinsic, general, indirect, extrinsic, special, punitive or consequential damages or order made against us by a third party relating to or in connection with your use of the Money Transfer Service, whether such demand, claim or action was caused directly or indirectly by us for any reason whatsoever.
- 10 PERSONAL INFORMATION AND PRIVACY
- 10.1 Personal information consists of the details that you disclose to us during your relationship with us. It includes information from your request and instructions, details and analysis of your Money Transfer transactions, and other information we gain through providing you with the Domestic Money Transfer Service.
- 10.2 We will keep your information private and may share it only:
- 10.2.1 if you ask us to share it with others or you have agreed to us doing so;
- 10.2.2 With others who are involved in rendering the Money Transfer Service;
- 10.2.3 To meet our obligations to any regulatory authority; or
- 10.2.4 If the law requires or permits it or it is in the public interest.
- 10.2.5 We will use and store your information to:
- 10.3.1 Update our records;
- 10.3.2 Prevent fraud; and
- 10.3.3 Perform compliance and regulatory checks;
- 10.3.4 Inform and provide you with the opportunity to make use of products, services and benefits that we offer to the extent that we are lawfully permitted to do so.
- 10.4 You must notify us immediately of any change to your personal details when performing a Money Transfer transaction.
- 10.5 You waive any claim against us in respect of such disclosures and use, and indemnify us against any loss or liability as a result of the execution of the authorisation that is granted to us herein.

### 11 GENERAL

- 11.1 The laws of the applicable Territory apply to these Terms as well as the relationship between you and us and any matter that may arise therefrom.
- 11.2 These Terms will be incorporated into and regulate all transfers of Money which are made using the Money Transfer Service and will become binding upon you in respect of each such transfer from the moment that you sign a Send Voucher or a Receive Voucher, as the case may be.
- 11.3 These Terms and the content of the relevant Send Voucher and Receive Voucher contain the full agreement between us and you in respect of the Money Transfer to which such Send Voucher and Receive Voucher relates.
- 11.4 We reserve the right to change these Terms (including bringing in new terms and conditions, changes in the fees and limits, and the services that we offer) at any time without notification. Changes to these Terms will be effective as against the Senders in respect of all Money Transfers initiated after such changes have been incorporated into these Terms and as against Receivers in respect of all Money received by them after such changes have been incorporated into these Terms.
- 11.5 These Terms may also be changed in order to comply with any government regulation or laws governing the Money Transfer Service.
- 11.6 Any changes effected by us will not constitute a cancellation of this Agreement.
- 11.7 You may not vary any of these Terms.
- 11.8 The clauses of the Terms are severable from each other and any invalidity, illegality or unenforceability of any of the clauses of these Terms will not affect the validity, legality and enforceability of the remaining clauses of these Terms.
- 11.9 You grant us permission to subcontract, delegate, cede, assign or otherwise transfer any of our rights and/or obligations in terms of these Terms to any third party. You further agree that we do not have to inform you of any such cession, assignment or transfer.
- 11.10 No relaxation or indulgence granted by us to you shall in any respect prejudice our rights in terms of these Terms.

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