



TERMS AND CONDITIONS FOR YOUR USE OF SHOPRITE'S ELECTRONIC CHANNELS ("TERMS")

1 Introduction

- 1.1 These Terms apply to all persons who use any of the Electronic Channels (defined in 2.12 below) offered by Shoprite Checkers Proprietary Limited ("**Shoprite**", "**us**", "**we**" or "**our**").
- 1.2 If you are younger than 18, you need to get the consent of your legal guardian or parent to use our Electronic Channels.
- 1.3 You will be bound by these Terms when you -
 - 1.3.1 accept these Terms in the format prescribed by Shoprite;
 - 1.3.2 register to use any Electronic Channel; or
 - 1.3.3 are able to access and use any Electronic Channels.
- 1.4 These Terms will apply regardless of the Device that you use to connect to the Electronic Channels. Unless otherwise stated, these Terms apply to the use of all Electronic Channels. However, some of these Terms apply only to certain Electronic Channels and different terms may apply depending on purpose for which you are accessing any of the Electronic Channels. In other words, if you do not use one of the Electronic Channels, the terms and conditions that apply only to that Electronic Channel will not apply to you and if you do not take up certain products or services offered by Shoprite (i.e. Shoprite Products), certain terms and conditions that apply to those Shoprite Products or services will not apply to you.
- 1.5 It is important to note that these Terms must be read with the relevant terms that apply to each specific Shoprite Product that you use and which is offered through the Electronic Channels, as the terms set out in this document also apply to each such Shoprite Product. You may be asked to accept specific Product Terms when you sign up for a Shoprite Product and in any event such Product Terms will apply to your use of that specific Shoprite Product.
- 1.6 These Terms will be made available to you on our website: <https://www.shoprite.co.za> ("**Site**"), on the Electronic Channels or on request by contacting Customer Care at the details indicated a 33.
- 1.7 These Terms form an agreement between you and us, so please make sure that you read them carefully and understand all of the terms and conditions set out below. Important clauses, which may limit Shoprite's responsibility or involve some risk for you, are reflected in bold. You agree to pay special attention to these clauses.
- 1.8 Nothing in these Terms is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created in terms of the CPA or Chapter VII of the Electronic Transactions and Communications Act No 25 of 2002, where such legislation is applicable.
- 1.9 We may change these Terms from time to time (in accordance with 24) and the latest version will apply.

2 Definitions

In these Terms, unless the context indicates otherwise, the following capitalised words will have the meanings given to them –

- 2.1 "**Access Code**" - your secret passwords that you use to access any of the Electronic Channels, including your personal identification number ("**PIN**") or PINs, one-time PIN ("**OTP**") or OTPs, card numbers, usernames, passwords, and the Mobile Application digital identity code;
- 2.2 "**Account**" - an account opened in a customer's name pursuant to an application at the Customer's request, which is subject to the relevant Product Terms;
- 2.3 "**AML Laws**" - all applicable laws in any applicable jurisdiction which relate to prohibiting, monitoring and reporting on money laundering, financing terrorist activities and market abuse, including FICA, the Prevention of Organised Crime Act No. 121 of 1998, the Prevention of Organised Crime Act No. 121 of 1998, the Protection of Constitutional Democracy Against Terrorism and Related Activities Act No. 33 of 2004 and the Financial Markets Act No 19 of 2012;
- 2.4 "**Applicable Laws**" - any law (local or foreign) which we are required to comply with including any statutes, subordinate legislation, common law, regulations, ordinances, by-laws, directives, codes of practice, circulars, guidance or practice notices, judgments, decisions, standards and similar provisions;
- 2.5 "**App Store**" - a mobile application store from which you can download the Mobile Application;
- 2.6 "**Business Day**" - any day which is not a Saturday, a Sunday or an official public holiday in South Africa; ;
- 2.7 "**CPA**" - the Consumer Protection Act No 68 of 2008;
- 2.8 "**Customer**" - a person that is a customer of Shoprite and who uses any Electronic Channel;
- 2.9 "**Customer Care**" - Shoprite's customer care centre with the details indicated at 33;
- 2.10 "**Data Privacy Statement**" - the Shoprite Group's data privacy statement as amended from time to time and available at www.shopriteholdings.co.za/content/dam/shp/docs/shp-data-privacy.pdf;
- 2.11 "**Device**" - the equipment (including operating software) that you use to access the Electronic Channels and includes examples such as a personal computer, laptop, cell phone, smart phone, tablet, smart television, or any other similar technology;
- 2.12 "**Electronic Channels**" - any of the electronic channels made available by Shoprite to you from time to time, in terms of which you may access the Shoprite Products through the use of your Device including USSD, the Mobile Application, WhatsApp and the Site;
- 2.13 "**FAIS**" - the Financial Advisory and Intermediary Services Act No 37 of 2002;
- 2.14 "**FICA**" - the Financial Intelligence Centre Act No 38 of 2001;

- 2.15 "FSCA" - the Financial Sector Conduct Authority;
- 2.16 "Indemnified Parties" - Shoprite, any company in the Shoprite group of companies ("**Shoprite Group**") and any director, employee, representative, consultant, advisor or agent of either of Shoprite or the Shoprite Group;
- 2.17 "Loss" - any liability, loss, cost (including legal costs on an attorney and own client scale), expense, penalty, fee or damages (whether direct, indirect, consequential or of any other nature) and "**Losses**" shall be construed accordingly;
- 2.18 "**Mobile Application**" - Shoprite's mobile application that can be downloaded on your Device from an App Store;
- 2.19 "**POPIA**" - Protection of Personal information Act No 4 of 2013;
- 2.20 "**Product Terms**" - the terms and conditions that apply to a Shoprite Product, which can be accessed on the Site;
- 2.21 "**USSD**" - Unstructured Supplementary Service Data, which is a form of communication technology in terms of which you can send text messages from your mobile phone to an application program in Shoprite's network;
- 2.22 "**Shoprite Product**" - any product or service (including any financial products, including insurance products, and financial services product as defined in FAIS) offered by Shoprite to its customers from time to time;
- 2.23 "**Transaction**" - any transaction, activity or task which a Customer may carry out linked to any Shoprite Product or Account;
- 2.24 "**Value-added Services**" - the facilitation by Shoprite of the sale of certain products and services (for example, travel tickets and prepaid airtime), made available via the Electronic Channels from time to time, including without limitation Shoprite Insurance Company Limited non-life insurance products;
- 2.25 "**Verification Mechanism**" - a mechanism that will be used by Shoprite to verify your identity when you: (i) access any Electronic Channels; and (ii) issue instructions to Shoprite through Electronic Channels, including the use of Access Codes (for example, OTPs and other PINs); and
- 2.26 "**you**", "**your**", "**yours**" or "**yourself**" - the person reading this document and using any of the Electronic Channels and where applicable, the Customer.
- 3 Product Terms and other terms that apply**
- 3.1 You understand that your access to and use of any of the Electronic Channels is provided subject to these Terms and that in addition, your access to and use of any of the Shoprite Products are subject to the applicable Product Terms which may amend and / or supplement these terms to the extent indicated in such Product Terms.
- 3.2 Some Value-added Services, Shoprite Products and other products or services made available to you on our Electronic Channels may be provided by third-parties and may be subject to their own terms and conditions. These will be made available to you when you request these Value-added Services.
- 3.3 These Terms apply together with any Product Terms and other terms and conditions that govern our services, products and relationship with you. You must read these Terms together with all these other relevant terms and conditions. If there is a conflict between these Terms and any Product Terms, the provisions of the Product Terms shall apply, except if the conflict relates to the use of an Electronic Channel, in which case these Terms will apply.
- 4 Registering to use the Electronic Channels**
- 4.1 In order to use an Electronic Channel, you are required to complete the relevant registration process and provide the information and documentation required by Shoprite from time to time. You may only access and use the Electronic Channels which you are registered for.
- 4.2 To register to use an Electronic Channel, you will be required to provide certain personal information which is protected under the terms of our Data Privacy Statement (which can be accessed at <https://www.shopriteholdings.co.za/content/dam/shp/docs/shp-data-privacy.pdf>).
- 4.3 If you have any questions or would like more information about our Electronic Channels and any Shoprite Products, please visit the Site or contact our Customer Contact Centre at the details provided in 33.
- 5 Fees for using the Electronic Channels and Shoprite Products**
- The details of the fees you may be required to pay for using the Electronic Channels and the Shoprite Products are contained in a specific Shoprite Product's Product Terms.
- 6 No advice**
- 6.1 No information and content on the Electronic Channels is intended to be or to provide or to constitute in whole or in part financial, tax, legal, investment, financial or other advice.
- 6.2 All content on the Electronic Channels is only an invitation for you to do business with us.
- 6.3 Nothing contained on the Electronic Channels constitutes professional advice or an offer which is meant to get you to buy or sell something and is not to be relied on in making an investment or other decision.
- 6.4 No information and content on the Electronic Channels addresses the circumstances of any particular individual or entity. The information and content on and accessible through the Electronic Channels are provided by us as general information about us and our Shoprite Products. We do not guarantee the suitability or potential value of any information or particular Shoprite Product.
- 6.5 You are solely responsible for determining whether any Product is appropriate for you based on your personal and financial circumstances.
- 6.6 We recommended that you consult an independent legal and/or financial advisor regarding your specific needs.
- 6.7 By accepting these Terms, you acknowledge that you have received any required legal, financial or other advice or deemed it unnecessary to do so.
- 7 Security of Electronic Channels**
- 7.1 We may let you use the same Access Codes for all Electronic Channels because this is easier for you. You acknowledge that -
- 7.1.1 your Access Codes are for your own use only;
- 7.1.2 you will not share any Access Codes with any third-party or record such details in any way that may result in them becoming known to a third-party; and
- 7.1.3 once the correct Access Codes have been entered and submitted to Shoprite, we will accept and process all instructions relating to the Electronic Channel(s) accessed by way of those Access Codes, irrespective of whether the Access Codes may have been entered fraudulently or otherwise without your authority.
- 7.2 You must take all reasonable precautions to prevent any unauthorised or fraudulent use of your Access Codes. We are not responsible for any Losses you may suffer if you

- have not kept your Access Codes safe or where you have given your Access Codes to any other person.
- 7.3 If you ask us to de-activate or change any Access Code, we may request additional information to prove your identity or otherwise verify you.
- 7.4 We reserve the right to block your access to the Electronic Channels at any time if we believe it is necessary for security purposes or if we reasonably believe that your Access Code(s) have been or may be obtained or are being used or may be used by an unauthorised person.
- 7.5 Shoprite has reasonable security safeguards in place to protect your Access Codes and other personal or confidential information provided by you via the Electronic Channels. **However, you accept that while Shoprite will take all reasonable steps to prevent security breaches in respect of the Electronic Channels, any information sent over an unsecured link or communication system and the use of the Electronic Channels is susceptible to unlawful monitoring, interception or access by a third-party, for which Shoprite will not be responsible. Accordingly, you agree that use of the Electronic Channels is at your own risk.**
- 7.6 You must be vigilant to protect yourself against any potential fraud that can take place on your account. You must notify Shoprite immediately if you become aware of or reasonably suspect any unauthorised access to or use of your Access Codes or other fraudulent activity by contacting Customer Care at the details set out at 3.3. You are required to take appropriate steps to minimise any Loss or harm that may result from such unauthorised access. You agree not to respond to any email, SMS, instant message, phone call or other unsolicited correspondence that requests your Access Codes. We will never ask you to give us your Access Codes by email, SMS, phone call or instant message and if you respond to these messages and suffer Losses as a result of doing so, we will not refund you. Please send an email to: consumerc@shoprite.co.za to report phishing or any suspicious online transactions.
- 7.7 You must make sure that you log out of the Electronic Channel once you have finished using it to prevent anyone else from using it. We will also apply an automated time-out if the Electronic Channel is not used within a specified time frame. **If you do not disconnect after using an Electronic Channel, someone else may gain access to your account without your permission and could defraud you or steal your money. We will not be responsible for any Losses you may suffer if this happens.**

8 Verification Mechanisms

- 8.1 You may -
- 8.1.1 access the Electronic Channels; and
- 8.1.2 issue instructions to Shoprite through the Electronic Channels,
- by using a number of different Verification Mechanisms.
- 8.2 The Verification Mechanisms may differ depending on what type of Electronic Channel you are using.
- 8.3 Shoprite may, in its sole discretion and on its own accord, require you to change your Verification Mechanism (or any part thereof) from one type of Verification Mechanism to another (or one part of the Verification Mechanism to another part thereof).
- 8.4 You shall not have any say over the Verification Mechanism that Shoprite requires you to use despite the fact that Shoprite may allow its other Customers to use different Verification Mechanisms.

- 8.5 The Customer undertakes to keep all Access Codes and information relating to their relevant Verification Mechanism private and confidential.
- 8.6 Upon learning that your Verification Mechanism has been compromised or that there is an imminent threat that your Verification Mechanism will be compromised, you are required to immediately inform Shoprite of this by contacting Customer Care at the details in 3.3 and Shoprite shall be entitled to take the following steps –
- 8.6.1 cancel the processing of any instructions received through the Electronic Channels;
- 8.6.2 temporarily suspend the processing of any instructions received through the Electronic Channels; and / or
- 8.6.3 deactivate your access to the relevant Electronic Channel(s).
- 8.7 **Temporary verification mechanisms**
- 8.7.1 Should you be unable to access Shoprite's Electronic Channels through a Verification Mechanism, Shoprite shall provide you with a temporary or permanent replacement Verification Mechanism, subject to your identity being verified to the satisfaction of Shoprite.
- 8.7.2 When receiving a temporary Verification Mechanism, you will be required to access the relevant Electronic Channel and change the temporary Verification Mechanism to a personalised Verification Mechanism within the time period specified by Shoprite.
- 8.7.3 The change from the temporary Verification Mechanism to the personalised Verification Mechanism shall be subject to Shoprite approving the type of Verification Mechanism that can be used by you.
- 8.7.4 Should you fail to change the temporary Verification Mechanism to the personalised Verification Mechanism within the specified time period, you shall be liable for any Losses suffered as a result of such failure.
- 8.8 Shoprite retains the right to require the Customer to comply with any additional Verification Mechanism for certain transactions.

9 Transactions through the Electronic Channels

- 9.1 When using any of the Electronic Channels, you acknowledge that there is no face-to-face communication between you and Shoprite. You accordingly authorise Shoprite to effect Transactions in accordance with your instructions communicated to Shoprite through the Electronic Channels.
- 9.2 By making the Electronic Channels available to you, unless stated otherwise, Shoprite does not commit to concluding a Transaction with you.
- 9.3 Shoprite shall act upon all instructions that it receives from you through the Electronic Channels on the assumption that you are using your own Access Code to access the Electronic Channel. Once you have issued an instruction to Shoprite and complied with the relevant Verification Mechanisms, Shoprite shall be entitled to carry out the instruction. You can instruct us to transact in accordance with the services you have on your account. We will treat your instructions to us in accordance with the relevant Product Terms.
- 9.4 Shoprite is under no obligation to ensure that all of your instructions are carried out in the same period of time and in the same manner as all of your other instructions. You acknowledge that certain instructions may require a longer period of time to process than other transactions.

- 9.5 If you issue instructions for more than one Transaction, Shoprite shall be entitled to determine the order in which the Transactions are executed.
- 9.6 **Shoprite shall not be held liable for any Loss you suffer if you enter the wrong details in respect of a Transaction through the Electronic Channels.**
- 9.7 Once an instruction issued by you has been carried out by Shoprite, it may not be possible to reverse any Transaction resulting from such instruction and you shall not be entitled to cancel the instruction. Do not assume that we have received your instruction until we have told you that we have or we have actioned that instruction, whichever happens first. If you are not sure that an instruction or payment has gone through, contact Customer Care at the details at 33.
- 9.8 **Shoprite reserves the right to reject or suspend the execution of an instruction at any time should the value or frequency of the instruction appear suspicious or out of the ordinary to Shoprite. On rejecting or suspending the instruction, Shoprite undertakes to contact the Customer within a reasonable period of time and verify the instruction by such means as Shoprite may determine.**
- 10 Device requirements for Electronic Channels**
- 10.1 You shall be responsible for ensuring that you have the necessary Devices, software and access to third-party communication services to use the Electronic Channels and you shall be responsible for any costs incurred in relation to the purchase and use of such Devices, software and third-party- communication services.
- 10.2 Shoprite does not warrant that any Electronic Channel will be compatible with nor that it will operate with every type of Device. When you wish to use an Electronic Channel, you are responsible for –
- 10.2.1 finding out and ensuring that your Device is compatible with the relevant Electronic Channel and meets Shoprite's requirements, which may be published on the relevant Electronic Channel from time to time;
- 10.2.2 complying with any user guidelines applicable to the relevant Electronic Channel; and
- 10.2.3 ensuring the continued functionality of the Device through which the Electronic Channel is accessed, including for ensuring that the Device is: (i) in good working order; (ii) at all times updated to run on the latest version of your operating system; and (iii) operating in accordance with the relevant Device manufacturer's and licensor's specifications.
- 10.3 You acknowledge that the display, layout, look and feel of the content of the Electronic Channels may differ depending on the Device being used to access the relevant Electronic Channel.
- 10.4 Shoprite reserves the right to determine the number of Devices which may be linked to the specific username and password for access to the Electronic Channels.
- 10.5 **If the Device which you use to access any Electronic Channel is lost, stolen, or not in your possession, you must immediately inform us. We will not be responsible for any Losses you may suffer because you did not de-authorise that Device.**
- 10.6 **Do not use public Devices (for example, a computer at an Internet Café). Public Devices are not safe because there may be dangerous software or hardware on them. For example, spying technology can be used to find out numbers of passwords you type on a keyboard. These could be used to get your Access Codes and defraud you or steal money from you.**
- 11 Restrictions on use of Electronic Channels**
- 11.1 You agree that you shall not -
- 11.1.1 use the Electronic Channels in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms or use the Electronic Channels for any unlawful illegal activities;
- 11.1.2 collect or harvest any information or data from Shoprite or Shoprite's systems or attempt to decipher any transmission to or from Shoprite's servers; and/or
- 11.1.3 upload, store or share inappropriate or illegal images or content that breaches the rights of others.
- 12 Limited functionality and availability of Electronic Channels**
- 12.1 You acknowledge that each Electronic Channel provides for different levels of functionality.
- 12.2 You understand that you may not have full functionality if you access any services or Shoprite Products through a particular Electronic Channel.
- 12.3 You acknowledge that the Electronic Channels may not always be available for any reason, including without limitation –
- 12.3.1 equipment (hardware) failures;
- 12.3.2 software or technical malfunctions;
- 12.3.3 routine or emergency maintenance;
- 12.3.4 problems with a telecommunication or electricity service; or
- 12.3.5 other circumstances beyond the control of Shoprite, which causes are not reasonably foreseeable by Shoprite.
- 12.4 The use of an Electronic Channel is in addition to and not in substitution of other Electronic Channels provided by Shoprite. Where an Electronic Channel is unavailable, you must use another service channel or Electronic Channel and take reasonable steps to minimise Loss or risk to you.
- 12.5 Shoprite may stop providing the Electronic Channels, any Value-added Services or Shoprite Product provided on the Electronic Channels at any time. We will try to notify you within a reasonable time of such changes being made. You agree that it will be sufficient to notify you by publishing a notice on the Site. We may also send you an SMS (text message) depending on the required change. We may also, at our discretion, offer additional functionality and options as part of the Electronic Channels from time to time.
- 12.6 **Shoprite shall not be held liable for any Losses suffered by you as a result of the Electronic Channels being unavailable.**
- 12.7 **We also reserve the right to suspend your access to the Electronic Channels without notice in the event that Shoprite reasonably suspects that you are using the Electronic Channels for any unlawful purpose and/or activity and/or whenever it deems such action necessary in its absolute discretion.**
- 13 Links to other information and third-party software**
- 13.1 Certain content available on the Electronic Channels may include content belonging to third-parties. We may provide links to third-party websites or mobile applications as a convenience to you. **You acknowledge that we are not responsible and/or liable for the following and/or its accuracy -**
- 13.1.1 **all content belonging to third-parties on the Electronic Channels; and**

- 13.1.2 any content featured on third-party websites or mobile applications which are accessed via links that are found on the Electronic Channels.
- 13.2 If we make third-party software (or applications) available for download through our Electronic Channels, you download and use such software at your own risk. **Shoprite makes no warranty about any software on our Electronic Channels and the license agreement for such software will be between you and the third-party that owns the software. You accordingly indemnify us and hold us harmless against your breach of any license agreement.**
- 13.3 Shoprite does not guarantee or suggest that any file, download or application on the Electronic Channels are safe to use on any Device. While we take reasonable precautions to keep our Electronic Channels secure, we cannot guarantee that the Electronic Channels do not have software or data that can negatively affect your Device, such as viruses, trojans and other dangerous software. It is your responsibility to ensure that you have the necessary anti-virus or anti-malware software on your Device. **We will not be responsible for any delays or errors that may arise or if you are unable to access any Electronic Channel because of your Device, software or services provided to you by third-parties.**
- 13.4 We do not expressly or implicitly warrant:(i) the licensors' ownership of any software provided on the Electronic Channels; or (ii) rights of use of any licensor; and (iii) that any software is suitable for its purpose.

14 Connectivity Costs

You acknowledge that -

- 14.1 Shoprite will not be responsible for any mobile operator or Internet service provider's network and / or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting your access to the Electronic Channels; and
- 14.2 your mobile network operator (cellphone service provider) or internet service provider may charge you for accessing and using the Electronic Channels via a mobile network or Wi-Fi connection, and that you are solely responsible for such charges.

15 Monitoring and surveillance

- 15.1 You agree that we may monitor and record your communications on the Electronic Channels for the following purposes -
- 15.1.1 to process Transactions;
- 15.1.2 to maintain the overall security of the Electronic Channels;
- 15.1.3 to maintain the effective functioning and safety of the Electronic Channels; and
- 15.1.4 to investigate or detect any unlawful activities in relation to the Electronic Channels.
- 15.2 Shoprite uses cookies in order to collect information pertaining to your general use of the Electronic Channels. This information may be used by Shoprite for statistical and product research purposes.

16 Value-added Services

- 16.1 You acknowledge that Shoprite shall not constitute a party to any agreement in terms of which you receive Value-added- Services.
- 16.2 Although the conclusion of an agreement in terms of which you receive Value-added- Services may be facilitated by Shoprite, you acknowledge that the agreement shall be between you and the third-party supplier of the Value-added Services and that the purchase of such Value-added

Services from the third-party supplier shall be subject to the terms and conditions of the relevant third-party supplier. If you have any questions about your purchase of Value-added- Services, please contact the third-party supplier of those services directly. Unless otherwise expressly prescribed in terms of FAIS, **we will not be responsible for any Losses you suffer because of something which a third-party supplier has or has not done.**

- 16.3 You shall at all times be responsible for ensuring that you enter the correct details (such as their mobile number) into Shoprite's Electronic Channels whenever we facilitate your purchase and receipt of Value-added- Services.

17 Your use of the Mobile Application

- 17.1 This 17 (your use of the Mobile Application) applies if you download or use the Mobile Application.
- 17.2 Shoprite hereby grants you a non-assignable, non-sub-licensable, non-transferable, non-exclusive license to install and download the Mobile Application (including any updates or upgrades) and to access and use the services and functionalities available via the Mobile Application on compatible Devices owned and / or lawfully controlled by you, for your personal use only. The license is limited to you alone and cannot be transferred by you to a third-party.
- 17.3 You must ensure that you download and use the latest version of the Mobile Application. If you do not install the latest version of the Mobile Application, the Mobile Application may not function correctly or you may experience security and / or data flaws, for which Shoprite will not be liable under any circumstances. If you download the Mobile Application from any App Store, you agree that you will comply with and be bound by any terms and conditions prescribed for the use of such App Store by any third-party, in addition to these Terms.

18 Data Privacy Statement - your personal information

- 18.1 Our collection and use of personal information in connection with your use of the Electronic Channels is subject to the terms of Shoprite's Data Privacy Statement located at <https://www.shopriteholdings.co.za/content/dam/shp/docs/shp-data-privacy.pdf>. Your continued access to and use of the Electronic Channels constitutes your acknowledgement that you have read and agreed to be bound by the Data Privacy Statement.
- 18.2 Further to the Data Privacy Statement, Shoprite respects your privacy and will take reasonable measures to protect it, as more fully detailed below. Should you decide to register to use any of our Electronic Channels, we may require you to provide us with personal information which includes but is not limited to –
- 18.2.1 your name and surname;
- 18.2.2 your photograph or selfie to verify or identify you;
- 18.2.3 Where relevant to the Shoprite Product, your bank statements and other financial statements, proof of funds documentation, identity documents, proof of residence documentation, physical address, postal address, tax certificate (including tax number);
- 18.2.4 your email address;
- 18.2.5 your mobile number;
- 18.2.6 your identity number; and
- 18.2.7 your date of birth.
- 18.2.8 **In registering to use any Electronic Channels, you are required to provide us with complete and accurate information about yourself. By doing so, you warrant that the information provided is correct. In the event that you change any of your personal information,**

you must notify us of such changes as soon as is reasonably possible through Customer Care at the details at 33.

18.3 You agree that Shoprite may make enquiries to confirm and verify any information provided by you in any application form.

18.4 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

18.5 Subject to 18.6 below, we will not, without your express consent -

18.5.1 use your personal information for any purpose other than as set out below and in our Data Privacy Statement:

18.5.1.1 to provide, improve and maintain services and functionalities to you through our Electronic Channels (including access to Shoprite Products and Value-added- Services);

18.5.1.2 opening and managing your Account and profile on the Electronic Channels;

18.5.1.3 complying with our legal obligations;

18.5.1.4 investigating and detecting any unlawful activities in relation to your account on any Electronic Channel.

18.5.1.5 analysing information in order to identify new trends and develop new products and services;

18.5.1.6 contacting you regarding current or new promotional products or rewards or any other goods provided we are lawfully entitled to do so and you have not opted out from receiving marketing material from Shoprite; and

18.5.1.7 in order to receive services from any of Shoprite's service providers or agents, whether such service providers or agents are situated within or outside of the borders of South Africa; or

18.5.1.8 disclose your personal information to any third-party other than as set out below:

18.5.1.8.1 to our employees and / or third-party service providers who assist us to interact with you via our Electronic Channels, email or any other method, in relation to your Account or profile on any Electronic Channel, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;

18.5.1.8.2 to our divisions and / or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from Shoprite);

18.5.1.8.3 to law enforcement, government officials, fraud detection agencies or other third-parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms; and

18.5.1.8.4 to our service providers (under contract with us) who help with parts of our business operations (marketing, financial services, technology

services etc.). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit.

18.6 We may use or disclose your personal information if such use or disclosure is required in order to comply with any Applicable Laws, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of fraudulent activity, Shoprite is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

18.7 We will ensure that all of our employees, third-party service providers, divisions and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

18.8 We will -

18.8.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this 18;

18.8.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

18.8.3 provide you with access to your personal information to view and/or update personal details;

18.8.4 provide you with reasonable evidence of our compliance with our obligations under this 18 on reasonable notice and request; and

18.8.5 upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

18.9 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

18.10 Shoprite undertakes never to sell or make your personal information available to any third-party other than as provided for in this 18.

18.11 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst it is in our possession or under our control, made by third- parties who are not subject to our control, unless such disclosure is as a result of our gross negligence or fraud.

18.12 If you disclose your personal information to a third-party, such as an entity which operates a website linked to the Electronic Channels or anyone other than Shoprite, **Shoprite shall not be liable for any Losses, howsoever arising, suffered by you as a result of the disclosure of such information to the third-party.** This is because we do not regulate or control how that third-party uses your personal information. You should always ensure that you read the privacy policy of any third-party.

18.13 By accepting these Terms, you acknowledge that Shoprite has a lawful right to process your personal information in relation to the Shoprite Products and these Terms and that you voluntarily consent to the processing of your personal information by Shoprite in accordance with the above.

19 Marketing by post, email or text message (SMS)

We may use your personal information to contact you about products, services and special offers from us or other companies in our network that may interest you against a lawful basis for us to do so. We will do this by post, email or text message (SMS). If you decide that you do not want us to do this, you can opt-out of receiving these communications by contacting us at the details set out in 33.

20 Our intellectual property

- 20.1 We are the owners of the copyright and all other intellectual property rights (including all registered and unregistered trademarks) in and to the Electronic Channels as well as all content on or sent through the Electronic Channels.
- 20.2 The logos and trademarks on our Electronic Channels belong to us or third-parties and nothing in these Terms or in any Electronic Channel gives any person the right to use any trademark or intellectual property without our prior written permission. The use of the Electronic Channels is licensed only to you and you will not grant any rights of use or any other rights in respect of the Electronic Channels or any intellectual property rights therein to any other person.
- 20.3 **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 relating to your unauthorised use of the Electronic Channels and / or any intellectual property rights flowing therefrom.**
- 20.4 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the Electronic Channels, their content, including any intellectual property rights in the Electronic Channels, their design, any updates and / or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all content belonging to third-parties that is found on the Electronic Channels and / or any content featured on the websites which are accessed via links that are found on the Electronic Channels. You may not sub-license such third-party content, including intellectual property rights associated with such third-party content.
- 20.5 You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise (collectively referred to as "**linking**"), or any other reference, to the Electronic Channels.
- 20.6 Shoprite shall retain the right to pursue legal action against any person that infringes any of our intellectual property rights.

21 Warranties by you

You warrant that -

- 21.1 if you are a natural person, you have full contractual capacity and no court has declared you mentally unfit;
- 21.2 if you are a natural person that you are permanently resident in the Republic of South Africa and if you are a juristic person that you have established a place of business in accordance with Applicable Laws in South Africa;
- 21.3 in the case of a juristic person, the person operating the Electronic Channel on behalf of such juristic person is duly authorised to do so, including in terms of any Products Terms;
- 21.4 you have been informed that you can refer any questions that you may have to us at the details at 33;
- 21.5 you have given us the correct information; and
- 21.6 you have read and understood these Terms, before entering into this agreement and accepting same.

22 Disclaimer and limitation of liability (limits to our responsibility to you)

- 22.1 Whilst all reasonable precautions have been taken, Shoprite does not warrant that the Electronic Channels or any downloads via the Electronic Channels are free from viruses or destructive code. **Shoprite and any the Indemnified Parties are not liable for any damages whatsoever relating to your use of the Electronic Channels or information made available on the Electronic Channels or your inability to use of the Electronic Channels or any of the information on the Electronic Channels.**
- 22.2 In addition, and to the extent that it is lawful to do so, Shoprite disclaims all warranties and conditions with respect to the Electronic Channels, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.
- 22.3 Your use of the Electronic Channels is influenced by factors beyond our control such as network coverage and the availability of your Internet service provider. **Accordingly, Shoprite shall not be held liable for any Losses suffered by you under circumstances in which you cannot access the Electronic Channels due to problems with your internet service, mobile service provider or Device connectivity or other issues.**
- 22.4 Shoprite cannot guarantee the accuracy of the information that may be accessed by you through the use of the Electronic Channels. **Accordingly, Shoprite shall not be held liable for any Losses suffered by you should you rely upon such information to your detriment.**
- 22.5 Except to the extent that Shoprite has acted fraudulently or with gross negligence, and to the extent permissible in law, Shoprite and any of its Indemnified Parties shall not be liable for any Losses caused to you by any of the following:
- 22.5.1 **someone finding out any of your Access Codes;**
 - 22.5.2 **any technical issues that may arise in respect of the Electronic Channels, including examples such as defects, interruptions, malfunctions, downtime, or any other technical failures;**
 - 22.5.3 **any person gaining access to your Account on an Electronic Channel as a result of your negligence;**
 - 22.5.4 **any failure or problem affecting goods or services provided by any third-party, for example, a telecommunication service provider, Internet service providers, electricity suppliers or local or other authority;**
 - 22.5.5 **non-delivery or delayed delivery of notifications;**
 - 22.5.6 **failures or delays caused by third-party- service providers;**
 - 22.5.7 **the Electronic Channels being unavailable;**
 - 22.5.8 **the loss of or damage to any personal or other information of the Customer as a result of any technical issues, power failures, unlawful acts (such as data theft), a harmful computer program or virus, or the Customer's negligence; and**
 - 22.5.9 **any event that Shoprite has no direct control over.**

23 Your responsibility for Losses

You hereby indemnify and hold Shoprite (including any Indemnified Parties) harmless against any Losses that we may suffer as a result of your breach of these Terms, or as a result of incorrect, unauthorised and/or unlawful instructions provided to Shoprite by you, provided that Shoprite did not act fraudulently or with gross negligence.

24 Financial Products

24.1 Some, but not all, of the Shoprite Products qualify as financial services and / or financial services under FAIS, including insurance products.

24.2 Some, but not all, of the Value-added- Services qualify as intermediary services under FAIS.

25 Financial Regulatory Notices

25.1 Shoprite Checkers Proprietary Limited is an authorised financial services provider, with FAIS Licence No 7732, authorised by the FSCA. Shoprite is authorised in respect of the following products / the products as reflected on the FSCA register from time to time at https://www.fsc.co.za/Fais/Search_FSP.htm:

Category Description	Advice Automated	Advice Non-automated	Intermediary Scripted	Intermediary Other
CATEGORY I				
Long-Term Insurance subcategory A			X	X
Short-Term Insurance Personal Lines	X		X	X
Long-Term Insurance subcategory B1	X		X	X
Long-term Insurance subcategory B1-A	X		X	X
Short-term Insurance Personal Lines A1	X		X	X
Long-term Deposits	X		X	X
Short-term Deposits	X		X	X

25.2 Shoprite Insurance Company Limited is a licenced non-life insurer, with insurer number I199, authorised by the Prudential Authority. Shoprite Insurance Company Limited is a company within our group and we distribute its (non-life) insurance products.

25.3 Unless specifically stated otherwise, the information contained in the Electronic Channels is of a factual nature only and is not intended to canvass investment in, market, advertise or promote any product or service. Information provided on the Electronic Channels does not itself constitute a "financial service" "advice" or an "intermediary service" as defined in FAIS or any other regulated service, activity or conduct regulated by the FSCA or the prudential Authority and is not it intended to solicit or promote a financial product in any way.

25.4 For details about our **conflict-of-interest management policy**, [CLICK HERE](#).

25.5 For details about our **anti-bribery and corruption policy**, [CLICK HERE](#).

25.6 For details about our **anti- money laundering and terrorist financing** policy in regard to each regulated Shoprite Product, please refer to the Product Terms applicable to the regulated Shoprite Product in question.

26 ANTI-MONEY LAUNDERING

26.1 We are an Accountable Institution under FICA in respect of some of the Shoprite Products.

26.2 FICA and AML Laws impose certain duties on accountable institutions that might directly or indirectly be involved in or used for money laundering purposes. In line with our statutory obligations under AML Laws, we may disclose information or deliver documents regarding you, any transaction to which you are a party and/or your Shoprite Products to the Financial Intelligence Centre (the "FIC"), the South African Police Services and/or any other governmental authority. Where we are required or we reasonably believe that we are required to report transactions or activities, we will not be liable in any way for any consequences of doing so.

26.3 Please be aware that we may be prohibited under AML Laws from disclosing to you that we intend to or that we have disclosed information or documents to the FIC or any other governmental authority in connection with you, any transaction to which you are a party and/or your Shoprite Products.

27 Changes to these Terms

27.1 We may make changes or updates to these Terms, or any of our Shoprite Products from time to time. We may do this by posting the updated Terms on our Site or the Electronic Channels, or by sending you an email, text message (SMS) or post. In the event that you proceed to use the Electronic Channels after such notification has been posted via the Site or where you have been notified via email, text message (SMS) or post, you agree that you will be deemed to have accepted the amended Terms.

27.2 Without limiting 27.1, you will be allowed to cancel these Terms in the event that you do not accept any material changes made by Shoprite to these Terms or the Electronic Channels, by written notice to Shoprite to be given within Seven Business Days of the change taking effect. In such a case, you must immediately stop using the Electronic Channels. If you do not notify us of your intention to cancel these Terms within the seven Business Day period, we can assume that you have accepted the amended Terms.

28 Non-compliance with these Terms

28.1 We may stop you from using the Electronic Channels if you breach a clause of these Terms and do not remedy it within five Business Days after we have asked you to. We may still take other steps available to us, including applying to court for an urgent interdict order against you.

28.2 Shoprite or you may cancel these Terms by giving 30 days' prior written notice to the other, except that Shoprite in its sole discretion may cancel these Terms without prior notice to you on reasonable grounds when deemed appropriate, including where:

28.2.1 we believe or suspect your Account, or the Electronic Channels are being used unlawfully; or

28.2.2 we must do this for legal reasons.

28.3 You agree that you will immediately stop using the Electronic Channels and de-install the Mobile Application on termination of these Terms for whatever reason.

29 Dispute resolution and complaints procedure

29.1 If you have a complaint about your use of the Electronic Channels or these Product Terms, please follow our internal complaints process, which is available at the Site, or from our Customer Care with the details at 33.

29.2 You can complain about any dissatisfaction relating to products and / or services provided by Shoprite.

29.3 We should always be given the opportunity to resolve the complaint. However, should you be dissatisfied with our response, you have the right to refer your complaint to the relevant Ombudsman, as set out below in more detail.

29.3.1 Complaints relating to financial services (including intermediary services) provided by us

Only complaints relating to financial services provided by us, as an authorised financial services provider, may be directed to the Financial Advisory and Intermediary Services Ombud ("FAIS Ombud"). The FAIS Ombud acts independently and objectively.

Contact details for the FAIS Ombud:

Physical address
125 Dallas Avenue
Menlyn Central
Waterkloof Glen
Pretoria
0010

Postal address
PO Box 41
Menlyn Park
0063

Client contact division
Tel: +27 12 762 5000
Sharecall: 086 066 3274
Email: info@faisombud.co.za
www.faisombud.co.za

29.3.2 **Complaints relating to other Shoprite Products**

If you have a complaint that does not relate to financial services, you may approach the Consumer Goods and Services Ombud ("CGSO") or a similar forum.

Physical address
292 Surrey Avenue
Ferndale
Randburg

Contact information
Tel: +27 (0) 11 781-2607
Shared Call: 0860 000 272
Email: Contact info@cgso.org.za
<https://www.cgso.org.za/cgso/decision-tree/>

29.4 Complaints relating to any product you purchased using our Value-added Services will be regulated by the agreement between you and the third-party supplier of the Value-added Services. Where the third-party supplier of the Value-added Services is an insurer, you may have recourse to the relevant Insurance Ombudsman.

29.5 Alternatively, if you wish to pursue legal action against Shoprite, you may approach any appropriate forum including a South African court having the necessary jurisdiction.

30 **Legal notices**

30.1 We choose the registered address under 33 as the address where any legal document or notice must be served or delivered to us (our *domicilium citandi et executandi*).

30.2 If you supply a physical address when you register for any Electronic Channel, this will be the street address at which notices may be given and documents in legal proceedings may be served or delivered (your *domicilium citandi et executandi*).

30.3 We may send other written communications or notices (including a notice about a change to these Terms) to by email to your email address or text message (SMS) to your mobile number.

30.4 Any communication from us to you will be regarded as having been sent at the time shown on the communication or on our transmission logs. In any proceedings or dispute, our records certified as correct by the Shoprite staff member in charge of the Electronic Channel, will be sufficient proof of any instructions you have given us or transaction you have performed on the Electronic Channels, the content or services on any Electronic Channel or Value-added Services, unless you can prove otherwise.

31 **Applicable law and jurisdiction**

31.1 The laws of South Africa govern these Terms.

31.2 You hereby consent to the non-exclusive jurisdiction of the Magistrates Court. However, Shoprite may elect to institute proceedings in the High Court (in its sole discretion), in which case Shoprite and you consent to the non-exclusive jurisdiction of the High Court of South Africa (Western Cape Division, Cape Town), or any successor thereto.

32 **General**

32.1 Headings in these Terms are only for information and may not be used to interpret these Terms.

32.2 South African time applies when working out any dates or times.

32.3 If any dispute results from technical issues related to an Electronic Channel, a court will interpret these Terms practically without focusing too much on technical issues.

32.4 Any extension of time or other indulgence we may allow you will not affect any of our rights, whether the indulgence is express or implied. We do not waive (give up) any of our rights.

32.5 If any clause or part of a clause in these Terms is invalid or illegal or cannot be enforced, the other clauses or other part/s of the clause, as the case may be, will still be valid.

32.6 You must make sure you understand exchange control regulations and fully comply with them when you use the Electronic Channels to transact outside of South Africa.

32.7 You are responsible for making sure that you never use the Electronic Channels for any illegal purpose. You will be legally responsible for any illegal transactions that you make.

32.8 Your rights and obligations under these Terms are not transferable. We are allowed to transfer our rights and obligations.

32.9 These Terms are the only record of the contract between us and you in regard to the subject matter and nothing else said or done by us or you forms part of the Terms unless we have notified you of a change and such change has taken effect in accordance with these Terms.

32.10 In the Terms -

32.10.1 any reference to any Applicable Law shall be to the latest version or substitution of that law;

32.10.2 where any number of days is to be counted, we will start counting from the day after the first day and if the last day falls on a Business Day, the time period will end on the next Business Day;

32.10.3 any reference to days (other than Business Days), months or years shall be a reference to calendar days, calendar months or calendar years, respectively; and

32.10.4 the use of the word "**including**", "**includes**" or "**include**" followed by a specific example/s does not limit the general meaning of what came before it.

33 **Shoprite information**

Our full name and legal status: Shoprite Checkers Proprietary Limited, being a private company incorporated in terms of the laws of the of South Africa, with registration number 1994/007994/06	
Street address	Cnr William Dabbs Street and Old Paarl Road, Brackenfell, 7560, Western Cape
Postal address	PO Box 215, Brackenfell, 7561, Western Cape
Physical address for receipt of legal service	Cnr William Dabbs Street and Old Paarl Road, Brackenfell, 7560, Western Cape
Main business	Fast Moving Consumer Goods Retailer

Website address	www.shoprite.co.za
Official email address	Legal@shoprite.co.za
Governing law for these Terms	South Africa
Contact Details	Email Contact Call Centre: 0800333385 Complaints to be sent to: consumerc@shoprite.co.za
Customer Care	Telephone line - 0860 010 709 Email – consumerc@shoprite.co.za