



## Money Market Account

### TERMS OF USE

(Version effective from August 2020)

#### 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 ('Money Market Account').
- (2) When registering for the Money Market Account with us, you are agreeing to start a legal relationship with us and you agree to be bound by these terms and conditions (Terms) that will apply to your legal relationship with us. These Terms apply to registration as well as to the use of your Money Market 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 Money Market 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.shoprite.co.za>. You should receive notices about any changes to these Terms, but it is at all times your responsibility to review the Terms before using your Money Market Account, and to take note of any changes.
- (5) If you agree to these Terms and use of our products, we will assume that you understand and accept everything contained in this document, including the provisions appearing in bold.

#### PART A: GENERAL INFORMATION

##### 1. Our contact details

- Shoprite Checkers (Pty) Limited is a private profit company duly incorporated in terms of the laws of the Republic of South Africa, with registration number 1929/001817/07. Our head office is at the corner of William Dabbs Street and Old Paarl Road, Brackenfell, Cape Town.
- If you need any help with your Money Market Account or if there is anything that you do not understand, please contact our Money Market Account Helpline at 0860 01 07 09 or email us at [help@moneymarketaccount.co.za](mailto:help@moneymarketaccount.co.za). You can also contact us through our Shoprite web portal at <http://www.shoprite.co.za> (**web portal**).

##### 2. Transactions you can carry out using your Money Market Account

At the time of drafting these terms, the only available product on the Money Market Account is the Savings Stamps Wallet which can be used for the following transactions:

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

## **PART B: REGISTRATION**

### **1. Creating your Money Market Account**

Before creating your Money Market Account and being able to transact, please take note of the following

- You must be 18 (eighteen) years or older; and
- You must have a valid South African Identity Number or passport number.

You can open a Money Market Account by downloading the mobile app or by dialling the USSD string provided via your mobile phone. We will need proof of your identity and your mobile number.

You must meet all the criteria we have set for opening a Money Market 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. It is your responsibility to make sure that your mobile phone works with the app, alternatively you may dial the USSD string provided (standard rates apply).

### **2. Personal Information and privacy**

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

You agree that we may collect your Personal Information from you for the purposes set out below:

- to register and maintain your Money Market Account, verify and update your details, and verify that you qualify to have a Money Market Account;
- to enable, process and record the transactions on your Money Market 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 and affiliates;
- if your express consent has been obtained, 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.
- Shoprite will only retain your Personal Information for as long as required by law or by business requirements.

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 Money Market Account complete, accurate and up to date. Please update your profile immediately if anything changes. You can do this from your mobile phone or via the app.

**YOU WARRANT THAT ALL INFORMATION YOU GIVE US IS TRUE, ACCURATE, COMPLETE AND UP TO DATE AND THAT WE 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 MONEY MARKET ACCOUNT**

### **1. Access and authorisation**

To access your Money Market Account and carry out transactions on it you must dial \*120\*3534# from your mobile phone and follow the prompts to choose the transaction you want to carry out or log into the mobile app.

Each time you access your Money Market Account you will have to enter your 5-digit PIN. It is your responsibility to make sure that you keep your 5-digit PIN secret and that you prevent the unauthorised use of such PIN. If your 5-DIGIT PIN is compromised, or if you become aware of any unauthorised activity on your Money Market Account, you must notify our Money Market Account Helpline at TBC immediately, alternatively you can email us on [help@moneymarketaccount.co.za](mailto:help@moneymarketaccount.co.za). **YOU ALONE ARE RESPONSIBLE FOR ANY UNAUTHORISED USE OF YOUR PASSWORD AND FOR ALL TRANSACTIONS CARRIED OUT USING YOUR MONEY MARKET ACCOUNT.**

## 2. Carrying out transactions

The rules below will apply to all transactions you carry out your Money Market Account. You can only use your Money Market Account at participating outlets and through the web portal. All transactions will be done in South African Rands. You may not use your Money Market Account for any purpose or in any manner except as we describe in these Terms. As mentioned above, at the time of drafting these terms, the only available product on the Money Market Account is the Savings Stamps Wallet which can be used for the following transactions:

- **Cash-in** – You or anyone else may transfer money into your Money Market Account or hand us money at a participating outlet to deposit into your Money Market Account. The person making the deposit must enter the 8-digit token generated on the Money Market Account USSD or App so that we can allocate the money to your Money Market Account. After we have allocated the money to your Money Market Account, it will show as an available balance that you can use in line with these Terms.
- **Transfer** – You may send money from your Money Market Account to another Money Market 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.
- **Sending and Paying someone** – You may pay money to a third-party beneficiary from your Money Market 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 an SMS notification to the recipient, notifying them that money has been transferred to their Money Market Account. The recipient does not have to have a registered Money Market Account when you send money to them. The money will be available in their Money Market Account as soon as they register. App users can also scan another user's Money Market Account QR code, to send money to that user.
- **Purchases** – You may use your Money Market Account to pay for goods and/or services at any participating outlet or through the web portal. The transaction will be approved only if you have enough money in your Money Market Account. To

complete the transaction, you must present the 8-digit token that we have given to you at the participating outlet or through the web portal.

- **Balance enquiries** – You may check the balance on your Money Market Account and get a transaction history at any time. To do this, you must dial \*120\*3534# and follow the prompts correctly alternatively log into the mobile app.

It is your responsibility to keep your PIN and token 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.**

You agree that we do not have to contact you when we receive transaction instructions.

In the event of value added services being purchased from your Money Market Account and not received, it is your responsibility to contact the customer call centre to escalate the matter. Shoprite will in no way be liable for any value added services not received by you and you alone are responsible for escalating the matter and ensuring that the correct procedure is followed in ensuring receipt of the service.

### **3. Savings Stamp Wallet**

It should be noted that the Savings Stamps Wallet is a closed loop product, accordingly, money can never be withdrawn from the wallet, same can only be utilised for in-store purchases, third party payments (into the third party's savings stamps wallet), money transfers (into a savings stamp wallet) or purchasing value-added services.

### **4. Fees**

We will set out our transaction fees and any changes to them, if applicable, at participating outlets and through the mobile app.

**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 Money Market 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 Money Market Account.
- If we accept the return of goods you have bought at one of our participating outlets or through the web portal using your Money Market Account, we may decide, in our discretion, to credit your Money Market Account with the amount you paid for the goods, or to refund using a gift card, or the savings stamps wallet in the Money Market Account. Credits may take up to 24 (twenty-four) hours to show in your Money Market Account.

## 6. Availability

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

Circumstances beyond our control may cause a service interruption that stops you from accessing your Money Market Account for some time. These service interruptions can be caused by things like power failures or blackouts, system or network failures, wars, strikes or natural disasters.

We are under no obligation to inform you about these service interruptions before they occur if we do not have sufficient time, but we will try and let you know before a service interruption occurs if it is possible in the situation.

**You agree that we will in no way be held legally responsible to you in any way due to any interruptions which were beyond our reasonable control.**

## 7. Abuse

You may not use your Money Market Account in any manner that is abusive, unlawful or 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 Money Market Account. If we are notified, or have reason to believe, that you are abusing your Money Market Account or that you are using it unlawfully, fraudulently or against these Terms, we may suspend (stop) or end access to your Money Market 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 Money Market Account may be closed:

- by you, at any participating outlet. If there is any money in your Money Market Account when you close it, we can decide to refund you on a gift card or the balance needs to be depleted.
- by us:
  - to comply with any legal or regulatory requirement;
  - if you go against these Terms; or
  - if we end our Money Market Account service.

If we close your Money Market Account and the law allows us, you have the right to receive payment of all the money in your Money Market 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 THE MONEY MARKET ACCOUNT AT YOUR OWN RISK. WE DO NOT GIVE ANY WARRANTIES ABOUT THE MONEY MARKET ACCOUNT SERVICE AND WE DO NOT GUARANTEE THAT YOUR MONEY MARKET ACCOUNT WILL ALWAYS BE AVAILABLE FOR YOU TO USE OR THAT ALL TRANSACTIONS WILL BE CORRECTLY PROCESSED.**

**UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY KIND OF CLAIM, LOSS OR DAMAGE THAT HAS TO DO WITH THE USE OF YOUR MONEY MARKET 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. Notices and addresses**

10.1 If we need to send you any communication about these Terms, including notices, consents or approvals, you agree that we may use the latest contact details you have given us. You agree that we may give you any notice either in writing or verbally.

10.2 If your need to send us any notice, you may use the contact details as listed in Part A, paragraph 1.

10.3 Unless the contrary can be proved, a notice will be deemed to be delivered and received by you –

- a) When you actually receive the notice, even if it was sent to an incorrect address or number;
- b) When such notice is left at your last known home or work address;
- c) When we receive confirmation that a message was delivered to your mobile number;
- d) One hour after we leave a telephone, mobile or voice mail message for you; or
- e) One hour after sending an email to the email address that you provided us with.

## **11. Indemnity**

11.1 You hereby agree that we will in no way be liable to you for any loss or damage that you may suffer as a result of using the Money Market Account service.

11.2 We, our directors, employees, representatives, sponsoring bank or agents will not be liable for any loss or damage caused to you or any other person because of something we do or do not do. This includes indirect, incidental and consequential loss or damage.

11.3 You also agree to pay us for any damage, loss, costs or expenses which we may suffer or incur as a result of you breaching any of these Terms, including:

- a) Not having the required funds to complete any transaction;
- b) Not providing the necessary funds following an instruction affected by you; or
- c) Us receiving incorrect or unauthorised instructions from you and acting on such incorrect or unauthorised instructions, except where we have acted fraudulently or in bad faith in completing such instruction, in which case, our liability shall be restricted for any loss.

## 12. 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 the Money Market Account or anything that may result from it.
- You agree to the non-exclusive jurisdiction of a South African Magistrate's Court for any legal proceedings arising out of or in connection with these terms or your relationship with us.
- These Terms will be incorporated into and regulate all transactions which you make using the Money Market 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.