



## SHOPRITE MONEY MARKET ACCOUNT

### TERMS AND CONDITIONS

(Effective date – July 2022 (v1))

#### IMPORTANT NOTICE

- (1) Shoprite Checkers (Pty) Ltd, Grindrod Bank Limited and its affiliates and subsidiaries in South Africa (“we, us or our”) offers a service to customers where such customers (“you, your”) may apply for and carry out certain transactions using a mobile wallet account registered with us (‘Shoprite Money Market Account’).
- (2) When registering for the Shoprite 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 Shoprite Money Market Account and all transactions you carry out through the account.
- (3) By registering for the Shoprite Money Market Account with us, you thereby acknowledge that you are establishing a business relationship with us, the nature and intended purpose of which, is to open a low-cost transactional account for your direct personal use only.
- (4) 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 Market Account.
- (5) We may change these Terms from time to time. We will provide you with at least 20 (Twenty) business days’ notice before the implementation of changes in these Terms, fees and charges, the discontinuation of products and / or services and the relocation of premises and such notice will be provided on our website at <http://www.shoprite.co.za>. Such changes will take effect as soon as the 20 (Twenty) business days have elapsed. It is at all times your responsibility to review the Terms before using your Shoprite Money Market Account, and to take note of any changes. If you do not agree to the amended changes, you may close / terminate your Shoprite Money Market Account.
- (6) By providing us with the OTP sent to you when registering for a Shoprite Money Market Account in store or confirming acceptance of our Terms via the Shoprite Money Market Account App, USSD or via WhatsApp when registering, you will be deemed to have accepted these Terms. Note that a copy of these Terms will be available in store or on our website [www.shoprite.co.za](http://www.shoprite.co.za). If you continue to use your Shoprite Money Market Account after any future changes to these Terms, it means that you have agreed to these changes.

## **PART A: GENERAL INFORMATION**

### **1. Our contact details**

- Grindrod Bank Limited (hereinafter referred to as “the Bank”), is a public company registered in South Africa as a bank in terms of the Banks Act 94 of 1990 (registration number: 1994/007994/06) and an authorised financial services provider (FSP 6317). Our head office is located at 5 Arundel Close, Kingsmead Office Park Durban, 4001.
- Shoprite Checkers (Pty) Ltd (“Shoprite”) is a private company duly incorporated in terms of the laws of the Republic of South Africa, (registration number: 1929/001817/07) and an authorised financial services provider (FSP 7732). Our head office is located at the corner of William Dabbs Street and Old Paarl Road, Brackenfell, Cape Town.
- If you need any help with your Shoprite Money Market Account or if there is anything that you do not understand, please contact our Shoprite 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 Shoprite Money Market Account**

As at the Effective date of these Terms, the features of the Shoprite Money Market Account are as follows:

- **Cash-in**, where you or anyone else transfers money into your Shoprite Money Market Account or where you hand us money at a participating outlet to deposit into your Shoprite Money Market Account;
- **Transfer**, where you send money from your Shoprite Money Market Account to another Shoprite Money Market Account;
- **Pay-out**, where you pay money to a third-party beneficiary’s Shoprite Money Market Account from your Shoprite Money Market Account;
- **Purchase**, where you buy goods or services at one of our participating outlets or through the web portal and pay for it using your Shoprite Money Market Account;
- **Statements**, statements will be e-mailed to you and you will be required to provide us with your valid e-mail address. You can also download any statement to view your transaction history on any of the available channels. We encourage you to regularly download and view all entries on your statement for correctness. A fee of R10.00 (Ten Rand) will be charged for statements older than 3 (Three) months;
- **Balance enquiry**, where you check the balance on your Shoprite Money Market Account;
- **Cash-out**, where you withdraw money from your Shoprite Money Market Account at one of our participating outlets; and

- **Electronic Funds Transfer (EFT) in** – You may receive money into your account from a third-party bank account, for example, including but not limited to, receiving your salary from an employer. You will have a particular transactional value limit that applies to EFT payments received into your account as set out below.

**It is expressly recorded that no amount in your Shoprite Money Market Account will accrue any interest.**

**You acknowledge and understand that the Shoprite Money Market Account may only be used by yourself as the person with whom the Bank has established a business relationship and only for personal use. Your Shoprite Money Market Account may not be used for commercial and/or business purposes.**

## **PART B: REGISTRATION**

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

Before creating your Shoprite 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 be a South African citizen with a valid South African Identity Number.

You can download the Shoprite Money Market Account through the mobile application (“Shoprite Money Market Account App”) from the Google Play or the Apple App store, by dialling \*120\*3534# or by dialling the Shoprite (0872405709) or Checkers (0872405385) WhatsApp channels respectively. Alternatively, you may choose to be onboarded in-store via a Shoprite kiosk by producing your original identity document (booklet or smart card) which will be scanned. A minimum requirement for registration is a valid South African identity number. You must provide your 13-digit South African identity document number, your mobile number and your full name and surname as it appears on your identity document.

Unless you registered face-to-face through a Shoprite kiosk, the personal information obtained from your identity document will be verified against Home Affairs’ database through a third party, to ensure these details are verified.

**You must meet all the criteria we have set for opening a Shoprite 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 any of the information you have given us changes, it is your responsibility to tell us about the changes as soon as possible using any of our channels.**

### **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 Shoprite Money Market Account and other information we get through providing you with a Shoprite Money Market Account.

When you complete your registration, and when you use your Shoprite Money Market Account, you accept that you will be giving us some of your Personal Information. Personal information is protected by law, including the Protection of Personal Information Act, 4 of 2013 ('POPIA').

In compliance with POPIA, we will collect, process, store, disclose or transfer your personal information lawfully and in a reasonable manner that does not infringe on your right to privacy and only if, given the purpose for which it is processed is adequate (i.e. sufficient to properly fulfil our stated purpose), relevant (i.e. the personal information has a rational link to that purpose) and not excessive (i.e. ensuring that we do not hold more personal information than required for the stated purpose).

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

- to register and maintain your Shoprite Money Market Account, verify, and update your details, and verify that you qualify to have a Shoprite Money Market Account;
- to enable, process and record the transactions on your Shoprite 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. This information is used to improve our service offering to you and to ensure our services remain suitable to your needs;
- 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;
- to deliver and improve our products and services to you;
- to protect your legitimate interests;
- to comply with industry codes, legislative or regulatory requirements such as the FICA or FAIS Act; and
- for the conclusion and performance of any agreement to which you are a party.

Shoprite will only retain your Personal Information for as long as required by law or by business requirements.

We will keep any Personal Information you give us in a safe environment and will take all reasonably practicable steps to protect it from any unauthorised access. We have security procedures to make sure that:

- your Personal Information is always accurate, up to date and correct;
- your Personal Information is only used when necessary; and

- no unauthorised person can view or take your Personal Information without permission.

To find out more on how we process your Personal Information, please see our [data privacy statement downloadable from our website at www.shoprite.co.za](http://www.shoprite.co.za).

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 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.**

When you complete your registration, you give us permission to share your Personal Information in the following ways:

- with regulators, law enforcement agencies, and government bodies when required by law; and
- with fraud prevention agencies if you have given us false or incorrect information.

We are required to share your Personal Information with the Financial Intelligence Centre (FIC), and to other regulatory bodies.

You have the right to ask us for details of the information we keep about you by emailing [privacy@shoprite.co.za](mailto:privacy@shoprite.co.za). We will respond to such request within 21 (Twenty One) days from receipt thereof.

## **PART C: USING YOUR SHOPRITE MONEY MARKET ACCOUNT**

### **1. ACCESS AND AUTHORISATION**

To access your Shoprite 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 Shoprite 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 Shoprite Money Market Account, you must notify our Shoprite Money Market Account Helpline at 0860 01 07 09 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 SHOPRITE MONEY MARKET ACCOUNT.**

### **2. CARRYING OUT TRANSACTIONS**

The rules below will apply to all transactions you carry out on your Shoprite Money Market Account. You can only use your Shoprite Money Market Account at our participating outlets and through the web portal. All transactions will be done in South African Rands. You may not use your Shoprite Money Market Account for any purpose or in any manner except as we describe in these Terms. As mentioned above, as at the Effective date of these Terms, the features of the Shoprite Money Market Account are as follows:

- **Cash-in** – You or anyone else may transfer money into your Shoprite Money Market Account or hand us money at one of our participating outlets to deposit into your Shoprite Money Market Account.
- **Transfer** – You may send money from your Shoprite Money Market Account to another Shoprite 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.
- **Paying someone** – You may pay money to a third-party beneficiary's Shoprite Money Market Account from your Shoprite 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 Shoprite Money Market Account. The recipient does not have to have a registered Shoprite Money Market Account when you send money to them. The money will be available in their Shoprite Money Market Account as soon as they register. App users can also scan another user's Shoprite Money Market Account QR code, to send money to that user. If a recipient does not register a Shoprite Money Market Account, the money so transferred will sit in a "Money Transfer Holding Account" for a period of 30 (Thirty) days, if the recipient does not register within 30 (Thirty) days, the money will reverse back into the sender's account.
- **Purchases** – You may use your Shoprite Money Market Account to pay for goods and/or services at any of our participating outlets or through the web portal. The transaction will be approved only if you have enough money in your Shoprite 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. You can also purchase vouchers using your cash-account in the Shoprite Money Market Account, once the cash has been converted into a voucher, vouchers can only be used in the Shoprite eco-system.
- **Balance enquiries** – You may check the balance on your Shoprite 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.
- **Statements** – statements will be e-mailed to you, and you will be required to provide us with their valid e-mail address. You can also download any statement to view your transaction history on any of the available channels. A fee of R10.00 (Ten Rand) will be charged for statements older than 3 (Three) months.

- **Cash-out** – You may request and authorise a withdrawal from your Shoprite Money Market Account at any time, provided that you have available funds in your account. To do this, you must dial \*120\*3534# and follow the prompts, alternatively log into the mobile app. A withdrawal fee of R5.00 (Five Rand) is charged for withdrawing funds in-store.
- **Electronic Funds Transfer (EFT) in** – You may receive money into your account from a third-party bank account, for example, including but not limited to, receiving your salary from an employer. You will have a particular transactional value limit that applies to EFT payments received into your account as set out below.

**Your cash transactions will be limited. Please see below for the maximum limits you agree to accept.**

- **R5,000 (Five Thousand Rand)** total daily deposits – cash;
- **R5,000 (Five Thousand Rand)** total daily transfers between 2 (Two) Shoprite Money Market Account users;
- **R5,000 (Five Thousand Rand)** total daily cash withdrawals in-store – *where you attempt to exceed this limit the transaction will be declined (this does not apply to in-store spend)*;
- **R4,999 (Four Thousand Nine Hundred and Ninety-Nine Rand)** total daily limit on transfers between a registered Shoprite Money Market Account and a recipient who does not have a registered Shoprite Money Market Account and who will be required to register in order to receive the payment;
- **R10,000 (Ten Thousand Rand)** total daily EFT payments into your account;
- **Maximum balance in your Shoprite Money Market Account will at no time exceed R25,000 (Twenty-Five Thousand Rand), if you attempt to exceed this amount, your Shoprite Money Market Account will be blocked.**

It is your responsibility to keep your PIN, password 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 (for example Showmax / Netflix / airtime vouchers etc.) being purchased from your Shoprite Money Market Account and same not received, it is your responsibility to contact the Shoprite Money Market Account Helpline on 0860 01 07 09 or approach your nearest Money Market Counter to be assisted manually to escalate the matter for investigation by Shoprite. 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. **BENEFITS AND RISKS RELATING TO THE SHOPRITE MONEY MARKET ACCOUNT**

- Customers have full control over their finances as no direct debits can be made from the account;
- There are no monthly fees;
- The only fees that will be charged relates to withdrawals and statements older than 3 (Three) months;
- Customers can request statements via our Shoprite Money Market App, USSD or WhatsApp;
- EFT's - out from the Shoprite Money Market Account will not be allowed;
- Customers can only send money to a South African mobile number.

### 4. **FEES**

As at the date of the drafting of these Terms the following fees are applicable to the Shoprite Money Market Account:

<b>Transaction Type</b>	<b>Fee (including VAT)</b>
Cash withdrawal made at counter	R5.00
Requesting statement older than 3 months	R10.00
Cash withdrawals triggered via USSD / Shoprite Money Market Account App / WhatsApp	R5.00
Dormant Account Fees	R5.00 per month

These fees have been determined to ensure that you get the most benefits out of using your account.

You agree that we may deduct any fees and additional costs you owe us directly from your Shoprite Money Market Account, i.e., the fees as mentioned above.

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

### 5. **TRANSACTION REVERSALS**

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 Market Account, we may decide, in our sole discretion, to credit your Shoprite Money Market Account with the amount you paid for the goods, or to refund you using a gift card, or the voucher / cash wallet in your Shoprite Money Market Account. Credits may take up to 24 (twenty-four) hours to show in your Shoprite Money Market Account.



## **6. AVAILABILITY**

If at any time, we decide to change, update, upgrade or withdraw the Shoprite Money Market Account service or any part thereof, we will notify you in writing 20 (Twenty) business days prior to such change taking affect.

Circumstances beyond our control may cause a service interruption that stops you from accessing your Shoprite Money Market Account or may delay your Shoprite Money Market Account registration process for some time. These service interruptions can be caused by things like power failures or blackouts, system or network failures, wars, strikes, pandemics 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 Shoprite 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 Shoprite Money Market Account. If we are notified, or have reason to believe, that you are abusing your Shoprite Money Market Account or that you are using it unlawfully, fraudulently or against these Terms, we may suspend (stop) or end access to your Shoprite 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. DORMANCY / CLOSURE / WITHDRAWAL / REFUSAL / TERMINATION OF YOUR MONEY MARKET ACCOUNT**

Your account will be considered as dormant and inactive if there is no customer-initiated transaction for 180 (One hundred and eighty) consecutive days. You will be contacted 3 (Three) times after we have identified your account as dormant using all contactable platforms/mechanisms clearly stating the repercussions of keeping the account open without any activity. We reserve the right to classify your account as a dormant account if we receive no feedback after all attempts to contact you.

We will notify you in writing of the options available to you before your account is classified as a dormant account including the effect and implications of maintaining a dormant account as opposed to closing or terminating the financial product.

From the time when an account is classified as a dormant a dormancy fee of R5.00 (Five Rand) will be charged on a monthly basis.

If you do not claim the funds remaining in your account (less the aforesaid dormancy fees that may have been incurred) within 30 (Thirty) business days after receipt of our notice to you referred to above then your account will be classified as dormant and the

remaining funds will be transferred to a non-interest-bearing suspense account, for a period of 5 (Five) years.

You will remain entitled to claim the unclaimed funds from the suspense account, provided that you are able to provide us with updated information for the purposes of client due diligence and onboarding requirements together with such prescribed documentation.

We have the right to terminate this Agreement or close your Money Market Account, or stop you from using your Shoprite Money Market Account or channels, as the case may be, at any time provided we have given you reasonable prior notice and reasons for this.

You have the right to end this Agreement and/or to close your Shoprite Money Market Account and/or delete your account profile on any of the channels through which the Shoprite Money Market Account is made available to you, by giving us notice in writing or by requesting this at any participating outlet.

In the event of account closure, you will be prompted to either withdraw the funds from your Shoprite Money Market Account or to spend it in store. If the money is not withdrawn or utilised for a period of 180 (One hundred and eighty) days after the request for account closure / closure notification by us, your Shoprite Money Market Account will be deemed dormant and a monthly fee of R5.00 (Five Rand) will be charged until such time as all the funds available have been withdrawn / utilised.

Your Shoprite Money Market Account may be closed by us immediately and without notice or reasons in the following circumstances:

- We are compelled to do so by law; or
- We have reasonable suspicion that the financial product or financial service is being used for any illegal purpose.

If we close your Shoprite Money Market Account and the law allows us, you have the right to receive payment of all the money in your Shoprite 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.

We will, insofar as is reasonably practicable, assist you in closing, terminating, or transferring your account to another bank, upon request.

## **9. ANTI-MONEY LAUNDERING**

9.1 You are aware that we are obliged to follow local and international laws to combat and prevent money laundering, terrorism and other organised crime.

9.2 By registering a Shoprite Money Market Account with us you agree to provide us with any documents we may need from time to time to adhere to these laws and to check the information that you have provided to us. If you do not co-operate and provide us with the documents as and when requested, we may refuse to activate your account or to let you use your Shoprite Money Market Account.

9.3 You agree that we may report information about your Shoprite Money Market Account and transactions to local and international regulators without your knowledge if we are required by law to do so.

- 9.4 You expressly agree that we may close your Shoprite Money Market Account or to stop you from completing any transaction if we have reason to believe that your Shoprite Money Market Account is being used for illegal activities or if you did not provide us with any requested documentation.

## **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 you 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. RESPONSIBILITY FOR LOSSES**

After you have informed us that your device or cell phone has been lost or stolen or that someone else knows your PIN, password or other unique means of personal identification, we will take immediate steps to prevent these from being used to access your Shoprite Money Market Account.

You will be liable for all losses if you acted fraudulently. You may also be liable for losses if you acted negligently or without reasonable care and this has caused or contributed to losses. This may apply if you fail to follow the safeguards set out in paragraph 2 above and 14 below. Furthermore, you may be liable for losses if you have not informed us as soon as reasonably practicable after you discover or believe that your secret codes or devices, if any, for accessing the Shoprite Money Market Account services have been compromised, lost or stolen, or that unauthorised transactions have been conducted on your Shoprite Money Market Account.

Unless we can show that you have acted fraudulently, negligently or without reasonable care, we will refund you the amount of any transaction together with any interest and charges associated with the disputed transaction in the following circumstances and after consideration of all the facts:

- for all transactions not authorised or effected by you after you have reported loss or theft of your device or that that your PIN or password may have been compromised;

- if additional money is transferred from your account to another after you have informed us of the loss or theft and you have informed us that someone else knows your PIN, password, or unique means of personal identification; or
- where system malfunctions have occurred in associated systems, which were not obvious or subject to a warning message or notice at the time of use (we will have to investigate each matter separately).

Please note, however, that we will not be liable for any losses caused by circumstances that are beyond our reasonable control, such as the following:

- your inability to access the Shoprite Money Market Account App, or any other application associated with or reliant on internet / mobile data, at any time, or any failure or delay in providing a service via the internet;
- a malfunction of any equipment (including telecommunications equipment) which supports our Shoprite Money Market Account App and internet, telephone or cell phone banking service;
- your inability to access telephone or cell phone banking, or any other application associated or reliant on telephone or cell phone banking, at any time, or any failure or delay in providing a service via telephone or cell phone; a disruption of services caused by political actions or natural disasters;
- a delay in the registration of your Shoprite Money Market Account due to any of the reasons noted above, including but not limited to circumstances beyond our reasonable control

## **12. COMMUNICATIONS**

It is important that we can contact you about your Shoprite Money Market Account.

When you register, you may give us information like your mobile number, email address, or postal address ('contact details').

You agree that we may communicate with you using any of the contact details you have given us. If any of your contact details change, you must let us know. You can let us know by using any of our channels that are available to you.

You agree that we may contact you using the latest contact details that you have given us. If you do not let us know that your contact details have changed, we will not be responsible for information being sent to the wrong person.

If your contact details are not correct and we need to contact you, you agree that we can charge you for any costs we may incur to find you.

We will communicate with you using our mobile app wherever possible. However, there may be times when we will send you messages by push notification, SMS, telephone, email, social media, or third-party websites – we will stick to your preference whenever we can.

If you don't want to receive marketing messages from us, you can update your marketing preferences using the mobile app, SMS, email, or at the Money Market counter.

## **13. DISPUTE/COMPLAINTS PROCESS**

**You must lodge a dispute/complaint either:**

- a) In writing at any Shoprite, Checkers or Usave store, where staff are trained to receive, capture, and process your complaint;
- b) via customer care portal on the Shoprite web site at <https://www.shoprite.co.za/customer-care.html>;
- c) via E-mail: [MMAComplaints@shoprite.co.za](mailto:MMAComplaints@shoprite.co.za);
- d) via telephone: 0860 01 07 09; or
- e) via post to:

Money Market  
PO Box 215  
Brackenfell  
7561

**Information to submit:**

You must provide the following information with your complaint:

- a) The date and time of the disputed transaction;
- b) Any document relevant to your dispute;
- c) Reason for the dispute and details pertaining to the dispute; and
- d) Your contact details including your full names, surname, ID number, physical and postal address and cell phone number.

**After receipt of a complaint or dispute, we will acknowledge receipt thereof and promptly inform you of the process to be followed in handling the complaint, including:**

- a) contact details of the person or department that will be handling the complaint or dispute;
- b) indicative timelines for addressing the complaint or dispute;
- c) details of the internal complaints escalation and review process should you not be satisfied with the outcome of a complaint/dispute; and
- d) details of escalation of complaints to the office of a relevant ombud where applicable.

Your account number will be used as the complaint reference number.

**We will keep the you adequately informed of:**

- a) the progress of the complaint;
- b) causes of any delay in the finalisation of the complaint and revised timelines; and

c) our decision in response to the complaint.

Each complaint shall be reviewed by the relevant Compliance Manager and Business Owner. If it needs to be escalated, it will be sent to the Group Risk and Compliance Department. The Group Risk and Compliance Department Head has the discretion to escalate it further to our Board or appropriate forum, if need be.

### **Outcome**

Your complaint or dispute will be properly considered and we will inform you in writing regarding the outcome and will give you clear reasons for the decision.

Where a complaint/dispute is upheld, any commitment by the us to make a compensation payment, goodwill payment or to take any other action must be carried out without undue delay and within any agreed timeframes.

If we do not resolve your complaint or dispute or if you are not satisfied with the outcome, you may refer the dispute to any of the following appropriate dispute resolution channels:

#### **Ombudsman for Banking Services:**

Address: PO Box 87056, Houghton, 2041  
Telephone: 011 712 1800  
Facsimile: 011 483 3212  
e-mail: [info@obssa.co.za](mailto:info@obssa.co.za)  
Website: [www.obssa.co.za](http://www.obssa.co.za)

#### **Information Regulator (Interference with Personal Information):**

Address: PO Box 31533, Braamfontein, Johannesburg, 2017  
Complaints Email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)  
General Enquiries: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za)

#### **National Consumer Commission (Consumer type complaints):**

Telephone: 012 428 7000  
Switchboard: 012 428 7726  
e-mail: [complaints@thecc.org.za](mailto:complaints@thecc.org.za)

### **Costs**

There is no charge for this complaints service.

## **14. 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 Shoprite 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 Shoprite 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.
- In the event of us subcontracting, delegating, ceding, assigning or otherwise transferring any of our rights or obligations as aforementioned, we will notify you of such intention at least 20 (Twenty) business days prior to such change.
- No relaxation or indulgence that we give you will prejudice (harm) our rights under these Terms in any way.
- All products and services offered by us are governed by these Terms. Although we will take all reasonable steps to advise and inform you of these Terms it is your responsibility to read and understand these Terms.
- In the event that you wish to switch your account to a new bank we will assist you in this process as far as is reasonably possible. However, you are responsible to provide the new bank with all the relevant information to assist you in switching your account transactions. You are, however, ultimately responsible for ensuring that your account details are changed with each third-party service provider or the party that makes a payment to your account.
- It is your responsibility to inform us of any change in your contact details as and when this occurs.
- You are responsible to check and verify all the entries on your account statements within 30 (Thirty) days of the entry/ies in question for correctness, and to inform us immediately in the event that you do not agree with any entry or item that reflects on such statements.
- Protecting your card and PIN is a crucial security measure for which you are responsible. You should never disclose your PIN, or other unique means of personal identification to anyone, including an employee of the Bank.
- To enable us to take the necessary measures to prevent or limit fraud or theft on your account it is your responsibility to inform us as soon as possible when you discover any unauthorized activities on your account.

- It is important to familiarise yourself with the circumstances under which you may be responsible for any losses suffered by you as a result of fraud, theft, or where you acted without reasonable care. For more information, you are welcome to download a copy of the Code of Banking Practice which can be located on our website [www.shoprite.co.za](http://www.shoprite.co.za).
- When making use of internet, telephone or cell phone banking channels you should take reasonable steps to prevent fraud, theft or the unauthorized use of your account or personal information.
- Please ensure that you keep us informed of any changes to your personal information, including any changes to your name, address, phone number or e-mail address.
- Taking care of your PINs, passwords and other unique means of personal identification is essential to help prevent fraud and protect your accounts.