

# SHOPRITE send



## Global money transfers

(Updated May 2023)

### User Agreement

These terms and conditions ("terms of use") set out the conditions upon which contracts (Trades) for the sale or purchase of foreign currency ("the service") between you (you, the client) and us (Shoprite Money Transfers (Pty) Ltd, Corner of William Dabbs Street and Old Paarl Road, Brackenfell, Cape Town, 7561, South Africa) will be undertaken.

### Important Notice

Please read our terms of use together with our data privacy statement [The Shoprite Group Data Privacy Statement \(shopriteholdings.co.za\)](https://shopriteholdings.co.za) very carefully. Your use of the service will be subject to the then current version of our terms of use available on this website at the time of your use. If you do not wish to be bound by these terms of use do not access, register with or use the service.

Only persons who are 18 (Eighteen) years or older may register as a user of the service. By registering as a user of the service, you represent and warrant that you are 18 (Eighteen) years or older and of legal age to form a binding agreement with Shoprite Money Transfers.

We reserve the right, without notice and in our sole and absolute discretion, to make changes to these terms of use. Such changes will take effect as and when published. It is expressly recorded that should there be any material changes to these terms of use, we will endeavour to notify our clients thereof. Therefore, clients are encouraged to familiarise themselves with the content of these terms of use on a regular basis. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this web site.

### General Information and Terms

#### 1. General Information

For your convenience, we have listed below some general information about ourselves:

- "We" are Shoprite Money Transfers (Pty) Ltd, and "us" and "our" have a corresponding meaning herein.
- We are a private company incorporated in accordance with the laws of the Republic of South Africa with registration number 2011/104231/07.
- Our address of establishment is at Cnr William Dabbs Street & Old Paarl Road, Brackenfell, 7561 and we will accept service of all legal documents there.
- Our telephone number and email address are: Tel: 011 214 1743, E-mail: help@shopritesend.co.za

#### 2. Definitions:

In these terms of use:

- 2.1 "Service" means - means the international money transfer service operated by Shoprite Money Transfers which provides registered users with the ability to initiate money transfers to designated recipients. The Service is available to users in the Republic of South Africa only and may not be used by natural persons residing outside of the Republic South Africa. This Service is available via our website [www.shopritesend.co.za](http://www.shopritesend.co.za), on WhatsApp (087 240 6994), USSD (\*134\*8787#), or at any Money Market counter at Shoprite, Checkers, Checkers Hyper, or K'nect sore.
- 2.2 "We", "us" and "our" means Shoprite Money Transfers (Pty) Ltd (and, unless the context clearly indicates otherwise, its owners, employees, suppliers, internet service providers, agents and affiliates);
- 2.3 "You" means the user of this web site, mobi site, WhatsApp channel, USSD string, or service at the Money market counter;
- 2.4 Hyperlinks which are not operational will not in any way detract from the validity and interpretations of the terms of use.
- 2.5 "Consent" means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information;
- 2.6 "Direct Marketing" means to approach a data subject, either in person or by mail or electronic communication, for the direct or indirect purpose of promoting or offering to supply, in the ordinary course of business, any goods or services to the data subject;

### **3. General Conditions of Use for this Service**

- 3.1 You may only become a client (or in the case of multiple applicants, clients) once you have completed our registration form, accepted our terms of use and that same has been approved by Shoprite Money Transfers. You must complete a registration form and accept the terms of use via our website: [www.shopritesend.co.za](http://www.shopritesend.co.za), at our Money Market counter or over the telephone via a recorded telephone line with our Customer Support Team at telephone number: 011 214 1743. When you tick the "I accept" button on the web site, on WhatsApp, or at the Money market counter or accept via telephone, you are agreeing to abide by these terms of use and requesting us to accept you as a client. To do so we must verify your identity to our reasonable satisfaction and may ask you to provide us with certain documentation. We are obliged to comply with the Anti-Money Laundering, Terrorist Financing Control legislation and specific exchange control requirements of the South African Reserve Bank and the Financial Intelligence Centre (FIC) Act. In order to carry out these obligations and requirements, we may undertake electronic or automated searches. The Client acknowledges and agrees that any details provided to Shoprite Money Transfers regarding identity and the purposes of any Trade may be submitted to credit reference and other information agencies for clearance. These agencies may keep a record of your information. The Client accepts that such personal information will be processed for and on behalf of, or by Shoprite Money Transfers, in connection with these clearance requirements.
- 3.2 BY SUPPLYING US WITH YOUR PERSONAL INFORMATION, AND PROVIDED THAT YOU HAVE GIVEN YOUR EXPLICIT CONSENT, THE CLIENT AGREES TO RECEIVE DIRECT MARKETING COMMUNICATIONS FROM US IN RESPECT OF VARIOUS FINANCIAL PRODUCTS AS OFFERED BY US. IF, AT ANY TIME, THE CLIENT WISHES TO WITHDRAW HIS/HER CONSENT TO THE AFOREMENTIONED RECEIPT OF DIRECT MARKETING COMMUNICATIONS, HE/SHE WILL BE ENTITLED TO DO SO BY OPTING OUT ON OUR WEBSITE OR FOLLOWING THE LINK IN ANY OF OUR COMMUNICATIONS.
- 3.3 THE CLIENT WILL AT ALL TIMES BE IN A POSITION TO REQUEST, WHERE NECESSARY, THE CORRECTION, DESTRUCTION OR DELETION OF HIS/HER PERSONAL INFORMATION, WHERE WE ARE NOT OBLIGED BY LAW TO RETAIN INFORMATION FOR A SPECIFIED PERIOD.
- 3.4 BY ACCEPTING THE TERMS OF USE AS SET OUT HEREIN, THE CLIENT CONFIRMS THAT HE/SHE IS AWARE OF THE INFORMATION THAT IS BEING COLLECTED AND THE PURPOSE FOR WHICH THE INFORMATION IS COLLECTED.

- 3.5 ONLY PERSON TO PERSON TRANSFERS ARE ALLOWED AND THE CLIENT AGREES THAT HE/SHE WILL NOT UTILISE THIS SERVICE ON A THIRD PARTY'S BEHALF.
- 3.6 THE CLIENT CONSENTS TO THEIR PERSONAL AND TRANSACTIONAL INFORMATION BEING MADE AVAILABLE TO THE SOUTH AFRICAN RESERVE BANK AND/OR THE FINANCIAL INTELLIGENCE CENTRE, IF SO REQUESTED.
- 3.7 The Client agrees to supply information reasonably requested by Shoprite Money Transfers promptly. The Client warrants that the information they give in relation to their identity and the reasons for their intended Trade is accurate and that the Trade does not breach any laws or regulations. We are not permitted to send any funds to you or as you direct until we are satisfied as to your identity. If at any time, we are not satisfied as to your legitimate intentions we may, at our absolute discretion, withdraw your status as a Client. Once accepted by us as a Client you will be provided with a Client Reference Number (Member ID) which must be used in all future transactions. You may authorise someone else to act on your behalf but such authorisation must be given in writing to Shoprite Money Transfers at: [help@shopritesend.co.za](mailto:help@shopritesend.co.za) and it remains the discretion of Shoprite Money Transfers' to accept or reject such authorisation.
- 3.8 You are solely responsible for any and all telephone usage and rental fees and/or internet access service fees that may apply to your use of this web site and the services offered on it.
- 3.9 You may not access the service for any purpose other than for utilising the services offered on it in the normal manner. You may not access our service for the purposes of redistribution or otherwise using any of our content for your own business purposes unless you are expressly licensed thereto by us in writing. You may not use your access to our service in a manner that would bring us, our business and/or any of our affiliates into disrepute. Furthermore, you may not access this site for unlawful purposes or use it in a manner which infringes our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of this site by any other person. In this regard, you must comply with the laws, regulations, and codes of conduct applicable to your use of this site. You are not to post or transfer any material to our web site that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. We may remove any content you have submitted to this site or at the Money Market counters and/or suspend your access to any part of this site at any time without notice.
- 3.10 We do not usually monitor, edit, control, or filter the content submitted to this site by our users. Such content, including as may be found in blogs, forums, chat groups, comment sections and bulletin boards, do not represent our views and we have not authorised or endorsed such content. Such content should also not be viewed as professional advice of any kind, be it medical, legal, financial, or otherwise. Please notify our Customer Care Centre on 011 214 1743 or via email at: [help@shopritesend.co.za](mailto:help@shopritesend.co.za) if you have a complaint about the activities of or content submitted by a user of this site.
- 3.11 Notwithstanding that this site may contain links to third party web sites and that some third-party web sites may contain links to this web site we do not control, endorse or approve the activities or content of any such third-party web sites. Please contact the relevant web site proprietor if you have any complaint about the activities or contents of a third-party web site.
- 3.12 Proprietary rights (including, without limitation, the trademarks, copyright and patent rights) in the components of this site belong to us and our licensors, including in the compilations, collective works and derivative works created incorporating the content of our users. The individual content that you may submit will remain your property, but you grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content free from any restriction and on the basis as if we were the owners thereof, including by modifying, reproducing, compiling, publishing, publicly, performing, distributing, broadcasting and promoting it.
- 3.13 The downloading and use of data contained on this web site is done at your sole discretion. You should independently verify the completeness and reliability of information provided on or via this site. Also be aware that viruses or code which may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protection mechanisms to prevent such harm from occurring.

- 3.14 ACCESS TO OUR SERVICE IS PROVIDED TO YOU FREE OF CHARGE. RELIANCE ON AND USE OF OUR WEBSITE, WHATSAPP, USSD, MONEY MARKET COUNTER, CONTENT AND SERVICES ARE THEREFORE AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW OR THE CONTRARY IS EXPRESSLY STATED.
- 3.15 You will be required to choose a username and password and enter an OTP (one time pin) when registering with us or using some of our Services. You are responsible for keeping your username and password secret. You may be required to enter your username and password or OTP every time you want to use one of our subscription services. You accept that you will be personally liable for all transactions concluded on your account.
- 3.16 We are committed to protecting your privacy. We collect a range of personal information for the purposes of providing the services to our clients. We make clients aware that the personal information so collected will only be processed for the purposes of fulfilling any specific service. To find out more about how we process your personal information please see our Data Privacy Statement [The Shoprite Group Data Privacy Statement \(shopriteholdings.co.za\)](https://www.shoprite.co.za/data-privacy-statement) We will collate personal information which you give us to provide you with services and personalise your use and visits of this site. We may also use such information to inform you, the user, about changes in the services we offer and/or about features we think you would find of interest, if you have provided us with the necessary consent to do so.
- 3.17 We have to protect our business and secure our systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive via our website, WhatsApp, USSD, or Money Market, and we may use, publish and disclose such communications for any lawful purpose. This may include our filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.

#### **4. Services**

- 4.1 We provide a money transfer service to clients via an electronic online platform, WhatsApp, USSD, and Money Market counters. Each request for Trade (Trade Request) forms a separate contract for services between the client and Shoprite Money Transfers. We may accept written instructions to Trade (by telephone, e-mail, Money market counter or online instruction through the Shoprite Money Transfers online electronic platform). However, if we do so, such Trades are made in good faith by us and we shall be under no duty to challenge or make enquiries concerning written instructions, which we genuinely believe originate from and express the client's wishes. We may, at our absolute discretion and without giving reasons, refuse any Trade or Trade Request whether received by telephone or through written instructions.
- 4.2 We will provide you with information about proposed exchange rates and the total price payable on the Trade requested by you. If the exchange rate is acceptable to you and you confirm the Trade Request at that exchange rate (including the termination fee) then, should we accept your Trade Request, a contract for the sale or purchase of currency will have been made between us. Once an exchange rate quote is accepted by a Client then this forms a legally binding obligation and commitment to the Contract by both Shoprite Money Transfers and the Client.
- 4.3 Shoprite Money Transfers will use its reasonable endeavours to complete a Trade once your Trade Request has been accepted. However, no liability will be accepted by Shoprite Money Transfers in regard to any reasonable delay in completing the Trade or in respect of Force Majeure.
- 4.4 Force Majeure: If Shoprite Money Transfers are unable to perform any of its obligations under these terms of use in regard to any Trade because of factors beyond its control such as, but not limited to, acts of God; fire, flood, earthquake, wind, storm or other natural disaster; war, threat of war, armed conflict, sanctions, embargos, breaking of diplomatic relations, terrorist attack; chemical or biological contamination; sonic boom; changes in law in any relevant jurisdiction; explosion or accidental damage, collapse of buildings or structures; failure of computers; labour disputes; non-performance

by third parties; interruption or failure of utility services, provided that it has complied with all other provisions, Shoprite Money Transfers shall not be in breach of this agreement or any trade and shall not be liable for any failure or delay in the performance of its obligations.

- 4.5 Once a contract has been made between us it may not be altered, cancelled or rescinded by the client without the express written consent of a director of Shoprite Money Transfers. All communications will be made with clients on the phone number(s) or email address(es) provided by you. You irrevocably agree to service of any document at your nominated address.
- 4.6 Shoprite Money Transfers send the client's confirmation of accepted Trades (Contract Note) which includes remittance advice details for monies owed by the client to Shoprite Money Transfers and an onward payment instruction completed online or via the Money Market counter by the client. Onward payment instruction forms must be completed online by the client by logging into the Shoprite Money Transfers online system or via a recorded telephone line with our Customer Support Team or at our money market counters. When you sign the Contract Note in hard copy or "tick" the "I accept" button on the website or at the Money Market counter you are agreeing to abide by these terms of use and requesting us to accept your Trade as a contract entered into. Whether or not clients receive a Contract Note a contract has been made upon acceptance by Shoprite Money Transfers of a Trade Request at the agreed exchange rate. Once a contract has been made clients are liable for the full sums due on the due dates. If you have not received a Trade Confirmation via email and/or SMS within 24 (Twenty Four) hours and you would like one, then please contact Shoprite Money Transfers by telephone on +27 21 300 3838 or email: help@superswift.co.za within 48 (Forty Eight) hours of the contract having been made. A Contract Note is not evidence of the terms of any Contract but a confirmation for your records. If you notice any inaccuracies please advise Shoprite Money Transfers immediately. Alterations cannot be made after a Trade Request is accepted. The Client agrees that all telephone conversations are recorded by Shoprite Money Transfers as part of our regulatory responsibilities and may be used by Shoprite Money Transfers as and when required. All Trades and Exchange Rates booked online or over the phone with a Shoprite Money Transfers Dealer represents a binding contract between Shoprite Money Transfers and the Client and cannot be changed or cancelled by either party unless agreed to in writing by both parties.

## **5. Trades**

- 5.1 A "Trade" means each transaction to purchase and deliver currency for a client. A "Spot Contract" means a transaction where the "Value Date" (which means the date stipulated by Shoprite Money Transfers for each trade on which the currency transaction matures) is 2 (Two) Working Days after the date of instruction. Shoprite Money Transfers will purchase the currency or sell currency for delivery immediately once an exchange rate is fixed. A "Working Day" means any day between the hours of 08:00 and 17:00 when the clearing banks are open for business in South Africa.
- 5.2 No alterations or variations to the terms of the contract shall be accepted without the written consent of a Director of Shoprite Money Transfers.
- 5.3 For the avoidance of doubt, clients should be aware that the value of currencies can fluctuate at any given time, and such fluctuations are beyond the control of Shoprite Money Transfers.
- 5.4 Once a Trade and Exchange Rates are fixed they cannot be cancelled by Shoprite Money Transfers nor the Client without the written consent from both parties.
- 5.5 Shoprite Money Transfers reserves the right to cancel or amend any transaction resulting from but not limited to the following: technical faults with the online system, automatic cancellation of trade after 2 (Two) work days if the client hasn't made payment of amount as per trade contract, miscalculations, mispricing of exchange rates or any other reason whatsoever resulting from technical issues with the online system.

## **6. Payment**

- 6.1 In the event of a Spot Contract, the client shall pay all sums due to Shoprite Money Transfers' via instant EFT, card or cash on such date or dates as Shoprite Money Transfers might direct but no later than 12:00 noon on the 2<sup>nd</sup> (Second) Working Day after the relevant Trade has been accepted by Shoprite Money Transfers. Time shall be of the essence in relation to such payment.

- 6.2 If Shoprite Money Transfers accept instructions from the client for a "same day" Trade, the client shall pay all sums due to Shoprite Money Transfers by no later than the time stipulated by Shoprite Money Transfers at the time the contract was made. All payments due and paid by the client to Shoprite Money Transfers pursuant to these terms of use shall be made without set-off, counterclaim or deduction whatsoever. Payment is not contingent on any event and for the avoidance of doubt is not conditional upon the client receiving a Contract Note.
- 6.3 It is your responsibility to maintain the value against future Trades at an appropriate level. We will notify you by telephone or email giving notice of any increase required, and such further monies must be received by Shoprite Money Transfers in cleared funds within 1 (One) working day. We will close out the Trade, even if you incur losses, if you do not respond within the timeframe given. Time being of the essence in this matter. It is for you to check your phone calls or emails. No liability will be accepted by Shoprite Money Transfers for any losses, costs, damages or expenses incurred by clients as a result of any actions by Shoprite Money Transfers necessitated under this provision. If losses are incurred by the client then Shoprite Money Transfers reserves the right to pursue legal action to recover the full cost of any losses (including legal costs).
- 6.4 Some banks have specific times when receipt and dispatch of electronic payments are permitted. Shoprite Money Transfers accepts no responsibility for and shall have no liability to you in respect of any delay in onward payment attributable to the late arrival of funds or instructions received after the specific bank's designated times in respect of electronic payments. Payments made by means other than electronic transfer will incur delays in clearing and Shoprite Money Transfers assumes no responsibility or liability whatsoever in regard to such clearance periods and may, if it incurs any losses, costs or damages arising there from, make equivalent claims for indemnity from the client.
- 6.5 Shoprite Money Transfers will deliver all purchased currency in regard to any Trades by electronic transfer to the designated onward account or other available pay out method specified by the client to Shoprite Money Transfers. If Shoprite Money Transfers is not in receipt of satisfactory onward payment instructions from the client, or those instructions cannot be complied with for any reason, then Shoprite Money Transfers shall accept no responsibility and shall have no liability in respect of any delay or failure of such payment, save for the earliest reimbursement to the client of any sums due and owing. Any bank or other third-party charges accruing for such transfers are the absolute responsibility of the client and monies may be remitted net of such charges. You should make your own enquiries as to such charges and Shoprite Money Transfers accepts no liability for shortfalls arising there from. We will deduct from any monies held on your behalf the equivalent sum charged to Shoprite Money Transfers for such transfers, whether related to the current or previous Trades.
- 6.6 If the client fails to make the required payments on or before the due date or the Value Date (whichever is the relevant date to that Trade) or if Shoprite Money Transfers are obliged for any other reason to cancel or terminate the Trade, then Shoprite Money Transfers may be obliged to enter into a matching trade. In these circumstances it is possible that Shoprite Money Transfers will incur a loss, damage or expense and if it does so then you will be charged for any such loss on the Trade. Shoprite Money Transfers also reserves the right to make an additional administration charge of up to R100.00 (One Hundred Rand) in the event of such matching Trade being deemed necessary (at the absolute discretion of Shoprite Money Transfers). In addition, Shoprite Money Transfers may counter charge a client's legal costs of up to R1000.00 (One Thousand Rand) without reference to any court procedure or court awarded costs.
- 6.7 In the event of cancellation or termination, whether by Shoprite Money Transfers or the client, the client may forfeit part or all of any deposit or monies provided to Shoprite Money Transfers for that Trade. You hereby authorise Shoprite Money Transfers to deduct from or add to any future Trade instructions from you any sums charged or incurred by you for previously cancelled or terminated Trades. We may set-off any sums due from you to Shoprite Money Transfers under these terms of use from any monies received from or due to you. In addition, we may, at our absolute discretion, charge interest at 8% (Eight Per Centum) per annum on a daily basis on any sums unpaid from the payment due date or Value Date (whichever is the relevant date) until cancellation of our losses by way of a matching trade. If Shoprite Money Transfers holds client monies for any purpose Shoprite Money Transfers do not pay and clients are not entitled to interest on any monies so deposited. Any unused balance of funds held on the client's behalf (after permitted deductions and set-off) will be refunded to the payee account of the client as soon as reasonably practicable.



- 6.8 Failure to pay on time (within 2 (Two) Working Days after the trade contract has been accepted by the client) may be treated as a termination of the Trade by Shoprite Money Transfers with the consequent right to recover costs, losses, damages and expenses as set out under these terms of use.
- 6.9 Shoprite Money Transfers shall not be held liable for any loss or damages suffered by the client (or any other party) as a result of Shoprite Money Transfers' acceptance or refusal to accept a Trade Request.
- 6.10 The client is solely responsible for supplying accurate and up-to-date details to enable Shoprite Money Transfers to undertake a Trade, including but not limited to, contact information, Trade Requests and onward payment instructions. Shoprite Money Transfers relies on the client acting in the utmost good faith. The client shall, on a fiduciary basis, notify Shoprite Money Transfers of any changes to status and residency and any other changes, to information which may be reasonably required by Shoprite Money Transfers to transact the services.
- 6.11 Charges. For each Transaction that you submit, you agree to pay Shoprite Money Transfers a service fee (the "Service Fee") plus the Transaction Amount. Additional charges may apply. Payment is due at the time your transaction is submitted for processing. Shoprite Money Transfers accepts payment in the currency shown to you on your transaction deal ticket. This currency is clearly made available to each client before you complete the transaction.
- 6.12 Payment. You will pay funds to Shoprite Money Transfers via (EFT) electronic funds transfer, debit or credit card or by way of a cash deposit.

## **7. Disbursements:**

- 7.1 Service Providers. We work with other third-party service providers (each, a "Service Provider") to pay funds out to Recipients. You, in your capacity as a Sender, hereby appoint your Recipient as your agent for the purpose of receiving funds in connection with the service. We attempt to provide up-to-date information on our website regarding the location, availability, and hours of our Service Providers. However, you agree that Shoprite Money Transfers is not responsible for any inaccurate or incomplete information that may be posted on the site.
- 7.2 Verification. Recipients may be required to prove their identity before receiving funds by presenting valid, unexpired identification papers from a list of acceptable forms of identification. In addition, Recipients may be required to provide a Transaction tracking number, a personal identification number (or PIN), a "password", a "secret word", and/or another, similar identifier associated with their Transaction. You give Shoprite Money Transfers permission to store all such data, as necessary to provide the Service.
- 7.3 Delivery Policy. Shoprite Money Transfers is not responsible for the delivery of any physical goods and services where this service is used to pay invoices or with transactions involving a third party.

## **8. Refunds:**

- 8.1 In general, Shoprite Money Transfers do not provide refunds unless we did something wrong, each incident raised shall be decided by the directors of Shoprite Money Transfers. Shoprite Money Transfers will consider your written request for a refund (submitted by email at [help@shopritesend.co.za](mailto:help@shopritesend.co.za)) if you provide the Sender's full name, address, and phone number, together with the Transaction tracking number, Transaction Amount, and the reason for your refund request.
- 8.2 If we do provide you with a refund, we will only refund the Transaction Amount if the Transaction was not paid out to the Recipient (in which case we will also cancel your pending Transaction); otherwise, we will refund the Transaction Amount less costs incurred by Shoprite Money Transfers determined in the sole discretion of Shoprite Money Transfers. Refunds will be credited to the same Payment Instrument used to pay for the Transaction. Refund amounts will not be adjusted to account for changes in the value of the U.S. dollar or foreign currency from the time your Transaction was submitted.

In the instance that a beneficiary has not collected their funds within 14 (Fourteen) work days, an automatic refund will be issued to the client via the channel the payment was originally made to Shoprite Money Transfers.

## **9. Termination**

- 9.1 You may notify us in writing at [help@shopritesend.co.zg](mailto:help@shopritesend.co.zg) if you no longer want to be a client. Your status as a client may be terminated by Shoprite Money Transfers at any time but these terms of use shall continue to apply to any contract or Trade then in place.
- 9.2 Shoprite Money Transfers may terminate all or any part of these terms of use or any contract or Trade then in place (without incurring liability to the client, or any other party, for any loss, costs, expenses or damages incurred as a result thereof) without notice, if the client is in breach of any of these terms of use or has breached any obligation under any contract between Shoprite Money Transfers and the client.
- 9.3 Shoprite Money Transfers may also terminate this agreement, a contract, or Trade, at any time, without notice, if it reasonably believes that the client is unable to fulfil its obligations under these terms. Any loss, costs, damages or expenses incurred by Shoprite Money Transfers as a consequence of such termination shall be charged to the client and recovered in the manner set out in these terms.
- 9.4 Shoprite Money Transfers may also terminate any Trade or Trade Request on the request or instruction of any law enforcement agency, any regulatory body or any other authorised person. All or any funds then in the control of Shoprite Money Transfers, whether or not held to the benefit of the client, may be held or transferred at the request or requirement of such body or person, or as may be ordered by a court or other authorised body.

## **10. Warranties**

- 10.1 The client warrants and represents to continuing basis that:
- 10.2 You have full authority to enter into these terms of use and any Trade and that you will not be contravening any laws or regulations by seeking the services of Shoprite Money Transfers or entering into each and any Trade;
- 10.3 All information supplied is accurate in all material respects and will be kept up to date (which forms part of our obligation in terms of the Protection of Personal Information Act to ensure that personal information is accurate, complete and not misleading). You are acting as principal not agent or representative (other than through an Authorised Nominee or as a corporate officer if the client is a corporate entity where identification evidence of the officer may be sought and must be provided, subject to approval by Shoprite Money Transfers, as more detailed in paragraph 3.6). If the client is acting through an accountant, legal practitioner or financial adviser (an Authorised Nominee), then Shoprite Money Transfers reserves the right to seek information relating to the identity of the originating client both before acceptance of a client and at any time thereafter. Shoprite Money Transfers may, at their discretion, accept appropriate identification from any persons or bodies that have themselves complied and are obliged to comply with the Anti-Money Laundering and Terrorist Financing Regulations, South African Exchange Control Regulations and the Financial Intelligence Centre Act and are prepared to provide the appropriate confirmation of identity as provided there under.

## **11. Liability**

- 11.1 Shoprite Money Transfers shall use its reasonable endeavours to complete a Trade once accepted. However, Shoprite Money Transfers shall accept no liability for reasonable delay or Force Majeure.
- 11.2 In any event, Shoprite Money Transfers shall not be liable for any direct, indirect or consequential loss or damage as a result of any Trade, whether the loss, damage, expense or cost incurred was due to the negligence or delay of Shoprite Money Transfers or otherwise. Shoprite Money Transfers shall not be liable for any loss incurred as a result of any reasonable delay in the onward transmission of any monies to the client if that delay could not be reasonably avoided by Shoprite Money Transfers. Shoprite Money Transfers shall not be liable for the acts or omissions of any third parties upon whom it relies to complete Trades.
- 11.3 In setting out its responsibilities and any liability expressed hereunder, Shoprite Money Transfers does not attempt to limit or exclude its liability for death or personal injury resulting from its negligence or for any damage or liability incurred by the client (or any third party) as a result of fraud or fraudulent



misrepresentation by Shoprite Money Transfers. Shoprite Money Transfers shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goodwill, loss of contract, loss of use, loss or corruption of data or information or any special, direct, indirect or consequential or pure economic loss, costs, damages, charges or expenses. In any event, save as expressly set out above, Shoprite Money Transfers' total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of a Trade, shall be limited to the sums paid or payable by the client for that particular Trade or the sum of R25,000.00 (Twenty Five Thousand Rand) whichever is the lesser sum.

- 11.4 Shoprite Money Transfers will not be liable to the client for any loss, costs, damages or expenses which arise as a result of currency fluctuations between the date when the Trade is accepted and the Value Date or the date of delivery, whichever is the later.
- 11.5 Shoprite Money Transfers will not be liable for any glitches, pricing issues, downtime, miscalculations or any other problems with the Online System that may result in Clients being quoted incorrect rates or amounts by the system. Shoprite Money Transfers reserves the right to cancel or amend any such transactions resulting from any problems whatsoever with the Shoprite Money Transfers System.
- 11.6 If Shoprite Money Transfers is obliged to issue court proceedings or other debt recovery action in order to recover any loss, costs, damages or expenses incurred by Shoprite Money Transfers as a result of your failure to comply with these terms or any contract or Trade made hereunder, it shall be entitled to recover from the client, on an indemnity basis, any legal or other administrative expenses it so incurs.

## **12. Electronic communications**

- 12.1 You acknowledge that these terms of use shall be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:
- i. this User Agreement and any amendments, modifications or supplements to it;
  - ii. your records of transactions through the Service;
  - iii. any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by South African Law;
  - iv. any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service, provided that you have given the necessary consent thereto; and
  - v. any other communication related to the Service or Shoprite Money Transfers, provided that you have given the necessary consent thereto.
- 12.2 The Service does not allow for Communications to be provided in paper format or through other non-electronic means. If you no longer wish to receive these Communications from us you may withdraw your consent to receive Communications electronically, but if you do, your use of the Service shall be terminated. In order to withdraw your consent, you must contact us on telephone number: +27 21 300 3838 or via email at: [help@shopritesend.co.za](mailto:help@shopritesend.co.za) or follow the link available on each communication.
- 12.3 In order to access and retain Communications, you must have:
- i. an Internet browser that supports 128-bit encryption, such as Google Chrome or Internet Explorer version 4.0 or above;
  - ii. an e-mail account and e-mail software capable of interfacing with Shoprite Money Transfers' s e-mail servers;
  - iii. a mobile number;
  - iv. a personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing;
  - v. sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and
  - vi. a printer that is capable of printing from your browser and email software.

In addition, you must promptly update us with any change in your email address or mobile number by updating your profile at the Shoprite Money Transfers website or at Money Market Counters.

## **13. Competitions**

- 13.1 Unless expressly stated otherwise these terms of use will apply to all competitions offered on this web site. In the event of conflict between these terms of use and the rules applicable to any specific competition, the specific competition's rules will prevail. Specific competition rules will be made available on [www.termsconditions.co.za](http://www.termsconditions.co.za). The competition offer will set out at least the following:
- The prizes on offer;
  - The steps required to participate;
  - The basis for determining the winners;
  - The closing date;
  - How the winners will be made known;
  - Where, when and from whom prizes are to be claimed;
  - The address of the web pages where the competition rules and these terms can be obtained.
- 13.2 All competitions offered on this web site will be open to local residents only unless expressly stated otherwise. We may also stipulate additional entry criteria for entrants to a competition (e.g. minimum age) and any entrant failing to comply with such criteria may be refused entry.
- 13.3 Anyone working for us or any entity in our group or for the supplier of the prizes for the relevant competition (including any director, employee, contractor, agent or consultant) and any person with more than 5% (Five Per Centum) shareholding in any of our group entities, or for any of our advertising, media or public relation agencies, as well as any family members of any of the aforesaid are prohibited from entering any competitions offered on this web site.
- 13.4 The closing date for any competition will be as stated. The judges cannot accept responsibility for late entries.
- 13.5 We will be entitled to all rights, title and interest in all entries submitted, including all intellectual property rights. Entrants must do all things necessary, including the execution of any requisite documentation to transfer such rights to us, as and when requested.
- 13.6 Any entrant may be required to submit proof of age. If you are not yet 18 (Eighteen), you will be required to obtain your parents' or legal guardians' advance authorisation, permission and consent to participate in a competition or any of the related activities. If you fail to obtain such consent you may not participate in the competition or related activities.
- 13.7 The judge's decision will be final. We will not enter into any correspondence.
- 13.8 All entrants' information will be used only in accordance with our Data Privacy Statement <https://www.termsconditions.co.za/content/TermsConditions/en/privacy-policies.html> .
- 13.9 Where entry by SMS is applicable, SMSs are charged and standard rates will apply. Free rates do not apply.
- 13.10 Any deviation from the rules and/or an attempt to manipulate the outcome of the prize will result in disqualification.
- 13.11 We reserve the right not to award a prize in any situation where it would be unlawful to do so.
- 13.12 Multiple winners may be subject to tie-break to decide an outright winner.
- 13.13 We may re-allot the prizes if we are unable to contact selected winners. Please ensure that you provide the correct contact details.
- 13.14 Your name may be published when winners are announced.
- 13.15 Winners may be requested to be photographed for publicity purposes or to participate in a radio or television broadcast or other marketing activity. No fees will be payable in this regard. Participation in any such marketing activity is voluntary and may be declined.
- 13.16 No cash alternative is available for any prize unless expressly stated otherwise.

- 13.17 Prizes are non-transferable in whole or in part, must be taken as stated and may not be sold to a third party. You must confirm acceptance of the prize as stated, failing which you will no longer be eligible for a prize, and that prize will be re-allotted.
- 13.18 If any prize offered becomes unavailable for reasons outside our control, we reserve the right to select an alternative prize of equivalent type and value.
- 13.19 Where prizes involve travelling abroad, winners must be in possession of a valid passport, required visas and the relevant health certificates.
- 13.20 We accept no responsibility for any incorrect or incomplete registration details that you may supply as part of your registration. No responsibility will be accepted for undelivered, lost or delayed entries. Proof of sending is not proof of receipt. Errors in entries may, in the judge's discretion, void entries.
- 13.21 YOU ENTER OUR COMPETITIONS AT YOUR OWN DISCRETION AND RISK. WE, OUR AFFILIATES, COMPETITION PARTNER/S AND THEIR RESPECTIVE SHAREHOLDERS, EMPLOYEES, OFFICERS AND REPRESENTATIVES SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY LOSS, DAMAGE, INJURY OR COSTS, HOWSOEVER ARISING, SUFFERED AS A RESULT OF YOUR PARTICIPATION IN A COMPETITION, SAVE TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED UNDER APPLICABLE LAW.

#### **14. Xtra savings card**

- 14.1 You will be able to link your account to your Shoprite/Checkers Xtra Savings card (if you are a registered participant in the rewards programme) in order to qualify for promotional discounts, as offered or advertised from time to time.
- 14.2 All promotions will be conducted in accordance with the terms listed in clause 13 above.

#### **15. Complaints and General**

- 15.1 We aim to provide you with quality service. If, however, you feel that you have cause to complain, you can submit a complaint via email to [help@shopritesend.co.za](mailto:help@shopritesend.co.za). We will try to do our best to resolve any problems that arise. We require that you provide us with the following as part of your complaint:
- Your full names, and Member ID, transaction number related to complaint, telephone number and email address;
  - The location and description of the service feature or transaction which is the cause of your complaint;
  - The problem with the service or transaction or rights that you allege to be infringed by such feature or component;
  - The actions you would like us to take to remedy the problem;
  - A statement confirming that you are making the complaint in good faith;
  - A statement confirming that the information you are providing to us is to the best of your knowledge true and correct;
  - Please incorporate your signature into the complaint.
- 15.2 Use of this service is subject to the laws of the Republic of South Africa, and the exclusive jurisdiction of the Cape Town High Court provided that if any South African Lower Court has competent jurisdiction over your person to adjudicate on any dispute arising from or in connection with these terms of use, such Lower Court will also have jurisdiction to adjudicate the dispute notwithstanding that the amount in dispute may exceed such court's jurisdiction. You agree to accept service of legal processes at the addresses you may provide to us when you use or subscribe to our web site services.
- 15.3 These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to this site, the services offered here and any products and services acquired through this site. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us.

- 15.4 Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable, a portion will be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.
- 15.5 You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without prior written consent. We may cede, delegate, transfer and assign our rights, obligations and duties hereunder to any other person.
- 15.6 We will be excused from a failure to perform or delay in performance of our obligations hereunder if and to the extent that circumstances outside our reasonable control prevent or delay such performance.
- 15.7 We will try to ensure that sensitive payment information (such as credit card details) provided to us are suitably protected. For such purposes we will implement reasonable security measures which may include cryptographic techniques to protect such information. HOWEVER, WE DO NOT GUARANTEE THE ABSOLUTE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US OR THAT IS TRANSMITTED TO YOU OR ANY OTHER PERSON.
- 15.8 These terms of use represent the entire agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter.
- 15.9 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty of any person other than as expressly set out in this agreement.
- 15.10 Nothing in these terms of use shall limit or exclude any liability for fraud.
- 15.11 No reliance may be placed on any oral statements made either before or after entering into these terms of use. No reliance should be made on any statements made on the Shoprite Money Transfers website, which may be out of date. Shoprite Money Transfers accepts no variations to these terms of use proposed by clients save those expressly agreed by a Director of Shoprite Money Transfers in writing. Shoprite Money Transfers may vary these terms of use by posting notice of such variations on its website and such changes shall be binding from the date of such notice.
- 15.12 If any provision of these terms of use is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable that provision or part provision shall, to the extent required, be deemed not to form part of these terms of use or any contract or Trade transacted there under, and the validity and enforceability of the other provisions of these terms of use shall not be affected.
- 15.13 The client may not, without the prior written consent of Shoprite Money Transfers, assign, transfer, charge, mortgage or deal in any other manner with all or any of its rights or obligations under these terms.
- 15.14 All communications in regard to any Trade shall be in the English language.
- 15.15 A person who is not a party to these terms of use shall not have any rights under or in connection with them.
- 15.16 Shoprite Money Transfers may record telephone conversations with clients and, in doing so, comply with the Telecommunications (Lawful Business Practice) (interception of communications) Regulations 2000. Shoprite Money Transfers keeps these records in order to establish the existence of facts, or to ascertain compliance by its employees with its practices and procedures; or for the purposes of preventing and detecting crime. All reasonable efforts are made to notify every person who is being recorded that recording is taking place.
- 15.17 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the affairs of the other party except as permitted below. Each party may disclose the other party's confidential information:

- To persons who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that anyone to whom it is permitted to disclose and to whom it discloses the other party's confidential information complies with this clause; and
- As may be required by law, court order or any governmental or regulatory authority.

15.18 No party shall use any other party's confidential information for any purpose other than to perform its obligations under these terms of use.

15.19 These terms of use and any Trade or contract made pursuant to these terms of use and any dispute arising hereunder shall be interpreted in accordance with South African law and all disputes shall be heard in the exclusive jurisdiction of the courts of South Africa.

15.20 Clients are required to store the Balance of Payments form (integrated Form) outlining the details of your Transaction for a period of 5 (Five) years.

## **16. Conversion of funds**

16.1 On occasions the Shoprite Money Transfers system may not allow Shoprite Money Transfers to perform currency conversions due to technical problems and Shoprite Money Transfers take no responsibility for adverse exchange rate movements that may occur during these outages.

16.2 Shoprite Money Transfers reserves the right to amend any exchange rate or total amount payable to a client provided by the online system should there be any technical or other fault regarding the calculation of exchange rates or amounts on the said system.

## **17. Use of your Personal Information**

17.1 Shoprite Money Transfers respect your privacy and adhere to the principles as set out in the Protection of Personal Information Act 4 of 2013 ("POPI"). For the purposes of providing the services to you, we will require you to provide us with some of your personal information and will treat such information in line with POPI.

17.2 Shoprite Money Transfers collects personal information from clients to perform the following functions:

- a) Processing of Trade Requests;
- b) Customer service and experience;
- c) Fraud detection;
- d) Fulfilment of services provided to clients;
- e) Communicating to clients when conditions and/or circumstances of any event has changed; and
- f) If the appropriate consent has been obtained, outbound marketing to Shoprite Money Transfers clients.

17.3 As a general rule, Shoprite Money Transfers will only collect personal information directly from a client, unless the client has obtained the consent of another person to request for a transaction on their behalf and they are in possession of the necessary written authority which has been approved by Shoprite Money Transfers.

17.4 We may receive information about you from reliable third parties, if you have provided the necessary consent, and add it to our database. We shall ensure that such third parties operate a similar policy to us in relation to your privacy. When we receive such information, we shall use it to improve the personalisation of our service.

17.5 Due to the nature of the services provided by us, we may need to transfer your personal information outside of the borders of the Republic of South Africa, so as to fulfil your transaction request. We will, at

all times, ensure that the countries to where your personal information is transferred has the same or similar data protection legislation as us to ensure that your personal information is at all times kept secured and handled correctly.

17.6 You are entitled, in terms of the Protection of Personal Information Act 4 of 2013, to submit a complaint to the Information Regulator in the prescribed manner and form if you suspect interference with your personal information by us. The contact details of the Information Regulator for this purpose are: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za).

## **18. Contact Information**

Questions, notifications, and requests for refunds or further information can be sent to Shoprite Money Transfers, as follows; by phone at +27 21 300 3838; or by email: [help@shopritesend.co.za](mailto:help@shopritesend.co.za) .