



MONEY MARKET VOUCHER ACCOUNT: PRODUCT TERMS ("Terms")

1 Introduction and legal notice

- 1.1 Shoprite ("**we**", "**us**" or "**our**") offers the service of the Voucher Account as a prepaid account in terms of which Customers ("**you**" or "**your**") can conduct certain Transactions using a monetary value loaded onto the account (collectively, the "**Voucher Services**"). The Transactions which can be conducted in terms of this account are indicated in 7 (the "**Voucher Transactions**").
- 1.2 These Terms govern the terms of use of the Voucher Account as read with the Electronic Channel Terms (which can be found at www.shoprite.co.za / www.checkers.co.za and by registering for the Voucher Account through an Electronic Channel or in store, you agree to be bound by the Terms (see 5.1). By doing so you also confirm that you have read and accepted the Electronic Channel Terms and the general declarations contained in Annexure A.
- 1.3 **As stated in the Electronic Channel Terms, there are certain provisions in these Terms which also limit our liability or in terms of which you accept certain risks or facts. These provisions are marked in bold letters.**
- 1.4 If you do not agree to anything in the Terms you may elect to cancel your Voucher Account in accordance with 20.

2 Electronic Channel Terms

- 2.1 The Electronic Channel Terms govern your use of all Shoprite's Electronic Channels like the Mobile Application, WhatsApp or USSD, and contain common terms applicable to, and govern all Shoprite Products, including the Voucher Account.
- 2.2 As the Voucher Account is a Shoprite Product that is offered on its Electronic Channels, these Terms should be read together with the Electronic Channel Terms which supplement these terms and are incorporated by reference herein. Terms which are used and not defined herein are defined in the Electronic Channel Terms.
- 2.3 Where there is a conflict between these Terms and the Electronic Channel Terms, these Terms will prevail to the extent of the conflict unless the provisions relate to an Electronic Channel.

3 Customer Care

If you have any comments, queries or complaints about the Voucher Account, these Product Terms or any Electronic Channel, you can contact our Shoprite's customer care ("**Customer Care**") at the following details -

- 3.1 telephone line - 0860 010 709; or
- 3.2 email - help@moneymarketaccount.co.za.

4 Eligibility

- 4.1 To open and use a Voucher Account you must be 18 years or older and either -
- 4.1.1 a South African citizen in possession of a valid ID number and document; or
- 4.1.2 a foreign national in possession of a valid passport number and document.
- 4.2 You may open a Voucher Account as a business, but then different terms and conditions will apply to you, which can be requested by emailing mmsales@shoprite.co.za.

5 Accessing your Voucher Account

- 5.1 The Voucher Account is available -
- 5.1.1 through the Mobile Application, which can be downloaded from an App Store;
- 5.1.2 by dialling *120*3534# (USSD); or
- 5.1.3 by messaging the Shoprite (0872405709) or Checkers (0872405385) WhatsApp channels, respectively.
- 5.2 Alternatively, you may open a Voucher Account at a Shoprite kiosk by producing your original ID or passport. If you produce your identity document ("**ID**"), which will be scanned.

6 Requirements

- 6.1 When opening a Voucher Account, you will be required to provide the following information documents, your -
- 6.1.1 full name and surname as per your ID or passport; and
- 6.1.2 mobile number.
- 6.2 Unless you open an account through a Shoprite kiosk, your ID number will be verified against Home Affairs' database through a Third-Party, to ensure these details are correct.
- 6.3 We may request further information or documents from you to comply with our internal policies / processes or external requirements under Applicable Laws. This may include us requesting copies of your identity document or proof of residence or income. We reserve the right to do so at any time.
- 6.4 Should you -
- 6.4.1 refuse to provide us with any information or documents we request; or
- 6.4.2 provide us with false, outdated or incomplete information,
- we reserve the right to cancel your Voucher Account and terminate the agreement between us and you.

7 Using your Voucher Account

You can use your Voucher Account to perform the following Transactions (the "Voucher Transactions"):

| Transaction | Description, requirements |
|-----------------------------|--|
| Loading value | You or someone else (like your employer or family member) can load value onto your Voucher Account by - 1. depositing cash at a Shoprite, Checkers or Usave Store; 2. making an Ozow EFT through the Mobile Application; or 3. using your credit / debit card through the Computicket.com website. The person loading value onto your Voucher Account does not need one themselves. |
| Transfer | You can transfer value from your Voucher Account to someone else as long as you have their cell phone number. The person who you make the transfer to will be able to access and use their value once they have registered for their own Voucher Account through an Electronic Channel or in store (as indicated at 5.1). It has to be a South African cell phone number. You are solely responsible for ensuring you provide the correct cell phone number. |
| In-Store Purchases | You can make payment for purchases at our Participating Stores using your Voucher Account by using an Electronic Channel (as per 5.1) or a linked Xtra savings card. |
| In App Prepaid Purchases | You can buy products from Third-Party Vendors through the Mobile Application, namely, airtime and data, gaming and electricity vouchers. |
| Pay bills and accounts | You can pay bills and accounts through the Mobile Application |
| Balance enquiry | You can check your Voucher Account balance on the Mobile Application or by dialling *120*3534# and following the prompts |
| Link your Xtra savings card | Link your card to transact at Participating Stores. |

8 Voucher Transactions Limits and Fees

8.1 Voucher Transactions are subject to specific limits. To check what limit/s apply and to what Transactions, you can visit the following link: www.moneymarketaccount.co.za

8.2 We do not charge any fees for the Transactions.

9 Transaction and account rules

9.1 Not a bank account

The Voucher Account is not a bank account nor are we a registered bank or performing any of the functions of a bank: it is a prepaid account whereby you can load a value on and conduct the Voucher Transactions. You are not permitted to do anything other than the Voucher Transactions with the Voucher Account.

9.2 Not a debit / credit card or open loop

You are only permitted to pay for products and services using your Voucher Account at authorised Third-Party Vendors and Participating Stores and nowhere else. The Voucher Account is not a debit / credit card, nor does it form part of an open loop system: the Voucher Account can only be used within Shoprite's network.

9.3 Not refundable

The value loaded onto your Voucher Account is not refundable under any circumstances and the value

cannot be resold or exchanged under any circumstances.

9.4 Not a Financial Product

The Voucher Account is not a financial product as defined in the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"). The Voucher Service is not a financial service under FAIS.

9.5 Cannot be converted to cash

The value loaded onto your Voucher Account cannot be converted to cash under any circumstances.

9.6 Sufficient funds

Any Transaction will only be authorised if you have enough funds in your Voucher Account to perform the Transaction. For example, you will not be able to purchase groceries at a Participating Store for more than R100 if that is the value you have loaded onto your account.

9.7 Records are sufficient

Our records are sufficient (i.e. prima facie) proof of your account balance and the amounts of your Account Transactions, unless you can prove otherwise.

9.8 Limits

We may in our discretion or if required by any Applicable Law impose limits on the number and type of Account Transactions you conduct using your Voucher Account. We will, where permitted by law and reasonably practicable, provide you with reasonable notice of any such limitation we impose. You can check the latest limits for the Voucher Account at www.moneymarketaccount.co.za

10 Accessing your Voucher Account and security

10.1 To access your Voucher Account and carry out the Voucher Transactions you must follow one of the methods indicated at 5.1 Each time you access your Voucher Account you will have to enter your 5-digit PIN ("Pin"). Your Pin constitutes an Access Code and its use is governed by clause 8 of the Electronic Channel Terms, including the requirement that you must take reasonable precautions to keep your Pin secret and secure. You must at all times keep your Pin secret and never share it with any other person or business. We will never ask you for your Pin. You also need to keep your Device secure and ensure that it is not lost or stolen, if it is you must notify us in accordance with clause 10.5 of the Electronic Channel Terms.

10.2 **You warrant that you will at all times comply with this 10 and that you indemnify us and hold us harmless for any Losses that you may suffer due to any unauthorised use of your Pin due to no fault or negligence on our part.**

11 Fees and interest

11.1 **The registration of the Voucher Account and any of the Voucher Transactions are not subject to any fees by us.**

11.2 **You acknowledge and understand that you may be charged data by your mobile services provider for utilising an Electronic Channel, for example accessing the Mobile Application or utilising USSD. We are not liable for any data or airtime charges you may incur. The connectivity costs, data or airtime costs you may incur for using the Voucher Account are fully set out at clause 14 of the Electronic Channel Terms.**

11.3 The Voucher Account as a prepaid service cannot have a negative balance and there is no negative interests charged.

11.4 You do not earn any positive interest on the balance of your Voucher Account.

12 Changes in terms or Voucher Transactions

- 12.1 The Terms and the Transactions you can perform with a Voucher Account (i.e. the Voucher Transactions) are subject to change, which may include a change in the terms and processes of the Voucher Transactions, fees / charges, and / or the discontinuation of any Voucher Transactions or addition of any others (a "Term Amendment").
- 12.2 We are also further permitted to suspend, discontinue, modify or upgrade the Voucher Account, in whole or in part (an "Account Change").
- 12.3 Where we wish to implement a Term Amendment or Account Change, we will -
- 12.3.1 notify you by way of a notification on our Site, which we may elect to confirm by way of text (SMS), email and / or the Mobile Application, depending on the amendment or change;
- 12.3.2 at least 20 Business Days before such change is to take effect.
- 12.4 Should you not wish to agree to any such change when it takes effect, you may elect to cancel your Voucher Account in accordance with 20. You will nevertheless be bound by the Terms until such time that you cancel your Voucher Account and certain provisions in the Terms may survive termination.
- 12.5 **We are not liable for any Losses that you may incur in us amending the Terms or making an Account change as a result of a Term Amendment or an Account Change.**

13 Payments to Third-Party Vendors

- 13.1 Payments through our Electronic Channels is governed by clause 9 of the Electronic Channel Terms.
- 13.2 Once you issue a payment instruction through the Electronic Channel, you are providing authorisation for the processing of such payment. If you send a payment to the wrong party or send a payment for the wrong amount, you shall have no recourse against us and understand that you will be required to contact the Third-Party Vendor who you paid and ask them to refund you.
- 13.3 In the event of -
- 13.3.1 a payment made from your Voucher Account not being received by a Third-Party Vendor; or
- 13.3.2 you not receiving a Third-Party Vendor's products or services which were paid for using your Voucher Account, you must immediately contact Customer Care or approach your nearest Money Market counter at a Participating Store to be assisted to escalate the matter for investigation by Shoprite. You may be required to provide evidence of the Transaction in question.
- 13.4 **Nevertheless, you acknowledge that any products or services offered by a Third-Party Vendor are not in our control and we may advise you to contact the vendor directly, alternatively, we will assist you to the extent we are able to.**
- 13.5 **We will in no way be liable for any product or service not received by you from a Third-Party and you alone are responsible for escalating the matter and ensuring that the correct procedure is followed in ensuring receipt of the service.**

14 Disputes with Third-Party Vendors

- 14.1 **We do not act as the agent of any Third-Party Vendor in the provision of Value Added Services, including without limitation any Third-Party Vendor that supplies you with airtime. We do not endorse any Third-Party**

Vendor's goods or services as being fit for purpose or not defective or in any other respect. Accordingly, unless we acted with gross negligence or fraudulent intent, we will not be liable for any Losses or damages you may suffer due to or in connection with -

- 14.1.1 **any Third-Party Vendor's refusal to refund you for goods or services purchased using your Voucher Account for any reason;**
- 14.1.2 **any defective goods or services supplied by any Third-Party Vendor's which you bought using your Voucher Account;**
- 14.1.3 **any cell phone airtime which you bought using your Voucher Account; and / or**
- 14.1.4 **the failure of any Third-Party Vendor to provide you with goods or services which you have paid for using your Voucher Account.**
- 14.2 **No dispute between you and a Third-Party Vendor will give you the right to -**
- 14.2.1 **require that we refund you for the goods or services purchased and in dispute;**
- 14.2.2 **instruct us to refuse to pay the Third-Party Vendor for the goods or services you bought using your Voucher Account; and / or**
- 14.2.3 **instruct us to do a chargeback of a payment already made to the Third-Party Vendor for the goods or services you bought from the Third-Party Vendor using your Voucher Account.**

15 In-store returns at Participating Stores

The return of any goods or services that you purchased at a Participating Store is subject to the Participating Store's terms and conditions. We may return or refund you for products or services bought at a Participating Store.

16 Unauthorised use and transactions

- 16.1 You undertake to immediately contact our Customer Care (at the details at 3) if -
- 16.1.1 there has been a payment from the Voucher Account which you did not authorise;
- 16.1.2 you have reasonable grounds to believe that an unauthorised person has accessed your Voucher Account;
- 16.1.3 any of your Access Codes have been compromised; and / or
- 16.1.4 your Device with the Mobile Application loaded onto it has been lost or stolen,
- 16.2 (each a "Security Event"). After you have informed us of a Security Event, we will immediately assist you in changing your Pin.
- 16.3 We will not be liable for any Security Event unless we have acted with gross negligence or wilful default. If the PIN comprised due to negligence on own part.

17 Personal information and privacy

- 17.1 How we process your personal information is governed by POPIA, any other Applicable Laws, these Terms, the Electronic Channel Terms and our Privacy Statement at the following link:
www.shopriteholdings.co.za/content/dam/shp/docs/shp-data-privacy.pdf.
- 17.2 Notice of the terms of processing of your personal information is given in accordance with the Electronic Channel Terms as read with our Privacy Statement.

18 Communications and up to date information

- 18.1 We may communicate with you regarding your Voucher Account through the Mobile Application, text (SMS), our Site or by calling you.
- 18.2 It is your responsibility to keep your profile up to date. In the event that we send you an electronic communication but you do not receive it because your telephone number or email in our records is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive it, we will be deemed to have provided the communication to you effectively.
- 18.3 Please immediately update your profile if anything changes. You can do this from your Device by contacting Customer Care with the details at 3.
- 18.4 You are also required to notify us if there is any fact or circumstance which may affect our provision of the Voucher Services to you.
- 18.5 **You warrant that you will at all times comply with this 18 and that you indemnify us and hold us harmless for any Losses that you, we or a Third-Party suffers due to incorrect, false, fraudulent or outdated information.**

19 Abuse

- 19.1 You may not use your Voucher 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 Voucher Transactions using your Voucher Account.
- 19.2 If we are notified, or have reason to believe, that you are abusing your Voucher Account or that you are using it unlawfully, fraudulently or against these Terms or the Electronic Channel Terms, we terminate access to your Voucher Account on the terms indicated in 20 or suspend your account pending investigation. You agree to cooperate with us in any such investigation, this includes cooperating with any law enforcement authority or regulatory body that may be involved.

20 Termination

- 20.1 The agreement between us and you may be terminated and your Voucher Account closed in one of the following ways:

| Termination type | Termination Event |
|--|--|
| Dormancy | Your Voucher Account will be classified as dormant if it has been inactive with no customer-initiated transaction for three years from the date of the last transaction . |
| Cancellation on notice by us without cause | We may cancel the agreement between us and close your Voucher Account without cause on 10 Business Days' notice. |
| Cancellation on notice with cause | We may cancel the agreement between us and close your Voucher Account with cause with immediate effect. " Cause " here refers to and includes - <ol style="list-style-type: none"> 1. any breach by you of these Terms or any other terms between us and you for other Shoprite Products or Electronic Channels; 2. where we are required by law or any regulatory or law enforcement authority to close your Voucher Account; 3. where we suspect fraud or any other illegal activity on the account; |

| Termination type | Termination Event |
|-------------------------------|--|
| | <ol style="list-style-type: none"> 4. where you refuse to cooperate with us, answer our communications and / or assist in any investigation we undertake; 5. where you use the Voucher Account in a manner that does, or may reasonably be expected to, result in complaints, disputes, claims, chargebacks, fees, fines, penalties, losses and other potential liability to us; 6. where being associated with you may bring our good name and standing into disrepute; 7. where we suspect or uncover you have provided us with false or misleading information or documents; and / or 8. where we are unable to continually verify you or suspect someone else is using the Voucher Account. |
| Cancellation on notice by you | <p>You may cancel these Terms at any time on 10 Business Days' notice for us to process your request to close your Voucher Account.</p> <p>You can notify us to cancel your Voucher Account by contacting Customer Care with the details at 3</p> |

- 20.2 **Upon termination for any of the reasons indicated in 20.1 you will forfeit any fund or value in your Voucher Account as the value is not redeemable as cash. You therefore have to ensure that you spend your funds before providing us with notice of cancellation and that should we provide you with notice of cancellation, you spend your funds before the 10-day period runs out.**

21 Know Your Client

To the extent applicable, you shall upon our request supply information and documentation and other evidence as is reasonably requested by us in order for us to carry out and be satisfied that we have complied with all necessary "know your client", "anti-money laundering" or other similar checks under all Applicable Laws or in terms of our internal processes and procedures.

22 Indemnity

You agree, to the fullest extent permitted under Applicable Law, that we will not be liable for any Losses or damages you or a Third-Party incur due to your use of the Voucher Account and / or performing the Voucher Transactions, whether such Losses are based on a claim in contract, delict (including negligence and strict liability), warranty, statute or otherwise, except where it is finally judicially determined that such Losses resulted purely from the gross negligence or wilful misconduct on our part.

23 Definitions

In these Terms, -

- 23.1 "**Loading**" - putting a positive value on your Voucher Account, by cash deposit, EFT or debit / credit card, to perform the Voucher Transactions by using the value in your Voucher Account;
- 23.2 "**Participating Store**" - a Shoprite, Checkers or Usave store;
- 23.3 "**Third-Party Vendor**"- any business that sells goods, services or both to you and is enabled and authorised to accept payment through the Electronic Channels by means of funds loaded onto the Voucher Account;
- 23.4 "**Voucher Account**" - the prepaid account in terms of which a customer is permitted to conduct the Voucher

Transactions in terms of the Terms and as further described in 1.1.

23.5 **"Voucher Services"** - our offering of the Voucher Account to you in accordance with these Terms and as further described in 1.1; and

23.6 **"Voucher Transaction"** - the transactions which you may perform in terms of the Voucher Account as listed in 7 and **"Voucher Transactions"** refers to more than one of them.

ANNEXURE A- GENERAL DECLARATIONS

By accepting the Terms and entering into the agreement, you agree, acknowledge and warrant that you -

- 1 understand the risks and costs of using the Voucher Account;
- 2 understand and agree that we may disclose information about you if required by an Applicable Law to do so;
- 3 understand your rights and duties in terms of the Terms;
- 4 you have read and understand the Terms, including the Privacy Statement and Electronic Channel Terms;
- 5 you have the legal capacity to open the Voucher Account in accordance with the Terms; and
- 6 agree to the jurisdiction of the Magistrate's Court even if the amount we claim from you is more than the Magistrate's Court limit. This does not prevent us from bringing legal proceedings in a High Court that has jurisdiction.