

TERMS AND CONDITIONS OF THE STANDARD BANK MASTERPASS SERVICE

MasterPass is a digital wallet service (Standard Bank MasterPass Service or MasterPass) offered by Standard Bank and MasterCard (**we, us, our** or **ours**) that stores your selected payment and shipping information in one convenient and secure place (**MasterPass Wallet**). That information is then transmitted at your request to merchants that display the MasterPass acceptance mark (eg **Buy with MasterPass**) physically at their store, on their website, mobile site, electronic bill or smart device application (each, a **MasterPass Merchant**).

These terms and conditions (Terms) apply to you individually and your use of the Standard Bank MasterPass Service.

These Terms apply to all users of the Standard Bank MasterPass Service (**you, yours** or **your**). Please read these Terms carefully as they contain exclusions and limitations of our liability that affect you and they impose legally binding obligations on you. It is your sole responsibility to determine whether the Standard Bank MasterPass Service is suitable and adequate for your needs. You assume all risks associated with your use of the Standard Bank MasterPass Service.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT REGISTER FOR A MASTERPASS WALLET OR USE THE STANDARD BANK MASTERPASS SERVICE.

By clicking "accept", "proceed", "continue", or by using the Standard Bank MasterPass Service, you agree to these Terms and represent and warrant that you are at least 18 years of age, capable of entering into a legally binding agreement and that you are the primary cardholder in respect of all the Cards that are linked to the MasterPass Wallet. You may use the Standard Bank MasterPass Service only on your own behalf.

General

We have defined some words in these Terms. These words will begin with a capital letter where indicated. Singular words include the plural and the other way around.

Any references to legislation, rules or regulations will refer to the same as are amended from time to time.

Important clauses which may limit our responsibility or involve some risk for you will be in bold and italics. You must pay special attention to these clauses.

You agree that you will not use the Standard Bank MasterPass Service in contravention of any applicable laws, regulations and/or these Terms.

The Terms and the relationship between us shall be governed by the laws of the Republic of South Africa and in particular the rules and regulations for Authenticated Mobile Transactions (**AMT**) as stipulated by the Payments Association of South Africa.

These Terms apply together with the respective current version of the terms and conditions of the website www.standardbank.co.za, including the privacy and security statement, and any other relevant terms, conditions and disclaimers that are incorporated by reference into these Terms.

If any clause in these Terms is invalid, illegal or unenforceable, it will not affect the validity, legality or enforceability of the remaining clauses of these Terms.

If we fail to exercise or enforce any right or provision of the Terms, it shall not constitute a waiver of such right or provision.

Variation

We may update these Terms at any time, upon written notice to you. Your continued use of the Standard Bank MasterPass Service will be deemed an acceptance of the Terms.

Registering for the Standard Bank MasterPass Service

To register for a MasterPass Wallet you will first need to download the App from the relevant App Store onto your Device. During the registration process you will be asked to provide the following:

- name and surname;
- a valid email address;
- date of birth;
- Password; and
- Your Payment Information.

You can change your Password as often as you want by logging into the App.

If you have more than one Card registered to your MasterPass Wallet, you can choose which Card to use when making a purchase, either by using your "default" Card (being the Card you have chosen as your default payment option) or by selecting another Card at the time of purchase.

You are solely responsible for maintaining up-to-date and accurate information pertaining to your MasterPass Wallet, including without limitation all Payment Information. ***We are not responsible for incorrect and/or invalid information given by you.***

Use of the Standard Bank MasterPass Service

You will not use or access the Standard Bank MasterPass Service carelessly or negligently.

You should only use the latest version of the App. The App Store will notify you of any updates or upgrades that are available to you. ***If you do not install the latest version, the App may not work correctly and you may experience security and/or data flaws, for which we will not be liable under any circumstances.***

You may only use the App on the Device with which you registered for the Standard Bank MasterPass Service. All uses of the App are subject to the terms of the App Store where you downloaded the App.

You are solely responsible for ensuring your use of MasterPass complies with the terms and conditions that govern your Cards that you store in and use through your MasterPass Wallet. Nothing in these Terms overrides the terms and conditions on your Card as agreed with the Issuer and it is your responsibility to comply with such agreement.

If you have any issues regarding any of your Cards then you must contact your Issuer directly.

Transacting with a MasterPass Merchant

When you click on the Buy with MasterPass button (or other prompter) at a MasterPass Merchant, the Payment Information that you have registered in your MasterPass Wallet will be used to process your Transaction.

Each Transaction is subject to the MasterPass Merchant's specific terms and conditions, and is a contractual relationship directly between you and the relevant MasterPass Merchant. Our inclusion of a MasterPass Merchant in MasterPass does not constitute any approval, endorsement or warranty by us of such MasterPass Merchant or the products or services offered by them.

You must check that your purchase is correct, not only with regards to the contents of your purchase but also with regards to the details of the MasterPass Merchant. We will process your instruction to debit your Card for the particular Transaction in real time. ***Once you submit your Transaction it cannot be reversed.***

We are not responsible for any loss you suffer if you enter the incorrect details for your Transaction.

We are not responsible for any loss or damage you suffer because you repeated a purchase and we repeated the debit.

Fees and Costs

While the Standard Bank MasterPass Service is currently available free of charge, we may in the future charge for it (or additional features or functionality) at any time, in our sole discretion.

Standard data costs will be charged when you download the App and every time when you access the App. These costs are charged by your mobile network operator. Any questions related to your data costs must be sent to your mobile network operator.

You are responsible for all charges and debits to your Cards that result from Transactions, including any fees charged by the relevant Issuer.

Keeping your MasterPass Wallet Secure

You are responsible for keeping your Password and PIN secure and for all activities that occur through your MasterPass Wallet, including the activities of others and regardless of whether such activities are authorised.

If you do not, you give up any claim you may have for any loss or damage you may suffer because you have not kept them safe. After your Password and/or PIN have been entered, we will assume that any instruction is genuine. If someone else uses your Password and/or PIN, we may carry out an instruction as if you authorised it. ***You may also be held liable for any losses incurred by any other party due to someone else using your MasterPass Wallet or Payment Information.***

We will never ask you to enter your PIN, the last three digits of the number printed on the signature strip on the back of your Card (card verification value, or card validation code) on any device other than the Device with which you registered for the App.

If your Device is lost or stolen, or is no longer in your possession, you may simply register again for the App on a new Device. It is in your best interests however to change your Password and/or PIN if you believe they have been compromised in any way whatsoever. ***Neither we nor any of our service providers will be liable for any loss or damages of any kind that may arise as a result of the unauthorized use of your MasterPass Wallet or any Payment Information, either with or without your knowledge.***

All uses of the App are protected by encryption at international standards. The Personal Information you send through the App is encrypted. Only our authorised employees or agents have access to information related to the App.

Transaction disputes

If you have any disputes with respect to any Transaction made via the Standard Bank MasterPass Service, you must contact the MasterPass Merchant with which you entered into the Transaction.

Processing your Personal Information

In order to provide the Standard Bank MasterPass Service and to improve on the services you receive from us, we may Process your Personal Information, including without limitation:

- information about your Device software and hardware, including the unique Internet mobile equipment identity (IMEI) number of your mobile telephone, the unique integrated circuit card identity (ICCID) number of your SIM card in your Device, your email address, internet protocol (IP) address, mobile phone number, third party software installed on your Device, installation and uninstallation rates, language of your Device and its manufacturer, screen size and model of the Device and any other technical information;
- the date and time, country and the IP address of the Device from which your Device connected to our back-end server;
- geographic location information based on your mobile network operator's tower details, GPS (Global Positioning System) and/or WIFI communications network location;
- the Personal Information you give when you enter one of our competitions or promotions, you complete a survey and/or when you report a problem with us;
- a record of the correspondence when you contact us;
- Details of your use of the Standard Bank MasterPass Service, including but not limited to, traffic data, location data, weblogs and other communication data that you access.

We Process the above information for the following purposes:

- to ensure that the Standard Bank MasterPass Service is presented in the most effective manner for you and for your Device;
- to monitor and analyse the conduct on your MasterPass Wallet for fraud, compliance and other risk-related purposes;
- to process your Transaction;

- to verify your identity;
- to allow you to participate in interactive features made available through the Standard Bank MasterPass Service;
- to carry out statistical and other analyses to identify potential markets and trends;
and
- to develop new products and services.

We will keep your Personal Information only to enable us to use it for the purposes described in these Terms.

We reserve the right to monitor your usage of the App to ensure compliance with the Terms.

You acknowledge that:

- we will at all times remain responsible for determining the means for Processing your Personal Information;
- we are required by various laws to Process some of your Personal Information, without which we may be unable to offer the Standard Bank MasterPass Service to you;
- and you are giving us your Personal Information voluntarily.

Disclosure of Personal Information

We will treat your Personal Information as confidential and shall not disclose your information to third parties, except as permitted under these Terms or where we are legally compelled to do so.

You acknowledge and consent that we may disclose your Personal Information under the following circumstances:

- we will need to disclose your Personal Information to perform Transactions with other entities, including but not limited to, Issuers, financial institutions and/or entities that process card transactions and that assist with payment transaction processing;
- we may disclose your Personal Information to any person who provides services to us, any person who acts as our agent or to whom we have transferred or propose to transfer any of our rights and duties in respect of your MasterPass Wallet (some of these persons may be located in countries outside of the Republic of South Africa). We ask persons who provide services to us to agree to our privacy policies if they need to access any Personal Information to carry out their services;
- the information we Process may be used by any member of the Group worldwide, including countries that may have less stringent data privacy laws than your country;
and
- we may need to disclose your Personal Information to our legal advisors, financial advisors, auditors or a competent court in connection with any legal proceedings.

Processing and disclosure of non-personal information

We also process information from you that does not identify you as an individual. We may Process and disclose such information for any purpose.

You acknowledge that we own and retain all rights to non-personal statistical information collected and compiled by us.

Marketing by telephone, post, email or text messages

We may also use your Personal Information to inform you about products, services, and special offers from us or other companies that may interest you. We will do this by telephone, post, e-mail, text message or any other medium. If you decide that you do not want us to do this, you can contact us, and we will stop.

Third Party Sites

Third Party Sites are included only for your convenience and do not constitute any approval, endorsement or warranty by us. When you click on a link to or in a popup of a Third Party Site, you will leave the services controlled by Standard Bank MasterPass. Any Personal Information you submit after you leave Standard Bank MasterPass will not be collected or controlled by us. It will be subject to the privacy notice or terms of use applicable to the Third Party Site. It is your responsibility to review those policies before submitting your information to the Third Party Site and you provide your information at your own risk. ***You indemnify us from any and all losses and/or damages you incur as a result of your access to or use of any Third Party Site.***

You agree that we are not liable for any of the following:

- the content, security, operation, use, accuracy or completeness of any such Third Party Sites; or the products or services that may be offered or obtained through them; or the accuracy, completeness, or reliability of any information obtained from a Third Party Site;
- the ownership or right of use of any licensor of any software provided through any Third Party Site;
- any content featured on Third Party Sites that are accessed through the links found on the App;
- any failure or problem that affects the products or services of a Third Party Site, for example any telecommunication service provider, internet service provider, electricity supplier, local or other authority.

Indemnity

In addition to what is said elsewhere in these Terms, you agree to indemnify and hold harmless us and our business partners, their officers, employees, representatives and affiliates from and against any and all direct, indirect, incidental, special, punitive or consequential losses, claims, liabilities, damages, losses, fines, penalties and expenses (including, but not limited to, legal and other professional fees) arising from or in any way related to:

- your use of the Standard Bank MasterPass Service;
- your (or anyone using your MasterPass Wallet's) breach of these Terms or applicable law;
- your negligence or wilful misconduct; or
- your violation of any third party's rights, including without limitation, any Intellectual Property rights.

Disclaimer

Masterpass is provided "as is" and with all faults. We disclaim all warranties, express and implied, including, but not limited to:

- any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose;
- that MasterPass or any Third Party Site will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will function to meet your requirements.

You specifically acknowledge that we not have any control over whether all your Transactions with a particular MasterPass Merchant will be completed or whether the Issuer will authorise the Transactions that you initiate.

Limitation of Liability

We are not and shall not be liable to you for any direct, indirect, special, punitive, exemplary, consequential, or any other damages whatsoever, including, but not limited to, any personal injury, property damage, loss of use, penalties, fines, loss of business, economic loss, loss of data, or loss of profits arising out of or in connection with:

- these Terms;
- MasterPass, including your use of MasterPass in combination with any Third Party Site;
- someone finding out your Password and/or PIN;
- any defect, fault, malfunction and/or delay in your Device hardware and/or software;
- any technical or other problem (interruption, malfunction, downtime or other failure) that affects the Standard Bank MasterPass Service, our banking system, a third-party system or any part of any database for any reason;
- any dispute in respect of a Transaction (including any errors in the descriptions of the products or services that are offered or the actions or inactions of any Masterpass Merchant);
- your use of your Device, including any lack of attention to your surroundings resulting from such use;
- any Personal Information or other data that is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;
- any event that we have no control over, such as you having sufficient funds on your Card, your network's coverage or availability or your Device's capability or capacity.

This clause does not exclude or limit any liability which, by law, is not capable of exclusion or limitation. Our maximum liability in respect of the Terms is nevertheless limited to the fees you actually paid for MasterPass.

Rights of the App Store

You acknowledge and agree that:

- These Terms are entered into between you and us. Since the App is made available through the App Store, the App Store is a third party under these Terms and will also have the right to enforce these Terms against you;
- To the maximum extent allowed by law, the App Store does not give or enter into any warranty, condition or other term in relation to the App and will not be liable to you for

- any claims, losses, costs or expenses of whatever nature in relation to the App or as a result of you or anyone else using the App or relying on any of its content;
- Any claims relating to the licence to the App, possession or use of the App are between you and us (and not between you, or anyone else, and the App Store), including but not limited to any liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
 - If any claim by a third party that your possession or use (in line with these Terms) of the App infringes any Intellectual Property rights, the App Store will not be liable to you in relation to that claim.

Termination and Suspension

You may deregister from using the Standard Bank MasterPass Service at any time.

We may immediately terminate or suspend your use of the Standard Bank MasterPass Service at any time without notice. This may include, without limitation, if:

- we suspect fraud or illegal, unauthorised or improper conduct;
- we suspect that we are exposed to any risk through your use of the Standard Bank MasterPass Service;
- we are required by law to do so or so ordered by a competent court;
- we suspect that your Device, SIM card or your PIN is being used, has been used or is likely to be used in an unlawful or unauthorised manner;
- we suspect that you are attempting to compromise or interfere with our Standard Bank MasterPass Service systems; or
- we suspect that your use of the Standard Bank MasterPass Service violates any of these Terms or is in contravention of any applicable law or regulations.

Where we terminate your use of the Standard Bank MasterPass Service, all rights granted to you in respect of the Standard Bank MasterPass Service will cease immediately.

Intellectual Property

All Intellectual Property rights used in connection with the Standard Bank MasterPass Service, or contained in documents (in electronic form or otherwise) relating to the Standard Bank MasterPass Service belong to us and/or our licensors (and licensees). You do not have any Intellectual Property rights in Standard Bank MasterPass, or in any improvements or variations that may be made to them.

We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the Standard Bank MasterPass Service, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. You will be asked to accept any additional terms through the App when they apply to you. The App is licenced to you only and you will not grant any rights of use or any other rights in respect of the App or any Intellectual Property Rights in it to any other person.

You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the Standard Bank MasterPass Service, its contents, including any Intellectual Property therein, its design, any updates to the App and/or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all Third Party Sites that is found on the App and/or any content featured on the Third Party Sites which are accessed through links that are found on

the App.

You acknowledge that you will not:

- in any way represent that you have any rights of any nature in any current and future Intellectual Property belonging to us and/or any third parties featured on the App;
- apply for or obtain registration of our current and future Intellectual Property which may be confusingly similar thereto in any country;
- challenge our rights to our current and future Intellectual Property in any country;
- do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair our current and future Intellectual Property or the reputation and goodwill associated therewith or with us and/or any third party featured on the App, or which would be expected to jeopardise or invalidate any registration of our current and future Intellectual Property;
- use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (e-mail) addresses, server names, or search-engine markers anything that is identical to, contained in whole or in part, or is otherwise confusingly similar to our current and future Intellectual Property in any country;
- establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the App without our prior written consent.

You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as are result of any third party claims initiated and/or instituted against us relating to your unauthorised use of MasterPass, the App, the content thereon and/or any other Intellectual Property rights flowing from them.

Nothing contained in these Terms or MasterPass shall be construed as granting by implication or otherwise, any license or right to use any Intellectual Property without the written permission of Standard Bank or MasterCard or such party that may own the trademark.

MasterCard, MasterPass and the MasterCard brand mark are registered trademarks of MasterCard.

Any breach under this clause entitles us, in addition to our normal common law remedies, to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

Address for Notices and Legal Proceedings

We choose the registered address at Standard Bank Centre, 5 Simmonds Street, Johannesburg, 2001 as the address where any legal document or notice must be served or delivered to us.

We will send any legal documents or notices to you at the address we have for you on our records.

We may send any other written communication to your street, postal or e-mail address, or through the App message system. We will regard a communication sent by e-mail as having been received by you one day after it was sent.

Any legal document of notice to be served in legal proceedings must be written on paper.

The relevant provisions of the Electronic Communications and Transactions Act 35 of 2002 do not apply to these legal documents or notices.

How to Contact Us

If you have any queries or complaints about the Standard Bank MasterPass Service you may visit our website at www.standardbank.co.za or call our call centre at 0861 201 000. If you have any questions about a product or service you must call the MasterPass Merchant directly. We are a member of the Banking Association of South Africa. If we do not solve your problem, or if you are not happy with the way your problem was solved then you may contact the Ombudsman for Banking Services at:

- Telephone: 0860 800 900;
- E-mail: info@obssa.co.za or
- Website: www.obssa.co.za

Definitions

In these Terms the words:

- **App** means the MasterPass application for your Device, through which you can pay for Transactions;
- **App Store** means your Device's application store provided by Apple, Blackberry or Android, as is applicable to you;
- **Card/s** means your personal credit, debit and/or cheque card/s with a PIN and includes prepaid card/s;
- **Device** means the smartphone that you use to access the App;
- **Group** means Standard Bank's affiliates, associates, subsidiaries and divisions together with Standard Bank's holding company and its affiliates, associates, subsidiaries and divisions;
- **Intellectual Property** means all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with such inventions, patents, designs, trademarks, service marks, trade names; copyright, including all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda and design documents); rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other Intellectual Property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the aforesaid items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same worldwide;
- **Issuer** means the bank or financial institution that issued your Card to you;
- **MasterCard** means MasterCard WorldWide and any of its related companies;
- **Password** means the password chosen by you for purposes of the App;
- **Payment Information** means your Card number and expiration date, billing information and other information for your Card/s, along with your preferred shipping address;
- **Personal Information** means all personal information about you, including but not limited to, information about your race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your Device's global positioning system, biometric information and financial, criminal or employment history. For purposes of these Terms and the Standard Bank MasterPass Service, your Personal Information also includes your Payment Information;

- **Processing** or Process means any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking as well as blocking, degradation, erasure or destruction of information;
- **PIN** means personal identification number;
- **Standard Bank** means The Standard Bank of South Africa Limited (Registration number 1962/000738/06) and its successors or assigns and unless otherwise indicated, includes the Group;
- **Third Party Site/s** mean/s any website or content that belongs to a third party (including a MasterPass Merchant) that is either featured on the App or is linked to the App;
- **Transaction** means any transaction where you purchase any product or service from a MasterPass Merchant by transmitting your Payment Information through MasterPass.