

**1. Introducing the terms**

- 1.1 These point-of-sale (POS) transaction terms and conditions (terms) form a legally binding agreement between you, the merchant, and us, The Standard Bank of South Africa Limited (registration number 1962/000738/06).
- 1.2 The terms become effective when you choose our merchant solutions product and we approve you to process point-of-sale transactions, as part of our agreement. **This means that you agree to the terms and warrant (promise) that you can enter into a legally binding agreement.**
- 1.3 You must know, understand and comply with the terms. The terms apply together with the merchant solutions terms. This means that all the documents referred to in the merchant solutions terms will also apply to you.
- 1.4 **Pay special attention to the clauses in bold, as they may exclude or limit our liability (responsibility) to you or involve some risk for you.**
- 1.5 **You must make sure that the transaction type is suitable for your needs.**

**2. Definitions**

The words below have the meanings set out next to them unless the context clearly indicates a different meaning.

Word	Meaning
app	A mobile application installed on a qualifying phone, which is as a minimum near field communication (NFC) enabled, and that we have agreed you can use to accept contactless cards as payment.
card	As defined in the merchant solutions terms.
cardholder	As defined in the merchant solutions terms
card machine	A device that captures, transmits and electronically authorises transaction data.
cashback	The cash you give to a cardholder when they use their qualifying card to withdraw cash using your card machine, whether or not they do it as part of a transaction.
cashback threshold	When the cashbacks you process are more than 30%, in terms of number or value, of the transactions you process, unless we let you know otherwise.
equipment	As defined in the merchant solutions terms. This may include a card machine.
fallback	Processing a POS transaction through magnetic-strip technology because the chip on the card is not working, by swiping the card instead of inserting it into the card machine.
magnetic-strip	The strip on the back of a card that contains card information.
manual card entry	A function on the card machine that allows you to manually enter the card information on the card machine by using the supervisor PIN.
manual transaction	A POS transaction that you do offline or through a manual card entry.
POS transaction	A transaction which you process through a card machine or app on your phone, for example when someone uses a card to purchase your goods or services or when you process a cashback.
merchant commission	As described in the merchant solutions terms.
merchant solutions terms	The terms and conditions that apply to our product, merchant solutions.
receipt	As defined in the merchant solutions terms. In the terms, this would mean a transaction slip.
supervisor PIN	The PIN that you can use to override certain functions of the card machine.
transaction	As defined in the merchant solutions terms.

transaction slip A document which the app, your card machine or your retail point-of-sale system generates physically or electronically, after a POS transaction is complete.

transaction type As defined in the merchant solutions terms. In the terms, this would mean a POS transaction.

**3. Your responsibilities**

- In addition to what is set out in the merchant solutions terms and any other schedules which apply to you, you must:
- 3.1 if you are using our card machine to process POS transactions and it uses tally rolls to generate transaction slips, only use tally rolls as specified or approved by us;
- 3.2 get the signature of the cardholder where stipulated on the receipt;
- 3.3 not process POS transactions through fallback unless we approve you for this. **A POS transaction processed through fallback could be charged back to you and whether or not we approve you for this, you are responsible for such a POS transaction;**
- 3.4 make sure that all POS transactions are processed when the card machine or app is working. **If the card machine or app is offline, you cannot process a manual transaction. A manual transaction could be charged back to you and whether or not we approve you for this, you are responsible for the manual transaction;**
- 3.5 give the cardholder their receipt after the POS transaction is complete;
- 3.6 if you use your own card machine to process POS transactions, make sure it is certified by the relevant payment schemes and approved by us in writing, because all POS transactions processed through the card machine could be charged back to you and **you will be responsible for them. You may also be responsible for a penalty fee, which we will let you know about at the time;**
- 3.7 if you use an app to process POS transactions, make sure that you keep your access details safe. **We will consider all POS transactions processed through an app as authorised by you, even if the transaction took place without your knowledge or consent, or you did not authorise it. This means that you are responsible for every POS transaction and any losses related to that transaction, unless you let us know that your access details are no longer a secret and have become known to somebody else;**
- 3.8 make sure that the app works. If you have any problems with the app, you must contact the app provider;
- 3.9 if your business involves selling petrol, oil, diesel, paraffin and other similar vehicle products, for example a petrol station, you have the following additional responsibilities. You must:
- record the registration number of the vehicle for which the petroleum products have been bought on the transaction slip;
  - make sure that the transaction slip shows the petrol pump attendant's signature.

<b>4</b>	<b>Processing cashbacks</b>	<b>6.2</b>	We may stop you from processing POS transactions and/or cancel the terms, for example if:
4.1	If we have enabled you to process cashbacks, you must:		
	a) only process a cashback if you, the cardholder and the card are present. Cardholders must authenticate themselves when they do the cashback, for example by entering their PIN on the card machine;		a) we believe or suspect that you are processing POS transactions wrongly or unlawfully (illegally) or for any prohibited activity;
	b) process the cashback online, through the card machine, in South African Rand only. <b>If the card machine is offline, you are not allowed to go ahead with a cashback. You cannot process a cashback as a fallback;</b>		b) we can no longer enable you to process POS transactions;
	c) make sure that the cashback amount is not more than any cashback limit that we let you know about, and that you pay out the cash equivalent to the cardholder;		c) we have asked you to correct your breach of the terms, the merchant solutions terms or any transaction schedule (if this is possible) and you have not done so at all or have not done so in time;
	d) not encourage or tell a cardholder to rather use the proceeds of a cashback to pay for your goods or services instead of a card;		d) you have breached Standard Bank's general terms and conditions or we have ended our relationship with you under Standard Bank's general terms and conditions;
	e) not exceed the cashback threshold in any month;		e) it is necessary to protect Standard Bank, our clients or service providers, our systems;
	f) make sure that the transaction slip reflects the cashback amount as a separate field;		f) we must do so for legal reasons.
	g) not process a refund for any cashback or for the cashback part of a transaction.		Depending on the reason, we will do our best to provide you with notice of it beforehand.
4.2	Provided you meet your responsibilities and follow our instructions at all times, we will not charge you the merchant commission for processing a cashback or for the cashback part of the transaction.	6.3	All the other terms for ending our relationship which are set out in the merchant solutions terms will apply.
4.3	<b>We may conduct regular or unplanned audits of your cashback facility to make sure that you do not abuse it. If we find that there is abuse, or if you exceed the cashback threshold in any month, we may:</b>	6.4	If you or we cancel the terms, this means that you can no longer process POS transactions. This does not cancel the merchant solutions terms, any transaction schedule or any other part of the agreement, which will still be valid.
	a) <b>withdraw your right to use the cashback facility; and/or</b>	<b>7</b>	<b>Legal protections we have to tell you about</b>
	b) <b>charge you merchant commission for every cashback that you process, or for the cashback part of a transaction. We will let you know about this before we do it.</b>	7.1	The Financial Advisory and Intermediary Services (FAIS) Act and the consumer protections it provides do not apply to the terms.
		7.2	The Consumer Protection Act and its protections apply to the terms.
		7.3	The transaction type does not qualify for protection provided by the Corporation for Deposit Insurance (CODI). You can find out more about this on the <b>CODI website</b> .
<b>5</b>	<b>Fees</b>	<b>8</b>	<b>Questions and complaints</b>
	The merchant commission that you pay for a POS transaction is included as part of the agreement.	8.1	You can refer any questions about POS transactions to us at the contact details in the merchant solutions terms. If you are using an app to process POS transactions and we are not the app provider, we may refer you to the app provider if we cannot answer your question.
<b>6</b>	<b>Cancelling the terms</b>	8.2	For complaints, you can follow the complaints process set out in the merchant solutions terms.
6.1	You can stop processing POS transactions at any time. If you also want to cancel the terms, then you must follow the process set out in the merchant solutions terms.		