

TERMS AND CONDITIONS (TERMS) FOR THE STANDARD BANK PREPAID VIRTUAL CARD

1. INTRODUCTION

- 1.1 These Terms become effective when you create the Virtual Card through the Platform. Whenever we refer to **us, we, our** or **Standard Bank** in the Terms, it means The Standard Bank of South Africa Limited.
- 1.2 The Terms apply to you and your use of the Virtual Card, and they are a binding legal agreement between you and us.
- 1.3 **Please read the Terms carefully and pay special attention to the clauses in bold, as they may exclude or limit our liability (responsibility) to you.** You must know, understand and comply with all the Terms.
- 1.4 By accepting the Terms when you create the Virtual Card through the Platform, you agree to the Terms and warrant (promise) that you are older than 16 years and that you can enter into a legally binding agreement.
- 1.5 These Terms apply together with the latest terms on our website at www.standardbank.co.za, including the definitions, privacy and security statements and any other relevant terms and disclaimers that are incorporated by reference into these Terms.

2. DEFINITIONS

Please note the following terminology and words, which are used in these Terms exactly as defined:

- 2.1 **“3D Secure Code”** means the personal identification number (**PIN**) that you choose when creating your Virtual Card. You can view the 3D Secure Code at any time through the Platform. The 3D Secure Code may be required for you to complete a transaction.
- 2.2 **“Access Codes”** means any of the secret codes (letters and numbers) you use to access the Platform, including your username, password, passcode or phone code.
- 2.3 **“App Platform”** means the mobile application platform owned by the Platform Provider.
- 2.4 **“applicable laws”** means any laws that govern you, us and the activities described in the Terms.
- 2.5 **“device”** means the smartphone or similar device that you use to download and access the Platform.
- 2.6 **“Group”** means Standard Bank Group Limited, its subsidiaries and all their subsidiaries.

- 2.7 **“Merchant”** means any person that can accept the Virtual Card as payment for the Purchases.
- 2.8 **“Personal Information”** means information about a natural or juristic person. This can include information about race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, email, postal or physical address, telephone number, location, online identifier or other particular assignment to the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information, or if revealing the name itself would also reveal information about the person.
- 2.9 **“Platform”** means the Web Platform or the App Platform or both, as the context requires.
- 2.10 **“Platform Provider”** means the entity that manages, controls and administers the Platform.
- 2.11 **“processing”** means any operation or activity, automated or not, relating to Personal Information, including changing; blocking; collation (gathering and arranging); collection; consultation; degradation (loss of information or a reduction of its quality); destruction, spreading by means of transmission, distribution or making available in any other form; erasure; linking; merging; organisation; receipt; recording; retrieval; storage; updating; modification or use, and **process** and **processed** will have the same meaning.
- 2.12 **“prohibited activities”** means:
- 2.12.1 illegal or terrorist activities;
- 2.12.2 money laundering, bribery, tax evasion, corruption and fraud, as well as payments that improperly advantage any person; and
- 2.12.3 any activities that are subject to Sanctions or do not comply with applicable laws.
- 2.13 **“purchase”** means any purchase of goods or services from a Merchant using your Virtual Card, either through a website or within a mobile application. You can also use your Virtual Card to pay in a face-to-face environment, for example through a digital wallet such as Samsung Pay.
- 2.14 **“resident”** means a resident of South Africa who holds a valid South African green identity document or smart identity card.
- 2.15 **“Sanctioned Entity”** means any natural or juristic person or country listed on any Sanctions List or subject to any Sanctions including:

- 2.15.1 in the case of a juristic person, any person (i) who owns or controls it; or (ii) whom it owns or controls (and for these purposes, **owns** means holding any percentage of ownership or beneficial interest, and **controls** means the ability to control the business or policy of the juristic person, whether directly or indirectly, through the voting of shares, by appointing directors or by any other means); and
- 2.15.2 in the case of a country, its ministries, departments and agencies, and/or any other governmental organisations.
- 2.16 **“Sanctioning Body”** means the European Union (**EU**), Her Majesty’s Treasury (**HMT**), the Ministry of Economy, Finance and Industry (France) (**MINEFI**), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (**OFAC**), the United Nations Security Council (**UNSC**) and/or any other sanctioning body we recognise as such.
- 2.17 **“Sanctions”** means any restrictions set by a Sanctioning Body, including diplomatic, travel, trade or financial sanctions or embargoes (bans).
- 2.18 **“Sanctions List”** means any list of Sanctioned Entities published by a Sanctioning Body, as updated from time to time.
- 2.19 **“transaction”** or **“transact”** means any debit to your Virtual Card that we action on your instruction, including payment for a purchase.
- 2.20 **“Virtual Card”** means the Standard Bank prepaid card, created through the Platform, that you can use to pay for a transaction. Your Virtual Card includes a card number, an expiry date and a CVV, all of which you can view through the Platform.
- 2.21 **“Web Platform”** means the web application platform owned by the Platform Provider.
- 2.22 **“you”** or **“your”** refers to a person who accepts these Terms and to whom we issue a Virtual Card.

3. **CREATING A VIRTUAL CARD**

- 3.1 **To use the Platform, you must be a resident and you must not be engaged in any prohibited activity. The Platform Provider will send you a link through which you can access the Platform and create a Virtual Card.**
- 3.2 During registration you will be asked to provide the Platform Provider with your Personal Information, such as your name, surname, cell number and email address. You expressly authorise the Platform Provider to share such Personal Information with us. The Platform Provider will also ask you to choose your Access Codes and 3D Secure Code.
- 3.3 **You will have access to your Virtual Card only after we have approved your registration and you will be able to use your Virtual Card only if there is money on your Virtual Card.**

4. **LOADING MONEY TO YOUR VIRTUAL CARD**

- 4.1 The Platform Provider can load money to your Virtual Card at any time.
- 4.2 Unless we let you know otherwise, no person or entity (including you) can load money to your Virtual Card.

5. **LIMITS THAT APPLY**

- 5.1 There will be a limit to how much the Platform Provider can transfer to your Virtual Card and the balance that you can have on your Virtual Card. The Platform Provider will let you know about these limits through the Platform.
- 5.2 We will debit each purchase you make with your Virtual Card against the balance available on your Virtual Card. You will be able to use your Virtual Card until there is no money left on it, until it expires, or until it is stopped.

6. **USING YOUR VIRTUAL CARD**

- 6.1 You can use the Virtual Card for purchases and you can find your Virtual Card details through the Platform.
- 6.2 You may also have to enter your 3D Secure Code to finalise a purchase. The 3D Secure Code gives you an extra layer of security when you make a purchase, as a Merchant can never see it. **You may not always be asked to enter a CVV or a 3D Secure Code to complete a purchase, so always make sure you want to proceed with the transaction before you provide your Virtual Card details to a Merchant.**
- 6.3 Unless we tell you otherwise, you cannot use your Virtual Card:
 - 6.3.1 to withdraw money.
 - 6.3.2 at any automated teller machine (**ATM**).
 - 6.3.3 to buy something face-to-face, through a point-of-sale (**POS**) device or through any other card acceptance device (such as a QR code) unless it is through a digital wallet that accepts Virtual Cards, such as Samsung Pay.
 - 6.3.4 to pay for tollgate charges.
- 6.4 **You must not use the Virtual Card for any prohibited activity or for anything that breaches these Terms. You can only use your Virtual Card in South Africa.**

7. **MAKING SURE THAT THE TRANSACTION INFORMATION IS CORRECT**

- 7.1 **You must check that your transaction and the details of the Merchant are correct. We are not responsible for any loss you suffer if you enter the incorrect details for your transaction or if you incorrectly repeat a transaction.**

7.2 **Once you have made a purchase with your Virtual Card, we cannot stop payment for the transaction or give you a refund. You must take up any dispute regarding a transaction directly with the Merchant. It is your responsibility to comply with any terms that a Merchant imposes on you for a transaction. Merchants are responsible for transactions carried out with them and they are separate from Standard Bank.**

7.3 **We are not responsible if a Merchant does not accept your Virtual Card or if you have a complaint about a purchase.**

8. **KEEPING YOUR VIRTUAL CARD DETAILS AND 3D SECURE CODE SAFE**

8.1 **Always keep your Virtual Card details and 3D Secure Code safe. After your Virtual Card details or your 3D Secure Code has been entered, we may deal with a transaction as if you authorised it. Unless you can prove otherwise, you are responsible for all transactions, whether they are authorised by you or not. We are not responsible for any losses you suffer, and you may also be held liable for any losses incurred by any other party because someone else used your Virtual Card.**

8.2 **Even persons who do not have your 3D Secure Code can still use your Virtual Card for a purchase. For example, certain websites do not prompt you to enter your 3D Secure Code. Always keep your Virtual Card details safe.**

9. **WHAT HAPPENS IF YOUR VIRTUAL CARD OR 3D SECURE CODE IS COMPROMISED?**

If you suspect that anyone else knows your Virtual Card details, your 3D Secure Code or any other authentication information, or if you become aware of any unauthorised activity in respect of your Virtual Card or 3D Secure Code, you must immediately log on to the Platform and stop your Virtual Card. If you cannot access the Platform, then you must contact the support team using the details provided on the Platform. You are responsible for all payments made with the Virtual Card before the Virtual Card is stopped.

10. **WHEN DOES YOUR VIRTUAL CARD EXPIRE?**

10.1 **Your Virtual Card is valid for three years from date of issue, and you can find the expiry date on the Platform (together with your other Virtual Card details). You cannot use your Virtual Card after it expires.**

10.2 **If the Virtual Card expires and if the Platform Provider agrees to it, you may apply for a new Virtual Card through the Platform or in any other way that we or the Platform Provider may tell you about. **You may be required to update your Personal Information before a new Virtual Card is given to you.****

10.3 **If there is money on your Virtual Card when it expires and you do not get a new Virtual Card, you must contact the Platform Provider to claim this money.**

11. **FORGETTING YOUR ACCESS CODES**

If you forget or wish to change any of your Access Codes, you can reset it through the Platform or in any other way that the Platform Provider may tell you about.

12. **LOOKING AFTER YOUR ACCESS CODES**

12.1 **You must keep your Access Codes safe – someone who knows these details could get access to the Platform, find out your Virtual Card details and steal your money or use your Personal Information illegally.**

12.2 **No person ever has a good reason to know or ask for your Access Codes, so you must never give it to anyone.**

12.3 **You waive (give up) any claim you may have against us for any losses you may suffer if you have not kept your Access Codes safe.**

13. **BLOCKING THE VIRTUAL CARD**

13.1 We may immediately suspend or block the Virtual Card at any time, including in cases where:

13.1.1 you ask us to do it (for example if you suspect that someone knows your 3D Secure Code or your Virtual Card details).

13.1.2 the Platform Provider asks us to do so.

13.1.3 we suspect fraud or suspect that you are using the Virtual Card wrongfully or illegally or for any prohibited activity.

13.1.4 we suspect that you have breached these Terms.

13.1.5 your Personal Information, which you must give to us, is not up to date.

13.1.6 we suspect that we are exposed to risk through your use of the Virtual Card.

13.1.7 we are required by any applicable law or any regulatory authority, payment scheme or Sanctioning Body or ordered by a court of law to do so.

13.2 Should we suspend your Virtual Card because of a breach, you will only be able to use the Virtual Card if you have corrected the breach (if this is possible) during the time that you are told to do so. If we decide to block your Virtual Card, it will be delinked from the Platform and you will not be able to use it again. You will qualify for a new Virtual Card only if we are satisfied that you have corrected the breach (if this is possible).

14. INTELLECTUAL PROPERTY

- 14.1 We are the owner of the Virtual Card.
- 14.2 All intellectual property rights in connection with the Virtual Card belong to us and/or our licensors. You do not have any intellectual property rights in the Virtual Card or in any improvements or variations made to them.
- 14.3 Mastercard and the Mastercard brand are registered trademarks of Mastercard Worldwide, a card association, and of all its related companies.

15. FEES AND COSTS

- 15.1 We do not charge a fee to create a Virtual Card or to pay for purchases. You will not be paid interest on any balance on the Virtual Card.
- 15.2 The Platform Provider will let you know about any fees that they charge.
- 15.3 We may change these fees or charge other fees (or add features or functions), at our discretion. We will tell you about this before we do it.
- 15.4 Standard data costs will be charged when you use the Platform. These costs are charged by your mobile network operator or internet service provider. Any questions related to your data costs must be directed to your mobile network operator or internet service provider.

16. NO STATEMENTS

- 16.1 We will not send you any correspondence or statements for the transactions.
- 16.2 You will be able to see your balance or statement at any time through the Platform.

17. DISCLAIMERS

- 17.1 **You use the Virtual Card at your own risk. We do not manage or have any control over the Platform, so you must deal with the Platform Provider for all issues related to the Platform.**
- 17.2 **To the extent permitted by applicable laws, we are not and will not be liable to you for any losses suffered in connection with:**
 - 17.2.1 **your failure to keep to your obligations under these Terms.**
 - 17.2.2 **the fact that someone else discovered your Virtual Card details, your Access Codes or your 3D Secure Code and used them to perform fraudulent or unauthorised transactions.**
 - 17.2.3 **any defect, fault, malfunction or delay in your device hardware and/or software.**
 - 17.2.4 **any technical or other problem (interruption, malfunction, downtime or other failure) that affects the Virtual Card, the Platform, our banking system, a third-party system or any part of any database for any**

reason.

- 17.2.5 **the loss of or damage to any Personal Information or other information because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus or your own negligence (lack of care).**
- 17.2.6 **any dispute in respect of a transaction.**
- 17.2.7 **any failure or problem affecting products or services provided by any other party, for example, a telecommunication service provider (such as Telkom), internet or network service providers, electricity suppliers (such as Eskom), or a local or other authority.**
- 17.2.8 **any event that we have no control over, for example if you do not have enough money on your Virtual Card or your device is stolen, or your network's coverage or availability or your device's capability or capacity.**

18. **ENDING THE RELATIONSHIP BETWEEN YOU AND US**

- 18.1 You may stop using the Virtual Card at any time. If you do not wish to use it anymore, you must make a reasonable effort to spend any remaining money. If there is still any money left on the Virtual Card, you must claim this money from the Platform Provider.
- 18.2 We may end our relationship with you in respect of the Virtual Card at any time, including in cases where:
 - 18.2.1 the Platform Provider asks us to do this.
 - 18.2.2 we have asked you to correct your breach of these Terms (if this is possible) and you have not done so or have not done so in time.
 - 18.2.3 we suspect that we are exposed to risk through your use of the Virtual Card or you are involved in any prohibited activity.
 - 18.2.4 we suspect that you are or are about to become subject to Sanctions.
 - 18.2.5 we are required by any applicable laws or any regulatory authority, payment scheme or Sanctioning Body or ordered by a court of law to do so.
- 18.3 If our relationship with you ends, this means that you will no longer have access to the Virtual Card and you must stop using the Virtual Card. The Platform Provider will tell you if this also ends their relationship with you in respect of the Platform.
- 18.4 **If the law allows it, you have the right to a refund of the remaining balance on the Virtual Card. The Platform Provider will let you know at the time what you must do to get this refund.**

19. **CHANGES TO TERMS**

- 19.1 We may change these Terms, and we will tell you about any changes through the Platform Provider, the Platform or other social media, or by sending you an SMS, MMS or email. We may also send a push message to your phone (in other words, a message that you must respond to). You must make sure that we always have complete, accurate and up-to-date contact details for you.
- 19.2 The latest version of these Terms applies to you each time you use the Platform or the Virtual Card. By continuing to use the Virtual Card, you agree to the updated Terms.
- 19.3 If you do not agree with the updated Terms, you must not use the Virtual Card anymore.
- 19.4 You are not allowed to change any of these Terms.

20. **ADDRESS FOR NOTICES AND LEGAL PROCEEDINGS**

- 20.1 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.
- 20.2 Any legal document or notice served for legal proceedings must be written on paper. The provisions of the Electronic Communications and Transactions Act 35 of 2002 that would otherwise be relevant do not apply to these legal documents or notices.

21. **USING AND SHARING YOUR PERSONAL INFORMATION**

- 21.1 You give consent for us to collect your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes, as well as the purposes set out below.
- 21.2 You confirm that, if you give us Personal Information about or on behalf of another person (including a beneficiary), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the processing of their Personal Information, specifically any cross-border transfer of Personal Information to or from the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 21.3 You give consent for us to process your Personal Information:
- 21.3.1 in order to provide products and services to you under these Terms (including the Virtual Card) as well as any other products and services for which you may apply.
- 21.3.2 in order to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing products and services and developing new ones).
- 21.3.3 in countries outside the country where the products or services are provided. (These countries may not have the same data protection laws as the country

where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies.)

- 21.3.4 by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. (We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to provide their services.)
- 21.3.5 within the Group.
- 21.4 You will find our Processing practice in our privacy statement. These statements are available on our website at www.standardbank.co.za or on request.
- 21.5 If you are unsure about your tax or legal position because your Personal Information is processed in countries other than where you live, you should get independent advice.

22. SANCTIONS

- 22.1 You must not:
 - 22.1.1 use the Virtual Card to benefit any Sanctioned Entity.
 - 22.1.2 make the Virtual Card available to any person who may use it to benefit a Sanctioned Entity.
- 22.2 Should you or anyone associated with you be investigated for any activities relating to Sanctions, you must let us know about this immediately and in writing.
- 22.3 We are not responsible to you for any losses you suffer if we end our relationship with you in terms of this clause.

23. GENERAL

- 23.1 The **singular** includes the **plural** and the **plural** includes the **singular**. Unless we say otherwise, a reference to:
 - 23.1.1 a person includes a **natural** or a **legal** person (or entity).
 - 23.1.2 any **gender** includes all genders.
 - 23.1.3 a reference to a **clause** means a clause of these Terms.
 - 23.1.4 a reference to **you** or **us** includes your and our employees, agents or authorised representatives.
 - 23.1.5 the word **including** is not a word of limitation.
- 23.2 South African law governs these Terms.
- 23.3 Headings in these Terms are for information only and should not be used to interpret the Terms.
- 23.4 If a word is defined, its other grammatical forms have a corresponding meaning.

23.5 No extra time or other indulgence we may allow you will affect any of our rights, whether the indulgence is express or implied. We do not waive (give up) any of our rights.

23.6 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.

24. HOW TO CONTACT US

24.1 If you have any questions or concerns about the Platform and/or your Virtual Card, you should first contact the Platform Provider.

24.2 If you still have an issue, then you can contact the support team using the details provided on the Platform.

24.3 If you have any questions about a purchase, you must contact the Merchant.

24.4 If your complaint is still not resolved, you can follow our complaints process, which is available on our website at www.standardbank.co.za.

24.5 If you still have a problem or if you are not happy with the way it was resolved, you may contact the Ombudsman for Banking Services as follows:

24.5.1 By telephone on 0860 800 900.

24.5.2 By email at info@obssa.co.za.

24.5.3 Through their website at www.obssa.co.za.