

SNAPSCAN TERMS AND CONDITIONS

1. Introduction

- 1.1. These Terms form an agreement between you and us, so please make sure that you understand all of them.
- 1.2. You agree that you will use the App only in line with these Terms and any applicable laws, rules and regulations.
- 1.3. Important clauses which may limit our responsibility or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses.

2. Definitions

- 2.1. We have defined some words for consistence. These words will begin with a capital letter where indicated. Singular words include the plural and the other way around.
- 2.2. Any references to legislation or rules or regulations, will refer to the same as are amended from time to time.

Word	Meaning
Access Codes	Any of your secret numbers used to access our App, including your personal identification number (PIN) or one-time PIN (OTP), card numbers, passwords, user names or App digital identity code
Account	The personal banking transactional account you choose when setting up your Profile, from which we will debit the value of purchases made using the App
App	The Snapscan application for your Device through which you can pay for goods and services purchased from Merchants, and which will be debited from your personal banking transactional account
App Store	Your Device's application store provided by Apple, Blackberry or Android, as is applicable to you, from which you download the Mobile App
Device	The device you use to access the Mobile App such as a smartphone and/or tablet or any similar technology.
Group	Our affiliates, associates, subsidiaries and divisions together with our holding company and its affiliates, associates, subsidiaries and divisions.
Intellectual Property	Without limitation, is all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with the foregoing; copyright and copyrightable works, including, but not limited to, 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 above items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same
Intellectual Property Rights	All rights in and to Intellectual Property
ISP	An Internet service provider, which is an organisation that provides access to the Internet.
Merchant	A merchant who has agreed to accept payment through the App for goods and/or services rendered.
Personal Information	Information about an identifiable, natural or juristic person, including but not limited to, information about 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 GPS, biometric information and financial, criminal or employment history as well as 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.
Process	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. Processing will have a similar meaning.
Profile	The digital identity you create when you register for the App. You will get a digital identity code for your secure login process, for us to identify you. You may not have more than one Account linked to a Profile.
Promotional Offers	Terms and conditions for promotional offers or promotional competitions in terms of the Consumer Protection Act being promoted by the Merchant
Terms	The terms and conditions for the Snapscan App as set out in this document.
Transaction	Any debit or credit on your Account made using the App, including payments for goods or services that we action on your instruction. Transact has a similar

	meaning. Transactions are subject to your Account terms and conditions.
we, us, our	The Standard Bank of South Africa Limited (Registration number 1962/000738/06) and its successors or assigns, including the Group.
you or your	The person who registered for the App.

3. Registration

- 3.1. You must register for the App by giving permissions to your Personal Information and by following the prompts displayed after you have downloaded the App onto your Device.
3.2. When you register you must create a Profile for the secure use of the App.

4. Use of the App

- 4.1. **You should only use the latest version of the App. The App Store will notify you of any updates/ upgrades that are available to you. If you do not install the latest version, the App may not function correctly and you may experience security and/or data flaws, for which we will not be liable under any circumstances.**
4.2. You should use the App only on a Device for which it is intended, as allowed by the usage rules set out in your App Store's terms of service.
4.3. You can only instruct us to Transact in line with the banking facilities available to you through your Account.

5. Fees and Costs

- 5.1. There is no monthly subscription fee to access the App.
5.2. We will only charge you the transaction fees that apply to your Account.
5.3. **Standard data costs will be charged when you download the App and thereafter when you Transact through 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.**
5.4. Prices displayed on the App are the prices that you must pay for the goods and/or services you purchased from Merchant.
5.5. All prices will include value added tax.

6. Transacting through the App

- 6.1. We will act on instructions that appear to have been sent by you.
6.2. **You must check that your purchase is correct, not only about the contents of your purchase but also the details of the Merchant. Once you submit your Transaction it cannot be reversed.**
6.3. **We are not responsible for any loss you suffer if you enter the incorrect details for your Transaction.**
6.4. We will process your instruction to debit your account in real time.
6.5. You must not assume that we have received your order until you have received an order confirmation number from us. **We are not responsible for any loss or damage you suffer because you repeated a purchase and we repeated the debit.**

7. Warranties by you

- 7.1. You represent and warrant that:
7.1.1. You have full contractual capacity and no court has declared you mentally unfit;

- 7.1.2. You are not, and will not be, located in any country that is the subject of a United States of America (**US**) Government embargo or that has been designated by the US Government as a “terrorist supporting” country;
 - 7.1.3. You are not listed on any US Government list of prohibited or restricted parties;
 - 7.1.4. You have been informed in clause X below that you can refer any questions that you may have to us;
 - 7.1.5. You have given us the correct information;
 - 7.1.6. You have read and understand these Terms before entering into this agreement.
8. App Security
- 8.1. You must always look after your Access Codes and keep them secret and safe to prevent other persons from using them. If you do not, you give up any claim you may have against us for any loss or damage you may suffer.
 - 8.2. After your Access Codes have been entered, we will assume that any Transaction is genuine. Even if someone else used your Access Codes, we may process a Transaction as if you authorised it.
 - 8.3. You must make sure that you log out of the App when you have finished using it to prevent anyone else from using it.
 - 8.4. We are committed to providing safe online services. All uses of the App and Transactions through it 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.
9. Software and Hardware
- 9.1. You must use software and hardware suitable for the App. If you do not, the App may not work properly and this could increase your security risks.
 - 9.2. If we offer software to you on or through your Device, any licence agreement is between you and the software’s licensor. You indemnify us against any breach of such software licence.
 - 9.3. We do not expressly or implicitly warrant:
 - 9.3.1. The licensor’s ownership of software provided on the App; or
 - 9.3.2. Rights of use of any licensor.
10. Indemnity
- 10.1. You indemnify us against any loss or damages (direct, indirect and consequential) that we may suffer because:
 - 10.1.1. You have not paid costs or fees;
 - 10.1.2. You gave us wrong instructions or information;
 - 10.1.3. You do not have enough money in your Account to pay for your order; or
 - 10.1.4. Someone carried out an instruction or made a payment without your permission, on your behalf.
 - 10.2. You acknowledge and agree that:
 - 10.2.1. 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;
 - 10.2.2. 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;
 - 10.2.3. 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, product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and

10.2.4. 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.

11. Disclaimers

11.1. Your use of the App is dependent on factors beyond our control, such as your network's coverage or availability, your ISP's availability or your Device's capability or capacity.

11.2. We are not liable of any loss or damages you may suffer if a factor beyond our control arises and you cannot access the App.

11.3. We (including our employees, consultants, agents, or any affiliated person) are not responsible for any loss or damages related to your use of the App or any Intellectual Property flowing from their use. This includes, without limitation, any direct, indirect, special, incidental, or consequential damages in terms of contract, delict (breach of duty or care) or law.

11.4. We are not responsible for any loss or damage where:

11.4.1. Someone finds out your Access Codes;

11.4.2. Any technical or other problem (interruption, malfunction, downtime or other failure) that affects the App, our banking system, a third-party system or any part of any database for any reason;

11.4.3. Any Personal Information or other data 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;

11.4.4. Any failure or problem affects goods or services provided by any other party for example any telecommunication service provider, ISP, electricity supplier, local or other authority; or

11.4.5. Any event that we have no control over.

12. Data Protection

12.1. We may, and you expressly consent to, the collecting and Processing of your Personal Information by us to open, administer and operate your Profile and Account; provide any combination of services or analysis linked to the App; monitor and analyse the conduct on your Profile and Account for fraud, compliance and other risk-related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.

12.2. You expressly consent that we may Process and further Process your Personal Information within the Group for the above purposes; disclose your Personal Information to any person who provides services to us or acts as our agent or to whom we have transferred or propose to transfer any of our rights and duties in respect of your Account or Profile (some of these persons may be located in countries outside of the Republic of South Africa); and share your Personal Information with our services providers, locally and outside the Republic of South Africa, as necessary. 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.

12.3. You acknowledge that: we will at all times remain responsible for determining the purpose of and means for Processing your Personal Information; we are required by various laws to collect some of your Personal Information, without which we may be unable to offer the App services to you; and you are giving us your Personal Information voluntarily.

13. Marketing by post, email or text messages

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

14. Breach

We may stop you from using the App if you breach a clause of these Terms and do not remedy it within 5 days after we have asked you to do so. We may still take other steps available to us, including applying to a court for an urgent interdict against you.

15. Intellectual Property

15.1. Subject to any Intellectual Property Rights held by Merchants or any other third parties, we keep all Intellectual Property and Intellectual Property Rights in and to the App, all content (including, but not limited to, all proprietary information, trademarks and copyright in any logos and other devices or storage media) in or sent to, through and from the App save where otherwise indicated in writing by us.

15.2. We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the App, 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.

15.3. The licence granted to you will commence when you install the App and will continue until it is terminated in line with these Terms, which will result in the cancellation of your access to the App. On termination of the licence granted in these Terms, for any reason, you must immediately stop all use of the App.

15.4. Certain content available on the App may include content that belongs to third parties. We may provide links to third-party websites, such as the Merchants, as a convenience to you. You agree that we are not liable for any of the following:

15.4.1. The content or the accuracy of any such content belonging to third parties, including, but not limited to any Merchants, featured on the App;

15.4.2. Any content featured on the third party websites that are accessed through the links found on the App;

15.5. You may not copy, republish, distribute, adapt, modify, alter, de-compile, reverse engineer, or attempt to derive the source code of or create a derivative of works or, otherwise attempt to reproduce the App, its contents, including any Intellectual Property there in, its design, any updates to the App and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the App and/or any content featured on the third-party websites which are accessed through links that are found on the App. You may not sub-licence such third-party content, including Intellectual Property Rights associated with it.

15.6. You acknowledge that you:

15.6.1. will in no 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;

15.6.2. will not use our and/or any third party that is featured on the App's current and future Intellectual Property in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any country;

15.6.3. will not apply for or obtain registration of our and/or any third party that is featured on the App's current and future Intellectual Property or any other Intellectual Property which may be confusingly similar thereto in any country;

15.6.4. will not challenge our and/or any third party that is featured on the App's rights to its current and future Intellectual Property in any country;

15.6.5. will not 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 and/or any third party that is featured on the App's current and future Intellectual Property or the reputation and goodwill associated therewith or us and/or any third-party featured on the App, or which would be expected to jeopardise or invalidate any registration of our and/or any third party that is featured on the App's current and future Intellectual Property; and

- 15.6.6. will not 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 and/or any third party that is featured on the App's current and future Intellectual Property in any country.
- 15.7. You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the App without our prior written consent.
- 15.8. 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 the App, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.
- 15.9 Any breach of the terms under this clause 15 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.
16. General
- 16.1. We may change these Terms any time. We will give you written notice of any change.
- 16.2. The invalidity, illegality, or unenforceability of any of the clauses in these Terms will not affect the validity, legality, and enforceability of the remaining clauses of these Terms.
- 16.3. We may terminate the App any time, without notice. In termination of your registration to the App, all rights granted to you in respect of the App will cease immediately.
- 16.4. If your Account is stopped or cancelled for any reason, we may suspend your access to the App, until you have a new Account registered on the App.
- 16.5. South African law will govern these Terms
17. Notices
- 17.1. We choose the registered address on our website at www.standardbank.co.za as the address where any legal document or notice must be served or delivered to us
- 17.2. We will send any legal documents or notices to you at the address we have for you on our records.
- 17.3. 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.
- 17.4. 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.
18. Customer Contact Information
- 18.1. If you have any questions about the App you can email us at help@snapscan.co.za.
- 18.2. If you have any questions about a product or service you must call the Merchant directly at the contact details for that Merchant which are listed in the App.
- 18.3. 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:
- 18.3.1. Telephone: 0860 800 900;
- 18.3.2. E-mail: info@obssa.co.za; or
- 18.3.3. Website: www.obssa.co.za.