



### 1. INTRODUCTION

- 1.1 These Transaction Type Terms apply to SimplyBlu-enabled Transactions and must be read together with the application form and the Service Terms.
- 1.2 **Please read these Transaction Type Terms carefully as they may exclude or limit our liability (responsibility) to you and impose legally binding obligations on you. You must decide whether Simply Blu and the Merchant Services are suitable and adequate for your needs. Unless an Applicable Law or Rule states otherwise, you assume all risks associated with your use of Simply Blu.**
- 1.3 **Please note the following material risks of processing SimplyBlu-enabled Transactions:**
- 1.3.1 **If we make a payment to your bank account, this may be reversed later, for example, if a payment is subject to a chargeback or Claim or if it is otherwise invalid. This means that a payment from your bank account may be reversed after you have provided the Cardholder with the goods or services.**
- 1.3.2 **We may terminate, suspend or limit your access to your bank account or the Transaction Type (including the acceptance of any Card), and/or limit access to your funds if we suspect that you are involved in any Prohibited Activity or if you breach the Agreement.**
- 1.4 **You must comply with all Applicable Laws and Rules when you process this Transaction Type.**

### 2. GENERAL

Unless we let you know otherwise:

- 2.1 the Service Terms and application form are incorporated by reference and this Transaction Type Schedule will be subject to those terms as well as the definitions and rules of interpretation.
- 2.2 if this Transaction Type Schedule is terminated, that will not affect any other part of the Agreement, including the Service Terms or any other Transaction Type Schedule.

### 3. DEFINITIONS

In these Transaction Type Terms:

- 3.1 **Electronic Confirmation** means an electronic confirmation that shows a SimplyBlu-enabled Transaction has been completed.
- 3.2 **Receipt** is as defined in the Service Terms, for example an Electronic Confirmation.
- 3.3 **SimplyBlu** means the Standard Bank service supported by a Mastercard platform that gives you access to the SimplyBlu Portal and allows you to process SimplyBlu-enabled Transactions.
- 3.4 **SimplyBlu Account** means the account that we open in your name after we have approved your application for SimplyBlu.
- 3.5 **SimplyBlu-enabled Transaction** means a transaction for which you receive payments for your goods or services through SimplyBlu.
- 3.6 **SimplyBlu Portal** means the technical interface that enables you to manage your SimplyBlu Account and provides the following features and tools:
- 3.6.1 **Cardholder Details.** You can store Cardholder details, including Card Information, subject to PCI DSS, to provide card-on-file functionality.
- 3.6.2 **Plans.** You can set up recurring-payment plans that enable you to process recurring payments from Cardholders.
- 3.6.3 **Invoices.** You can generate and deliver invoices and receipts to Cardholders by email.
- 3.6.4 **Payment Buttons.** You can create and customise payment buttons for your products and services and share them through social media or add them to a website (your Cardholders will pay through a hosted checkout page).
- 3.6.5 **Coupons.** You can give coupons to Cardholders that allow them to benefit from discounts.
- 3.6.6 **Store Analysis.** The analysis of data in respect of Cardholder shopping habits in your online store.
- 3.7 **Transaction Type** is as defined in the Service Terms, for example a SimplyBlu-enabled Transaction.

### 4. REGISTERING FOR SIMPLYBLU

We can, at our sole discretion, accept or reject your request to create a SimplyBlu Account. If we do accept your request, we will issue you with at least one unique security certificate, token or password, and other credentials (collectively, **Credentials**), for authentication, account management and other purposes. The Credentials are our property and you can only use them in respect of SimplyBlu as permitted in the Agreement.

### 5. PROTECTING YOUR ACCOUNT INFORMATION

- 5.1 **You are responsible for keeping your Credentials confidential and for all activities that occur through your SimplyBlu Account or through the use of your Credentials, including the activities of others, whether or not such activities are authorised.**
- 5.2 **You must notify us immediately of any breach or unauthorised use of your SimplyBlu Account or Credentials.**

### 6. USING THE SIMPLYBLU PORTAL TO VIEW YOUR TRANSACTION HISTORY AND TO RECONCILE YOUR SIMPLYBLU-ENABLED TRANSACTIONS

- 6.1 The SimplyBlu Portal will list the Valid Receipts for which we have credited you under these Transaction Type Terms (**Transaction History**). We provide at least one year of Transaction History on the SimplyBlu Portal.
- 6.2 **Except as required by Applicable Law, you are responsible for compiling and retaining permanent records of all SimplyBlu-enabled Transactions and other data associated with your SimplyBlu Account, Transaction History and use of SimplyBlu.**

### 7. GRANT OF SUBLICENCE

- 7.1 So long as you comply with the Service Terms and these Transaction Type Terms, we grant you a royalty-free, limited, nonexclusive, as-is, revocable, non-transferable sublicense, without right of sublicense, to use SimplyBlu solely to accept Card payments through the SimplyBlu Portal. You may not use SimplyBlu for any other purpose and may not nor can you allow any other party to:
- 7.1.1 reverse-engineer, disassemble, reconstruct or decompile any object code relating to SimplyBlu (except to the extent that an Applicable Law permits you to do so);
- 7.1.2 gain access to or use any of our services or systems, other than SimplyBlu as permitted hereunder, or damage, disrupt, or impede the operation of our services or systems;
- 7.1.3 engage in any Prohibited Activity that is related in any way to SimplyBlu;
- 7.1.4 restrict, inhibit or engage in any activity that prevents any other merchant from using SimplyBlu;
- 7.1.5 request, collect, solicit or otherwise obtain access to Credentials or open a SimplyBlu Account by automated

- means or under false or fraudulent pretences;
- 7.1.6 sell, transfer, sublicense or otherwise disclose the Merchant's Credentials;
- 7.1.7 circumvent or modify any Credentials or other security mechanism used by us;
- 7.1.8 use your Credentials or SimplyBlu for purposes other than accepting and processing Card payments;
- 7.1.9 use or launch any automated system, including "robots," "spiders" or "offline readers," to access SimplyBlu in a manner that sends more request messages to our servers in any period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- 7.1.10 rent, lease, loan, trade, sell/re-sell or otherwise charge any party for access to SimplyBlu; or
- 7.1.11 transmit any viruses, worms, defects, Trojan horses or any programming of a destructive nature.
- 7.2 You must comply with all Applicable Laws and the Rules relating to your use of SimplyBlu or your sale of products and services.
- 8. PROHIBITED BUSINESSES AND ACTIVITIES**
- 8.1 You cannot use SimplyBlu for any Prohibited Activity or any of the following businesses and activities:
- 8.1.1 **Illegal Activities.** The sale of any good or service that violates any Applicable Law.
- 8.1.2 **Certain Adult-oriented Products and Services.** Child pornography (in all media types such as internet, phone and printed materials). Any depiction of forcible sex or bestiality is prohibited.
- 8.1.3 **Illegal Drugs.** The sale of illegal pharmaceuticals, illegal drugs or drug paraphernalia.
- 8.1.4 **Counterfeit Goods.** The sale or marketing of any counterfeit good.
- 8.1.5 **Gambling Businesses.** Illegal online gambling, lotteries (including the sale of lottery tickets), games of chance (including sweepstakes and raffles), sports forecasting or odds-making.
- 8.1.6 **Money Making (Get Rich) Businesses.** Including information guides, warranty fees, mortgage reduction services and any product or service where a prize is guaranteed, marketing media is unavailable, premiums/incentives are offered, promises of future guaranteed results are made, or any rebate or reward programme.
- 8.1.7 **Tobacco Products.** Any activity violating Applicable Laws regarding the sale of tobacco products.
- 8.2 **We can modify the above list at any time. We may immediately terminate your use of SimplyBlu if you engage in any activity referred to in clause 8.1, as determined by us at our sole discretion, and we can take any other corrective action we deem appropriate.**
- 9. MODIFICATIONS TO SIMPLYBLU**
- We may discontinue, modify, or change SimplyBlu, or our services and systems. Such changes may require you to update your online store at your own cost so that it remains compatible with, and interfaces accurately with, SimplyBlu. We will have no liability or obligation to you for any modifications or changes we make to SimplyBlu, our services or systems.**
- 10. YOUR OBLIGATIONS**
- In addition to what is set out in the Service Terms and elsewhere in these Transaction Type Terms, you must:
- 10.1 Keep your online store secure, including all content in your online store and all Personal Information that you Process from Cardholders.
- 10.2 Keep your Credentials secure.
- 10.3 Give us notice of any change in the business of your online store or any change in the way you are using SimplyBlu.
- 10.4 Accept and honour each Valid Card that the Cardholder presents for payment.
- 10.5 Make sure that, where the Cardholder gives you their mobile number or email address, an Electronic Confirmation is sent to the Cardholder after the SimplyBlu-enabled Transaction is complete.
- 10.6 Provide the goods and/or services to the Cardholder as soon as reasonably possible after the Electronic Confirmation is generated.
- 11. COLLECTING CONSENTS FROM YOUR CUSTOMERS**
- 11.1 **You must let your customers know that we are providing SimplyBlu to you and that we are processing their Personal Information on your behalf in connection with such service. You warrant that you will collect all the necessary consents from your customers to allow us to use and disclose all Personal Information processed by SimplyBlu through your online store (Required Consents).** The Required Consents include consent for us to use the Personal Information for the following purposes:
- 11.1.1 collecting, storing and tokenising Card Information;
- 11.1.2 providing our services through the SimplyBlu Portal;
- 11.1.3 assisting you and us in the provision of products or services that are requested by a customer;
- 11.1.4 providing the SimplyBlu Service outside of South Africa, provided that the required transfer of Personal Information complies with the Data Protection Laws;
- 11.1.5 placing the Personal Information in an anonymous form on aggregated databases that can be used to generate reports, statistics or other analyses for use in improving the SimplyBlu services or promoting the SimplyBlu service to third parties; and
- 11.1.6 implementing new features of SimplyBlu.
- 11.2 **You warrant that you will use the Personal Information that we collect on your behalf or that is made available to you through the SimplyBlu Portal strictly in accordance with the Required Consents.**
- 11.3 **You must not retain, track, monitor, store or otherwise use Personal Information of Cardholders who make payments or receive invoices or Receipts through SimplyBlu for any purpose other than to process the SimplyBlu-enabled Transaction, to fulfil an order, to send the invoice or receipt or to collect consents to future direct marketing by email.**
- 12. FEEDBACK, USAGE DATA AND CUSTOMER LISTS**
- 12.1 **Feedback.** You may provide feedback, suggestions, comments, improvements and ideas (collectively **Feedback**) regarding SimplyBlu but you do not have to. We do not have to hold the Feedback in confidence. We may use the Feedback for any purpose without obligation of any kind and without any obligation of confidentiality, attribution, accounting, compensation or other duty to account to you. All rights in and to any Feedback (including your Intellectual Property relating to it) that you provide to us belongs exclusively to Mastercard and Mastercard may (without any licence, royalty to or consent from you) use, implement, exploit, transfer, assign or allow any third party and us to use, implement, exploit, transfer or assign any Feedback in any manner without restriction and without any obligation of confidentiality, attribution, accounting, compensation or other duty to account.
- 12.2 You waive and agree never to assert against Standard Bank or Mastercard or their business partners, employees, affiliates, successors and licensees any Moral Rights that you may have in the Feedback, even after the expiry or termination of the Terms, to the extent that this is permitted by applicable law. **Moral Rights**

means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right existing under the law of any country or under any treaty.

12.3 You give consent for Standard Bank and Mastercard to Process any Personal Information contained in the Feedback and you waive and agree never to assert against Standard Bank or Mastercard or their business partners, employees, affiliates, successors and licensees your rights to withdraw your consent or approval or object to the processing of your Personal Information.

12.4 **Usage Data.** We own all rights in all information collected in respect of your use of SimplyBlu, including statistical information, and traffic analysis data (**Usage Data**). We may use and exploit all Usage Data for any purpose without any obligation to you; provided, however, that we may only disclose Usage Data to third parties so long as the Usage Data is disclosed only in the aggregate and not in a manner that it is attributable to you or any individual.

12.5 **Customer List.** You grant us the right to list you as a SimplyBlu customer in any descriptions of SimplyBlu and related press releases, case studies and other promotional and marketing materials; provided, however, that we have no obligation to do so.

### 13. INDEMNITY

You indemnify us, Mastercard and their business partners, employees, third-party providers and affiliates against any Losses or Claims that you may incur arising from or in any way related to:

13.1 your use of SimplyBlu;

13.2 your online store or the activities with which you are using SimplyBlu where such activities are conducted in a wrongful, illegal, fraudulent or abusive manner.

### 14. DISCLAIMER OF WARRANTIES

14.1 SimplyBlu, the Credentials, and all our other services and products are provided “as is,” “as available” and with all faults. Subject to Applicable Laws, we disclaim all warranties, express and implied, including any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title and fitness for any purpose. We do not warrant that SimplyBlu will be error-free, uninterrupted or free from spyware, malware, adware, viruses, worms or other malicious code, or that it will meet your requirements. We do not warrant that SimplyBlu will work on your hardware, with your operating systems or with any other software installed on your computers.

14.2 You acknowledge that we do not have any control over the products or services that are paid for through SimplyBlu.

### 15. LIMITATION OF LIABILITY

Without limiting the clauses dealing with limitation of liability in the Service Terms, we are not liable for any direct, indirect, consequential Losses or Claims arising out of or in connection with SimplyBlu, including your use of SimplyBlu or any interruption of service relating to SimplyBlu.

### 16. SIMPLYBLU SUPPORT

16.1 In addition to our support details set out in the Service Terms, you can contact us by email at [simplyblu@standardbank.co.za](mailto:simplyblu@standardbank.co.za) to resolve any issues relating to your use of SimplyBlu.

16.2 You are responsible for providing support to your customers for all issues relating to the products and services that you sell and the SimplyBlu-enabled Transactions that you process.