1) The Standard Bank of South Africa Limited (**Bank, we, us** or **our**) is licensed to provide **Simplify Commerce**™, a multi-channel payment platform designed and developed by Mastercard International Incorporated (**MasterCard**) to provide businesses with a simple, single, secure platform, delivering features to initiate and manage payments as well as value added services to help Developers manage their businesses (**Simplify Commerce**™). The Bank provides application programming interfaces, a sandbox, and other developer tools (collectively, the **Simplify Commerce Developer Tools**) to help developers quickly add Simplify Commerce to their merchant customers' online stores. These Developer Terms of Use apply for the use of Simplify Commerce by developers located in South Africa. Simplify Commerce is not available in all countries. Please consult the separate Terms of Use which apply for developers located in specific countries where Simplify Commerce has been made available by the Bank.

2) These Developer Terms of Use (**Developer TOU**) and the [Simplify Commerce Privacy Notice](#) (the **Simplify Commerce Privacy Notice**) are a legal agreement between you and the Bank with regards to Simplify Commerce. **By creating a Developer Account (defined below), which includes clicking to accept these Developer TOU, you agree to the terms in these Developer TOU and the Simplify Commerce Privacy Notice, and all other rules, policies, and procedures relating to Simplify Commerce and the Simplify Commerce Development Tools that the Bank may publish from time to time.**

3) **You** (and all derivatives thereof) means you individually, and if you are accepting these Developer TOU on behalf of a company or other legal entity, that legal entity. You represent and warrant that, if you are concluding these Developer TOU on behalf of a legal entity, you have the authority to bind such legal entity, and that such legal entity is authorised to conduct business in the Republic of South Africa. **If you do not agree to these Developer TOU, you may not create a Developer Account or use Simplify Commerce or use the Simplify Commerce Developer Tools.**

4) **About Us**: Our registered address is at 5 Simmonds Street, Johannesburg. You may also contact us by sending an email to merchantsupport@standardbank.co.za.

1. **REGISTRATION.**

If you wish to integrate Simplify Commerce into your merchant's online store (the **Integration**), you must first create a developer account with the Bank for that Integration (a **Developer Account**). If the Bank accepts your request to create a Developer Account, the Bank will issue you one or more unique security certificates, tokens, passwords, and other credentials (collectively, **Credentials**), for authentication, account management, and other purposes. The Credentials may only be used for creating the Integration. As a condition to creating a Developer Account and receiving Credentials, the Bank may require you to submit certain information about you and the merchant for whom you are creating the Integration (the **Merchant**) that will allow the Bank to confirm the Merchant's and your identity (in this regard you warrant that you have the Merchant's consent to provide us with such information). The Bank may, in its sole discretion, accept or reject your request to create a Developer Account. Once the Integration is ready to go live, the Merchant will create a merchant account with the Bank (a Merchant Account), which will be governed by the [Merchant Terms of Use.](#)

2. **PROTECTING YOUR ACCOUNT INFORMATION.**

You are responsible for keeping your Developer Account password and your Credentials confidential and for all activities that occur through your Developer Account, including the activities of others. You agree to immediately notify the Bank of any breach or unauthorised use of your Developer Account or Credentials. You are responsible for maintaining up-to-date and accurate information (including a current e-mail address and other required contact information) for your Developer Account.

3. **OPEN SOURCE; RESTRICTIONS.**

3.1 **Open Source.**

Certain of the Simplify Commerce Developer Tools have been (and in the future may be) released by the Bank under an Open Source license and are or will be subject to the terms of the applicable Open Source license. For any other Simplify Commerce Developer Tools not released under an Open Source license, so long as you comply with these Developer TOU, the Bank grants you a limited, nonexclusive, as-is, revocable, nontransferable sub-license, without right of sublicense, to use the Simplify Commerce Developer Tools, including any updates that the Bank may make generally available from time to time, solely for creating and testing the Integration.

3.2 **Restrictions.**

Unless such restriction is prohibited by the terms of an applicable Open Source license in the case of any Simplify Commerce Developer Tool to which an Open Source license has been applied by the Bank, you may not use the Simplify Commerce Developer Tools for any other purpose and may not, or allow any other party to:

3.2.1 reverse engineer, disassemble, reconstruct, or decompile any object code relating to Simplify Commerce or furnished as part of the Simplify Commerce Developer Tools;

3.2.2 gain access to or use of the Bank's services or systems, other than the Simplify Commerce Developer Tools, or damage, disrupt, or impede the operation of the Bank's services or systems;

3.2.3 engage in fraudulent or illegal conduct of any kind that is related in any way to Simplify Commerce or the Simplify Commerce Developer Tools;

3.2.4 restrict, inhibit, or engage in any activity that prevents any other developer from using Simplify Commerce or the Simplify Commerce Developer Tools;

3.2.5 request, collect, solicit, or otherwise obtain access to Credentials or open a Developer Account or Developer Account by automated means or under false or fraudulent pretenses;

3.2.6 sell, transfer, sublicense, or otherwise disclose your Credentials;

3.2.7 circumvent or modify any Credentials or other security mechanism used by the Bank;

3.2.8 use your Credentials or the Simplify Commerce Developer Tools, either directly or indirectly, for purposes other than in connection with the Integration;

3.2.9 use the Simplify Commerce Developer Tools for the benefit of a Simplify Commerce competitor or to compete with Simplify Commerce;

3.2.10 republish, post, transmit, sell or otherwise distribute the Simplify Commerce Developer Tools;

3.2.11 use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses Simplify Commerce or the Simplify Commerce Developer Tools in a manner that sends more request messages to the Bank's servers in any period of time than a human can reasonably produce in the same period by using a conventional online web browser;

3.2.12 rent, lease, loan, trade, sell/re-sell or otherwise charge any party for access to the Simplify Commerce Developer Tools; or

3.2.13 transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature.

3.3 **Modifications to Simplify Commerce.**

3.3.1 While the Bank currently makes the Simplify Commerce Developer Tools available free of charge, the Bank may in the future charge for some or all of the Simplify Commerce Developer Tools (or additional features or functionality) at any time, in

its sole discretion. The Bank may also discontinue, modify, or change Simplify Commerce, the Simplify Commerce Developer Tools (including the application programming interfaces (**APIs**)), or the Bank's service and systems at any time. Such changes may require you to update the Integration at your own cost so that the Integration remains compatible with, and interfaces accurately with, Simplify Commerce.

3.3.2   Notwithstanding the above, the Bank may require you to update your system including hardware, software, applications and operating system to ensure proper control processes as well as manage security-related changes as required by the Bank from time to time. The Bank will have no liability or obligation to you for any modifications or changes it makes to Simplify Commerce, the Simplify Commerce Developer Tools (including APIs), or the Bank's services or systems.

4.   GRANT OF SUB-LICENSE; PROPRIETARY RIGHTS.

4.1   Grant of Sub-License.

Subject to your compliance with the terms and conditions of these Developer TOU, the Bank grants you a limited, nonexclusive, as-is, revocable, nontransferable, non-sublicensable sub-license to use the Simplify Commerce Developer Tools solely for developing, testing, using and adding Simplify Commerce to merchant customers' online stores. The foregoing license and your use of the Simplify Commerce Developer Tools are also subject to any instructions and documentation the Bank may, from time-to-time provide relating to Simplify Commerce. These Developer TOU relates solely to developing, testing, using and adding Simplify Commerce to a merchant's customers' online store and other Bank approved development activities and does not grant you any right or license to conduct or process transactions using the Bank's services or systems which may be subject to a separate agreement between you and the Bank or the Bank and the Merchant. As further described in in the following subclauses and except as expressly provided in that clause, neither the foregoing license nor any other provision of these Developer Terms of Use grants you any license, sub-license, or right to use and you may not use any Bank Marks, names or trademarks.

4.2   Mastercard Property.

You agree that Mastercard ultimately retains all right, title and interest, including without limitation all intellectual property rights, in and to:

4.2.1   the Simplify Commerce Developer Tools and any derivative works and compilations based on the foregoing;

4.2.2   Simplify Commerce and the Simplify Commerce Developer Tools (including APIs);

4.2.3   Mastercard's systems and services;

4.2.4   all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of Mastercard, including without limitation "Simplify Commerce" (the **Mastercard Brands**);

4.2.5   all Feedback (as defined below); and

4.2.6   Mastercard's Confidential Information Mastercard's systems and services, (collectively the **Mastercard Property**).

You may not use any information of the Simplify Developer Tools provided by the Bank to dispute or contest the validity of Mastercard's intellectual property rights in the Mastercard Property. Doing so will constitute a material, non-curable breach of these Developer TOU.

4.3   Feedback.

4.3.1   You may provide feedback, suggestions comments, improvements, and ideas (collectively **Feedback**) to the Mastercard Payment Gateway System, including the Mastercard Payment Gateway Services and/or any related products and services, to the Bank but you are not required to do so. The Bank is not required to hold such feedback in confidence. The Bank may use Feedback for any purpose

without obligation of any kind. You acknowledge and agree that all right, title, and interest in and to any Feedback (including your intellectual property rights relating thereto) that you provide to the Bank exclusively belong to Mastercard and Mastercard may (without any license, royalty, or consent from you) use, implement, exploit, transfer, assign, or allow any third party including the Bank to use, implement, exploit, transfer, assign, any Feedback in any manner without restriction and without any obligation of confidentiality, attribution, accounting, compensation or other duty to account.

4.3.2 You forever waive and agree never to assert against the Bank or Mastercard and their business partners, employees, representative, affiliates, successors and licensees any Moral Rights, as defined below, that you may have in the Feedback even after expiration or termination of these Developer TOU, to the extent 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.

4.3.3 Notwithstanding anything contained in the applicable laws, rules, instructions or directives, you also give your irrevocable consent to the Bank and/or Mastercard to use, process, alter, modify, amend, redact, evaluate, analyze, disclose, share any and all personal or sensitive information or data contained in the Feedback and you waive forever and agree never to assert against the Bank or Mastercard and their business partners, directors, employees, representative, affiliates, successors and licensees any and all your rights to withdraw your consent or approval or object to the processing, or request deletion or erasure or correction of your personal or sensitive data.

4.4 **Reservations.**

You do not have any rights in the Mastercard Property which have not been expressly granted to you in these Developer TOU. Without limitation, you have no right to use the Mastercard Brands or brands that belong to the Bank in any manner except as may be expressly permitted by the Bank in advance in writing and in accordance with these Developer TOUs.

4.5 **Publicity.**

During the term of these Developer TOU, you grant the Bank the right to list you as a user of the Simplify Commerce Developer Tools in any descriptions of Simplify Commerce or the Simplify Commerce Developer Tools and related promotional and marketing materials; provided however, that the Bank has no obligation to do so.

4.6 **Use of Gallery Images.**

4.6.1 During your use of the Simplify Commerce Developer Tools, there will be certain images made available for use by you (**Gallery Images**). As part of the use of the Gallery Images, you will comply, and will ensure that any third party you allow access to your Credentials on Simplify Commerce complies, with the following terms:

4.6.1.1 the Gallery Images will not be used:

4.6.1.1.1 except solely as incorporated into the digital products created and distributed using Simplify Commerce;

4.6.1.1.2 together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights;

4.6.1.1.3 portraying any person depicted therein (a **Model**) in a way that a reasonable person would find offensive, including but not limited to depicting a Model:

4.6.1.1.3.1 in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like;

4.6.1.1.3.2	in connection with the advertisement or promotion of tobacco products;
4.6.1.1.3.3	as endorsing a political party, candidate, elected official, or opinion;
4.6.1.1.3.4	as suffering from, or medicating for, a physical or mental ailment; or
4.6.1.1.3.5	engaging in immoral or criminal activities.
4.6.1.1.4	as or as part of a trademark, service mark, or logo.

5. **YOUR WARRANTIES.**

You represent and warrant to the Bank that:

5.1   the information you provide to the Bank relating to your creation of a Developer Account and use of Simplify Commerce is true and correct;

5.2   you will comply with these Developer TOU, the MasterPass Operating Rules (if applicable), and all applicable laws, rules, regulations, directives, and governmental requirements;

5.3   if you are a natural person, you are at least 18 years of age, or if you are under 18 years of age, you have obtained the consent of your parent or legal guardian to agree to these Developer TOU;

5.4   you are eligible to register and use Simplify Commerce and have the legal capacity to enter into and perform under these Developer TOU, or where you are doing so on behalf of a company or another legal entity, you have authority to bind that legal entity;

5.5   you have obtained the consent of any Merchant on behalf of which you create a Developer Account or perform an Integration; (h) you have in place all necessary and sound security and risk controls on your system and will comply with all applicable rules, instructions or guidelines prescribed by law or regulatory authorities (whether or not regulating your activities) or as may be directed by the Bank from time to time;

5.6   you will take all necessary actions or assist the Bank, as required, to prevent the use of modern technology and Simplify Commerce platform in money laundering and terrorism financing;

5.7   you will follow and comply with all guidelines and standards relating to information security, security controls, technological advancements, and other risk mitigation requirements provided by the Bank from time to time; and

5.8   you will comply with all local and international standards and best practices for card and data security including without limitation the Payment Card Industry Data Security Standard (**PCI DSS**), PCI Payment Application Data Security (**PA-DSS**), Open Web Application Security Project (**OWASP**), PCI PIN Transaction Security (**PCI-PTS**) and PCI-PIN Entry Device Security, and file reports of compliance as may be required by the regulators in South Africa, as advised by the Bank from time to time.

6. **INDEMNITY.**

You agree to indemnify the Bank, Mastercard, their business partners, employees, representatives, third party providers, and affiliates (the **Indemnified Parties**) from and against any claims, liabilities, damages (actual and consequential), losses, fines, and expenses (including, but not limited to, legal and other professional fees and costs of investigation) arising from or in any way related to:

6.1   your use of Simplify Commerce or the Simplify Commerce Development Tools where such use or activities are conducted in a wrongful, illegal, fraudulent or abusive manner;

6.2   your (or anyone using your Developer Account's) breach of these Developer TOU;

6.3   the Integration; or

6.4   use of the Integration by the Merchant or its customers,

including without limitation, claims of intellectual property infringement, breach of privacy or violation of applicable law arising under any of the foregoing clauses.

You may not enter into any stipulated judgment or settlement that purports to bind the Bank without the Bank's prior express written authorisation, which will not be unreasonably withheld or delayed. The Bank holds the benefit of this indemnification for itself and an agent for the Bank Parties.

7. **DISCLAIMER OF WARRANTIES.**

7.1 **Simplify Commerce, the Credentials, and all other Bank services and products are provided "as is," "as available," and with all faults. The Bank disclaims all warranties, express and implied, including, but not limited to, any warranties of Developerability, quality of information, quiet enjoyment, non-infringement, title, and fitness for any purpose. The Bank does not warrant that Simplify Commerce, or any Third Party Sites will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will function to meet your requirements. The Bank does not warrant that Simplify Commerce, or any Third Party Sites will work on your hardware, with your operating systems, or with any other software installed on your computers. Information obtained by you from any Bank will not create any warranties. You assume all risks associated with your use of Simplify Commerce, or any other Bank service or product. It is your sole responsibility to determine whether Simplify Commerce, or any other Bank service or product is suitable and adequate for your needs.**

7.2 **You specifically acknowledge that the Bank does not have any control over the products or services that are paid for through Simplify Commerce and the Bank cannot ensure that all transactions will be completed or that the Bank will authorise all transactions that your customers initiate.**

8. **LIMITATION OF LIABILITY.**

8.1 Save in respect of fraud and fraudulent misrepresentation, and death or personal injury caused by our negligence, regardless of whether any remedy in these Developer TOU fails in its essential purpose or otherwise, the Bank is not and will not be liable to you for any direct, indirect, special, punitive, exemplary, consequential, or any other damages whatsoever, including, but not limited to any:

8.1.1 property damage;

8.1.2 loss of use;

8.1.3 loss of business;

8.1.4 economic loss;

8.1.5 loss of data; or

8.1.6 loss of profits.

8.2 Without regard to the form of action (including but not limited to contract, negligence or delict) arising out of or in connection with:

8.2.1 these Developer TOU;

8.2.2 Simplify Commerce, including your use of Simplify Commerce or any interruption of service relating to Simplify Commerce;

8.2.3 any Third Party Site; or

8.2.4 the unauthorised access by any party to the Bank's services and systems, including personal data, even if the Bank has been advised of the possibility of those damages. You waive any claims, now known or later discovered, that you may have against the Bank arising out of your use of Simplify Commerce, the Credentials, any other Bank service or product, or these Developer TOU.

8.3 Nothing in this Developer TOU restricts the effect of warranties or conditions which may be implied by law or any other rights or remedies (including statutory guarantees) which cannot be excluded, restricted or modified. Subject to those laws, to the extent to which

the Bank is entitled to do so, its liability under such implied conditions or warranties or other rights or remedies, will be limited at its option to:

8.3.1 in the case of goods, any one or more of the following:

8.3.1.1 the replacement or repair of the goods or the supply of equivalent goods; or

8.3.1.2 the payment of the cost of replacing or repairing the goods or of acquiring equivalent goods; or

8.3.2 in the case of services, any one or more of the following:

8.3.2.1 the supplying of the services again; or

8.3.2.2 the payment of the cost of having the services supplied again.

8.4 Notwithstanding the above, the Bank's total liability to you for all damages, losses, and causes of action, whether in contract or delict (including but not limited to negligence), or otherwise will not, under any circumstances, exceed one hundred dollars.

8.5 The limitations and exclusions apply except to the extent expressly precluded by applicable law. In such jurisdictions, all or a portion of the above limitations may not apply to you and the scope and duration of the Bank's warranties and the extent of their liability will be the minimum permitted under such applicable law.

9. CONFIDENTIAL INFORMATION.

9.1 The **Bank's Confidential Information** includes those portions of Simplify Commerce that the Bank does not make publicly available and all information that:

9.1.1 gives the Bank a competitive business advantage, gives the Bank the opportunity to obtain a competitive business advantage, or the disclosure of which could be detrimental to the Bank's interests; or

9.1.2 which is:

9.1.2.1 marked "Confidential," "Restricted," "Proprietary Information," or other similar marking;

9.1.2.2 known to be considered confidential and proprietary; and/or

9.1.2.3 received under circumstances reasonably interpreted as imposing an obligation of confidentiality.

9.2 The Bank's Confidential Information does not include:

9.2.1 information that, at the time it is disclosed, is already in your rightful possession or available to you or your representatives from any other source having no obligation not to disclose it;

9.2.2 information that is, or any time becomes, available to the public without any breach of obligation not to disclose it; or

9.2.3 information that is developed independently by you without reliance on any of the Bank's Confidential Information.

You will treat all Bank Confidential Information as strictly confidential and use the same degree of care to prevent disclosure of the Bank's Confidential Information as you would use with respect to your own most confidential and proprietary information and, under no circumstances, less than the care that a reasonable person would take under the circumstances. Except as expressly provided in these Developer TOU, you may not use or disclose any Bank Confidential Information without the Bank's prior written consent, except as required by your employees and agents on a need-to-know basis to fulfil your obligations under these Developer TOU; provided that those employees or agents have executed written agreements that are at least as protective of the Bank's rights to the Bank Confidential Information as those contained in these Developer TOU. On termination of these Developer TOU or on the Bank's written request at any time, you will destroy or return to Bank all Bank Confidential Information in your custody or control. This provision will survive any termination of these Developer TOU for so long as you have in your possession any Bank Confidential Information.

10. **PRIVACY.**

The Bank recognizes the importance of respecting the privacy of those who visit its websites and use its products and services. The Simplify Commerce Privacy Notice provides a description of how the Bank collects, uses, shares and protects your personal information, as well as the choices and access rights you have in regard to such personal information.

11. **TERM AND TERMINATION.**

11.1   These Developer TOU will be effective until terminated as provided herein. The Bank may suspend or terminate your use of Simplify Commerce, or these Developer TOU at any time, without cause effective immediately upon notice to you at the email address listed in your Developer Account.

11.2   Without limiting the above, the Bank may, in its sole discretion, suspend, revoke, or terminate your Developer Account at any time if:

11.2.1   your contact information is not up-to-date or you do not respond to communications directed to you;

11.2.2   the information you have provided to obtain your Developer Account is false, inaccurate, not current, or incomplete;

11.2.3   you or the Merchant is engaged in any illegal activity or are subject to sanctions; or

11.2.4   you have breached, or the Bank reasonably believes you are about to breach, these Developer TOU, or any other agreement between you and the Bank.

11.3   You may terminate these Developer TOU for any reason or no reason at all, at your convenience, by sending a written notice to the Bank at merchantsupport@standardbank.co.za with the word "terminate" in the subject line and by ceasing all use of Simplify Commerce.

11.4   On termination of these Developer TOU and/or your Developer Account for any reason, the rights and licenses granted to you will immediately terminate. **You will, however, remain responsible for notifying the Merchant that your right to use Simplify Commerce and the Simplify Commerce Developer Tools has terminated and upon doing so you will provide the Bank a written confirmation of such notice to the Merchant.** Upon the termination of these Developer TOU and/or your Developer Account, you will immediately cease all use of Simplify Commerce; and the terms, conditions, and warranties contained in these Developer TOU that by their nature and context are intended to survive the termination of these Developer TOU will survive, including but not limited to, 4 (Your Warranties), 6 (Indemnification), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Confidential Information), 10 (Term and Termination), 12 (Remedies), and 14 (Miscellaneous).

11.5   The Bank will have no liability to you for any damages, loss of profits or other claims arising from the termination or suspension of your access to Simplify Commerce, or any other Bank service or product.

12. **REMEDIES.**

You acknowledge and agree that your breach of these Developer TOU relating to the licenses granted herein and your use of Bank's Confidential Information may result in irreparable harm and permanent injury to the Bank for which monetary damages would be an inadequate remedy. Consequently, you acknowledge and agree that, in such circumstances, the Bank will be entitled to seek and obtain, without the posting of security, in addition to all other remedies available to the Bank, at law or in equity, immediate injunctive relief to prevent or stop any breach or suspected breach of those provisions.

13. **ADDITIONAL TERMS.**

In addition to the terms and conditions in these Developer TOU, your use of Simplify Commerce is subject to any other agreements between you and the Bank relating to other products and services you obtain from the Bank, all of which are incorporated into these Developer TOU by reference. The Bank may also make additional material available for download or use that may have additional terms and conditions. All additional terms and

conditions are incorporated into and are a part of these Developer TOU. In the event of a conflict between these Developer TOU and any additional terms and conditions, the additional terms and conditions will control only with respect to their specific subject matter.

14. **MISCELLANEOUS.**

14.1 **Notifications**. Unless provided otherwise by the Bank relating to Simplify Commerce, all notices required from you (other than legal notices, which must be served physically) under these Developer TOU must be sent to merchantsupport@standardbank.co.za or any other address(es) specified by the Bank from time-to-time, in its sole discretion. The Bank may send any notices to you via e-mail at the address associated with your Developer Account, and you consent to all notices being received electronically.

14.2 **Entire Agreement**. These Developer TOU constitute the entire agreement between you and the Bank regarding their subject matter.

14.3 **TOU Modifications**. The Bank may, at any time, change the terms of these Developer TOU or provide other disclosures and notices regarding Simplify Commerce by posting them on the Simplify Commerce site or emailing them to the email address listed in your Developer Account. You will be deemed to have received those disclosures and notices within 24 hours after the Bank posts them on the Simplify Commerce site or emails them to you, unless the Bank receives notice that the email delivery failed. If you do not accept those revisions to these Developer TOU, your only recourse is to stop using Simplify Commerce, and to terminate these Developer TOU by sending a termination notice to the Bank as described in clause 11.3 before the effective date of the revisions. Your continued use of Simplify Commerce after such effective date will constitute your acceptance of those revisions.

14.4 **Third Party Beneficiaries**. You acknowledge and agree that each affiliate of the Bank or Mastercard is a third party beneficiary to these Developer TOU and that the Bank's or Mastercard's affiliates are entitled to directly enforce, and rely upon, any provision of these Developer TOU which confers a benefit on (or provides rights in favour of) them. No other person or company is a third party beneficiary to these Developer TOU.

14.5 **Relationship of the Parties**. These Developer TOU do not create and will not be construed as creating a joint venture, co-ownership, partnership, or agency relationship between you and the Bank.

14.6 **Jurisdiction; Venue**. These Developer TOU will be construed, interpreted, and performed exclusively according to the laws of South Africa without giving effect to any principles of conflicts of law or the UN Convention on the International Sale of Goods. Any action at law or in equity arising out of or directly or indirectly relating to these Developer TOU may be instituted only in a competent High Court within the Republic of South Africa or a dispute resolution forum designated and authorised to adjudicate on such matters. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to these Developer TOU must be filed within one (1) year after the claim or cause of action arose.

14.7 **Ombudsman for Banking Services**: If we cannot resolve any complaints that you or your customer may have, or you are not happy with the way that it was solved, these complaints may be lodged with the Ombudsman for Banking Services:

14.7.1 **telephone: 0860 800 900 or 011 838 0035;**

14.7.2 **email: info@obssa.co.za; or**

14.7.3 **website: http://www.obssa.co.za.**

14.8 **Waiver**. The Bank's failure or delay to exercise or enforce any right or provision of these Developer TOU or any rights under applicable law will not constitute a waiver of any of those provisions or rights.

14.9 **Headings**. The section headings in these Developer TOU are for convenience only and have no legal or contractual effect.

14.10   **Assignment**. You may not cede, assign or transfer your rights or obligations under these Developer TOU. Any purported cession, assignment or transfer in violation of the foregoing will be invalid.

14.11   **Force Majeure**. The Bank will not be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond its reasonable control, including without limitation, telecommunications, power, or utility failures.

14.12   **Severability**. If at any time any provision of these Developer TOU (or any part of a provision of these Developer TOU) is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

14.12.1   the legality, validity, or enforceability in that jurisdiction of any other provision of these Developer TOU (including the remainder of a provision, where part thereof has become illegal, invalid, or unenforceable); or

14.12.2   the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of these Developer TOU.