

## SCHEDULE F

### SIMPLYBLU TERMS OF USE (TERMS)

SBSA is licensed to provide **SimplyBlu™**, a multi-channel payment platform designed and developed by 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 merchants manage their businesses (**SimplyBlu**). These Terms apply for the use of SimplyBlu by Merchants. As a SimplyBlu merchant, the Merchant will also be able to integrate with **MasterPass™**, Mastercard's digital acceptance network that allows consumers with MasterPass-connected digital wallets to checkout wherever MasterPass is accepted.

**In addition to complying with its obligations set out in the Merchant Agreement, in the event that the Merchant processes Transactions through SimplyBlu, the Merchant will comply with its obligations under these Terms.**

#### 1. SIMPLYBLU AND PAYMENT PROCESSING.

SimplyBlu provides a technical interface, which includes application programming interfaces (**APIs**), a website, and an account management dashboard (**SimplyBlu Portal**), between the Merchant's online store and SBSA's payment processing system. SBSA will process all Transactions the Merchant submits through SimplyBlu.

The SimplyBlu Portal currently provides the Merchant with access to the following features and tools:

- 1.1 **Customer Details.** The SimplyBlu Portal allows the Merchant to store customer details, including Card details, subject to PCI DSS, to provide card-on-file functionality;
- 1.2 **Plans.** The SimplyBlu Portal allows the Merchant to produce subscription or recurring payment plans that facilitate the processing of payments from customers on a recurring basis;
- 1.3 **Invoices.** The SimplyBlu Portal allows the Merchant to generate and deliver invoices and receipts to customers via email; and
- 1.4 **Payment Buttons.** The SimplyBlu Portal allows the Merchant to create and customize payment buttons for the Merchant's products and services and share them through social media or add them to a website. The Merchant's customers pay via a hosted checkout page.

#### 2. THE SIMPLYBLU PORTAL .

- 2.2 **SimplyBlu Portal Transaction History, Reconciliations, & Errors.** Information regarding the Transactions completed in respect of which SimplyBlu provides technical support (**Transaction History**) will be available on the SimplyBlu Portal when the Merchant logs in using their SimplyBlu Account (as defined below).

After each credit of settlement funds to the Merchant's Bank Account, SBSA will update information in the Merchant's SimplyBlu Account to reflect settlement and the Merchant can view this information in the Merchant's "Transaction History" on the SimplyBlu Portal. SBSA provides a minimum of one year of Transaction History on the SimplyBlu Portal. Except as required by law, the Merchant is solely responsible for compiling and retaining permanent records of all Transactions and other data associated with the Merchant's SimplyBlu Account, Transaction History and use of SimplyBlu.

Except as required by law, the Merchant is solely responsible for reconciling their Transaction History with their actual Transactions as set out in the Merchant Statement.

#### 3. REGISTRATION.

- 3.1 The Merchant must apply to SBSA to create an account (a **SimplyBlu Account**). SBSA may, in its sole discretion, accept or reject the Merchant's request to create a SimplyBlu Account. If SBSA accepts the Merchant's request to create a SimplyBlu Account, SBSA will issue the Merchant one or more unique security certificates, tokens, passwords, and other credentials (collectively, **Credentials**), for authentication, account management, and

other purposes. The Credentials are SBSA's property and the Merchant may only use them for using SimplyBlu as permitted in the Agreement.

- 3.2 **Protecting The Merchant's Account Information.** The Merchant is responsible for keeping their SimplyBlu Account password and Credentials confidential and for all activities that occur through the Merchant's SimplyBlu Account or through using the Merchant's Credentials, including the activities of others and regardless of whether such activities are authorised. The Merchant will immediately notify SBSA of any breach or unauthorised use of the Merchant's SimplyBlu Account or Credentials. The Merchant must maintain up-to-date and accurate information (including a current e-mail address and other required contact information) for their SimplyBlu Account. Without limiting the foregoing, the Merchant will provide notice to SBSA in advance of any change in the business of the Merchant's online store relating to which they are using SimplyBlu.

#### 4. GRANT OF SUB-LICENSE.

- 4.1 So long as the Merchant complies with the Merchant Agreement and these Terms, SBSA grants the Merchant a royalty free, limited, nonexclusive, as-is, revocable, nontransferable sub-license, without right of sublicense, to use SimplyBlu solely to accept Card payments online. The Merchant may not use SimplyBlu for any other purpose and may not, or allow any other party to:

- 4.1.1 reverse engineer, disassemble, reconstruct, or decompile any object code relating to SimplyBlu (except to the extent the Merchant is expressly permitted by law to do so);
- 4.1.2 gain access to or use of SBSA's services or systems, other than SimplyBlu as permitted hereunder, or damage, disrupt, or impede the operation of SBSA's services or systems;
- 4.1.3 engage in fraudulent or illegal conduct of any kind that is related in any way to SimplyBlu;
- 4.1.4 restrict, inhibit, or engage in any activity that prevents any other merchant from using SimplyBlu;
- 4.1.5 request, collect, solicit, or otherwise obtain access to Credentials or open a SimplyBlu Account by automated means or under false or fraudulent pretenses;
- 4.1.6 sell, transfer, sublicense, or otherwise disclose the Merchant's Credentials;
- 4.1.7 circumvent or modify any Credentials or other security mechanism used by us;
- 4.1.8 use the Merchant's Credentials or SimplyBlu for purposes other than accepting and processing credit and debit card payments online;
- 4.1.9 use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access SimplyBlu in a manner that sends more request messages to SBSA's servers in any period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- 4.1.10 rent, lease, loan, trade, sell/re-sell, or otherwise charge any party for access to SimplyBlu; or
- 4.1.11 transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature.

- 4.2 The Merchant will comply with all applicable laws, rules, regulations, directives, and governmental requirements relating to the Merchant's use of SimplyBlu or the Merchant's sale of products and services.

#### 5. PROHIBITED BUSINESSES AND ACTIVITIES.

- 5.1 The Merchant may not use SimplyBlu for any of the following businesses and activities or prohibited business activities, or that are otherwise notified to SBSA by them:
- 5.1.1 **Illegal Activities.** The sale of any good or service that violates any applicable law or regulation.

- 5.1.2 **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.
- 5.1.3 **Illegal Drugs.** The sale of illegal pharmaceuticals, illegal drugs, or drug paraphernalia.
- 5.1.4 **Counterfeit Goods.** The sale or marketing of any counterfeit good.
- 5.1.5 **Gambling Businesses.** Illegal online gambling, lotteries (including sale of lottery tickets), games of chance (including sweepstakes and raffles), sports forecasting, or odds-making.
- 5.1.6 **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 program.
- 5.1.7 **Tobacco Products.** Any activity violating applicable laws or industry regulations regarding the sale of tobacco products.
- 5.2 SBSA may modify the above list of prohibited businesses and activities at any time. SBSA may immediately terminate the Merchant's use of SimplyBlu if they engage in any of the above businesses or activities or any other illegal or inappropriate activity relating to the Merchant's use of SimplyBlu, as determined by SBSA in their sole discretion, and SBSA reserves the right to take any other corrective action it deems appropriate. If the Merchant disagrees with the list of prohibited business activities, the Merchant may terminate their use of SimplyBlu at any time in accordance with clause **Error! Reference source not found.**

## 6. **CUSTOMER SUPPORT.**

In addition to customer support provided by the Merchant's applicable independent third party processor, or any other service provider, SBSA will provide the Merchant with support via email at [merchantsupport@standardbank.co.za](mailto:merchantsupport@standardbank.co.za) to resolve any issues relating to the Merchant's use of SimplyBlu. The Merchant is solely responsible for providing support to their customers for all issues relating to the products and services that they sell and the Transactions they process using SimplyBlu.

## 7. **MODIFICATIONS TO SIMPLYBLU.**

SBSA may discontinue, modify, or change SimplyBlu, or their service and systems. Such changes may require the Merchant to update their online store at their own cost so that it remains compatible with, and interfaces accurately with, SimplyBlu. SBSA will have no liability or obligation to the Merchant for any modifications or changes it makes to SimplyBlu, their services or systems.

## 8. **THIRD PARTY SITES.**

SimplyBlu may contain third party content and links to third party sites that are completely independent of SimplyBlu and not owned or controlled by SBSA (**Third Party Sites**). Links to Third Party Sites are included solely for the convenience of users and do not constitute any approval, endorsement, or warranty by SBSA. SBSA is not responsible for the content, security, operation, or use of any Third Party Sites or the products or services that may be offered or obtained through them or for the accuracy, completeness, or reliability of any information obtained from a Third Party Site. When the Merchant clicks on a link to a Third Party Site, the Merchant will leave SimplyBlu. Any information a Merchant submits after they leave SimplyBlu will not be collected or controlled by SBSA. It will be subject to the privacy notice or terms of use applicable to the Third Party Site. It is the Merchant's responsibility to review those policies before submitting their information to the Third Party Site and the Merchant provides their information to Third Party Sites at their own risk. The Merchant expressly indemnifies SBSA from any and all loss, damages or other liabilities they incur as a result of their access to, or use of, any Third Party Sites.

## 9. THE MERCHANT'S OBLIGATIONS.

9.1 In this clause:

9.1.1 **Personal Information** means and includes information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to 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, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of 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 relating to the person or if the disclosure of the name itself would reveal information about the person.

9.1.2 **Process** means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information. **Processing** and **Processed** will have a similar meaning.

9.2 The Merchant will be solely responsible for the security of their online store, including all content contained in their online store and all Personal Information they Process from customers.

9.3 The Merchant and SBSA will comply with all applicable Privacy and Information Security Requirements. In these Terms, **Privacy and Information Security Requirements** means:

9.3.1 all applicable laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Processing of Personal Information, including, without limitation, to the extent applicable, the Protection of Personal Information Act, 2013, and any other industry specific laws regulating unsolicited email communications; laws regarding the use of cookies, web beacons, and similar technologies; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; and all other similar laws, rules, regulations, directives, and governmental requirements; and

9.3.2 their own respective published policies relating to the Processing of Personal Information.

9.4 The Merchant is solely responsible for notifying customers that SBSA is providing SimplyBlu to the Merchant and that SBSA is collecting Personal Information from the Merchant's customers on the Merchant's behalf in connection with such services. The Merchant warrants to SBSA that they will provide customers with any notices and will obtain from the Merchant's customers all necessary rights and consents, under applicable law and the Privacy and Information Security Requirements, to allow SBSA to use and disclose all Personal Information Processed by SimplyBlu through the Merchant's online store (the **Required Notices and Consents**). The Required Notices and Consents include, but are not limited to, providing notice of and procuring consent to the use of customer Personal Information for the following purposes:

9.4.1 collecting, storing, and tokenizing payment card (credit, debit and/or prepaid cards) information;

9.4.2 delivering Personal Information, including payment card information, to SBSA to facilitate their services;

- 9.4.3 collecting and storing Personal Information to create customer accounts on the SimplyBlu Portal to facilitate the following services:
  - 9.4.3.1 **Customer Details.** Storing of customer details, including card details, to provide card-on-file functionality;
  - 9.4.3.2 **Plans.** The processing of payments from customers by SBSA on a recurring basis;
  - 9.4.3.3 **Invoices.** The generation and delivery of invoices and receipts to customers via email;
  - 9.4.3.4 **Coupons.** Providing coupons to customers that allow them to avail of discounts; and
  - 9.4.3.5 **Store Analysis.** The analysis of data in relation to customer shopping habits in your online store;
- 9.4.4 assisting the Merchant and SBSA in the provision of products or services that are requested by a customer;
- 9.4.5 transferring Personal Information outside of South Africa, subject to such transfer complying with the Protection of Personal Information Act, 2013, for the purposes of providing the SimplyBlu service;
- 9.4.6 for the purposes of allowing SBSA to include the Personal Information in anonymized form in aggregated databases that can be used to generate reports, statistics or other analysis for use in improving the SimplyBlu services or promoting the SimplyBlu service to third parties; and
- 9.4.7 for any additional use of Personal Information necessary to implement new features of SimplyBlu.
- 9.5 The Merchant warrants that they will not use the Personal Data that is collected by SBSA on the Merchant's behalf, or which is made available to the Merchant via the SimplyBlu Portal, otherwise than in accordance with the Required Consents and Notices.
- 9.6 **Data Usage.** The Merchant may not retain, track, monitor, store, or otherwise use Personal Information regarding customers making payments or receiving invoices and/or receipts through SimplyBlu for any purpose other than to process the payment transaction, fulfill orders, send the invoice and/or receipt and collect consents to future direct marketing by email.
- 9.7 **Privacy.** SBSA recognises the importance of respecting the privacy of those who visit its websites and use its products and services, including SimplyBlu. SBSA's privacy policy as set out on its website (<https://www.standardbank.co.za/southafrica/personal/about-us/legal/privacy-statement>) provides a description of how SBSA collects, uses, shares, and protects personal information in connection with SimplyBlu.
- 10. **OWNERSHIP AND RIGHTS.**
  - 10.1 **Feedback.** The Merchant may provide feedback, suggestions comments, improvements, and ideas (collectively **Feedback**) regarding SimplyBlu but they are not required to do so. SBSA is not required to hold the Feedback in confidence. The Merchant agrees that SBSA 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 the Merchant. All right, title, and interest in and to any Feedback (including the Merchant's intellectual property rights relating thereto) that the Merchant provided to SBSA exclusively belongs to Mastercard and Mastercard may (without any license, royalty, or consent from the Merchant) use, implement, exploit, transfer, assign, or allow any third party including us 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.
  - 10.2 The Merchant forever waives and agrees never to assert against SBSA or Mastercard and their business partners, employees, representative, affiliates, successors and licensees any Moral Rights, as defined below, that the Merchant may have in the Feedback even

after expiration or termination of the Terms, 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.

10.3 Notwithstanding anything contained in the applicable laws, rules, instructions or directives, the Merchant also gives their irrevocable consent to SBSA 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 the Merchant waives forever and agrees never to assert against the Merchant or Mastercard and their business partners, directors, employees, representative, affiliates, successors and licensees any and all the Merchant's rights to withdraw the Merchant's consent or approval or object to the processing, or request deletion or erasure or correction of the Merchant's personal or sensitive data.

10.4 **Mastercard Property.** The Merchant agrees that Mastercard ultimately retains all right, title and interest, including without limitation all intellectual property rights, in and to:

10.4.1 SimplyBlu (including the APIs) and any derivative works and compilations based on the foregoing;

10.4.2 Mastercard's systems and services;

10.4.3 all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of Mastercard (the **Mastercard Brands**);

10.4.4 all Feedback (as defined above); and

10.4.5 Mastercard's Confidential Information

(collectively the **Mastercard Property**).

10.5 The Merchant agrees that SBSA retain all right, title and interest, including without limitation all intellectual property rights, in and to:

10.5.1 the name SimplyBlu;

10.5.2 SBSA's systems and services;

10.5.3 all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of SBSA (the **SBSA Brands**);

10.5.4 all Feedback (as defined above); and

10.5.5 SBSA's Confidential Information

(collectively the **SBSA Property**).

The Merchant may not use any information provided by SBSA to dispute or contest the validity of Mastercard's intellectual property rights in the Mastercard Property or SBSA's intellectual property rights in the SBSA Property. Doing so will constitute a material, non-curable breach of the Merchant Agreement and the Terms.

10.6 **Usage Data.** SBSA will own all right, title and interest in all information collected with respect to the Merchant's use of SimplyBlu, including without limitation, statistical information, and traffic analysis data (**Usage Data**). SBSA may use and exploit all Usage Data for any purpose without any obligation to the Merchant; provided however, that SBSA 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 the Merchant or any individual.

10.7 **Customer List.** The Merchant grants SBSA the right to list them as a SimplyBlu customer in any descriptions of SimplyBlu and related press releases, case studies, and other promotional and marketing materials; provided however, that SBSA has no obligation to do so.

## 11. **INDEMNITY.**

The Merchant agrees to indemnify SBSA, 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:

- 11.1 the Merchant's use of SimplyBlu;
- 11.2 the Merchant's online store and/or the activities with which they are using SimplyBlu where such use or activities are conducted in a wrongful, illegal, fraudulent or abusive manner;

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

SBSA holds the benefit of this indemnification for themselves and an agent for the Indemnified Parties.

## 12. **DISCLAIMER OF WARRANTIES.**

12.1 **SimplyBlu, the Credentials, and all other SBSA services and products are provided "as is," "as available," and with all faults. SBSA disclaims all warranties, express and implied, including, but not limited to, any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, and fitness for any purpose. SBSA does not warrant that SimplyBlu, 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 the Merchant's requirements. SBSA does not warrant that SimplyBlu, or any Third Party Sites will work on the Merchant's hardware, with the Merchant's operating systems, or with any other software installed on the Merchant's computers. Information obtained by the Merchant from SBSA will not create any warranties. The Merchant assumes all risks associated with the Merchant's use of SimplyBlu, or any other SBSA service or product. It is the Merchant's sole responsibility to determine whether SimplyBlu, or any other SBSA service or product is suitable and adequate for the Merchant's needs.**

12.2 **The Merchant specifically acknowledges that SBSA does not have any control over the products or services that are paid for through SimplyBlu and SBSA cannot ensure that all Transactions will be completed or that SBSA will authorise all Transactions that the Merchant's customers initiate.**

## 13. **LIMITATION OF LIABILITY.**

13.1 Save in respect of fraud and fraudulent misrepresentation, and death or personal injury caused by SBSA's negligence, regardless of whether any remedy in the Agreement fails in its essential purpose or otherwise, SBSA is not liable to the Merchant for any direct, indirect, special, punitive, exemplary, consequential, or any other damages whatsoever, including, but not limited to any:

- 13.1.1 property damage;
- 13.1.2 loss of use;
- 13.1.3 loss of business;
- 13.1.4 economic loss;
- 13.1.5 loss of data; or
- 13.1.6 loss of profits.

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

- 13.1.7 the Terms;
- 13.1.8 SimplyBlu, including the Merchant's use of SimplyBlu or any interruption of service relating to SimplyBlu;
- 13.1.9 any Third Party Site; or
- 13.1.10 the unauthorised access by any party to SBSA's services and systems, including personal data, even if SBSA has been advised of the possibility of those damages. The Merchant waives any claims, now known or later discovered, that they may

have against SBSA arising out of the Merchant's use of SimplyBlu, the Credentials, any other SBSA service or product.

13.2 Nothing in the Agreement 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 SBSA 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:

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

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

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

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

13.2.2.1 the supplying of the services again; or

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