

**1 Introduction**

- 1.1 These Terms take effect (begin) when you create a Card through the Mobile App. Whenever reference is made in the Terms to **us, we, our or Standard Bank**, it means The Standard Bank of South Africa Limited.
- 1.2 The Terms apply to you and your use of a Card and they are a binding legal agreement between you and us. You must know, understand and comply with them.
- 1.3 Please read the Terms carefully. Important clauses that may limit our responsibility or involve some risk for you will be in bold and require your special attention.
- 1.4 The latest version of the Terms applies to you when you create a Card and each time you use it. **It is your sole responsibility to determine whether the Card is suitable and adequate for your needs. You assume all risks associated with your use of the Card.**
- 1.5 **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CREATE OR USE A CARD.**
- 1.6 **The Terms must be read and apply together with the terms and conditions of your Card Account, which are published on our website.** Any other relevant terms, conditions and disclaimers relating to your Card Account are incorporated by reference into the Terms. If there is a difference between the Terms and the terms and conditions of your Card Account, the Terms will apply.

**2 Definitions**

We have defined some words for consistency. These words are used herein exactly as defined. Singular words include the plural and vice versa.

Word	Meaning
<b>3D Secure Code</b>	The one-time PIN (OTP) that may be required for you to complete a Transaction.
<b>Card</b>	The Standard Bank virtual credit card that you can use to pay for Transactions. The Card is not a physical card (no actual plastic card is issued), and it is an additional card linked to your Card Account.
<b>Card Account</b>	The primary credit card account opened in our books in your name in respect of your credit card facility with us.
<b>Device</b>	A cellphone, smartphone or tablet or any similar technology.
<b>compliance laws</b>	The Financial Intelligence Centre Act 38 of 2001 ( <b>FICA</b> ), as well as various other such laws.
<b>CVV</b>	The card verification value, a code that can be viewed on the Mobile App.
<b>KYC Obligations</b>	All the "know your customer" information and documents that are required by compliance laws, such as an identity document and proof of residence.
<b>Merchant</b>	Any retailer that accepts Mastercard payments for "card not present" transactions.
<b>Mobile App</b>	The Standard Bank mobile banking application.
<b>Mobile App Terms</b>	The terms and conditions that apply to your use of the Mobile App.
<b>Third-party App</b>	Any mobile application belonging to a third party, such as a Merchant.

**Transaction**

Any online transaction (through a website, telephone or mobile application), including Third-party Apps, eCommerce transactions, mail order telephone order transactions, in app purchases and scan-to-pay transactions, in terms of which you use your Card to pay a Merchant for their products or services.

**website**

Our website at <http://www.standardbank.co.za>.

**you, your or yours**

Refers to the person who has downloaded and registered for the Mobile App and is the creator and/or user of a Card.

**3 Variation**

- 3.1 We may change these Terms from time to time. Such changes will take effect as soon as they have been published on our Mobile App or website. It is your responsibility to review the Terms before creating or using a Card and to take note of any changes.
- 3.2 You alone are responsible for keeping your contact details (including your cellphone number) complete, accurate and up-to-date. Please update your contact details immediately if anything changes. You can do this at any of our branches or through the Mobile App.

**4 Creating a card**

- 4.1 You can create a Card at any time through the Mobile App by following the necessary prompts. Your Card will be ready for use as soon as you have completed the process. **You will not be able to create a Card if you have not fulfilled all your KYC obligations.**
- 4.2 You may, at our discretion, create more than one Card to a maximum of 99 Cards at any time.
- 4.3 Each Card you create will have a unique Card number and a unique CVV number.
- 4.4 You can choose the expiry date of each Card, and you can view these details at any time on the Mobile App. You cannot choose an expiry date that occurs after the expiry date of your primary credit card.
- 4.5 Your Card is linked to your Card Account. You cannot replace your primary credit card with a Card, but you can have a physical (plastic) card and multiple Cards at the same time.
- 4.6 Please contact the Call Centre on **0860 123 000** or on **+27 10 249 0423** if you have any problems creating or using a Card.

**5 Use of a card**

- 5.1 You can use a Card to buy products or services from any Merchant that accepts Mastercard "card not present" Transactions. Once you have bought something using a Card, you cannot stop payment of the Transaction.
- 5.2 You agree that you will not use a Card in contravention of any applicable laws, Mastercard regulations, the terms and conditions of your Card Account and/or these Terms.
- 5.3 The balance available on a Card is limited to the spend limit that you have set on the Card. You will be able to use a Card until there is no money left on it. **You are responsible for keeping track of the available balance on every Card.**
- 5.4 Where you have created multiple Cards, the total of the spend limits can never exceed the credit limit on your Card Account. **You cannot transfer money directly from one Card to another.**
- 5.5 You may have to enter your 3D Secure Code to finalise a purchase. The 3D Secure Code gives you an extra layer of security when you make a purchase, as a Merchant can never see it. **You may not always be asked to enter a CVV or a 3D Secure Code**
- 5.6

	<b>to complete a purchase, so always make sure you want to proceed with the Transaction before you provide your Card details to a Merchant.</b>		
5.7	You cannot use a Card at any automated teller machine or directly on a physical point-of-sale terminal, to withdraw money, or to buy products or services from any retailer that is not a Merchant.		
5.8	If your Card Account is linked to our UCount Rewards Programme, all qualifying Transactions will earn UCount points.		
5.9	Since every Card is linked to your Card Account, you will still be entitled to the benefits and promotions associated with the Card Account and advised by us in writing from time to time.		
<b>6</b>	<b>Spend limits that can be set on a card</b>	<b>9</b>	<b>Fees and interest</b>
6.1	You can set a spend limit on each Card. The spend limit will depend on funds available in your Card Account.	9.1	You will not be charged a fee when you create a Card or make a purchase using the Card.
6.2	You may customise your spend limit for a specific, single Transaction or for multiple Transactions. This may be changed at any time on the Mobile App.	9.2	Standard data costs will be charged by your mobile network operator when you use the Mobile App. Any questions related to these costs must be sent to your mobile network operator.
6.3	If you process a Transaction that exceeds the spend limit you have set on a Card or if there are insufficient funds available in your Card Account, the Transaction will be automatically declined.	<b>10</b>	<b>Expiry and cancellation of a card</b>
6.4	We will debit each purchase you make with a Card against the balance available on the Card. You will be able to use a Card until there is no money left on it, until it expires, or until it, your primary credit card or your Card Account is stopped.	10.1	Each Card is valid until the expiry date, but you can extend the expiry date of a Card on the Mobile App.
<b>7</b>	<b>Your responsibility</b>	10.2	You can cancel a Card at any time on the Mobile App if do not wish to use it anymore.
7.1	You are responsible for:	10.3	Once a Card has expired or is cancelled you cannot use it for any Transactions, but you can create a new Card.
7.1.1	looking after every Card and making sure that you keep your Card details confidential and secure at all times;	10.4	If you use a Card for recurring or subscription Transactions and the Card expires or is cancelled, you will need to create a new Card and update the details of the Card with the relevant Merchants.
7.1.2	any and all activities that occur with your Cards, including all activities of any persons who are in possession of your Cards, with or without your permission.	10.5	Since every Card is linked to your Card Account, if there is an available balance on your Card when it expires or is cancelled, this will not affect the credit limit on your Card Account. The available balance is automatically included in the credit limit on your Card Account and can be used if you create a new Card or for transactions concluded with your primary credit card.
7.2	If you do not keep your Cards secure, you give up any claim you may have for any loss or damage you may suffer because you have not kept them safe. After your Card details have been entered, we will assume that any instruction related to a Card is genuine. <b>If someone else uses the Card, we may carry out an instruction as if you authorised it.</b>	10.6	If your Card Account is terminated, suspended or closed, any Card you created will be cancelled.
7.3	<b>If your Card details are compromised in any way, somebody else can use the Card and you may lose the available balance on it. That person may also be able to gain unauthorised access to the Mobile App. We will not be responsible for any losses you suffer. You may also be held liable for any losses incurred by any other party due to someone else's use of a Card.</b>	<b>11</b>	<b>Third party apps</b>
7.4	<b>You must check that your Transaction and the details of the Merchant are correct. We are not responsible for any loss you suffer if you enter the incorrect details for your Transaction or if you incorrectly repeat a Transaction.</b>	11.1	Any Third-party App will be subject to the privacy notice or terms of use applicable to such Third-party App. It is your responsibility to review the relevant policies before submitting your information to the Third-party App, and you provide your information at your own risk. <b>You indemnify us from any losses or damages you may suffer as a result of your access to or use of any Third-party App.</b>
7.5	You must contact the Call Centre on <b>0860 123 000</b> immediately if any of your Cards have been compromised or if you become aware of any unauthorised activity in respect of a Card. You can also call our fraud hotline directly at <b>0800 222 050</b> or stop a Card on the Mobile App. We will stop a Card as soon as we can after you let us know. <b>You will be responsible for all payments made with a Card before we stop the Card.</b>	11.2	<b>You hereby agree that we are not liable for any of the following:</b>
<b>8</b>	<b>Transaction disputes</b>	11.2.1	<b>The content, security, operation, use, accuracy or completeness of any Third-party Apps or of the products or services that may be offered or obtained through them;</b>
8.1	Each Transaction is subject to the Merchant's specific terms and conditions and is a contract directly made between you and the relevant Merchant.	11.2.2	<b>The accuracy, completeness or reliability of any information obtained from a Third-party App;</b>
8.2	If you dispute any Transaction made with a Card, you must contact the Merchant with whom you entered into the Transaction.	11.2.3	<b>The ownership or right of use of any licensor of any software provided through any Third-party App;</b>
8.3	Merchants are responsible for their Transactions and they are separate from Standard Bank or Mastercard. <b>Neither we nor Mastercard can be held responsible if a Merchant does not accept a Card or if you have complaints about any products or services you bought with a Card.</b>	11.2.4	<b>Any content featured on Third-party Apps that are accessed through the links found on the Mobile App;</b>
		11.2.5	<b>Any failure or problem that affects the products or services obtained through a Third-party App, for example from any telecommunication service provider, Internet service provider, electricity supplier, local or other authority.</b>
		11.3	Any Transactions that you carried out using your Card on a Third-party App are subject to these Terms.
		<b>12</b>	<b>No statements</b>
		12.1	We will not send you any statements for a Card.
		12.2	You will be able to view your balance or see your recent Transaction history at any time through the Mobile App or on your monthly primary credit card statement.
		<b>13</b>	<b>Warranties (Promises) made by you</b>
		13.1	You confirm that:
		13.1.1	you are at least 18 years of age;
		13.1.2	you are authorised to accept these Terms;
		13.1.3	you are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;
		13.1.4	you are not listed on any sanctions list of prohibited or restricted parties;
		13.1.5	you have given us the right information; and
		13.1.6	you read and understood these Terms before you created a Card.

- 14 Disclaimer and limitation of liability**
- 14.1 **You use a Card at your own risk. We do not guarantee that a Card will always be available for you to use or that all Transactions will be correctly processed.**
- 14.2 **We are not liable to you for any losses or damages arising out of or in connection with:**
- 14.2.1 **these Terms;**
- 14.2.2 **the discovery and use of your Card details for the purpose of processing fraudulent or unauthorised Transactions;**
- 14.2.3 **any defect, fault, malfunction or delay in your Device hardware and/or software;**
- 14.2.4 **any technical or other problem (such as interruption, malfunction or downtime) that affects a Card, the Mobile App, our banking system, or a third-party system;**
- 14.2.5 **any dispute in respect of a Transaction (including any errors in the descriptions of the products or services that are offered or the actions or inactions of any Merchant);**
- 14.2.6 **any failure or problem affecting products or services provided by any other party, for example, a telecommunication service provider (such as Telkom), Internet service providers, electricity suppliers (such as Eskom), or a local or other authority; or**
- 14.2.7 **any event or situation that we have no control over, for example where you do not have enough money on a Card, your Device is stolen, your network is not available or your Device does not have the capability or capacity you require.**
- 14.3 This clause does not exclude or limit any liability that, by law, cannot be excluded or limited. Nevertheless, our maximum liability in respect of the Terms is limited to all the fees you actually pay to us in respect of any Card.
- 15 Our right to stop transactions or to stop a card**
- 15.1 We may prevent Transactions from being initiated or processed if:
- 15.1.1 you do not provide the information that we need from you in terms of the compliance laws; or
- 15.1.2 we suspect that the Card is no longer compliant with the compliance laws.
- 15.2 We may stop a Card at any time, without notice, for example if:
- 15.2.1 you breach (go against) these Terms and do not correct the breach within five days after we have asked you to;
- 15.2.2 **you breach any of the terms and conditions of your Card Account;**
- 15.2.3 we suspect fraud or illegal, unauthorised or improper conduct;
- 15.2.4 we suspect that we are exposed to any risk through your use of a Card;
- 15.2.5 we are required by any law, any regulatory authority or Mastercard to do so or ordered by a court of law to do so.
- 15.3 Once we have stopped a Card, that Card will no longer be available for use and it will be marked on the Mobile App as “expired”. This means you will not be able to make any purchases with the Card and no further Transactions will be processed.
- 16 Intellectual property**
- 16.1 We will always be the owner of every Card.
- 16.2 All intellectual property rights in connection with a Card belong to us and/or our licensors. You do not have any intellectual property rights in any Card, or in any improvements or variations that may be made to them.
- 16.3 Mastercard and the Mastercard brand mark are registered trademarks of Mastercard Worldwide, a card association, and all its related companies.
- 17 General**
- 17.1 The Terms and the relationship between us and you are governed by the laws of the Republic of South Africa.
- 17.2 These Terms apply together with the Mobile App Terms, which include the privacy and security statement, and any other relevant terms, conditions and disclaimers are incorporated by reference into these Terms. If there is a difference between the Terms and the Mobile App Terms, the Terms will apply.
- 17.3 Any references to legislation, rules or regulations will refer to the latest versions thereof as updated from time to time.
- 17.4 If any clause of the Terms is invalid, illegal or unenforceable, it will not affect the validity, legality or enforceability of the remaining clauses.
- 17.5 If we do not exercise or enforce any right or provision of the Terms, this will not constitute a waiver of such right or provision.
- 18 How to contact us**
- 18.1 If you have any queries or complaints about any Card, you may contact us through the Call Centre at **0860 123 000** or on **+27 10 249 0423**. If you have any questions about any products or services, you must call the Merchant directly.
- 18.2 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, you may contact the Ombudsman for Banking Services as follows:
- 18.2.1 By telephone on **0860 800 900**
- 18.2.2 By email at **info@obssa.co.za**
- 18.2.3 Through the website at **www.obssa.co.za**