



1 Introducing the terms

- 1.1 These SimplyBLU transaction terms and conditions (terms) form a legally binding agreement between you, the merchant, and us, The Standard Bank of South Africa Limited (registration number 1962/000738/06).
- 1.2 The terms become effective when we approve your application for SimplyBLU. **This means that you agree to the terms and warrant (promise) that you can enter into a legally binding agreement.**
- 1.3 You must know, understand and comply with the terms. The terms apply together with the merchant solutions terms. This means that all the documents referred to in the merchant solutions terms will also apply to you.
- 1.4 **Pay special attention to the clauses in bold, as they may exclude or limit our liability (responsibility) to you or involve some risk for you.**
- 1.5 **You must make sure that the transaction type is suitable for your needs.**

2 Definitions

The words below have the meanings set out next to them unless the context clearly indicates a different meaning.

Word	Meaning
credentials	The unique security certificate, token, password or other means needed to access the portal and to manage your account.
merchant	As defined in the merchant solutions terms.
merchant solutions terms	The terms and conditions that apply to our product, merchant solutions.
portal	The technical interface on which you manage your profile and where you can find features and tools to manage your business. The portal shows Standard Bank's branding, but it is owned by a third party.
profile	The profile we set up for you after we approve your SimplyBLU application.
receipt	As defined in the merchant solutions terms. In the terms, this would mean a SimplyBLU receipt.
SimplyBLU	Our service that enables you to run your business through the portal and to process SimplyBLU transactions. You can find out more about SimplyBLU and its features on the product page at www.standardbank.co.za/simplyblu .
SimplyBLU receipt	A confirmation that shows a SimplyBLU transaction is complete.
SimplyBLU transaction	A transaction for products or services which you receive card payments for, through SimplyBLU. This can be a POS transaction, an eCommerce transaction or a ScanToPay transaction (all as defined in the merchant solutions terms).
transaction type	As defined in the merchant solutions terms. In the terms, this would mean a SimplyBLU transaction.

	c) we have asked you to correct your breach of the terms, the merchant solutions terms or any transaction schedule (if this is possible) and you have not done so at all or have not done so in time;		fitness for any purpose. We do not promise 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 promise that SimplyBLU will work on your hardware, with your operating systems or with any other software installed on your computers.
d)	you have breached Standard Bank's general terms and conditions or we have ended our relationship with you under Standard Bank's general terms and conditions;	9.2	You acknowledge that we do not have any control over the products or services that your customers pay for through SimplyBLU.
e)	it is necessary to protect Standard Bank, our clients or service providers, our systems;		
f)	we must do so for legal reasons.		
8.3	Depending on the reason, we will do our best to provide you with notice of it beforehand.		
8.4	All the other terms for ending our relationship which are set out in the merchant solutions terms will apply.		
	If you or we cancel the terms, this means that you can no longer process SimplyBLU transactions. This does not cancel the merchant solutions terms, any transaction schedule or any other part of the agreement, which will still be valid.		
9	No warranties (promises)	10	Legal protections we have to tell you about
9.1	SimplyBLU, the credentials, and all our other services and products and the portal 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	10.1	The Financial Advisory and Intermediary Services (FAIS) Act and the consumer protections it provides do not apply to the terms.
		10.2	The Consumer Protection Act and its protections apply to the terms.
		10.3	The transaction type does not qualify for protection provided by the Corporation for Deposit Insurance (CODI). You can find out more about this on the CODI website .
		11	Questions and complaints
		11.1	You can refer any questions about SimplyBLU to us at the contact details in the merchant solutions terms.
		11.2	For complaints, you can follow the complaints process set out in the merchant solutions terms.