

**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.

<b>Word</b>	<b>Meaning</b>
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<b>credentials</b>	The unique security certificate, token, password or other means needed to access the portal and to manage your account.
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<b>merchant</b>	As defined in the merchant solutions terms.
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<b>merchant solutions terms</b>	The terms and conditions that apply to our product, merchant solutions.
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<b>portal</b>	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.
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<b>profile</b>	The profile we set up for you after we approve your SimplyBLU application.
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<b>receipt</b>	As defined in the merchant solutions terms. In the terms, this would mean a SimplyBLU receipt.
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<b>SimplyBLU</b>	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 <a href="http://www.standardbank.co.za/simplyblu">www.standardbank.co.za/simplyblu</a> .
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<b>SimplyBLU receipt</b>	A confirmation that shows a SimplyBLU transaction is complete.
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<b>SimplyBLU transaction</b>	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).
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<b>transaction type</b>	As defined in the merchant solutions terms. In the terms, this would mean a SimplyBLU transaction.
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- c) reverse-engineer, disassemble, reconstruct or decompile any object code relating to SimplyBLU;
- d) damage, disrupt, or impede the operation of our services or systems;
- e) use or launch any automated system, including robots, spiders or offline readers to access SimplyBLU in a way that sends more request messages to our servers than a human could reasonably produce in the same time using a conventional online web browser; or
- f) transmit any viruses, worms, defects, Trojan horses or any programming of a destructive nature through SimplyBLU.

4.4 You must immediately tell us about any change in your business or any change in the way you use SimplyBLU. You can use the contact details set out in the merchant solutions terms.

**5 Your responsibilities**

5.1 You must always keep your credentials confidential and secure. This includes all information that you upload to SimplyBLU and your customers' personal information that you process.

5.2 You must let us know immediately if your credentials have been used in an unauthorised way.

5.3 You may not sell, transfer, sublicense or otherwise share your credentials with any other person or entity.

5.4 You may not bypass or modify any credentials or other security mechanism that we use.

5.5 **You must make sure that all your product information on SimplyBLU is correct and up to date. This includes pricing. We are not responsible for any incorrect information that you provide to your customers and that they rely on.**

5.6 You must provide a SimplyBLU receipt to the customer after the SimplyBLU transaction is complete. You may have to ask the customer for their mobile phone number or email address for this.

5.7 You must provide the products or services to the customer as soon as reasonably possible after a SimplyBLU receipt is generated.

5.8 You must support your customers in any issues they may have with products and services that you sell and the SimplyBLU transactions that you process.

**6 Fees**

The fee that you pay to use SimplyBLU is included as part of the agreement.

**3 Applying for SimplyBLU and your credentials**

3.1 We alone can decide whether to accept or reject your application for SimplyBLU.

3.2 If we approve your application we will give you credentials. The credentials remain ours and you may only use them for SimplyBLU, and only as allowed in the terms.

3.3 You must comply with the terms and the merchant solutions terms when you use SimplyBLU and process SimplyBLU transactions.

**4 About SimplyBLU**

4.1 We give you a royalty-free, limited, non-exclusive, as-is, revocable, non-transferable sublicense to use SimplyBLU.

4.2 You may only use SimplyBLU to run your business and to process SimplyBLU transactions. You may not use SimplyBLU for any other purpose.

4.3 You may not, and you may not allow anyone else to:

- restrict, or engage in any activity that prevents any other person from using SimplyBLU;
- rent, lease, loan, trade, sell, re-sell or otherwise charge any party for access to SimplyBLU;

**7 Changes to SimplyBLU**

We may change SimplyBLU at any time.

Some changes to SimplyBLU may mean that you have to update your information so that it stays compatible with and interfaces correctly with SimplyBLU. Those updates will be at your own cost. **We are not responsible to you for any changes that we make to SimplyBLU, our services or our systems.**

**8 Cancelling the terms**

8.1 You can stop using SimplyBLU or processing SimplyBLU transactions at any time. If you also want to cancel the terms, then you must follow the process set out in the merchant solutions terms.

8.2 We may stop you from using SimplyBLU or processing SimplyBLU transactions and/or cancel the terms, for example if:

- we believe or suspect that you are using SimplyBLU or processing SimplyBLU transactions wrongly or unlawfully (illegally) or for any prohibited activity;
- we stop offering SimplyBLU;



	<ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>e) it is necessary to protect Standard Bank, our clients or service providers, our systems;</li> <li>f) we must do so for legal reasons.</li> </ul>		
	Depending on the reason, we will do our best to provide you with notice of it beforehand.		
8.3	All the other terms for ending our relationship which are set out in the merchant solutions terms will apply.		
8.4	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.		
<b>9</b>	<b>No warranties (promises)</b>		
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 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.		
		9.2	You acknowledge that we do not have any control over the products or services that your customers pay for through SimplyBLU.
		<b>10</b>	<b>Legal protections we have to tell you about</b>
		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 <b>CODI website</b> .
		<b>11</b>	<b>Questions and complaints</b>
		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.