

1. Definitions

In these Terms and Conditions:

- 1.1 "**Card**" means a debit card issued by Sasfin.
- 1.2 "**Device**" means the equipment used to access and process payments via Internet Banking and/or third-party applications and services and includes, without limiting the generality thereof, a computer, mobile phone, smartphone, smartwatch, tablet, telephone, ATM, or any other similar enabling device.
- 1.3 "**Merchant**" means any business that sells goods and/or services and is enabled by a certified bank to accept payment through various means which includes but is not limited to Cards as a payment method (enabled for contactless payments) and displays the Visa acceptance logo as a method of payment including in store, online purchases, an App, or e-commerce website and/or services rendered; and
- 1.4 "**Sasfin**" means Sasfin Bank Limited, a public company duly incorporated in the Republic of South Africa having registration number 1951/002280/06.
- 1.5 "**Third Party Agreements**" means Your Device provider, Your Network Operator and any other third-party services or websites incorporated into Samsung Pay, which third party service providers have their own applicable terms and conditions and privacy policies.
- 1.6 "**Third Party Application**" means applications and services provided by a third-party service provider, currently being Samsung Pay.
- 1.7 "**Token**" means the enrolment or linking and activation of Your card on Third-party Applications which then exists independently from Your card.
- 1.8 "**Tokenised Services**" means any third-party applications or services onto which Your Card may be loaded and/or linked to enable You to perform cardless transactions or transact digitally through Your Device.
- 1.9 "**Ts and Cs**" means these terms and conditions which govern the relationship between Sasfin and the Client in respect of the Tokenised Services; and
2. "**You**" / "**Your**" / "**Client**" means the individual, entity, or business for whom an account has been opened for the purposes herein and who wishes to purchase goods and/or services from a Merchant.

3. General

- 3.1 These Ts and Cs must be read in conjunction with the product terms and conditions applicable to the Card(s) issued to You ("**Product Ts and Cs**") as well as any of Sasfin's other terms and conditions which apply to You ("**Other Ts and Cs**"). In case of any inconsistency between the Product Ts and Cs or Other Ts and Cs and these Ts and Cs, the Product Ts and Cs or Other Ts and Cs, as applicable, will prevail.
- 3.2 The Card issued by Sasfin may be used to make payment for goods and services using the Third-Party Application.
- 3.3 In order to activate the Tokenised Services, the Client must register and link the Card on the Third-Party Application.
- 3.4 By linking the Card onto the Third-Party Application, the Client consents to payments being processed via tokenised means.
- 3.5 You must ensure that the Device used by You is held in close proximity to the payment terminal in order for the transaction to be completed successfully.
- 3.6 Sasfin will not be responsible for any duplicate transactions.

- 3.7 In the event of any reversals or cancellations of a transaction made using Tokenised Services, such cancellation or reversal will be processed directly by the Client with the merchant in accordance with the merchant's applicable terms and conditions. Sasfin bears no responsibility or liability for any losses arising in relation to such cancellation or reversal.
- 3.8 The Client will be liable for any transactions made on Third Party Applications with the Client's Device if the Client is not in possession of the Device, whether or not such transactions were made with or without the Client's authorisation, by any person known to the Client or any other person having possession of the Client's Device.
- 3.9 By using a Third-Party Application, the Client agrees to these Ts and Cs.
4. Sasfin is not responsible for the security, function, content, or any other aspect of the Third-Party Applications. You are responsible for obtaining, reading, and understanding the terms and conditions or rules that apply to You and the products or services offered by the third party, before enrolling and activating Your Card and engaging in any transactions.

5. Security

- 5.1 The Client will ensure that the Device used to make payment via Tokenised Services is kept in the Client's possession at all times and that You will take reasonable precautions to keep Your Device safe and secure.
- 5.2 You must take all necessary steps to prevent the unauthorised or fraudulent use of Your Token and any confidential code, username and password, card PIN, security token and other information ("**Security Codes**") that You use when You make a payment with Your Token or when You access Samsung Pay.
- 5.3 The Client is responsible for the security of and access to the Device, including the safeguarding of personal Security Codes, the Samsung Pay App and confidentiality of the information contained on it. The Client must secure the Device used and its contents through the security features made available in the Third-Party Application.
- 5.4 The Client will ensure that it deletes any Token from the Device if the Device used is changed, replaced, sent for repairs, or destroyed and it will update any security software on the Device.
- 5.5 You must call Sasfin immediately on the telephone number printed on the back of Your Card and comply with the requirements in Your Product Terms if:
 - 5.6 Your Device or Security Codes have been lost, stolen, or used without Your consent.
 - 5.7 You become aware of any security issues on the Third-Party Application; or
 - 5.8 You become aware of any suspicious or unauthorised transaction using the Token.
- 5.9 Samsung Pay and Your Device may use certain security features and procedures to protect against unauthorised use of Your Card. These features and procedures are the sole responsibility of the Device provider. You agree not to disable any of these security features and to use them to safeguard Your Card.
6. You must delete Your Card from Your old Device if You change or dispose of the Device, as well as if the Device is being repaired.
 - 6.1 The Client acknowledges that any failure to keep the Device, Token, Security Codes, or other information secure may result in unauthorised use of the Card, Token or bank account(s) linked to the Card or Token.
 - 6.2 When Your Token is used to pay for a transaction, Sasfin assumes that You have authorised the transaction, even if it took place without Your knowledge or consent or was not authorised by You. This means that, unless You notified Sasfin beforehand that Your Token is being used or about to be used without Your knowledge or consent, or that Your Samsung Pay details have been compromised, you are liable for all losses in connection with that transaction.
7. Sasfin may stop supporting the use of the Token on Samsung Pay at any time.

8. Usage

- 8.1 The Token exists independently and separately from the Client's Card. The Token may be used to pay for transactions wherever Third-Party Applications are available.

- 8.2 Sasfin will block or delete Your Token in instances when Your Card is reported as lost, stolen, compromised, or it expires.
- 8.3 The Client will be required to register and activate any new Card issued by Sasfin on its Device if the Client wishes to continue using the Tokenised Services.
- 8.4 The Client will be entitled at any time to de-activate the Token on the Third-Party Application.

9. Sharing of Personal Information

Sasfin may be required to share Your Personal Information (as defined in the Promotion of Access to Information Act, No. 2 of 2000) with Samsung and any third party that provides services to Samsung and to Sasfin in respect of the Tokenised Services in order for you to use your Token through Samsung Pay. You hereby grant Sasfin consent for us to share your Personal Information with these parties for this purpose.

10. Fees and Charges

Sasfin does not currently charge any additional fees to use the Token on the Third-Party Application. All the usual Card transaction fees will still apply. Any third parties with which You have an agreement may charge fees on Your Device. Sasfin is not liable for these fees.

11. Changes

- 12. Sasfin reserves the right to amend, update or replace these Ts and Cs at any time, without notice to You. You should regularly check these Ts and Cs to keep informed of any changes to the Ts and Cs.
- 13. Your continued use of the Tokenised Services will be taken to be Your acceptance of any changes. If You do not agree to the changes, you may choose to not use the Tokenised Services.

14. Indemnity

- 15. Sasfin is not responsible for the security, accuracy, legality, appropriateness, content, function, or any other aspect of Samsung Pay or any other third party's products or services. It is Your responsibility to read and understand any agreements with Third Parties before using Samsung Pay. We are not responsible for and do not provide any support or assistance for any third-party hardware, software or other products or services (including Samsung Pay and Your Device). If You have any questions or issues with a third-party product or service, you must contact the appropriate third party for client support.
- 16. Sasfin does not guarantee that Third Party Applications will be accepted by all merchants or that it will work as a payment method.
- 17. Sasfin will not be responsible for any failure, malfunction or delay of any electronic device, or the Client's supporting mobile network, or for any loss or damage including consequential loss which a client may suffer in consequence thereof. Inter alia, Sasfin is not liable if:
 - 18. the Third-Party Application is unavailable or does not work for any reason.
 - 18.1.1 You are unable to register or activate Your Card on the Third-Party Application or experience any other technical issue related thereto.
 - 18.1.2 a merchant refuses to accept payment via the Third-Party Application.
 - 18.1.3 there is a security breach affecting any information stored on or sent from the Third-Party Applications, including information on Your Card or Token.
 - 18.1.4 there is any unauthorised access or use of Your Security Codes.
- 19. The Client hereby indemnifies Sasfin against any claims for damages, loss, or liability, which the Client or Sasfin may suffer as a result of the use of the Tokenised Services.

20. General disclaimer

21. Sasfin accepts no responsibility for any loss or damage of whatsoever nature that may be caused or brought about, directly, or indirectly, by the use of the Tokenised Services.
22. You may not circumvent, disable, or otherwise interfere with security-related features of the Tokenised Services.
23. Use of the Tokenised Services is at Your own risk and Sasfin bears no responsibility or liability with regard to Your use of the Tokenised Services.
24. Except to the extent that Sasfin acted fraudulently or with gross negligence, Sasfin will not be responsible and disclaims all liability for any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever which may be suffered as a result of, or which may be attributable to, directly or indirectly, the use of the Tokenised Services.
25. Sasfin makes no representations about the Tokenised Services.
26. You hereby indemnify Sasfin against any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever which may be suffered by You or any third party as a result of or which may be attributable directly or indirectly to Your use of the Tokenised Services.