

Please read these Visa Tokenisation T&Cs carefully as these Visa Tokenisation T&Cs set out the rights and obligations between You and Sasfin. If You do not understand any part of this document, please contact Sasfin. **Please pay special attention to all text in bold.**

## 1. Definitions

In these Visa Tokenisation T&Cs:

- 1.1 **"Additional Cardholder"** means any person authorised by You to use an Additional Card and to whom an Additional Card has been issued;
- 1.2 **"Account"** means Your Sasfin account, to which Your Card is linked;
- 1.3 **"Authorised User"** means any person You appoint to use Your Account or Card on Your behalf;
- 1.4 **"Card"** means a card issued by Sasfin to You, for usage by You;
- 1.5 **"Device"** means a smartphone or smart watch or any other device compatible for use with the Third Party Application, which stores Your Digital Card;
- 1.6 **"Digital Card"** means Your virtual card which is stored on Your Device and allows You to make a payment at a Merchant;
- 1.7 **"Digital Card Transaction"** means a transaction effected by You using Your Digital Card including, without limiting the generality of the foregoing, a purchase, refund or reversal of payment;
- 1.8 **"Merchant"** means a supplier of goods and/or services which is enabled and authorised to accept payment through various means, including, but not limited to, cards;
- 1.9 **"Password"** means a confidential code chosen by You which is used to unlock Your Device, which includes a password, pattern or biometric identifier;
- 1.1 **"Sasfin" / "We" / "Us"** means Sasfin Bank Limited (registration number 1951/002880/06), an authorised financial services provider (FSP23833) and a registered credit provider (NCRCP22) and includes any successor-in-title;
- 1.2 **"Security Codes"** means Your Token and any confidential code, username, Password, card PIN, security token and other security information;
- 1.3 **"Third Party Tokenisation Service Provider"** means external entities or service providers which provide tokenisation services including, but not limited to, Samsung Pay and Garmin Pay;
- 1.4 **"Third Party Agreements"** means agreements which You have with Your Device provider, Your network operator and any other third party service providers, which third party service providers have their own terms and conditions;
- 1.5 **"Third Party Application"** means an application provided by a Third Party Service Provider and made available by Sasfin;
- 1.6 **"Token"** means a unique digital identifier, which is used as identification against Your card, on a Third Party Application, which exists independently from Your card;
- 1.7 **"Tokenisation Services"** means any Third Party Applications or services onto which Your Card may be loaded and/or linked to enable You to perform Digital Card Transactions or Transact digitally through Your Device;
- 1.8 **"Transaction"** means a transaction effected on Your Account including, without limiting the generality of the foregoing, a deposit or withdrawal, debit order, purchase, cash transaction, refund or reversal of payment and excluding fees and interest payments and "Transact" shall have a corresponding meaning;
- 1.9 **"Visa Tokenisation T&Cs"** means these terms and conditions which govern the relationship between Sasfin and You in respect of the Tokenisation Services; and
- 1.10 **"You" / "Your" / "Cardholder"** 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 and includes any Additional Cardholder.

## 2. AGREEMENT

beyond a bank

- 1.1. An agreement between You and Sasfin regulating, amongst other things, the Tokenisation Services shall come into effect, and all the provisions of these Visa Tokenisation T&Cs will apply, by the earlier of:
  - 2.1.1. You installing and activating the Third Party Application and enrolling Your Card;
  - 2.1.2. the use by You of the Third Party Application.

### 3. APPLICATION OF THESE CARD TERMS AND CONDITIONS

- 1.2. These Visa Tokenisation T&Cs apply to You if You have a Third Party Application. These Visa Tokenisation T&Cs also apply to any Authorised Users.
- 1.3. These Visa Tokenisation T&Cs set out the agreement between You and Sasfin regarding the use of Your Card. These Visa Tokenisation T&Cs must be read together with the General T&Cs, the Account T&Cs and the Card T&Cs.
- 1.4. These Visa Tokenisation T&Cs apply to the Cardholder and to the Additional Cardholder.

### 4. General

- 4.1 You may use Your Card to make payment for goods and services using the Third Party Application.
- 4.2 In order to activate the Tokenisation Services, You must add the Card on the Third Party Application.
- 4.3 By linking the Card onto the Third Party Application, You consent to payments being processed via tokenised means.
- 4.4 You must ensure that the Device used by You is held in close proximity to the payment terminal in order for the Digital Card Transaction to be completed successfully.
- 4.5 Sasfin will not be responsible for any duplicate Digital Card Transactions.
- 4.6 In the event of any reversals or cancellations of a Digital Card Transaction made using the Tokenisation Services, such cancellation or reversal will be processed directly by You 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.
- 4.7 You will be liable for any Digital Card Transactions made on Third Party Applications with Your Device if You are not in possession of the Device, whether or not such Digital Card Transactions were made with or without Your authorisation, by any person known to You or by any other person having possession of Your Device.**
- 4.8 You are responsible and liable for any losses resulting from the use of Your Card by any unauthorised person.**
- 4.9 Sasfin is not responsible for the security, function, content or any other aspect of the Third Party Application. 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 activating Your Card and engaging in any Digital Card Transactions.

### 5. Security

- 5.1 You must ensure that Your Device is kept in Your possession at all times. You must take reasonable precautions to keep Your Device safe and secure. You are responsible for the security of and access to the Device, including the safeguarding of personal Security Codes, the Third Party Application and confidentiality of the information contained on it.
- 5.2 You must secure the Your Device and its contents through the security features made available in the Third Party Application.
- 5.3 You must take all necessary steps to prevent the unauthorised or fraudulent use of Security Codes that You use when You make a payment with Your Token or when You access the Third Party Application.
- 5.4 You must ensure that You delete the Digital Card from the Device if the Device used is changed, replaced, sent for repairs, disposed of or destroyed. You must keep any security software on the Device updated.

5.5 You must call Sasfin's Client Relationship Centre on the telephone number below (which is also printed on the back of Your Card) immediately if:

5.5.1 Your Device or Security Codes have been lost, stolen or used without Your consent;

5.5.2 You become aware of any security issues on the Third Party Application; or

5.5.3 You become aware of any suspicious or unauthorised Digital Card Transaction using the Token.

5.6 After You call Sasfin's Client Relationship Centre, Sasfin will deactivate Your Token and/or cancel Your Card.

5.7 You may also cancel Your Card by using the Sasfin B\\YOND internet banking website or by using the Sasfin B\\YOND mobile App.

**5.8 When Your Card is cancelled it will no longer function and You will not be able to use Your Card or the Third Party Application.**

5.9 If Your Account is suspended, You may not be able to use the Digital Card until Your Account is no longer suspended.

5.10 The Third Party Application 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.

5.11 You acknowledge and agree that any failure to keep the Device, Token, Security Codes or other information secure may result in unauthorised use of the Card, Token or Account. **You are responsible and liable for any losses resulting from the use of Your Digital Card, Token or Security Codes by any unauthorised person.**

5.12 When You use Your Digital Card for a Digital Card Transaction, Sasfin assumes that You have authorised the Digital Card Transaction, even if it took place without Your knowledge or consent or was not authorised by You.

5.13 Sasfin may stop supporting the use of the Digital Card at any time.

## 6. USAGE

6.1 The Token exists independently and separately from Your Card. The Token may be used to pay for Digital Card Transactions.

6.2 You will be required to register and activate any new Card issued by Sasfin on Your Device if You wish to continue using the Tokenisation Services.

6.3 You will be entitled at any time to de-activate Your Digital Card by deleting it on the Third Party Application.

## 7. SHARING OF PERSONAL INFORMATION

Sasfin may be required to share Your Personal Information (as defined in the Protection of Personal Information Act, No. 4 of 2013) with the Third Party Tokenisation Service Provider and any third party that provides services to the Third Party Tokenisation Service Provider in order for you to use Your Token through the Third Party Application. You hereby grant Sasfin consent for Us to share your Personal Information with these third parties for this purpose.

## 8. FEES AND CHARGES

Sasfin does not currently charge any additional fees to use the Token on the Third Party Application. All the usual Card and Transaction fees will still apply. Any third parties with which You have a Third Party Agreement may charge fees on Your Device. Sasfin is not liable for those fees.

## 9. INDEMNITY

**9.1 Sasfin is not responsible for the security, accuracy, legality, appropriateness, content, functioning or any other aspect of the Third Party Application or any other third party's products or services. It is Your responsibility to read and understand any Third Party Agreements before using the Third Party Application. 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 the Third Party Application 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. You hereby indemnify Us in respect of any losses arising as a result of You concluding Your Third Party Agreements.

- 9.2 Sasfin does not guarantee that any Third Party Application will be accepted by all Merchants or that it will work as a payment method.**
- 9.3 Sasfin will not be responsible for any failure, malfunction or delay of any electronic device or Your supporting mobile network or for any loss or damage, including consequential loss, which You may suffer in consequence thereof. Inter alia, Sasfin is not liable if:**
- 9.3.1 the Third Party Application is unavailable or does not work for any reason;**
  - 9.3.2 You are unable to register or activate Your Card on the Third Party Application or experience any other technical issue related thereto;**
  - 9.3.3 a Merchant refuses to accept payment via the Third Party Application;**
  - 9.3.4 there is a security breach affecting any information stored on or sent from the Third Party Application, including information on Your Card or Token;**
  - 9.3.5 there is any unauthorised access or use of Your Security Codes.**
- 9.4 You hereby indemnify Sasfin against any claims for damages, loss or liability, which You or any third party may suffer or which may be attributable directly or indirectly to the use of the Tokenisation Services.**

## **10. GENERAL DISCLAIMER**

- 1.1 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 Tokenisation Services.
- 1.2 You may not circumvent, disable or otherwise interfere with security-related features of the Tokenisation Services.
- 1.3 Use of the Tokenisation Services is at Your own risk and Sasfin bears no responsibility or liability with regard to Your use of the Tokenisation Services.
- 1.4 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 Tokenisation Services.
- 1.5 Sasfin makes no representations about the Tokenisation Services.

## **11. CHANGES TO THIS AGREEMENT**

- 1.1. We have the right to change these Visa Tokenisation T&Cs or add new terms and conditions relating to the Visa Tokenisation T&Cs. You will be notified where there have been material changes or where there are new terms and conditions.
- 1.2. Your access to the Third Party Application and transacting using the Third Party Application will be considered to be Your acceptance of any changes. If You do not agree to the changes, You may cancel Your agreement with us for the use of Tokenisation Services within 7 (seven) business days of receiving a notice of any change. If We do not receive a notice from You of Your intention to cancel these Visa Tokenisation T&Cs, You will be deemed to have accepted the changes or new terms and conditions.

## **12. GENERAL**

- 1.3. You warrant that You have the necessary legal capacity and authority to enter into and be bound by these Visa Tokenisation T&Cs.
- 1.4. By using the Tokenisation Services, You are considered to have read and understood these Visa Tokenisation T&Cs and all applicable terms and conditions that apply to You. You warrant that You have accepted such terms and conditions and agree to be bound by them.

**13. SASFIN'S CONTACT DETAILS**

- 1.5. Sasfin's Client Relationship Centre may be contacted by:  
Calling 080 23 23 23 6 (24 hours); or  
Email: [customerservice@sasfin.com](mailto:customerservice@sasfin.com)
- 1.6. For compliments or complaints, please email [customercare@sasfin.com](mailto:customercare@sasfin.com)