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Before you register for membership, check that you qualify

You can apply for the UCount Rewards for Business programme only if:

- you have an account in your own name; and
- your account is in good standing, and you have provided us with all the information we request.

The person who applies for UCount Rewards for Business programme on your behalf must be an authorised person who is 18 years old or older and who is specified as a signatory in the signing arrangement and/or resolution in our records for the account. An authorised person who is under the age of 18 can apply for UCount Rewards for Business programme on your behalf at a branch if assisted by a parent or legal guardian.

You can use the benefits of UCount Rewards for Business programme only after we have approved your application for registration. We will try to notify you and all authorised persons, where applicable, of your registration within seven days of the application. The notification will be given by email, SMS or digitally where the contact information is available.

## 1 Introduction

- 1.1 The terms form a legally binding agreement between you, the person who registers for a UCount Rewards for Business, and us, The Standard Bank of South Africa Limited (registration number 1962/000738/06).
- 1.2 The terms become effective when we approve your registration for UCount Rewards for Business. This means 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 Standard Bank general terms and conditions, including any definitions, privacy statement, disclaimers and disclosures that are incorporated by reference into the terms.
- 1.4 If there is any conflict between the terms and Standard Bank's general terms and conditions, the terms will apply to UCount Rewards for Business.
- 1.5 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.
- 1.6 You must make sure that UCount Rewards for Business is suitable for your needs.

## 2 Extra terms and conditions apply for third-party service providers

- 2.1 UCount Rewards for Business involves the participation of rewards service providers (called third-party vendors). These include retailers, participating fuel retailers, and redemption retailers. In some cases, a third-party vendor's terms and conditions will apply in addition to these terms. It is your responsibility to make sure that you understand the relevant third-party vendor's terms and conditions.
- 2.2 If you have any disputes with respect to any transaction made using rewards points, you must contact the rewards retailer, redemption retailer or participating fuel retailer you entered into the transaction with.

## 3 Definitions

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

<b>3D secure</b>	means 3D secure, a free service which provides an extra layer of security when you make online purchases from merchants and includes any updates and/or upgrades to 3D secure from time to time.
<b>3D securecode</b>	means the confidential personal identification code that you can use to operate 3D secure.
<b>account</b>	means the business Current account of a qualifying business.
<b>authorised person</b>	means an authorised person who is specified as a signatory in the signing arrangement and/or resolution in our records for the account.
<b>you/your/business</b>	means a Standard Bank Small Enterprise or Agric (Small Enterprise) client and / Business Banking client which meets our qualifying criteria as set out in the programme rules.
<b>business rewards card</b>	means the prepaid debit card we issue you when you join UCount Rewards for Business for redeeming rewards points at rewards retailers, redemption retailers and participating fuel retailers.
<b>card(s)</b>	means all the Standard Bank Business Debit, Credit and Cheque cards issued to you in South Africa, excluding travel Lodge cards, Diners Club cards, Fleet cards, virtual cards and any Co-branded Credit cards.
<b>channel</b>	means the various options available to you and us for contacting each other. These include, but are not limited to, our website, the contact centre, our branches, email, SMS, MMS, telephone and post.
<b>contact centre</b>	means the UCount Rewards for Business contact centre, which can be reached on 0860 82 68 68 between the hours of 8am and 5pm from Monday to Friday and between 8am and 12h00 on Saturdays.
<b>discount</b>	means an upfront discount received on goods or services from a rewards retailer when you use your card to make a purchase.
<b>dual membership rewards</b>	means bonus rewards points awarded to you for being a member of both the UCount Rewards for retail and UCount Rewards for Business programmes as set out in the programme rules.
<b>earn/earned/earning</b>	means the process by which you can earn rewards points.
<b>earn rate</b>	means the rate at which we calculate the amount of rewards points that are credited to your rewards account and which is set out in the programme rules.
<b>earn cap</b>	means the maximum amount of rewards points that you can earn from us as set out in the programme rules.

<b>FICA</b>	means the Financial Intelligence Centre Act, 38 of 2001, as amended from time to time, as well as subordinate legislation.
<b>fixed cycle</b>	means the period of time that runs from the 16th day of one month until the 15th day of the following month.
<b>fraudulent transaction</b>	means any transaction which, in terms of the laws of the Republic of South Africa, would constitute fraud, without it being necessary for us to prove such fraud.
<b>fuel</b>	means petroleum, diesel and lubricant spend at participating fuel retailers.
<b>good standing</b>	means that you are not in breach of any of your obligations towards us, that all your accounts with us are up to date, not in arrears, dormant or overdrawn and that you and all your accounts are FICA-compliant and compliant with all other applicable laws and our internal policies or are considered to be in good standing for any other reason.
<b>behaviours</b>	means an action taken which contributes towards your rewards tier level as set out in the programme rules.
<b>participating fuel retailer</b>	means a retailer that you can earn rewards points from when you use your card to pay for fuel in South Africa. A list of participating fuel retailers is set out in the programme rules.
<b>PIN</b>	means the confidential personal identification number used for operating your rewards card.
<b>programme rules</b>	means the rules applicable to UCount Rewards for Business as set out in annexure A of these terms.
<b>process</b>	means any operation or activity, whether automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or use. Processing will have a similar meaning.
<b>product rules</b>	means the rules applicable to UCount Rewards for Business members
<b>pro-rated refund</b>	means the refund that you will receive for the unused portion of your annual membership fee when you cancel your UCount Rewards for Business membership, if the annual membership fee is applicable to you as set out in the programme rules.
<b>redemption retailer</b>	means the retailers at which you can use your business rewards card to redeem rewards points. A list of redemption retailers is set out in the programme rules.
<b>rewards retailers</b>	means a retailer from which you can earn rewards points or receive a discount when using your card either in-store or online to pay for goods or services in South Africa, and from which you can redeem rewards points when using your rewards card. A list of rewards retailers is set out in the programme rules.
<b>qualifying purchase(s)</b>	means any purchase(s) excluding gambling, toll fees, cash advances, electronic funds transfers, inter account transfers and payments, cash withdrawals, foreign exchange purchases, cheques issued, stop and debit orders, fuel spend (except for fuel at participating fuel retailers).
<b>redeem</b>	means using your rewards points to pay for products and/or services at rewards retailers, redemption retailers, the UCount Rewards online redemption portal, through the contact centre or at participating fuel retailers.
<b>rewards account</b>	means the UCount Rewards for Business account that we will open for you when we approve your registration for UCount Rewards for Business.
<b>rewards points</b>	means the points you earn and redeem, as well as points that we award to you with UCount Rewards for Business.
<b>rewards tier level</b>	means the UCount Rewards for Business tier that you qualify for based your behaviours as set out in the programme rules. Your rewards tier level will determine your earn rate for the fixed cycle.
<b>spend cap</b>	means the total value of your qualifying card spend during a fixed cycle that qualifies you to earn rewards points at the rates set out in the programme rules.
<b>Standard Bank/we/us/our</b>	means The Standard Bank of South Africa Limited.
<b>tax</b>	means all taxes, charges, duties, levies, deductions, withholdings or fees of any kind imposed, levied, collected, withheld or assessed by a tax authority, together with any related penalties, fines or interest.
<b>tax authority</b>	means any governmental authority or other regulatory entity which has the power to impose tax in the Republic of South Africa, including but not limited to the South African Revenue Service.
<b>tier rewards</b>	means the points that we allocate to you at the end of a calendar month (the period from the 1st day of a of a month to the last day of the same month, both days inclusive) to decide your rewards tier level month as set out in the Programme Rules.
<b>terms</b>	means the terms and conditions for UCount Rewards for Business as set out in this document read together with the programme rules.
<b>third-party vendor</b>	means an external vendor, rewards retailer, participating fuel retailer or redemption retailer that provides services to us specifically for UCount Rewards for Business.
<b>transactor</b>	means an authorised person who registers for UCount Rewards for Business on your behalf.
<b>UCount Rewards</b>	means the loyalty programme that we offer to you that rewards you for your banking relationship with us.
<b>UCount Rewards for Business</b>	means the rewards programme that we offer to you and that rewards you for your business banking relationship with us.

<b>UCount Rewards online redemption portal</b>	means an online facility where you can use your rewards points, a card or a combination of rewards points and a card to buy various products and services.
<b>UCount Rewards travel mall</b>	means an online facility where you can use your rewards points, a card or a combination of rewards points and a card to buy various travel-related products and services.
<b>UCount business tiering rules</b>	means the tiering rules for UCount Rewards for Business which are set out in the programme rules.
<b>website</b>	means the Internet website with the address <a href="http://www.standardbank.co.za/ucountbusiness">www.standardbank.co.za/ucountbusiness</a> .
<b>welcome pack</b>	means a step-by-step guide to how UCount Rewards for Business works and the benefits you will receive once you have registered for UCount Rewards for Business

#### **4 Registration**

- 4.1 You will not be able to earn or redeem any rewards points or receive any discounts until we have approved the application for registration for UCount Rewards for Business. You will not be able to redeem any rewards points until we have all the information we require for registration, even if we have approved the application for registration.
- 4.2 You must advise us immediately if any of the personal or business information provided to us during the registration process is inaccurate or has changed. We will not be liable for any loss you suffer if we don't notify an authorised person of the registration of the business because we did not have the correct contact details for the authorised persons or for any other reason.
- 4.3 If the person who registered for UCount Rewards for Business was not authorised to do so, after registration, an authorised person can advise us of this fact. In this case, you will be able to earn but not redeem rewards points. The authorised persons must confirm that your registration for UCount Rewards for Business is authorised within 180 days, otherwise your membership will be cancelled and all rewards points will be lost. Once the authorised person has confirmed that the registration is authorised, you will be able to redeem rewards points.

#### **5 Receiving a discount**

You can receive an upfront discount for goods or services by using your card for qualifying purchases at specific rewards retailers. Refer to the programme rules for further details.

#### **6 Earning rewards points**

- 6.1 You can earn rewards points:
- by using a card to pay for qualifying purchases;
  - by using a card to pay at participating fuel retailer for fuel only;
  - by using a card to pay for qualifying purchases at rewards retailers;
  - by receiving Dual Membership rewards;
  - by receiving tier rewards;
- or
- as advised by us from time to time.
- 6.2 You will not earn or redeem rewards points when you pay for fuel purchases at a service station that is not a participating fuel retailer.
- 6.3 UCount Rewards for Business has been designed to reward businesses for using cards in a business capacity only (not for personal use). We are not liable for any losses or increased costs you incur if you make personal transactions on your business banking account.
- 6.4 Rewards points will be calculated retrospectively for the fixed cycle and allocated to your rewards account at the end of the month.
- 6.5 We may change the earn rate, earn cap or spend cap on reasonable notice to you through one or more of our channels.
- 6.6 Your rewards tier level is calculated during each calendar month (for example, 1 June to 30 June) and is used to determine your earn rate. The earn rate is then used to calculate the rewards points you will earn on qualifying transactions in the next fixed cycle (for example, 16 June to 15 July). The rewards points will be allocated to you on the last day of the month following that fixed cycle (for example 31 July).
- 6.7 Your earn rate will increase the higher the rewards tier level you are on. The rewards tier levels are set out in your welcome pack, programme rules and on the website.
- 6.8 The rewards retailers' earn rates and rules are at the rewards retailers' discretion and may be changed on reasonable notice to you.
- 6.9 You can only register once for UCount Rewards for Business, even if you have more than one account.
- 6.10 A business rewards card can only be linked to one rewards account.

#### **7 Conditions for earning rewards points**

- 7.1 **Good standing**
- You must be in good standing with us to be able to earn rewards points. Whether you are in good standing will be determined on the last day of every fixed cycle.
  - If you are not in good standing, you can redeem rewards points which you earned when you were in good standing.
- 7.2 **Payment of membership fee**
- If you do not pay your membership fee for two months, you will not be able to earn rewards points. We will try to inform you that you must pay your membership fee within five days, and if you fail to do so, we will cancel your membership of UCount Rewards for Business and your rewards points will be lost.
  - If you are not in good standing, you will not be able to earn or redeem rewards points subject to clause 7.1 b) above, but you will still have to pay your membership fee.
- 7.3 **Fraudulent Collecting of rewards points**
- If you earn rewards points fraudulently or are a party to a fraudulent transaction, we may cancel your membership of UCount Rewards for Business. All rewards points earned fraudulently will be forfeited (lost).

#### **8 Dual membership rewards**

- 8.1 You will receive dual membership rewards if, currently, and for the past 12 months:
- you are registered for UCount Rewards for Business; and
  - our records show that at least one director, shareholder, business representative or sole proprietor of the business has been a member of UCount Rewards in his or her personal capacity.
- 8.2 Dual membership rewards will be allocated at the end of the first 12-month period after you joined UCount Rewards for Business or one of your directors, shareholders, business representatives or sole proprietor joined UCount Rewards, whichever is later.

#### **9 Expiry of rewards points**

All rewards points earned are valid for five years from the date of issue. If you do not redeem your rewards points before this time, they will expire. We will try to tell you in advance when your rewards points will be expiring and what portion will expire.

## **10 Redeeming rewards points**

- 10.1 You can redeem rewards points:
- through the contact centre;
  - at the UCount Rewards online redemption portal
  - at the UCount Rewards travel mall; and
  - by using your rewards card at rewards retailers, redemption retailers and participating fuel retailer in South Africa.
- 10.2 You must make sure that the information you give us when redeeming rewards points is correct. We cannot be held liable for losses if you give us incorrect information.
- 10.3 You must present your business rewards card whenever you want to redeem your rewards points at a rewards retailer, a redemption retailer or a participating fuel retailer. Refer to your rewards card section below.
- 10.4 Payment at rewards retailers, redemption retailers and participating fuel retailers can be made with a combination of a business rewards card and a card, subject to the terms and conditions of the applicable rewards retailer, redemption retailer or participating fuel retailer.
- 10.5 For virtual redemptions at the UCount Rewards online redemption portal we will send the voucher number to the cellphone number we have on record for you.

## **11 Your business rewards card**

- 11.1 Once you have registered and been approved for UCount Rewards for Business, we will issue you with a business rewards card, which you can use to redeem rewards points or receive a discount at rewards retailers, redemption retailers and participating fuel retailer.
- 11.2 You must activate and create a PIN for your rewards card on the website or by calling the contact centre. If you request a PIN from the contact centre, the PIN will be sent to the cellphone number we have on record for you.
- 11.3 When you use your rewards card to redeem rewards points or receive a discount online at rewards retailers, you must insert the 3D securecode to complete the transaction. You can get the 3D securecode by logging on to your UCount Rewards for Business profile on the website. If you forget the 3D securecode, you can get another 3D securecode at no cost on your UCount Rewards for Business profile on the website at any time.
- 11.4 If your rewards card is lost or stolen, you can order another business rewards card.
- 11.5 Your rewards card will have an expiry date printed on the front of it and is valid until the last day of the month shown, unless we cancel your rewards card earlier than this date.
- 11.6 You must sign your rewards card in ink in the space provided on the back as soon as it is received. Your rewards card is not valid unless it is signed by you.
- 11.7 Your rewards card can be used only at rewards retailers, redemption retailers and participating fuel retailers in South Africa that accept your rewards card. Your rewards card cannot be used for any other purpose.
- 11.8 We will always be the owner of your rewards card.
- 11.9 You are responsible for the safety of your rewards card, PIN and 3D securecode. We will not be liable if your rewards card is damaged, lost, stolen or copied.
- 11.10 You can view the rewards points earned and redeemed by logging on to the UCount Rewards for Business profile on the website.

## **12 Redeeming rewards points using your rewards card**

- 12.1 When you use your rewards card to pay for goods or services, you must enter the PIN into the point-of-sale device or enter the 3D securecode when purchasing products and services online if the redemption retailer or rewards retailer is an online merchant.
- 12.2 You will have three attempts to use the PIN. Thereafter, the card will be blocked and you must call the contact centre to have a new PIN sent to your registered cellphone number.
- 12.3 You can get your 3D securecode on your UCount Rewards for Business profile on the website only. If you forget your 3D securecode, you can request a new one on your profile on the website.
- 12.4 When you use your rewards card to redeem rewards points, we will process the transaction against the available rewards account balance. You will only be able to spend rewards points up to the value of rewards points in the rewards account.
- 12.5 You authorise us to deduct the full amount of each purchase from the rewards account whenever your rewards card is used to pay for goods or services.
- 12.6 All transactions must be authorised by us against the rewards points in the rewards account.
- 12.7 Once you have paid for a purchase, you cannot stop payment for the transaction.
- 12.8 You must keep track of transactions to ensure that you do not exceed the rewards account balance.
- 12.9 You can redeem a maximum of R30 000 worth of rewards points per month.

## **13 Cancelling your rewards card**

- 13.1 Your rewards card will be cancelled when it expires, if it lost, stolen or damaged. You can order a new business rewards card:
- by contacting the contact centre; or
  - on the website; or
  - from a Standard Bank branch.
- 13.2 You must destroy your rewards card as soon as it expires.
- 13.3 We may stop your rewards card at any time if necessary to protect our interests.
- 13.4 If you cancel your rewards card, the rewards account will be frozen for three days.

## **14 Cancelling the transactor's mandate**

- 14.1 The authorised persons can cancel the transactor's mandate to operate the rewards account at any time by calling the contact centre. The transactor can cancel his/her mandate to operate the rewards account at any time by calling the contact centre or on the UCount Rewards for Business profile on the website. If the transactor is removed as a signatory on the account, we will cancel the transactor's mandate automatically. When the transactor's mandate is cancelled, your rewards card issued to the transactor will be cancelled and the transactor's access to the UCount Rewards for Business profile on the website will be deactivated.
- 14.2 We will not be liable for any loss or damages you may suffer because of any delay by us in cancelling the transactor's mandate.
- 14.3 A new transactor must register by calling the contact centre or on the website, and we will issue a new business rewards card to the new transactor, for which a replacement card fee will be charged. If a transactor's mandate is cancelled and no new transactor registers, your ability to redeem rewards points will be suspended until a new transactor is registered. Any rewards points that expire during this time will be forfeited (lost).
- 14.4 If a new transactor registers, we will endeavour to notify you of this fact within seven days of such registration.

## **15 Lost or stolen business rewards cards**

- 15.1 Any rewards points that are redeemed after your rewards card or its details are lost or stolen will be lost. You must notify us immediately by calling the contact centre if your rewards card, its details, the PIN or the 3D securecode are lost or stolen or if any security measures we have put in place in connection with UCount Rewards for Business have been compromised, and we will stop your rewards card as soon as reasonably possible.
- 15.2 You must call **0860 826 868** immediately to 'stop' your rewards card if it is lost or stolen.

15.3 You will be responsible for all payments made with your business rewards card before it is stopped.

## **16 Refunds**

16.1 We will reverse any rewards points that you have earned on any goods and services that are refunded on a card.

16.2 If you do not have enough rewards points in your rewards account for us to reverse, your rewards account will go into a negative balance and we will reverse the remaining outstanding rewards points the following month.

16.3 If your rewards account has been closed or if, after a month, we could not recover the rewards points, then we will recover the value of the rewards points from your account.

16.4 If goods or services purchased from a rewards retailer or a redemption retailer on a business rewards card are returned, you will be refunded with either a voucher or a gift card, whichever is applicable to the rewards retailer or redemption retailer and accordance with the rewards retailer's return policy. All goods or services paid for with a card will follow our standard refund processes.

## **17 Fees**

17.1 A monthly membership fee or annual membership fee is payable when you register for UCount Rewards for Business and monthly or annually thereafter for as long as you are a member of UCount Rewards for Business. The membership fee is set out in the programme rules.

17.2 You will not be charged any fees when you pay for goods or services with a business rewards card.

17.3 You will not earn any interest on rewards points in your rewards account.

17.4 We will charge you a card replacement fee if we have to provide you with a replacement business rewards card for any reason.

17.5 We will charge the card replacement fee and any fees to the account from which the fees in connection with UCount Rewards for Business are debited.

17.6 We may change any fees after giving you reasonable notice.

## **18 Rewards account statement**

18.1 You can request a rewards account statement by calling the contact centre or checking the UCount Rewards for Business profile on our website at any time.

18.2 The UCount Rewards for Business account statement will set out the total number of rewards points that have been redeemed and earned in each of the following categories:

- a) card rewards;
- b) fuel rewards;
- c) retailers rewards;
- d) dual membership rewards;
- e) tier rewards;
- f) other rewards (if any).

18.3 If there are any errors on your monthly rewards account statement or your rewards tier level, you must call the contact centre within 60 days of the date of the statement, otherwise we will consider it as correct and final.

## **19 Incorrect allocation of rewards points**

We may reverse any incorrect rewards points allocated to the rewards account by way of an account debit. If an incorrect allocation is redeemed before it is reversed, we may recover the value of those rewards points from you.

## **20 Cancelling your membership**

20.1 Voluntary membership cancellation: You can cancel your membership of UCount Rewards for Business by calling the contact centre. You must redeem all the rewards points before cancelling your membership, otherwise all rewards points that are not redeemed will be lost.

### **20.2 Non-voluntary membership cancellation:**

- a) We will automatically cancel your membership of UCount Rewards for Business, and all rewards points that are not redeemed will be lost immediately if:
  - your membership fee is in arrears for two months (we will try to send you notification of your non-payment before cancelling your membership);
  - you cease trading;
  - the account is closed;
  - you, one of your employees, an authorised person or the transactor engaged in a fraudulent transaction;
  - you, an authorised person or the transactor breached any of these terms or any terms and conditions relating to your account; or
  - if we must do so for legal reasons.
- b) We will cancel your membership of UCount Rewards for Business with effect from the first business day of the month following the end of the third fixed cycle, if you are not in good standing for three consecutive fixed cycles and all rewards points that are not redeemed will be lost.

### **20.3 You no longer qualify:**

- a) We will cancel your membership of UCount Rewards for Business if you no longer qualify as a business as set out in these terms and the programme rules, or any applicable law prohibits you from joining or being a member of a rewards programme. We will inform you as soon as possible if you no longer qualify for UCount Rewards for Business. You must redeem all the rewards points within 90 days after the membership is cancelled, otherwise all rewards points that are not redeemed will be lost.

### **20.4 Legal incapacity**

- a) If you are liquidated or if you are a sole proprietor and you are under curatorship or are sequestrated, the rewards account will be cancelled. The liquidator, curator or sequestrator, as the case may be, must immediately inform us of the relevant legal incapacity, and must provide us with any relevant documents we may request (such as court orders).
- b) If you are a sole proprietor, on your death, the rewards account will be frozen. The executor must provide us with a certified copy of the death certificate and any other documents we may request. The executor may instruct us to transfer the rewards points to another member's rewards account within 24 months of the death, otherwise the rewards points will be lost. Any of the rewards points that expire during the 24-month period will be lost. The rewards account will be cancelled once the rewards points have been transferred or at the end of the 24-month period mentioned above, whichever is earlier. We accept no liability whatsoever related to the executor's transferring or not transferring the rewards points to another member.

20.5 All cancellations will take effect immediately.

20.6 No third party may be granted power of attorney to operate the rewards account.

## **21 Website**

21.1 You can access the UCount Rewards for Business profile by entering a username and password on our website.

21.2 When logging on for the first time, the transactor must enter a South African identity number or passport number in the 'username' field. The transactor will then be sent a one-time password to the cellphone number that we have on record for the transactor and will then be asked to choose a username and password.

21.3 We may change, suspend or close the website temporarily or permanently without notice. We may also limit certain services, features or

functions and restrict access to all or parts of any service on the website.

21.4 You must use suitable, up-to-date software, including anti-virus, anti-spam and anti-phishing software, to minimise any risks related to the use of the Internet and the website.

21.5 Our website may contain hyperlinks to external websites. By making the hyperlinks available, we are not in any way endorsing or recommending the external website or products and/or services offered on such websites.

## 22 Contact centre

When you contact the contact centre, you will be asked security questions so that we can confirm that it is you. We will give you information about your rewards account and allow you to redeem rewards points only if you answer the security questions correctly.

## 23 Security measures

If you believe that your business rewards card, its details, your UCount Rewards for Business profile, your PIN, the 3D securecode or any other security measures we have put in place to protect your rewards account have been compromised, you must call the contact centre immediately to report this.

## 24 Communications

We will communicate with you about your UCount Rewards for Business membership, for example, to advise you what your rewards balance is. We will also communicate with you when we are required to do so by any applicable laws.

## 25 We give no warranties about UCount Rewards

25.1 UCount Rewards for Business is provided "as is," "as available" for Business and regardless of any 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 warrant (promise) that UCount Rewards for Business 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 warrant that UCount Rewards for Business will work on your hardware, with your operating systems or with any other software installed on your computers.

25.2 You acknowledge that we do not have any control of redemption retailers, rewards retailers and participating fuel retailers.

## 26 Limitation of our liability to you

26.1 This clause applies in addition to what is set out in Standard Bank's general terms and conditions.

26.2 To the extent permitted by applicable laws, we deny responsibility for any direct, indirect or consequential losses or claims arising out of or in connection with your membership of UCount Rewards for Business, including regarding your use of UCount Rewards for Business, your dealing with redemption retailers, rewards retailers and participating retailers and any interruption of service relating to UCount Rewards for Business.

26.3 You agree to indemnify us against any loss or damage we may suffer as a result of your membership of UCount Rewards or your breach of these terms or any applicable laws.

## 27 Privacy note

27.1 We understand that your personal information is important to you. By using our UCount Rewards for Business, you acknowledge that your personal information will be processed by us and third parties (if necessary) according to our privacy statement, which is in line with all applicable laws on protecting and processing personal information.

27.2 It is your responsibility to read and understand the contents of the privacy statement.

27.3 We will maintain the confidentiality of your personal information and we will implement security safeguards to secure your personal information as set out in the privacy statement.

27.4 Our privacy statement includes a description of what personal information is; what information we process; how we process your information; where we collect your information; who we share your information with; your rights as a data subject and the complaints contact details of both Standard Bank and the Information Regulator.

## 28 Intellectual property rights

28.1 The intellectual property (copyright, trademarks and any other intellectual property rights in all content) relating to UCount Rewards for Business belong to us and/or our third-party licensors.

28.2 We give you the right to use our intellectual property for purposes of performing your obligations as a member of UCount Rewards for Business. You may not use our intellectual property for any other purpose. This right starts when your membership starts and will end in accordance with these terms. When this right ends, you must immediately stop using any of our intellectual property. You may not do the following in relation to our or our third-party licensors' intellectual property (as applicable):

- a) copy or claim to have any rights to the intellectual property;
- b) dispute or contest the validity of our ownership over the intellectual property
- c) damage the reputation and goodwill associated with our intellectual property.

## 29 We may change these terms without notice

29.1 We may change the terms and introduce new terms and conditions at any time. We will let you know about any changes by communicating them to you by publishing them on the website, by sending you an email or by sending you an SMS.

29.2 The latest version of the terms applies to you every time you use UCount Rewards. By using the service, you agree to the updated terms.

29.3 If we make changes to the terms, this does not mean that the terms are cancelled.

29.4 You cannot change any of the terms.

## 30 Tax

You must consider the tax effects of your membership of UCount Rewards for Business and all rewards points earned or redeemed. You are responsible for your own tax advice and obligations.

## 31 If you have any questions

If you have any questions about the terms, you can:

31.1 phone our call centre on 0860 82 68 68;

31.2 send us an email at [businessenquiries@ucount.co.za](mailto:businessenquiries@ucount.co.za);

31.3 follow our complaints process, which you can find on our website, by clicking on the "Contact Us" tab.

32 The Financial Advisory And Intermediary Services Act, 2002 and the consumer protections it provides do not apply to these terms. The consumer protection act and its protections apply to the terms.