

# Terms and conditions for SimplyBLU

## 1. Introducing the terms

- 1.1 These terms and conditions for SimplyBLU (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 you download and use 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 agreement.
- 1.4 Please [click here](#) to see how we process your personal information.
- 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 SimplyBLU 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 one-time personal identification number (OTP), username, password or other means needed to access and use SimplyBLU.
merchant	As defined in the merchant solutions terms. This includes any user.
merchant agreement	The agreement between you and us for our product, merchant solutions. This includes the merchant solutions terms and all the applicable documents referred to in the merchant solutions terms, depending on what transaction type you have been approved to process and whether you are using our equipment,.
merchant solutions terms	The terms and conditions that apply to our product, merchant solutions.
prohibited activity	As defined in the merchant solutions terms.
SimplyBLU	The SimplyBLU application that enables you to run your business and to process the SimplyBLU transactions.
SimplyBLU receipt	A confirmation that shows a SimplyBLU transaction is complete.
SimplyBLU transaction	A transaction for products or services which we have approved you to receive card and other payments for, and that you process through SimplyBLU. This includes a POS transaction or an eCommerce 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.
user	Any person you authorise to access and use SimplyBLU.

## 3. Registering for SimplyBLU

- 3.1 You must be a Standard Bank merchant to download and use SimplyBLU. This means that you agreed to the provisions of our merchant agreement.
- 3.2 To complete your registration for SimplyBLU, you must use the OTP which we send to the person you listed as the primary contact under the merchant agreement.
- 3.3 You must comply with the terms and the merchant agreement 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 We only provide SimplyBLU to you for you to use. We do not give you or any other person any rights of ownership or licence or any other rights to SimplyBLU, the intellectual property rights in SimplyBLU or any content of SimplyBLU (including content belonging to third parties).
- 4.3 You may only use SimplyBLU to run your business and to process SimplyBLU transactions. You may not use SimplyBLU for any other purpose.
- 4.4 You may not, and you may not allow anyone else to:
- a) restrict, or engage in any activity that prevents any other person from using SimplyBLU;
  - b) rent, lease, loan, trade, sell, re-sell or otherwise charge any party for access to SimplyBLU;
  - c) reverse-engineer, disassemble, reconstruct or decompile any object code relating to SimplyBLU;
  - d) engage in any prohibited activity in relation to SimplyBLU;
  - e) restrict, inhibit, or engage in any activity that prevents any other merchant from using SimplyBLU;
  - f) register for SimplyBLU by automated means or under false or fraudulent pretences;
  - g) sell, transfer, sublicense, or otherwise disclose your credentials;
  - h) bypass the credentials or other security mechanism we use;
  - i) damage, disrupt, or impede the operation of our services or systems;
  - j) 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
  - k) transmit any viruses, worms, defects, Trojan horses or any programming of a destructive nature through SimplyBLU.
- 4.5 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. Keeping your details safe

- 5.1 You must always keep your credentials confidential and secure.
- 5.2 You can grant different access rights to users, depending on their roles. For example, you can create a profile for a cashier and one for a store manager, with different credentials. You must make sure that only the users access and use SimplyBLU and that you assign the correct access rights to them. **You are liable (responsible) for anything your users (or anyone who could reasonably be considered a user) do or fail to do in this regard.**
- 5.3 If a user is no longer authorised to use SimplyBLU (for example because they no longer work for you or their role has changed), it is your responsibility to withdraw their access and reallocate user rights to the new user as required. If the primary contact person is no longer authorised to access SimplyBLU, you must let us know immediately, because only we can change their access rights.
- 5.4 **Once you enter your credentials to access SimplyBLU, we will consider any activity conducted on SimplyBLU (including any instruction that we receive through SimplyBLU) as being authorised by you, and we are not responsible for any loss you suffer in such an instance. Unless you can prove otherwise, you are responsible for all SimplyBLU transactions, whether you authorised them or not.**
- 5.5 If you have lost your credentials, or if you suspect that someone may have unauthorised access to your credentials but you can still access SimplyBLU, you can reset your credentials through SimplyBLU. If you cannot access SimplyBLU, contact us immediately so that we can reset your credentials for you.
- 5.6 If any of the details on your profile (such as your mobile phone number) have changed, you must update these by contacting us using the details set out in the merchant solutions terms.

- 5.7 **We are not responsible for any loss you may suffer, and you waive (give up) any claim you may have against us if you:**
- a) **did not update your profile details on SimplyBLU;**
  - b) **did not remove any user that is no longer authorised to use SimplyBLU;**
  - c) **did not keep your credentials safe and someone else used them to access SimplyBLU, either with or without your knowledge;**
  - d) **did not reset your credentials, or did not let us know in time that you lost your credentials or that someone else might know of your credentials.**

## **6. Your responsibilities when you use SimplyBLU**

- 6.1 You must comply with all applicable laws that apply to SimplyBLU and the products and/or services you offer through SimplyBLU.
- 6.2 You cannot use SimplyBLU for any prohibited activity.
- 6.3 **You must make sure that all information about your products or services 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.**
- 6.4 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.
- 6.5 You must provide the products or services to the customer as soon as reasonably possible after a SimplyBLU receipt is generated.
- 6.6 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.

## **7. Fees**

- 7.1 We do not charge you a fee to use SimplyBLU. We may do so in the future, at our discretion. We will tell you about this before we do it.
- 7.2 The fees for SimplyBLU transactions are set out in the merchant agreement and pricing guide.
- 7.3 Your internet services provider or cellphone services provider may charge you data costs when you use SimplyBLU. They can give you details about the fees they charge.

## **8. Changes to SimplyBLU**

- 8.1 We and/or our licensors may automatically update or enhance functionality, change or introduce new systems, products or services, or address security issues in relation to SimplyBLU. Such updates or changes may include upgrades, bug fixes, patches, other error corrections or new features (collectively, including related documentation, the **updates**). Updates may also modify or delete certain features and functionality. We and/or our licensors have no obligation to provide any updates or to continue to provide or enable any particular features or functionality. When prompted, you must promptly download and install all updates. **If you do not do this, SimplyBLU may not work.**
- 8.2 All updates will be subject to the merchant agreement.

- 8.3 Some updates may mean that you have to revise your information so that it stays compatible with and interfaces correctly with SimplyBLU. Those revisions 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.**

## 9. Giving us feedback

- 9.1 If you want to, you can provide feedback such as suggestions, comments, improvements and ideas, about SimplyBLU.

- 9.2 You agree to all the following in relation to your feedback:

- a) we have no duty to accept or implement your feedback;
- b) your feedback becomes our property and you give up any rights that you may have to it. As far as the law allows, you give up your moral rights and agree not to claim these rights against us, our third-party licensors or their business partners, employees, affiliates, successors and licensees, even after this agreement ends. Moral rights include any right to claim authorship of a work and to be credited for creating it;
- c) we and our third-party licensors may use the feedback as if it were our own. We may implement, exploit, transfer, assign and allow anyone to use, implement, exploit, transfer and assign the feedback;
- d) we do not need your consent to use the feedback, and we have no duty to account to you for the use of the feedback;
- e) we have no duty to credit the feedback to you;
- f) we have no duty to compensate you for using the feedback, including paying royalties or licence fees.

## 10. Cancelling the terms

- 10.1 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.

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

- a) we believe or suspect that you are using SimplyBLU or processing SimplyBLU transactions wrongly or unlawfully (illegally) or for any prohibited activity;
- b) we stop offering SimplyBLU;
- c) we have asked you to correct your breach of the terms or the merchant agreement (if this is possible) and you have not done so at all or have not done so in time;
- d) you are no longer a merchant;
- e) 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;
- f) it is necessary to protect Standard Bank, our clients or service providers, our systems;
- g) we must do so for legal reasons.

Depending on the reason, we will do our best to provide you with notice of it beforehand.

- 10.3 All the other terms for ending our relationship which are set out in the merchant agreement will apply.

- 10.4 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 or any other part of the agreement, which will still be valid.

## **11. Limit on responsibility**

- 11.1 This clause applies in addition to what is set out in the merchant agreement.
- 11.2 To the extent permitted by applicable laws, we are not responsible for any direct, indirect or consequential losses or claims arising out of or in connection with SimplyBLU, including with regard to your use of SimplyBLU or any interruption of service relating to SimplyBLU.
- 11.3 We make every effort to ensure that SimplyBLU is available to you at all times. However, the availability of SimplyBLU is dependent on factors beyond our control, including:
- a) any downtime;
  - b) issues of any payment clearing house system operator, issuer, or payment service provider;
  - c) availability and performance of the mobile telephone network or the device through which it is being used;
  - d) quality of internet service.
- 11.4 This clause does not exclude or limit any responsibility that, by law, cannot be excluded or limited.

## **12. No warranties (promises)**

- 12.1 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 devices or other hardware, with your operating systems or with any other software installed on your devices or other hardware.
- 12.2 You acknowledge that we do not have any control over the products or services that your customers pay for through SimplyBLU.

## **13. Legal protections we have to tell you about**

- 13.1 The Financial Advisory and Intermediary Services (FAIS) Act and the consumer protections it provides do not apply to the terms.
- 13.2 SimplyBLU does not qualify for protection provided by the Corporation for Deposit Insurance (CODI). You can find out more about this on the [CODI website](#).

## **14. Questions and complaints**

- 14.1 You can refer any questions about SimplyBLU to us at the contact details in the merchant solutions terms.
- 14.2 For complaints, you can follow the complaints process set out in the merchant solutions terms.