

## Sticitt Pay - Terms of Use ('User Agreement')

This Sticitt Pay User Agreement is between you and Sticitt (Pty) Ltd ("we", "Sticitt", "us").

Please also refer to the Sticitt Privacy Policy below. We may amend this Agreement by posting a revised version on our website, at which point the posted revised version will be effective.

**Do not proceed with registering if you do not agree with the terms and conditions below. If you are under the age of 18, you are not allowed to register. Your legal guardian can register on your behalf. If you do continue to register you confirm that you are the registered owner of the South African cell phone number used to complete the registration process (if applicable). We reserve the right to close or suspend your Sticitt Pay account if we are unable to verify your information, are unable to comply with anti-money laundering regulation or suspect illegal activity associated with your Sticitt Pay account.**

### -Introduction

"Sticitt Pay" is a product from Sticitt that enables you to perform authorisations and payments for products and/or services from merchants where Sticitt has an agreement with such merchants ("Merchants") using Sticitt Pay credits held in your Sticitt Pay account. **In order to use the services offered through Sticitt Pay, you must be a natural person, have a valid South African mobile number (one issued by a South African mobile network operator), email address and South African ID number or foreign Passport number. By accepting these Terms of Use you warrant that the provided information is correct and true. In cases where you register on behalf of a dependant you warrant that you consent to Sticitt storing such information in accordance with the POPI act. In cases where Sticitt offers Sticitt Pay through partner applications you consent that Sticitt may obtain the relevant information disclosed above together with your name and surname from such a third party provider.** Use of Sticitt Pay is subject to the below Terms of Use and bounds you by these Terms of Use.

## -Sticitt Pay Account Overview

To create or access your Sticitt Pay account you will be verified by either verifying your mobile number through an OTP verification process or by password associated with your mobile number or email address. Where Sticitt Pay is offered through a partner's mobile application, Sticitt will use tokenised authentication for future transactions once the initial authentication process has successfully been performed. Where Sticitt Pay is used through web applications you can opt to perform tokenised authentication for future transactions once the initial authentication process has successfully been performed.

Your Sticitt Pay account is used to authorise and perform payment for products and/or services from registered Merchants using Sticitt Pay credits. Payment for products and/or services from registered Merchants can only be performed if sufficient credits are available in your Sticitt Pay account. Credits in your Sticitt Pay account is topped up through making an electronic funds transfer or cash deposit to the default Sticitt Pay bank account held at FNB using your dedicated Sticitt Pay account reference ("top-up"). Sticitt reserves the right to deduct all direct bank costs, incurred by Sticitt associated with a top-up of your Sticitt Pay account.

Currently, South African Rands are the only accepted currency for top-up purposes and it will take between 30 minutes and 48 hours for credits to reflect in your Sticitt Pay account from when the top-up was performed. The default Sticitt Pay banking details can be viewed in the Sticitt Pay mobile or web payment interface, accessible through previously paid payment requests or through our partner mobile applications and/or account management services, whichever is applicable or by sending an email to [support@sticitt.co.za](mailto:support@sticitt.co.za).

For added convenience, Sticitt offers instant top-ups that enable purchased credits to immediately reflect in your Sticitt Pay Account ("Instant top-up"). Sticitt reserves the right to charge an administration fee for Instant top-ups, which fee will be clearly communicated and disclosed prior to the processing of an Instant top-up. To perform

Instant top-ups, you can add a debit or credit card, issued under the VISA or Mastercard card association, to your Sticitt Pay account through the Sticitt Pay mobile or web payment interface, accessible through previously paid payment requests, our partner mobile applications and/or account management services or our Sticitt Pay mobile application, whichever is applicable. By adding a card you provide Sticitt with authority to continuously charge that card to process Instant top-ups. You can remove this authority by removing that card from your Sticitt Pay account through the same process followed when adding that card.

To increase the security of your card transaction Sticitt has partnered with Visa and Mastercard and performs an authentication process through your bank the first time you add a new card. **Sticitt never stores your card details and complies with all applicable data protection and privacy laws including the Payment Card Industry Data Security Standards (PCI DSS). Nedbank acts as Sticitt's acquiring bank for all card processing and transactions are processed through the iVeri payment gateway. For more information visit [www.iveri.com](http://www.iveri.com).**

More methods and currencies to perform top-ups, including Instant top-ups may be added from time to time and will be included in these Terms of Use.

### **-Tokens Linked to Sticitt Pay Account**

Sticitt Pay includes the functionality to link a physical token to your Sticitt Pay account through the Sticitt Pay mobile or web payment interface, accessible through our partner mobile applications and/or account management services or our Sticitt Pay mobile and web applications, whichever is applicable. Physical tokens are offered in various form factors and include, but is not limited to cards and bracelets with the official Sticitt Pay logo printed on the face of such card or bracelet ("Sticitt Pay Token"). Sticitt Pay Tokens are obtained from registered Merchants or Sticitt and linked to your Sticitt Pay account using the 16 digit hexadecimal code allocated to each Sticitt Pay Token. Additionally, a picture, name, daily spend limit and note can be added to each Sticitt Pay Token linked to

your Sticitt Pay account, which information will be displayed on the Pay Terminal where the Sticitt Pay Token is presented for payment for products and/or services from registered Merchants.

### -Responsibilities of User

Sticitt will not be held liable for any losses arising from incorrect payment references used during top-up and for the avoidance of doubt, Sticitt will not accept any responsibility for any losses arising from top-ups made to bank accounts different to the bank account details referenced in the Sticitt Pay Overview section above. It is the users responsibility to ensure these details are captured correctly during top-up and the user indemnifies Sticitt against all losses arising from top-ups to any other bank accounts. Purchases initiated but not paid due to insufficient credits in your Sticitt Pay account will be cancelled after 4 full days (96 hours) from the date of first purchase instruction.

Any Sticitt Pay Token linked to your Sticitt Pay account can be blocked and unblocked at any point in time and it remains your responsibility to ensure no unauthorised use of a Sticitt Pay Token linked to your Sticitt Pay account occurs and Sticitt will not be held liable for any losses arising from any such unauthorised use.

### -Your relationship with Sticitt Pay Merchants

In purchasing products and/or services from any Merchant, you are contracting with the relevant Merchant and the Merchant is thus solely responsible for the fulfilment of all aspects of your purchase. Sticitt Pay Merchants contract with Sticitt and agrees that no products and/or services purchased using Sticitt Pay credits may be exchanged for cash. Refunds of Sticitt Pay credit can only be processed if such refund request is logged and accepted with and by the applicable Merchant and Sticitt within 48 hours of the applicable successful transaction. Following this, all refunds to be arranged between you and the Merchant directly. Sticitt only performs authorisations and payments for products and/or services offered by Merchants and accepts no responsibility for delivery of products

and/or services and you indemnify Sticitt against any losses arising from products and/or services incorrectly delivered or not delivered at all.

### -Google API Services User Data Policy

The Sticitt Pay mobile or web payment interface use and transfer of information received from Google APIs to any other app will adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.

### -No Warranty

The Sticitt Pay service is provided “as-is” and without any representation or warranty, whether express, implied or statutory. Sticitt specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

### -Limitation of Liability

Sticitt’s liability is limited with respect to your use of Sticitt Pay and any associated services. Sticitt will not be liable for any losses arising out of or in connection with Sticitt Pay (including any networks and servers used to provide the Sticitt Pay service) operated by us, unless and to the extent prohibited by law.

Sticitt Pay Tokens are used at own risk and Sticitt will not be held liable for any injury or losses arising from your use or others’ use of Sticitt Pay Tokens linked to your or others’ Sticitt Pay account.

### -General

Sticitt is not a bank and is not acting as trustee, fiduciary or escrow for funds paid to perform Sticitt Pay account credit top-ups, we are acting only as a custodian of your account credits. Sticitt Pay credits are not cash and are solely for the purchase of products and/or services from Sticitt Pay Merchants. Funds paid to top-up your Sticitt Pay account credits will not be used for Sticitt’s operating expenses or general corporate

purposes and Sticitt will not voluntarily avail these funds to creditors or in bankruptcy proceedings.

Sticitt Pay credits can only be redeemed for cash through sending an email to [support@sticitt.co.za](mailto:support@sticitt.co.za) with a clear photo of your ID document and proof of bank account details where payment must be made to. Sticitt reserves the right to charge a redemption fee when Sticitt Pay account credits are redeemed for cash which fee might change from time-to-time but will be communicated to you prior to redemption.

Sticitt reserves the right to withhold any purchase of products and/or services and suspend Sticitt Pay accounts if any suspicion of fraudulent activity is present. You acknowledge that Sticitt may access your personal information from applicable partners that Sticitt has entered into an agreement with to enable the Sticitt Pay offering.

You allow us to take any actions required to ensure the integrity, security and stability of the Sticitt Pay technology and back office. Sticitt utilises cloud network infrastructure and as such your personal information could potentially be stored, partially or in full, on servers located outside the borders of South Africa. By using Sticitt Pay you accept the potential storage of your information outside of the borders of South Africa. Sticitt will not share your information with any third party and will take the best effort measures to ensure the safety of your information. By accepting these Terms of Use you agree that Sticitt may contact you in future by email or phone for marketing, product information or other commercial purposes. You may remove this consent by sending an email to [legal@sticitt.co.za](mailto:legal@sticitt.co.za)

### -Contact us

If you have any questions regarding this User Agreement, please contact us by sending an email to [legal@sticitt.co.za](mailto:legal@sticitt.co.za).

Last Updated - This User Agreement was last updated on 13 March, 2023.