

**1 Introduction**

- 1.1 These Terms become effective when you complete the registration process for UCount Rewards for Business and accept them.
- 1.2 You must read these Terms (together with your Welcome Pack and the Programme Rules) and make sure that you understand everything.
- 1.3 You must, at all times, comply with these Terms as they are a binding agreement between you and us.

**1.4 Important clauses which may limit our responsibility or involve some risk for you will be in bold and italics and you must pay special attention to them.**
**2 Definitions**

- The singular refers to the plural and the plural refers to the singular. References to days are to calendar days.
- 2.1 **3D Secure** 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.
- 2.2 **3D SecureCode** means the confidential personal identification number we give you online for your Business Rewards Card so that you can operate 3D Secure.
- 2.3 **Account** means the Business Current Account of a qualifying Business.
- 2.4 **Authorised Person** means an authorised person who is specified as a signatory in the signing arrangement and/or resolution in our records for the Account.
- 2.5 **you/your/Business** means a Standard Bank Business customer with an annual turnover of less than R20 million or an Agric Entrepreneur customer with an annual turnover of less than R3 million, which holds an Account, and which has registered for UCount Rewards for Business and is not excluded from being a member of a rewards programme by any applicable law.
- 2.6 **Business Rewards Card** means the prepaid debit card issued to the Transactor when you join UCount Rewards for Business for Redeeming Rewards Points at Rewards Retailers, Redemption Retailers and Caltex.
- 2.7 **Business Support Services** means the additional services, as set out in clause 16 and in the Programme Rules, that you may take up to assist you with business well-being.
- 2.8 **Business Support Services Provider** means the third-party service provider that provides the Business Support Services.
- 2.9 **Caltex** means a participating Caltex forecourt from which you can Collect Rewards Points when using your Card to pay for your fuel purchases at any of their participating service stations in South Africa, and from which you can Redeem Rewards Points when using your Business Rewards Card.
- 2.10 **Card(s)** means all the Standard Bank Debit, Credit and Cheque Cards issued to the Business in South Africa, excluding Travel Lodge Cards, Diners Club Cards, Garage Cards, Fleet Cards and any Co-branded Credit Cards.
- 2.11 **Channel** 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.
- 2.12 **Collect/Collecting** means the process by which you can collect Rewards Points when using your Cards.
- 2.13 **Collection Rate/Collect Rate** 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.
- 2.14 **Collection Cap/Collect Cap** means the maximum amount of Rewards Points that you can collect from us as set out in the Programme Rules.
- 2.15 **Contact Centre** 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.
- 2.16 **Dual Membership Rewards** means bonus Rewards Points awarded to the Business for being a member of both the UCount Rewards and UCount Rewards for Business programmes as set out in the Programme Rules.
- 2.17 **FICA** means the Financial Intelligence Centre Act, 38 of 2001, as amended from time to time, as well as subordinate legislation.
- 2.18 **Fixed Cycle** means the period of time that runs from the 16th day of one month until the 15th day of the following month.
- 2.19 **Fraudulent Transaction** 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.
- 2.20 **Good Standing** 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.
- 2.21 **Redemption Retailer** 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.
- 2.22 **Rewards Retailers** means a retailer from which you can Collect Rewards Points 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 the Business Rewards Card. A list of Rewards Retailers is set out in the Programme Rules.
- 2.23 **Personal Information** means information about an identifiable, natural or, where applicable, juristic person, including but not limited to information about: biometric or medical information, birth, conscience, correspondence sent by the person that is directly or indirectly implicitly or explicitly of a private or confidential nature, or further correspondence that would reveal the contents of the original correspondence, culture, disability, education, email, financial, criminal or employment history, gender, identity number, language, location, marital status, nationality, ethnic or social origin, online identifier or other particular assignment to the person, personal opinions, views or preferences of the person or of another individual about the person, physical or mental health, postal or street address, pregnancy, race, religion, belief, sexual orientation, symbol, telephone number, the name of the person if it appears with other information, or if the disclosure of the information will reveal information about the person; and well-being.
- 2.24 **PIN** means the confidential personal identification number used for operating the Business Rewards Card.
- 2.25 **Process** 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.
- 2.26 **Programme Rules** means the various rules applicable to UCount Rewards for Business as set out in Annexure A of these Terms.
- 2.27 **Pro-Rated Refund** the refund that you will receive for the unused portion of your annual membership fee when you cancel your UCount Rewards for Business membership.
- 2.28 **Qualifying Purchase(s)** means any purchase(s) excluding gambling, toll fees, cash advances, electronic funds transfers, interaccount transfers and payments, cash withdrawals, foreign exchange purchases, cheques issued, stop and debit orders, fuel spend (except at Caltex) and garage card transactions.
- 2.29 **Redeem** means using your Rewards Points to pay for products and/or services at Rewards Retailers, Redemption Retailers, the UCount Rewards Online Mall, UCount Rewards Travel Mall, through the Contact Centre or at Caltex.
- 2.30 **Retro** (on your monthly statement of account) means Rewards Points reflected that were collected for a transaction from a previous Fixed Cycle, to a maximum of two previous Fixed Cycles.
- 2.31 **Rewards Account** means the UCount Rewards for Business account that we will open for you when we approve your registration for UCount Rewards for Business.
- 2.32 **Rewards Points** means the points you Collect and Redeem, as well as points that we award to you with UCount Rewards for Business.
- 2.33 **Rewards Tier Points/Tiering Points** means the number of points that are allocated at the end of a calendar month for a particular Rewards Tier Level, which is based on the banking products and services you use and your banking activity each month, as set out in the Programme Rules.
- 2.34 **Rewards Tier Level/Tiering Level** means the UCount Rewards for Business tier that you qualify for based on the total number of your Rewards Tier Points, which is set out in the Programme

- Rules. Your Rewards Tier Level will determine your Collection Rate for the Fixed Cycle.
- 2.35 **Social Rewards** the Rewards Points awarded to you for your social media posts on Twitter, as set out in the Programme Rules.
- 2.36 **Spend Cap** means the total value of your qualifying Card spend during a Fixed Cycle that qualifies you to Collect Rewards Points at the rates set out in the Programme Rules.
- 2.37 **Standard Bank/we/us/our** means The Standard Bank of South Africa Limited.
- 2.38 **Tax** 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.
- 2.39 **Tax Authority** 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.
- 2.40 **Tier Rewards** means the Rewards Points we will award you every month if you are on Rewards Tier Level 2, 3, 4 or 5 as set out in the Programme Rules.
- 2.41 **Terms** means the terms and conditions for UCount Rewards for Business as set out in this document read together with the Programme Rules.
- 2.42 **Third-Party Vendor** means a preapproved external vendor, Rewards Retailer, Caltex or Redemption Retailer that provides services to us specifically for UCount Rewards for Business.
- 2.43 **Transactor** means an Authorised Person who registers for UCount Rewards for Business on behalf of the Business.
- 2.44 **Travel Rewards** means the Rewards Points you will collect on selected domestic and international flights purchased at the UCount Rewards Travel Mall.
- 2.45 **UCount Rewards for Business** means the rewards programme that we offer to you and that rewards you for your business banking relationship with us.
- 2.46 **UCount Rewards Online Mall** means an online facility where the Transactor can use your Rewards Points, a card or a combination of Rewards Points and a card to buy various products and services.
- 2.47 **UCount Rewards Travel Mall** means an online facility where the Transactor can use your Rewards Points, a card or a combination of Rewards Points and a card to buy various travel-related products and services.
- 2.48 **UCount Business Tiering Rules** means the tiering rules for UCount Rewards for Business which are set out in the Programme Rules.
- 2.49 **Website** means the Internet website with the address [www.standardbank.co.za/ucountbusiness](http://www.standardbank.co.za/ucountbusiness).
- 2.50 **Welcome Pack** 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.
- 3 Registration**
- 3.1 An Authorised Person who is 18 years old or older can make an application to register a Business for UCount Rewards for Business and providing us with all requested information:
- 3.1.1 on the Website;
- 3.1.2 through the Contact Centre;
- 3.1.3 at a branch;
- 3.1.4 using the SMS shortcode 31645;
- 3.1.5 by contacting the Business Banker or Business Manager.
- 3.2 An Authorised Person who is under the age of 18 can make an application to register a Business for UCount Rewards for Business at a branch if assisted by a parent or legal guardian.
- 3.3 The Transactor acknowledges and confirms that he or she is duly authorised to bind the Business to these Terms.**
- 3.4 We may accept or decline an application for registration and/or cancel a Business's membership of UCount Rewards for Business at any time, without giving reasons and without incurring any penalties.
- 3.5 We will inform the Transactor once we have approved the Business's application. We will try to notify the Business and all Authorised Persons, where applicable, of the Business' registration within seven days of the application. Such notification will be given via email, SMS or post where such contact information is available.
- 3.6 The Business will not be able to Collect or Redeem any Rewards Points until we have approved the application for registration for UCount Rewards for Business. The Business 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.
- 3.7 The Transactor 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 suffered by the Business if we fail to 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.**

- 3.8 If the person who registered the Business 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, the Business will be able to Collect but not Redeem Rewards Points. The Authorised Persons must confirm that the Business's registration for UCount Rewards for Business is authorised within 180 days, otherwise the Business's membership will be cancelled and all Rewards Points will be lost. Once the Authorised Person has confirmed that the registration is authorised, the Business will be able to Redeem Rewards Points.
- 4 Cooling-Off Period and Cancellation After Registration**
- 4.1 The Transactor or any Authorised Person may cancel the UCount Rewards for Business membership at any time by calling the Contact Centre.
- 4.2 If the Transactor or other Authorised Person cancels the membership and you apply to rejoin UCount Rewards for Business within one year of such cancellation, you will be charged a rejoining fee, which is set out in the Programme Rules.
- 4.3 You will receive a full refund of your annual membership fee if you cancel your membership within 21 days of registration. If you cancel after 21 days, you will receive a Pro-rated Refund, which will be paid into the account from which your debit order was processed.
- 4.4 If you do not receive your Welcome Pack, either electronically, by courier or in the post, within 21 days of registering, please contact us so that we can resend it to you.
- 5 Collecting Rewards Points**
- 5.1 You can collect Rewards Points:
- 5.1.1 by using a Card to pay for Qualifying Purchases;
- 5.1.2 by using a Card to pay at Caltex for fuel only;
- 5.1.3 by using a Card to pay for certain travel-related products and services on the UCount Rewards Travel Mall as set out in the Programme Rules;
- 5.1.4 by using a Card to pay for Qualifying Purchases at Rewards Retailers;
- 5.1.5 by receiving Dual Membership Rewards;
- 5.1.6 by receiving Tier Rewards;
- 5.1.7 by Collecting Social Rewards; or
- 5.1.8 as advised by us from time to time.
- 5.2 You will not Collect or Redeem Rewards Points when you pay for fuel purchases at a service station that is not a Caltex.**
- 5.3 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 because you moved your personal transactions to your business banking account.**
- 5.4 Rewards Points will be calculated retrospectively for the Fixed Cycle and allocated to your Rewards Account at the end of the month.
- 5.5 We may change the Collection Rate, Collection Cap or Spend Cap on 20 business days' notice through one or more of our Channels.
- 5.6 Rewards Tier Points are calculated during each calendar month (for example, 1 June to 30 June) and are used to determine your Collection Rate. The Collection Rate is then used to calculate the Rewards Points 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).
- 5.7 Your Collection Rate will increase the higher the Rewards Tier Level you are on. The Rewards Tier Levels are set out in your Welcome Pack, in the Programme Rules and on the Website.
- 5.8 The Rewards Retailers' Collection Rates and rules are at the Rewards Retailers' discretion and may be changed on reasonable notice to you.
- 5.9 If you have more than one Account, you can only register once for UCount Rewards for Business.
- 5.10 A Business Rewards Card can only be linked to one Rewards Account.
- 6 Conditions for Collecting Rewards Points**
- 6.1 Good Standing**
- 6.1.1 You must be in Good Standing with us to be able to Collect and/or Redeem Rewards Points. Whether you are in Good Standing will be determined on the last day of every Fixed Cycle.
- 6.1.2 You will not Collect any Rewards Points if any of the products you hold with us are not in Good Standing.**
- 6.2 Payment of membership fee**

- 6.2.1 If you do not pay your membership fee for two months, you will not be able to Collect 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.
- 6.2.2 If you are not in Good Standing, you will not be able to Collect or Redeem Rewards Points, but you will still have to pay your membership fee.
- 6.3 **Fraudulent Collecting of Rewards Points**  
If you Collect Rewards Points fraudulently or are a party to a Fraudulent Transaction, we may cancel your membership of UCount Rewards for Business. All Rewards Points Collected fraudulently will be forfeited (lost).
- 7 Dual Membership Rewards**
- 7.1 You will receive Dual Membership Rewards if, currently, and for the past 12 months:
- 7.1.1 you are registered for UCount Rewards for Business; and
- 7.1.2 our records reflect that at least one director, shareholder, business representative or sole proprietor of the Business, as the case may be, has been a member of UCount Rewards in his or her personal capacity.
- 7.2 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.
- 8 Expiry Of Rewards Points**
- 8.1 All Rewards Points Collected 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.
- 8.2 You cannot Redeem Rewards Points while you are not in Good Standing. If your Rewards Points expire while you are not in Good Standing, they will be lost.
- 9 Redeeming Rewards Points**
- 9.1 The Transactor can Redeem Rewards Points:
- 9.1.1 through the Contact Centre;
- 9.1.2 at the UCount Rewards Online Mall;
- 9.1.3 at the UCount Rewards Travel Mall;
- 9.1.4 by purchasing Business Support Services on the UCount Rewards Online Mall; and
- 9.1.5 by using the Business Rewards Card only at Rewards Retailers, Redemption Retailers and Caltex in South Africa.
- 9.2 The Transactor is responsible for making sure that the information given to us when Redeeming Rewards Points is correct. We cannot be held liable for losses if the Transactor has given us incorrect information.**
- 9.3 You must present your Business Rewards Card whenever you want to Redeem your Rewards Points at a Rewards Retailer, Redemption Retailer or a Caltex. Refer to the Business Rewards Card section below.**
- 9.4 Payment at Rewards Retailers, Redemption Retailers and Caltex 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 Caltex.
- 9.5 For virtual Redemptions at the UCount Rewards Online Mall, we will send the voucher number to the cellphone number we have on record for you.
- 9.6 The Transactor cannot Redeem any Rewards Points if the Account or any other products you hold with us are not in Good Standing.**
- 10 Business Rewards Card**
- 10.1 Once the Business has registered and been approved for UCount Rewards for Business, we will issue the Transactor with a Business Rewards Card, which the Transactor can use to Redeem Rewards Points at Rewards Retailers, Redemption Retailers and Caltex.
- 10.2 The Transactor must activate and create a PIN for the Business Rewards Card on the Website or by calling the Contact Centre. If the Transactor requests a PIN from the Contact Centre, the PIN will be sent to the cellphone number we have on record for the Transactor.
- 10.3 When the Transactor uses the Business Rewards Card to Redeem Rewards Points online at Rewards Retailers, the Transactor must insert the 3D SecureCode to complete the transaction. The Transactor can get the 3D SecureCode by logging on to your UCount Rewards for Business profile on the Website. If the Transactor forgets the 3D SecureCode, the Transactor can get another 3D SecureCode at no cost on your UCount Rewards for Business profile on the Website at any time.
- 10.4 If the Business Rewards Card is lost or stolen, the Transactor can order another Business Rewards Card.
- 10.5 The Business 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 the Business Rewards Card earlier than this date.
- 10.6 The Transactor must sign the Business Rewards Card in ink in the space provided on the back as soon as it is received. The Business Rewards Card is not valid unless it is signed by the Transactor.**
- 10.7 The Business Rewards Card can be used only at Rewards Retailers, Redemption Retailers and Caltex in South Africa that accept the Business Rewards Card. **The Business Rewards Card cannot be used for any other purpose.**
- 10.8 We will always be the owner of the Business Rewards Card.
- 10.9 The Transactor is responsible for the safety of the Business Rewards Card, PIN and 3D SecureCode. We will not be liable if the Business Rewards Card is damaged, lost, stolen or copied.
- 10.10 The Transactor can view the Rewards Points Collected and Redeemed by logging on to the UCount Rewards for Business profile on the Website.
- 11 Redeeming Rewards Points Using The Business Rewards Card**
- 11.1 When the Transactor uses the Business Rewards Card to pay for goods or services, the Transactor 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.
- 11.2 The Transactor will have three attempts to use the PIN. Thereafter, the Card will be blocked and the Transactor must call the Contact Centre to have a new PIN sent to the Transactor's registered cellphone number.
- 11.3 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.
- 11.4 When the Transactor uses the Business Rewards Card to Redeem Rewards Points, we will process the transaction against the available Rewards Account balance. The Transactor will only be able to spend Rewards Points up to the value of Rewards Points in the Rewards Account.
- 11.5 You authorise us to deduct the full amount of each purchase from the Rewards Account whenever the Business Rewards Card is used to pay for goods or services.
- 11.6 All transactions must be authorised by us against the Rewards Points in the Rewards Account.
- 11.7 We do not provide warranties, purchase protection, insurance or any other promises or services.**
- 11.8 Once you have paid for a purchase, you cannot stop payment for the transaction.
- 11.9 The Transactor is responsible for keeping track of transactions to ensure that he/she does not exceed the Rewards Account balance.
- 11.10 The Transactor can Redeem a maximum of R30 000 worth of Rewards Points per month.
- 12 Cancelling The Business Rewards Card**
- 12.1 The Business Rewards Card will be cancelled when it expires. We will automatically reissue the Transactor with a new Business Rewards Card, if the accounts you hold with us are in Good Standing.
- 12.2 The Transactor must destroy the Business Rewards Card as soon as it expires.
- 12.3 If the Business Rewards Card is lost, stolen or damaged, the Transactor must cancel the Business Rewards Card through the Website or the Contact Centre. The Transactor can order a new Business Rewards Card through the Contact Centre. A card replacement fee, which is set out in the Programme Rules, will be charged for all replacement Business Rewards Cards.
- 12.4 We may stop the Business Rewards Card at any time if necessary to protect our interests.
- 12.5 In the event that the Transactor cancels the Business Rewards Card, the Rewards Account will be frozen for three days.
- 13 Cancelling The Transactor's Mandate**
- 13.1 The Authorised Person(s) 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, the Business 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.
- 13.2 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.**
- 13.3 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, the 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).
- 13.4 If a new Transactor registers, we will endeavour to notify the Business of this fact within seven days of such registration.
- 14 Lost or Stolen Business Rewards Cards**
- 14.1 The Transactor must keep the Business Rewards Card, PIN and 3D SecureCode safe. We will not be liable for any loss or damage you suffer because of any fraudulent activity or event that we have no control over, including instances where the PIN or 3D SecureCode becomes known to a third party or where the Business Rewards Card is damaged, lost, stolen or copied. Any Rewards Points that are Redeemed after the Business Rewards Card or its details are lost or stolen will be lost. The Transactor must notify us immediately by calling the Contact Centre should the Business Rewards Card, its details, the PIN or the 3D SecureCode be 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 the Business Rewards Card as soon as reasonably possible.
- 14.2 The Transactor must call 0860 826 868 immediately to "stop" the Business Rewards Card if it is lost or stolen.**
- 14.3 You will be responsible for all payments made with your Business Rewards Card before it is stopped.**
- 15 Refunds**
- 15.1 We will reverse any Rewards Points that you have Collected on any goods and services that are refunded on a Card.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 16 Business Support Services**
- 16.1 We offer members of UCount Rewards for Business access to the following Business Support Services, which are provided by the Business Support Services Provider:
- 16.1.1 Marketing and Sales;
- 16.1.2 Technical Support;
- 16.1.3 Legal and Tax; and
- 16.1.4 HR Consult.
- 16.2 As a Member of UCount Rewards for Business, you will be entitled to use one of the Business Support Services free of charge. If you would like to change the Business Support Services you receive for free, you may do so by informing us at least 30 days before the six-month anniversary of your registration for UCount Rewards for Business, otherwise you will continue to receive the same Business Support Services for the next six months. For more information on the Business Support Services, please visit the Website. You may use your Rewards Points to purchase additional Business Support Services on the UCount Rewards Online Mall.
- 16.3 The Business Support Services will be activated within 24 hours after you select them.
- 16.4 You use the Business Support Services at your own risk. When you use the Business Support Services, you will be subject to the Business Support Services Provider's terms and conditions. We will not be liable (legally responsible) for any loss or damage (whether direct or indirect) that you may suffer because of your use of the Business Support Services.**
- 17 Fees**
- 17.1 An annual membership fee is payable when you register for UCount Rewards for Business and 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 any applicable fees to the Account from which the fees in connection with UCount Rewards for Business are debited.
- 17.6 We may change any applicable fees after giving you 20 business days' notice.**
- 18 Rewards Account Statement**
- 18.1 The Transactor or Authorised Person 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 Account statement will set out the total number of Rewards Points that have been Redeemed and Collected in each of the following categories:
- 18.2.1 **Card Rewards**
- 18.2.2 **Fuel rewards**
- 18.2.3 **Retailers Rewards**
- 18.2.4 **Travel Rewards;**
- 18.2.5 **Dual Membership Rewards;**
- 18.2.6 **Tier Rewards;**
- 18.2.7 **Social Rewards.**
- 18.3 If there are any errors on your monthly Rewards Account statement or your Rewards Tier, 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 Membership Cancellation**
- 20.1 **Voluntary membership cancellation:** The Transactor or other Authorised Person, if applicable, can cancel your membership of UCount Rewards for Business by calling the Contact Centre. The Transactor 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:** We will automatically cancel your membership of UCount Rewards for Business, and all Rewards Points that are not Redeemed will be lost immediately if:
- 20.2.1 your annual membership fee is in arrears for two months (we will try to send you notification of your non-payment before cancelling your membership);
- 20.2.2 the Business ceases trading;
- 20.2.3 the Account is closed;
- 20.2.4 you, one of your employees, an Authorised Person or the Transactor engaged in a Fraudulent Transaction;
- 20.2.5 you, an Authorised Person or the Transactor breached any of these Terms; or
- 20.2.6 you, one of your employees, an Authorised Person or the Transactor breached the terms and conditions relating to your Account.
- 20.3 No longer qualifying:**
- We will automatically cancel your membership of UCount Rewards for Business if you no longer qualify as a Business (e.g. you are no longer a Standard Bank Business Banking customer with an annual turnover of less than R20 million or an Agric Entrepreneur customer with an annual turnover of less than R3 million that holds an Account, or any applicable law prohibits you from joining a rewards programme). We will try to inform you as soon as possible if you no longer qualify for UCount Rewards for Business. The Transactor 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**
- 20.4.1 If the Business is liquidated or if the Business is a sole proprietor which is under curatorship or is 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).
- 20.4.2 If the Business is a sole proprietor who has died, the 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 Re-Registration

If you decide to re-register for UCount Rewards for Business within 12 months of cancelling your Rewards Account, you will be charged a rejoining fee as set out in the Programme Rules. Re-registration after 12 months will not incur any rejoining fees.

## 22 Website

22.1 The Transactor can access the UCount Rewards for Business profile by entering a username and password on our Website.

22.2 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.

22.3 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.

**22.4 Your use of the Website is dependent on factors beyond our control, such as the network coverage or availability of your Internet service provider. We do not guarantee that the Website is safe to use on any electronic device. We are not liable for any loss or damages you may suffer as a result of your use of the Website.**

**22.5 We recommend that you 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.**

22.6 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.

## 23 Contact Centre

An Authorised Person or the Transactor can contact the Contact Centre and we will provide information regarding the Rewards Account, provided the security questions are answered correctly. The Transactor can also Redeem Rewards Points through the Contact Centre.

## 24 Security Measures

If the Transactor believes that your Business Rewards Card, its details, your UCount Rewards profile, your PIN, the 3D SecureCode or any other security measures we have put in place to protect your Rewards Account have been compromised, the Transactor must call the Contact Centre immediately to report this.

## 25 Marketing Consent

25.1 Your voluntary participation in UCount Rewards for Business will be taken as your giving us permission to communicate UCount Rewards for Business updates, specials, discounts and your balance to you. Any permission granted by you is specific to your UCount Rewards for Business membership and is not affected by any other marketing consent you may have given for any of our other products.

25.2 You may opt out of any UCount Rewards for Business marketing at any time.

## 26 Privacy Note

26.1 You consent to us collecting your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes as well as the purposes set out below.

26.2 You confirm that, if you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their

Personal Information, specifically any cross-border transfer of Personal Information into, out of and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.

26.3 You consent to us Processing your Personal Information:

26.3.1 for the purposes of providing products and services to you in terms of these Terms and providing any other products and services for which you may apply;

26.3.2 for the purpose of carrying out statistical and other analyses in order to identify potential markets and trends and evaluate and improve our business (which includes improving existing and developing new products and services);

26.3.3 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;

26.3.4 by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to be able to provide their services;

26.3.5 within the Group.

26.4 You will find our Processing practices in the Group privacy statement and in our privacy statements. These statements are available on our websites or on request.

26.5 If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live, you should get independent advice.

## 27 Disclaimers And Exclusions Of Liability

**27.1 We are not responsible for any loss or damage, including consequential loss or damage (Loss), due to your membership (or cancellation of membership) of or your participation in UCount Rewards for Business, including in relation to use of the Website and Collecting or Redeeming Rewards Points.**

**27.2 We are not responsible for any Loss due to any failure or malfunction of electronic systems or facilities or delay in a point-of-sale device or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.**

**27.3 Except as required by any applicable laws, we make no representations or warranties about UCount Rewards for Business of any kind, express or implied, including any warranties as to fitness for a particular purpose.**

**27.4 Your dealings with Redemption Retailers, Rewards Retailers and Caltex, including payment for and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such retailer and you must comply with such retailer's terms and conditions. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.**

**27.5 If you have any disputes with respect to any transaction made using Rewards Points, you must contact the Rewards Retailer, Redemption Retailer or Caltex with which you entered into the transaction.**

## 28 Indemnity

**You agree to indemnify us against any loss or damage we may suffer as a result of our reliance on any warranty, representation or information given by you or an Authorised Person in relation to these Terms, your membership of UCount Rewards for Business or your breach of these Terms or any applicable laws.**

## 29 Intellectual Property Rights

29.1 We own all intellectual property rights in the Website and all content published on or through the Website, including but not limited to all proprietary information and trademarks on the Website and copyright therein. You may view content and download one copy of it onto a computer or other device or storage media, and you may print and make paper copies of it, but only if:

29.1.1 it is for using or deciding about the UCount Rewards Online or Travel Mall's goods and services;

29.1.2 it is not used for any commercial purposes; and

29.1.3 any copy of the content or portion of it from any part of our Website shows our copyright notice.

29.2 The devices and trademarks on our Website are our registered and

- unregistered trademarks or those of other parties. Nothing on the Website is a licence (permission) or right to use any trademark or any other intellectual property for any other purpose.
- 29.3 You may not, without our prior written permission, use our intellectual property or that of a third party.
- 29.4 You may not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise to the Website or any subsidiary pages without our prior written consent, which consent is at our sole discretion.
- 29.5 Even if any content on our Website is not confidential or there is no copyright in it, we own all of it and you have no rights in it.
- 30 General**
- 30.1 We may at any time change these Terms after sending you reasonable notice in writing.
- 30.2 We will assume that you have received any notice we send you within seven days of posting it, or on the same day if it was delivered by hand or sent by SMS, fax or email.
- 30.3 From time to time, UCount Rewards for Business may require Third-Party Vendor participation. In such instances, the Third-Party Vendor's terms will apply. It is your responsibility to make sure that you understand all Third-Party Vendors' terms.**
- 30.4 You agree that we may sue you in a Magistrate's Court, even if our claim against you exceeds the jurisdiction of the Magistrate's Court.
- 30.5 No favour or concession we may give you will affect any of our rights against you.
- 30.6 You must pay all our expenses for recovering any amounts you owe us, including legal fees of an attorney at own client scale, collection fees and tracing fees.
- 30.7 A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate unless the contrary is proved.
- 30.8 These Terms are governed by South African law.
- 30.9 You may not change any of these Terms.
- 30.10 Your telephone conversations with the Contact Centre will be recorded and stored for record-keeping purposes for a period of five years.
- 31 Tax**
- 31.1 You are responsible for any Tax chargeable and/or declared as a result of any Rewards Points Collected, transferred, ceded or Redeemed by you or a person that you represent.
- 31.2 Please note that we do not give any Tax advice. The contents of these Terms and the contents of the Website do not constitute Tax advice.
- 31.3 Tax treatment is dependent on your individual circumstances and we recommend that if you are in any doubt as to your tax position and/or liability, you should seek independent advice from a suitably qualified advisor.
- 31.4 We are not responsible for any damages you suffer or may suffer as a result of a Tax due by you in your personal or representative capacity, whether in common law or otherwise, including any legal practitioner and client fees, whether agreed to or under a court order, as a result of your participation in UCount Rewards for Business.
- 32 Complaints and Query Resolution**
- 32.1 If you want to complain or have a query, you can either call the Contact Centre or send an email to [businessenquiries@ucount.co.za](mailto:businessenquiries@ucount.co.za) or fax to **021 700 8758**.
- 32.2 The Contact Centre's operating hours are from 8am to 5pm, Mondays to Fridays, and from 8am to 12pm on Saturdays. It is closed on Sundays and public holidays.
- 32.3 We are a member of the Banking Association of South Africa, which has appointed an independent Ombudsman for Banking Services ("Ombud") to deal with complaints.
- 32.4 If we do not solve your problem or if you are not happy with the way your problem was solved, then you may use the services of the Ombud, who can be contacted in one of the following ways: By telephone on **0860 800 900** or **011 712 1800**, by fax on **086 676 6320** or **011 483 3212**, by email at [info@obssa.co.za](mailto:info@obssa.co.za) or through the website at [www.obssa.co.za](http://www.obssa.co.za).
- 33 Address for Legal Notices**
- 33.1 Your street address on your registration form is your chosen address for receiving any legal notices and documents. You must let us know immediately if your address changes.
- 33.2 The registered address on the [www.standardbank.co.za](http://www.standardbank.co.za) website is our chosen address where any legal document must be served or delivered.
- 33.3 Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to these documents or notices.