

1. Introducing the terms

- 1.1 These eCommerce transaction terms and conditions (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 choose our merchant solutions product and we approve you to process eCommerce transactions, as part of our agreement. **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 solutions terms. This means that all the documents referred to in the merchant solutions terms will also apply to you.
- 1.4 **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.**
- 1.5 **You must make sure that the transaction type 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
3D secure	Three-domain secure. This includes Mastercard SecureCode and Verified by Visa.
AMT	Authenticated mobile transaction. This is a transaction that a cardholder authenticates by using a device and entering a card PIN.
authenticated procedure	A procedure for authenticating a transaction, such as 3D secure or AMT.
authenticated transaction	An eCommerce transaction authenticated by an authenticated procedure.
cardholder authority	A document containing the cardholder's signature, either written or electronic, authorising debits from their card account for goods or services.
card token	The encrypted numeric token which represents the card information and that is stored by the PSP in the token vault.
eCommerce receipt	A receipt to prove a completed eCommerce transaction.
eCommerce transaction	A transaction that is processed through a website or mobile application. This includes a recurring transaction if we enable you for it.
Mastercard SecureCode	Mastercard's payment system to authenticate an eCommerce transaction.
MCC	As defined in the merchant solutions terms.
merchant solutions terms	The terms and conditions that apply to our product, merchant solutions.
PCI DSS	As defined in the merchant solutions terms.
PSP	As defined in the merchant solutions terms.
receipt	As defined in the merchant solutions terms. In the terms, this would mean an eCommerce receipt.
recurring transaction	A transaction for recurring charges, for which a cardholder provides cardholder authority.
token vault	The PSP's PCI DSS-certified vault, which stores the card token.
transaction	As defined in the merchant solutions terms.
transaction type	As defined in the merchant solutions terms. In the terms, this would mean an eCommerce transaction.
Verified by Visa	Visa's payment system to authenticate an eCommerce transaction.

3 Your responsibilities

In addition to what is set out in the merchant solutions terms, you must:

- 3.1 not disclose encryption certificates, passwords, card information or other security features to any third party;
- 3.2 make sure that your website contains:
 - a) details of your customer services telephone number and physical address, including the country where it is based (its domicile);
 - b) a description of the good and services you offer, as well as prices, taxes and shipping costs;
 - c) your return, refund, delivery, security and privacy policies, as well as information about export restrictions where applicable;
- 3.3 not take any card information directly from the cardholder for any eCommerce transaction. When the cardholders makes payment, they must be redirected to a secure payment webpage hosted by your PSP, which must be PCI DSS-compliant;
- 3.4 make sure that all prices are quoted in South African currency, as well as any other relevant currency;
- 3.5 let us know immediately if you make any important change to your website, including a change that could affect your MCC(s) or that would need us to do a new risk assessment of you;
- 3.6 not present an eCommerce transaction for payment until the goods are delivered or the services are performed, unless the cardholder agreed at the time of the eCommerce transaction that the goods or services could be delivered later;
- 3.7 make sure that no eCommerce transaction is processed offline;
- 3.8 make sure that you provide an eCommerce receipt to the cardholder for each eCommerce transaction and that such eCommerce receipt shows

- your contact details, including your website address;
- 3.9 let us know if you change your PSP and, if your PSP is responsible for reconciling your eCommerce transactions or sending the eCommerce transactions to us for authorisation and settlement, make sure that they do so timeously. **We are not responsible for any losses you incur because of late settlement;**
- 3.10 make sure that each eCommerce transaction is enabled for the authenticated procedures that we have approved in writing. **Such authenticated procedures must always be switched on, otherwise the eCommerce transaction may not be regarded as an authenticated transaction. This means that it could be charged back to you. You are responsible for any losses or claims that we incur or that we may be held responsible for because you and/or your PSP switched off an authenticated procedure while processing an eCommerce transaction. The merchant commission that you pay us for each transaction is also higher for non-authenticated transactions.**
- 4 Additional responsibilities for recurring transactions**
- If we enable you for recurring transactions, you have additional responsibilities. You must:
- 4.1 have a cardholder authority for each recurring transaction and the cardholder authority must include the cardholder's express, informed consent to or confirmation of:
- a) the card number, expiry date, and CVV;
 - b) their name and home address (including the postal code);
 - c) the fixed recurring transaction amount (unless the recurring transactions are for unknown, varying amounts) and the recurring transaction currency. The transaction currency must be shown as South African Rand;
 - d) the frequency of the recurring charges. This means the fixed dates on, or the intervals (for example monthly, or annually) at which the recurring transactions will be processed;
 - e) the duration for which the cardholder authority is granted. **The maximum time for which a cardholder authority is valid, is a year;**
 - f) your business location; and
 - g) your cancellation and refund policies.
- 4.2 process the first recurring transaction in a series of recurring transactions as an authenticated transaction;
- 4.3 keep the cardholder authority for at least the chargeback period relating to the transaction and provide it to us if we ask you for it;
- 4.4 as the cardholder authority is only valid for a year at a time, make sure that you get a new cardholder authority from the cardholder for any goods or services that last for longer than a year;
- 4.5 get an authorisation for each transaction in the series of recurring transactions;
- 4.6 collect full payment for each recurring transaction. **Partial collections are not allowed;**
- 4.7 not include additional finance charges (for example, interest) on a recurring transaction;
- 4.8 make sure that you get the cardholder's express, informed consent as to how you will use the card token and for how long. If you use a card token for the recurring transactions, we must approve the token vault. Your agreement with the cardholder for using the card token must also include the following:
- a) a shortened version of the card token (for example, the last four digits of the card number);
 - b) details of how you will notify the cardholder of any changes to the agreement.
- 4.9 not complete a recurring transaction, with or without a card token:
- a) after the time period for the recurring transactions which the cardholder specifically authorised;
 - b) if authorisation for a recurring transaction is declined; or
 - c) if the cardholder cancels the transaction according to your agreed cancellation policy.
- 4.10 make sure that no recurring transaction is processed offline.
- 5 Fees**
- The merchant commission that you pay for an eCommerce transaction is included as part of the agreement.
- 6 Cancelling the terms**
- 6.1 You can stop processing eCommerce 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.
- 6.2 We may stop you from processing eCommerce transactions and/or cancel the terms, for example if:
- a) we believe or suspect that you are processing eCommerce transactions wrongly or unlawfully (illegally) or for any prohibited activity;
 - b) we can no longer enable you to process eCommerce transactions;
 - c) we have asked you to correct your breach of the terms, the merchant solutions terms or any transaction schedule (if this is possible) and you have not done so at all or have not done so in time;
 - d) 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;
 - e) it is necessary to protect Standard Bank, our clients or service providers, our systems;
 - f) we must do so for legal reasons.
- Depending on the reason that we have to cancel the terms, we will do our best to provide you with notice of it beforehand.
- 6.3 All the other terms for ending our relationship which are set out in the merchant solutions terms will apply.
- 6.4 If you or we cancel the terms, this means that you can no longer process eCommerce transactions. This does not cancel the merchant solutions terms, any transaction schedule or any other part of the agreement, which will still be valid.
- 7 Legal protections we have to tell you about**
- 7.1 The Financial Advisory and Intermediary Services (FAIS) Act and the consumer protections it provides do not apply to the terms.
- 7.2 The Consumer Protection Act and its protections apply to the terms.
- 7.3 The transaction type does not qualify for protection provided by the Corporation for Deposit Insurance (CODI). You can find out more about this on the [CODI website](#).
- 8 Questions and complaints**
- 8.1 You can refer any questions about eCommerce transactions to us at the contact details in the merchant solutions terms.
- 8.2 For complaints, you can follow the complaints process set out in the merchant solutions terms.