

1. **Introduction**
 - 1.1 These Transaction Type Terms apply to SimplyBlu-enabled Transactions and must be read together with the application form and the Service Terms.
 - 1.2 **Please read these Transaction Type Terms carefully as they may exclude or limit our liability (responsibility) to you and impose legally binding obligations on you. You must decide whether Simply Blu and the Merchant Services are suitable and adequate for your needs. Unless an Applicable Law or Rule states otherwise, you assume all risks associated with your use of Simply Blu.**
 - 1.3 **Please note the following material risks of processing SimplyBlu-enabled Transactions:**
 - 1.3.1 **If we make a payment to your bank account, this may be reversed later, for example, if a payment is subject to a chargeback or Claim or if it is otherwise invalid. This means that a payment from your bank account may be reversed after you have provided the Cardholder with the goods or services.**
 - 1.3.2 **We may terminate, suspend or limit your access to your bank account or the Transaction Type (including the acceptance of any Card), and/or limit access to your funds if we suspect that you are involved in any Prohibited Activity or if you breach the Agreement.**
 - 1.4 **You must comply with all Applicable Laws and Rules when you process this Transaction Type.**

2. **General**

Unless we let you know otherwise:

 - 2.1 the Service Terms and application form are incorporated by reference and this Transaction Type Schedule will be subject to those terms as well as the definitions and rules of interpretation.
 - 2.2 if this Transaction Type Schedule is terminated, that will not affect any other part of the Agreement, including the Service Terms or any other Transaction Type Schedule.

3. **Definitions**

In these Transaction Type Terms:

 - 3.1 **Receipt** is as defined in the Service Terms, for example a SimplyBlu Receipt.
 - 3.2 **SimplyBlu** means the Standard Bank service supported by a Mastercard platform that gives you access to the SimplyBlu Portal and allows you to process SimplyBlu-enabled Transactions.
 - 3.3 **SimplyBlu Account** means the account that we open in your name after we have approved your application for SimplyBlu.
 - 3.4 **SimplyBlu-enabled Transaction** means a transaction for which you receive payments for your goods or services through SimplyBlu.
 - 3.5 **SimplyBlu Portal** means the technical interface that enables you to manage your SimplyBlu Account and provides you with features and tools with which to manage your online store.
 - 3.6 **SimplyBlu Receipt** means an electronic confirmation that shows a SimplyBlu-enabled Transaction has been completed.
 - 3.7 **Transaction Type** is as defined in the Service Terms, for example a SimplyBlu-enabled Transaction.

4. **Registering for Simplyblu**

We can, at our sole discretion, accept or reject your request to create a SimplyBlu Account. If we do accept your request, we will issue you with at least one unique security certificate, token or password, and other credentials (collectively, **Credentials**), for authentication, account management and other purposes. The Credentials are our property and you can only use them in respect of SimplyBlu as permitted in the Agreement.

5. **Protecting your account information**
 - 5.1 **You are responsible for keeping your Credentials confidential and for all activities that occur through your SimplyBlu Account or through the use of your Credentials, including the activities of others, whether or not such activities are authorised.**
 - 5.2 **You must notify us immediately of any breach or unauthorised use of your SimplyBlu Account or Credentials.**

6. **Using the SimplyBlu Portal to view your Transaction History and to reconcile your SimplyBlu-Enabled Transactions**
 - 6.1 The SimplyBlu Portal will list the Valid Receipts for which we have credited you under these Transaction Type Terms (**Transaction History**). We provide at least one year of Transaction History on the SimplyBlu Portal.
 - 6.2 **Except as required by Applicable Law, you are responsible for compiling and retaining permanent records of all SimplyBlu-enabled Transactions and other data associated with your SimplyBlu Account, Transaction History and use of SimplyBlu.**

7. **Grant of Sublicence**
 - 7.1 So long as you comply with the Service Terms and these Transaction Type Terms, we grant you a royalty-free, limited, nonexclusive, as-is, revocable, non-transferable sublicense, without right of sublicense, to use SimplyBlu solely to accept Card payments through the SimplyBlu Portal. You may not use SimplyBlu for any other purpose and may not nor can you allow any other party to:
 - 7.1.1 reverse-engineer, disassemble, reconstruct or decompile any object code relating to SimplyBlu (except to the extent that an Applicable Law permits you to do so);
 - 7.1.2 gain access to or use any of our services or systems, other than SimplyBlu as permitted hereunder, or damage, disrupt, or impede the operation of our services or systems;
 - 7.1.3 engage in any Prohibited Activity that is related in any way to SimplyBlu;
 - 7.1.4 restrict, inhibit or engage in any activity that prevents any other merchant from using SimplyBlu;
 - 7.1.5 request, collect, solicit or otherwise obtain access to Credentials or open a SimplyBlu Account by automated means or under false or fraudulent pretences;
 - 7.1.6 sell, transfer, sublicense or otherwise disclose the your Credentials;
 - 7.1.7 circumvent or modify any Credentials or other security mechanism used by us;
 - 7.1.8 use your Credentials or SimplyBlu for purposes other than accepting and processing Card payments;
 - 7.1.9 use or launch any automated system, including "robots," "spiders" or "offline readers," to access SimplyBlu in a manner that sends more request messages to our servers in any period of time than a human can reasonably produce in the same period by using a conventional online web browser;
 - 7.1.10 rent, lease, loan, trade, sell/re-sell or otherwise charge any party for access to SimplyBlu; or
 - 7.1.11 transmit any viruses, worms, defects, Trojan horses or any programming of a destructive nature.
 - 7.2 You must comply with all Applicable Laws and the Rules relating to your use of SimplyBlu or your sale of products and services.

8. **Modifications To SimplyBlu**

We may discontinue, modify, or change SimplyBlu, or our services and systems. Such changes may require you to update your online store at your own cost so that it remains compatible with, and interfaces accurately with, SimplyBlu. We will have no liability or obligation to you for any modifications or changes we make to SimplyBlu, our services or systems.

9. **Your obligations**

In addition to what is set out in the Service Terms and elsewhere in these Transaction Type Terms, you must:

 - 9.1 Keep your online store secure, including all content in your online store and all Personal Information that you Process from Cardholders.
 - 9.2 Keep your Credentials secure.
 - 9.3 Give us notice of any change in the business of your online store or any change in the way you are using SimplyBlu.
 - 9.4 Make sure that, where the Cardholder gives you their mobile number or email address, a SimplyBlu Receipt is sent to the Cardholder after the SimplyBlu-enabled Transaction is complete.

9.5	Provide the goods and/or services to the Cardholder as soon as reasonably possible after the SimplyBlu Receipt is generated.	12 12.1	Disclaimer of Warranties SimplyBlu, the Credentials, and all our other services and products 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 warrant 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 warrant that SimplyBlu will work on your hardware, with your operating systems or with any other software installed on your computers.
10.	Collecting consents from your customers		
10.1	You must let your customers know that we are providing SimplyBlu to you and that we are processing their Personal Information on your behalf in connection with such service. You warrant that you will collect all the necessary consents from your customers to allow us to use and disclose all Personal Information processed by SimplyBlu through your online store (Required Consents). The Required Consents include consent for us to use the Personal Information for the following purposes:		
10.1.1	collecting, storing and tokenising Card Information;	12.2	You acknowledge that we do not have any control over the products or services that are paid for through SimplyBlu.
10.1.2	providing our services through the SimplyBlu Portal;		
10.1.3	assisting you and us in the provision of products or services that are requested by a customer;	13	Limitation of liability Without limiting the clauses dealing with limitation of liability in the Service Terms, we are not liable for any direct, indirect, consequential Losses or Claims arising out of or in connection with SimplyBlu, including your use of SimplyBlu or any interruption of service relating to SimplyBlu.
10.1.4	providing the SimplyBlu service outside of South Africa, provided that the required transfer of Personal Information complies with the Data Protection Laws;		
10.1.5	placing the Personal Information in an anonymous form on aggregated databases that can be used to generate reports, statistics or other analyses for use in improving the SimplyBlu services or promoting the SimplyBlu service to third parties; and	13	Indemnity You indemnify us, Mastercard and their business partners, employees, third-party providers and affiliates against any Losses or Claims that you may incur arising from or in any way related to:
10.1.6	implementing new features of SimplyBlu.	13.1	your use of SimplyBlu;
10.2	You warrant that you will use the Personal Information that we collect on your behalf or that is made available to you through the SimplyBlu Portal strictly in accordance with the Required Consents.	13.2	your online store or the activities with which you are using SimplyBlu where such activities are conducted in a wrongful, illegal, fraudulent or abusive manner. We hold the benefit of this indemnification for ourselves and an agent for the Indemnified Parties.
10.3	You must not retain, track, monitor, store or otherwise use Personal Information of Cardholders who make payments or receive invoices or Receipts through SimplyBlu for any purpose other than to process the SimplyBlu-enabled Transaction, to fulfil an order, to send the invoice or receipt or to collect consents to future direct marketing by email.		
11	Usage Data and Customer Lists	14	SimplyBlu Support
11.1	Usage Data. We own all rights in all information collected in respect of your use of SimplyBlu, including statistical information, and traffic analysis data (Usage Data). We may use and exploit all Usage Data for any purpose without any obligation to you; provided, however, that we may only disclose Usage Data to third parties so long as the Usage Data is disclosed only in the aggregate and not in a manner that it is attributable to you or any individual.	14.1	In addition to our support details set out in the Service Terms, you can contact us by email at simplyblu@standardbank.co.za to resolve any issues relating to your use of SimplyBlu.
11.2	Customer List. You grant us the right to list you as a SimplyBlu customer in any descriptions of SimplyBlu and related press releases, case studies and other promotional and marketing materials; provided, however, that we have no obligation to do so.	14.2	You are responsible for providing support to your customers for all issues relating to the products and services that you sell and the SimplyBlu-enabled Transactions that you process.