

Spot 'Reward' Terms

These legal terms (“**Service Terms**”) are between the client (herein after referred as “**You**”) and Spot Money SA (herein after referred as “**Us**” or “**We**”) and You agree to them by registering and using the Reward Service.

ONLY PERSONS WHO ARE REGISTERED FOR THE SPOT APP ARE PERMITTED TO USE THIS SERVICE. YOU MUST COMPLY WITH ALL REGISTRATION REQUIREMENTS IN THE SPOT APP AND ACCEPT THE SPOT APP TERMS AND CONDITIONS AND PRIVACY POLICY (WHICH ALSO APPLIES TO THIS SERVICE) BEFORE CONTINUING TO USE THIS SERVICE. THESE SERVICE TERMS APPLY IN ADDITION TO THOSE AGREEMENTS, IN ORDER TO SET OUT ADDITIONAL TERMS THAT ARE SPECIFIC TO THIS SERVICE.

Please take note of any terms in bold as they may have important implications for You, require express consent or limit our liability to You. We reserve the right to close, deny a request or limit access to the Service for any reason in our sole discretion.

1 WELCOME

- 1.1 The Spot Reward Service enables Us to provide available third party rewards and other Spot benefits to You (“**Rewards**”).
- 1.2 You can [click here](#) to view a link with the available Rewards.
- 1.3 This is a subscription based service meaning that you subscribe on a month to month basis, and this enables you to start to earn Rewards on Qualifying Transactions during that month.
- 1.4 These service Terms will set out more detailed information on how to register, how the service works, how to earn Rewards, and other important aspects such as payment and liability.

2 REGISTRATION AND DATA

- 2.1 **Prior to using the service, you must be fully registered to use the Spot App and have accepted these Service Terms, the Spot App Terms and Conditions and the Privacy Policy.**
- 2.2 Registration for the Reward Service will involve providing Us with certain information, including but not limited to Your full name and linked, eligible partner mobile number. If you don't have a partner mobile number you can create one in the App.
- 2.3 You Consent to Us processing Your Personal Information for the following purposes:
 - 2.3.1 Providing the services in terms of this Agreement;
 - 2.3.2 Fraud prevention and detection;
 - 2.3.3 Market research and statistical analysis;
 - 2.3.4 Audit and record keeping purposes;

- 2.3.5 To comply with legal and regulatory requirements, including to detect and prevent money laundering; and
 - 2.3.6 Sharing with Our service providers and reward partners.
- 2.4 You Consent to Us performing certain checks on Your Personal Information provided to Us in order to meet Our obligations under applicable law and Our internal risk policies.

3 HOW THE REWARD SERVICE WORKS

- 3.1 You are required to subscribe to use the Reward Service. Depending on the subscription you elect, you will either have no subscription fee (free subscription) or be required to pay us the Subscription Fee on a monthly basis (paid subscription).
- 3.2 The free subscription option will mean that you will earn different or fewer Reward benefits than may be offered to the paid subscribers. You can view the [subscription benefits here](#).
- 3.3 You can view the [Subscription Fee here](#).
- 3.4 Once you are subscribed, you will automatically receive Rewards relevant to your tier of subscription (including partner airtime rewards) when using your Spot Card on Qualifying Transactions, at no additional cost.
- 3.5 A “Qualifying Transaction” is a purchase transaction made using your Spot card at any retailer (whether in store or on-line) but excludes ATM transactions and cash withdrawals, EFT or instant payments (such as Ozow payments), local and international transfers or other wallet purchases that are not linked to your Card.
- 3.6 Once Spot receives confirmation of the transaction (which may take up to 48 hours), we will credit you with a Reward in your app based on whether you are a free or paid subscriber and the amount of the Reward you may be entitled to. Where the Reward is airtime, the Reward will be issued directly to the linked partner SIM card.
- 3.7 Spot may not be the provider of the Reward. Where a Reward is provided from a third party (such as airtime provider) you may also be subject to the terms and conditions of that provider.
- 3.8 Some Rewards may take the form of a free Spot benefit, these will be communicated to subscribers of the Reward Service in the app from time to time.
- 3.9 Rewards may not be refunded or exchanged for money nor sold. They are for your private use only and not transferable.
- 3.10 **You use the Card/s, Reward Wallet and the Reward Service at Your own risk, and neither Us nor the Bank will be responsible for any loss, theft or fraud resulting from the use of the Card/s, Rewards and the Reward Service, for whatsoever reason.**
- 3.11 **The Card is issued to you in accordance with the terms of the Spot App Terms and Conditions and your use of the Card is subject to those terms.**

3.12 Neither Us nor the Bank will be liable if any retailer refuses to accept Your Card or honour Your transaction, including an internet-based merchant. Neither Us nor the Bank will be liable for the quality of products, goods or services purchased, including Rewards issued by third parties.

4 SUBSCRIBING AND OPTING OUT

4.1 When subscribing to the Reward Service, you can elect whether to proceed with the free or paid subscription offering.

4.2 To subscribe to the paid Reward Service you must pay us the Subscription Fee. Each payment of a Subscription Fee entitles you to use the Reward Service for a continuous period of 30 days.

4.3 Subject to applicable law, the Subscription Fee is non-refundable however You can decide whether or not to renew your subscription for a further period of 30 days (in other words, the subscription is offered on a month to month basis).

4.4 You can pay the Subscription Fee by using funds in your Spot Wallet or by linking a payment method for the monthly payments.

4.5 Once we have received your subscription choice and/or the Subscription Fee, we will provide the Reward Service.

4.6 If you have linked a payment method to pay the Subscription Fee, You can opt out of continuing with the Reward Service at any time. This means that at the end of the current 30 day period, we will not continue with the service nor deduct the Subscription Fees.

4.7 **There may be limits that are applied to the minimum and maximum amount you may earn as part of this Reward Service as well as different benefits that apply to the free and paid version of the service, all of which can be viewed [here](#).**

5 AUTHORITY TO DEBIT YOUR ACCOUNT

If you link a payment method (either a bank account or third party Card issued in your name) to pay the Subscription Fee, You hereby irrevocably authorise Us to debit Your debit Your linked payment methods with the value of the Subscription Fee on a monthly basis.

6 HOW TO CONTACT US

You can contact Us for any queries, complaints, reports, fraud suspicions, notifications or otherwise at any of the following:

6.1 Our In-App support feature and live chat

6.2 Email Us at: talktous@spotmoney.com

6.3 More information is provided at www.spotmoney.com

7 HOW WE WILL CONTACT YOU

- 7.1 We will contact You in English and Emoji 🗣️ via the App, or via Your selected email, phone or home address. Please let Us know if any of these change!
- 7.2 We will also send You instant notifications in-App when You spend money and to notify you when your instalment is due.

8 RISKS AND RESPONSIBILITIES

- 8.1 You agree to use the Reward Service in accordance with Applicable law.
- 8.2 In entering into any transaction, You represent that You have been, are, and will be solely responsible for making Your own independent appraisal and investigations into the risks of the transaction. You represent that You have sufficient knowledge and experience to make Your own evaluation of the merits and risks of any transaction.
- 8.3 You agree that neither We nor the Bank will be liable for anything that goes wrong in relation to the Reward Service, App, Rewards, or any failure or delay in the performance of Our obligations under this Agreement to the extent such failure or delay is caused by any of the following (including but not limited to): acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, pandemics, embargoes and other similar unusual governmental actions or declarations including a national disaster, extraordinary elements of nature or acts of God (“**Force Majeure Events**”). Furthermore, Our rights and remedies will be limited by the terms and conditions of Applicable law, and this will affect Our ability to provide Services, and otherwise comply with this Agreement.
- 8.4 **You agree not to hold Us or the Bank liable or accountable for any related losses or damages you may suffer, unless it was caused as a direct result of Our gross negligence or wilful misconduct.**
- 8.5 We reserve the right to block use of the Reward Service, Rewards or Card for any reason in our sole discretion objectively, including the security of the Card, the suspicion of unauthorized or fraudulent use of the payment instrument or if the card is used in breach of this agreement, any Association rules or applicable law.

9 WARRANTIES AND DISCLAIMERS

- 9.1 We do not warrant that the Reward Service or App will be completely free from cyber-attack or security breaches, errors or that errors will be corrected completely, nor that it will meet Your requirements, nor that it will operate in all combinations selected for use by You.
- 9.2 **Except as required by any applicable law, the Reward Service, the Rewards, and the App are provided “as-is” without any warranties.**

9.3 You warrant that You are the lawful owner of the linked mobile SIM card, Bank Cards and bank account/s whose details are registered to You in the App (if applicable).

10 TERMINATION / CLOSURE OF YOUR ACCOUNT

10.1 Subscription is on a month to month basis. If you have subscribed for a month, you will not be able to cancel your subscription for that month.

10.2 We may suspend and/or terminate your use of the Reward Service or this Agreement immediately at any point in time at Our sole discretion, including *inter alia*:

10.2.1 If we reasonably believe You to be in breach of any provision of this Agreement (without limiting any of our rights that we may have upon a breach);

10.2.2 If We suspect, in its sole discretion that You are involved in any act of fraud, sanctions breach, breach of AML legislation, money laundering or likewise activity, or if We believe, in its sole discretion, that the use of the Reward Service could be damaging to Our reputation.

11 LIMITATION OF LIABILITY

11.1 Except to the extent that We acted fraudulently or with gross negligence, and to the extent permissible in law, neither Us nor the Bank shall be liable for direct, indirect, special, incidental or consequential loss or damage which You, or any third party, may suffer or incur as a result of –

11.1.1 cyber-attacks, loss or corruption of Your data;

11.1.2 any instance where Your Card or phone is lost or stolen and You fail to notify Us timeously which results in a loss to You;

11.1.3 any circumstances beyond Our, or the Bank's, reasonable control;

11.1.4 a retailer refusing to accept a Card or process a transaction, or provide the product or service you paid for;

11.1.5 suspension or cancellation Your Card or Rewards; or refusal to issue a replacement Card if it is suspected that Your Account, Rewards or Card is being used in an unauthorised or fraudulent manner, or We, or the Bank, are concerned about the security of your Card or Rewards; or as a result of You breaking an important term or repeatedly breaking any term in this Agreement;

11.1.6 any malfunction or defect in the hardware, software or device used;

11.1.7 non-delivery or delayed delivery of notifications;

11.1.8 unlawful or unauthorised access to Your App or device by third parties;

11.1.9 failures or delays caused by third party service providers or malfunctioning of any system or network which is beyond our reasonable control;

11.1.10 erroneous, unauthorised or unlawful instructions provided or deemed to have been provided by You (including in respect of contactless or 'Tap to Pay' transactions); the Products or services that You purchase using your Account, Wallet or Card.

11.2 You hereby indemnify Us and the Bank and hold Us and the Bank harmless against any losses, damages, costs or claims against us resulting from:

11.2.1 You failing to pay any relevant costs or fees;

11.2.2 You providing the wrong recipient/payment information;

11.2.3 Someone else carrying out a payment instruction or using Your information to access the App and use the Services without Your permission;

11.2.4 Against any demand, claim or action for either direct, indirect, punitive or consequential damages or order against Us or the Bank relating to or in connection with Your use of the App, the Reward Services, Rewards or the Card whether such demand, claim or action was caused directly or indirectly for any reason whatsoever;

11.2.5 Arising directly or indirectly out of or in connection with the loss of any of Your data;

11.2.6 As a result of any loss caused to Us or the Bank by Your breach of any of these Reward service terms or any other third party terms and conditions that are applicable to the Card or the Reward Services, including the Spot App terms and conditions.

11.3 **Maximum liability. Notwithstanding the above disclaimers of liability, should We nevertheless be found to be liable to You in relation to this Agreement or Services for any reason, then, to the extent allowed by law, our maximum aggregate responsibility and liability to You (including for negligence and whether pursuant to one or more claims) in relation to this Agreement and the Reward Services will be limited to paying You the lesser of an amount equal to the total amount of fees You paid to Us for such Reward Service in the 12 (twelve) months prior to the incident, or R1,000 (one thousand rand).**

These Service Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of South Africa and is subject to exclusive jurisdiction of the South African courts.

13 WHOLE AGREEMENT, AMENDMENTS AND UPDATES

These Service Terms (including any schedules and hyperlinks), as read with the Spot App Ts and Cs and Privacy Policy, forms the entire agreement between Us and You. If any provision of these Service Terms is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced. We may amend these Service Terms from time to time. We will provide You with advance notice of any changes to these Service Terms which will be provided via App notification and/or email notification.

14 INTERPRETATION AND DEFINITIONS

Save as otherwise defined in these Service Terms, the following definitions apply:

- 14.1 "App" means the Spot Money SA mobile application through which the Reward Service will be rendered on Your instruction;
- 14.2 "Bank Card" means any of your personal bank accounts with third party banks that can be loaded and linked to Your Account;
- 14.3 "Bank" means Bidvest Bank Limited an authorised financial and registered credit provider Registration number: 2000/006478/06 with FSP No. 25466;
- 14.4 "Card" means the virtual and/or physical prepaid card issued to You by Us, which is a transactional banking card issued by the Bank under its bank licence and enables You to transact and access monies held on Your behalf by the Bank. This card is not a debit or credit card but rather operates by way of a top-up wallet system;
- 14.5 "Consent" means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information;
- 14.6 "CPA" means the Consumer Protection Act 68 of 2008, as amended, varied, re-enacted, novated or substituted from time to time;
- 14.7 "EFT" means electronic funds transfer;
- 14.8 "FICA" means the Financial Intelligence Centre Act 38 of 2001, as amended, varied, re-enacted, novated or substituted from time to time;
- 14.9 "NCA" means the National Credit Act, 34 of 2005, together with its regulations, as amended from time to time;
- 14.10 "Personal Information" has the same meaning as "personal information" as defined in POPIA;
- 14.11 "POPIA" means the Protection of Personal Information Act 4 of 2013, as amended, varied, re-enacted, novated or substituted from time to time;

- 14.12 “Processing” has the same meaning as “processing” as defined in POPIA, which for instance will include (subject to the provisions of POPIA, which may be amended from time to time): collecting, storing, collating, using, modifying, sending, distributing, deleting and destroying Personal Information;
- 14.13 “Reward Services” means the reward services referred to in clause 1 of these Service Terms;
- 14.14 “We” or “Us” or “Our” shall mean Spot Money SA Proprietary Limited Registration Number: 2005/016196/07, with our registered address at 30 Meridian Drive, Umhlanga, Durban, KwaZulu Natal, 4320 or any of Our successors; and
- 14.15 “You” means the person who registers for the Reward Service and “Your” and “User” shall have corresponding meaning.