



OUT OF THE ORDINARY

Business Transactional Banking

Terms and conditions for
mobile payment services



Terms and conditions for using mobile payment services with your Investec Visa Card.

These terms and conditions ("Terms") form part of, and are deemed to be incorporated in the Business Transactional Banking - Corporate Credit Card Terms and Conditions ("general terms and conditions") and are issued by Investec for the use of your Investec Visa card for mobile payment services. Words and expressions used in these Terms which are not defined, shall have the meaning ascribed to them in the general terms and conditions. If there is any conflict between these Terms and the general terms and conditions, these Terms will apply.

By uploading your Investec card onto your device app or clicking accept you acknowledge that you have read, understood, and agreed to these Terms.

1. Definitions

The headings in these Terms are for reference only. Words importing one gender include the other genders; words in the singular include the plural and vice versa; and natural persons include created entities. The following expressions have the following meanings:

- 1.1 **"account holder"** means the client as provided for in the general terms and conditions.;
- 1.2 **"card"** means an Investec physical card or non-physical Visa card or any device which stores a digital version of the card;
- 1.3 **"client"** means an account holder;
- 1.4 **"device"** means any device, including a smartphone or watch, which is compatible with your device app and which stores your digital card allowing you to make payments at merchants;
- 1.5 **"device app"** means the relevant application used which allows you to make use of the mobile payment service using a device;
- 1.6 **"digital card"** means the digitalised and virtual version of your card;
- 1.7 **"Investec/we/us/our"** means Investec Bank Limited and/or any duly appointed agent of Investec;
- 1.8 **"passcode"** means a confidential code chosen by you used to unlock a device, including a password, personal identification number ("PIN"), pattern or biometric identifier;
- 1.9 **"mobile payment service"** means a payment service facilitated by a device app which allows you to enlist cards and make payments or facilitate other transactions using a device and to receive notifications and details of transactions made using the device.
- 1.10 **"verification mechanism"** means a 2FA (two-factor authentication); OTP (One Time PIN); In-App authentication, voice biometrics, or other form of verification implemented or approved by Investec from time to time.

2. Terms

- 2.1 In order to use the mobile payment service, you need to download the relevant device app on to your device. Once the device app has been installed and activated you can enrol your card to it. In enrolling your card, you will be allocated a unique token as identification against your card.
- 2.2 We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of any third party's products or services. It is your responsibility to read and understand any third-party agreements before creating, activating or using your digital card.
- 2.3 You should ensure that your device is kept secure at all times and implement a passcode and/or any verification mechanism to ensure the safety of your information. You are solely responsible for maintaining the security of your device, digital card/s, the Samsung Pay App, your account and any of your card/s.
- 2.4 Always delete your digital card/s from a device if you change or destroy the device, or when the device is in for repair.
- 2.5 Where your card/s is being replaced as a result of expiry, theft or being misplaced the identifiable token linked to your card remains active unless you contact us and request that we cancel the identifiable token or you cancel the identifiable token yourselves on Investec's business online platform.
- 2.6 In circumstances where your device has been lost, stolen or misappropriated you must immediately notify the Investec Corporate Client Support Centre telephonically in order for us to delete any identifiable token linked to your card/s or you cancel the identifiable token linked to your card/s yourselves on Investec's business online platform. Any delay in providing notification to us or cancel the identifiable token linked to your card/s yourselves on Investec's business online platform shall be presumed to be sufficient proof of negligence on your part and you will bear the onus of proving the contrary.
- 2.7 Only one unique card number may be loaded to a specific user's profile on a device app and may not be linked to multiple users using the same mobile payment service
- 2.8 Any information, including personal information which is collected by a device app while using your digital card/s, is subject to the relevant device terms of service, privacy policy and any relevant third-party agreements and is not governed by our data protection policy, our general terms and conditions or these Terms.
- 2.9 You acknowledge and consent, that in order to utilise your digital card/s on the relevant device app we may be required to share your personal information with any third party who provides services to us in respect of the mobile payment services.

- 2.10 Subject to our rights to suspend or cancel your card/s as set out in the general terms and conditions, we reserve the right to stop offering or supporting any digital card or to stop participating in a mobile payment service.
- 2.11 We will not charge extra fees for you to use your digital card/s on device app, however third-party agreements may contain fee limitations and restrictions which may affect the use of your digital card/s on your device. You will be liable for any fees charged by any third party in using the mobile payment service.
- 2.12 We will not in any way be liable if your digital card/s is not acceptable to, or is dishonoured by, any merchant and/or any other party for any reason or if we decline to approve any transaction.
- 2.13 We will not be liable for any interruptions which affect the functioning of your digital card/s on a device app and which are related to network failures and/or interruptions, or unavailability of the mobile payment service.
- 2.14 We reserve the right to amend and update these Terms and will provide you with reasonable notice.
- 2.15 You may terminate your agreement to these Terms by removing your digital card/s from the relevant device app on your device.

