

Terms and conditions for using Samsung Pay with your Investec Visa Card

These terms and conditions (“**Terms**”) are applicable to the use by you of your Investec Visa card on Samsung Pay, which govern the processing of card transactions using Samsung Pay and which forms part of and are deemed to be incorporated in the Investec Private Bank Account terms and conditions (and all other applicable product terms and conditions) as amended from time to time (“**General Terms and Conditions**”) (the Terms and general terms and conditions collectively referred to as the “**Agreement**”). The Agreement will therefore govern the use of our Visa card on Samsung Pay.

A copy of the latest version of these Terms and the General Terms and Conditions can either be requested from us or be obtained from our [website](#). By uploading your Investec card onto the Samsung Pay App or clicking accept, you acknowledge that you have read, understand and agree to be bound by these Terms. If you do not accept to be bound by these Terms then do not use or otherwise enrol your card onto the Samsung Pay App.

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.

Please take note of the following:

These Terms contain limitations of Investec’s liability in relation to the processing of card transactions via Samsung Pay. This is in light of the inherent risk in using a device pay application such as Samsung Pay, including the risk of potential fraud or loss that may arise from unauthorised access to your Samsung Pay App and of a compromise of the security features on the device or arising from either Samsung or you minimising, disabling or deactivating any security features, controls or measures (whether intentionally or unintentionally) on the device or any loss arising from the failure of Samsung to implement appropriate security measures.

The “**Samsung Pay Terms**” are set out in the Samsung Services Terms and Conditions, as read with the Supplementary Terms of Service for Samsung Pay, which apply to your use of Samsung Pay. You acknowledge the risk associated with the use of Samsung Pay and understand that the Samsung Pay Terms contain disclaimers of Samsung’s liability and can be amended from time to time and that your use of Samsung Pay is entirely at your own risk as Samsung does not accept any liability for losses arising from card transactions processed using Samsung Pay. You need to ensure that you are aware of the latest version of the Samsung Pay 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 main account holder and/or a guaranteed account holder;
- 1.2 “**card**” means an Investec Visa card, issued by Investec to the client;
- 1.3 “**client**” means an account holder and any extra cardholder;
- 1.4 “**device**” includes a Samsung compatible smartphone or smart

watch or any other device compatible for use with Samsung Pay which stores your virtual card/s (“**digital card**”) and allows you to make payments at merchants;

- 1.5 “**Investec/we/us/our**” means Investec Bank Limited and/or any duly appointed agent of Investec;
- 1.6 “**passcode**” means a confidential code chosen by you used to unlock a device, including a password, pattern or biometric identifier;
- 1.7 “**Samsung**” means Samsung Electronics South Africa (Pty) Ltd and/or its group companies;
- 1.8 “**Samsung Pay/Samsung Pay App**” means a payment service through using the Samsung Pay application installed on your device which is specific to compatible devices and allows you to enlist cards and make payments or facilitate other transactions using the device and to receive notifications and details of transactions made using the device.

2. Terms

- 2.1 In order to use Samsung Pay you need to download the Samsung Pay App on to your device. Once Samsung Pay is installed and activated you can enrol your card which will be allocated a unique token as identification against your card. You can either add your card to Samsung Pay through the Samsung Pay App or you can call Investec’s Client Support Centre to assist you in linking your card. You are alerted that no additional verification process is activated by Investec each time that a card transaction is processed, arising from the technical nature of the Samsung Pay features. Accordingly, you will not receive a One Time Pin or similar verification from Investec each time you make a card payment. You acknowledge that this may pose potential risk to you and that you will take appropriate steps to ensure that unauthorised card transactions and transactions processed by you in error are minimised and avoided. You are liable for all card transactions when the card transaction has been successfully processed using Samsung Pay unless Investec acted fraudulently or with gross negligence. We are not acting as agent for and on behalf of Samsung in relation to your use of the Samsung Pay App or any other related services.
- 2.2 We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Samsung’s products or services including, without limitation, Samsung Pay. Investec cannot control the relevant access and verification mechanisms on the device used for Samsung Pay nor is it able to control or influence access to Samsung Pay and/or any faults or failures or software or network faults or errors in relation to the device and/or the Samsung Pay App which may result in you being unable to process card transactions and Investec shall not be held liable for any inability to timeously and successfully process card transactions.
- 2.3 You must ensure you keep your device secure at all times and implement a passcode and/or any verification mechanism to ensure the safety of your information. Any passcodes and/or other verification mechanisms should be kept safe as well. You acknowledge that your failure to do this may result in unauthorised use of your account, card/s (whether digitally or otherwise) and/or other 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, passcodes and/or other verification mechanisms and, should

- your Samsung Pay App pin or passcode be compromised, you have the responsibility of immediately notifying Samsung of such compromise.
- 2.4 You accept the security level attributed to Samsung Pay as provided by Samsung and you should ensure that you adopt the most stringent security features on your device, as recommended and offered by Samsung in order to protect the card information and mitigate the risk of card fraud.
 - 2.5 You agree that you will be liable for any card transactions incurred on Samsung Pay including the intentional or unintentional loading of your card on Samsung Pay.
 - 2.6 If you are of the opinion that there has been fraud committed on your card, account or device, contact Investec 24/7 global Client Support Centre immediately.
 - 2.7 The Samsung Pay Terms applicable to the use of the Samsung services are separate and distinct from our services, systems and terms of the agreement. It is your responsibility to read and understand the Samsung Pay Terms before enrolling and activating your card/s on or using a digital replica of your card/s through Samsung Pay. You agree to comply with the agreement notwithstanding any conflict between the agreement and the Samsung Pay Terms.
 - 2.8 Any dealings, communication, correspondence and interaction with Samsung will be at your own risk and solely between yourself and Samsung including (amongst other things) matters related to your use of the Samsung services including the Samsung Pay App, any terms, conditions, warranties or representation associated with such dealings, communication, correspondence and interactions.
 - 2.9 Except as required by applicable law, Investec will not be responsible to you for any certification, clarification or directive or be responsible for any obligations or liability owing by you arising from your use of the Samsung Pay App.
 - 2.10 You must remove and delete card information from a device that is no longer being used or when it is provided for repair, and you must immediately notify Investec's client support centre telephonically where the device on which Samsung Pay is loaded has been stolen, lost or misappropriated. In order for us to delete any identifiable token linked to your card/s. Any delay in providing notification to us shall be presumed to be sufficient proof of negligence on your part and you will bear the onus of proving the contrary.
 - 2.11 Investec shall not be held liable for any loss or damage suffered by you due to
 - 2.11.1 the unauthorised use of your account and card/s (whether digitally or otherwise);
 - 2.11.2 your use or inability to use the Samsung Pay App and/or the Samsung Pay services, including, but not limited to, being able to successfully carry out a card transaction or for reasons related to Samsung's amendment to, suspension or termination of the Samsung Pay App or Samsung Pay service;
 - 2.11.3 Samsung's failure to adequately implement Samsung Pay access control security measures or to rectify (whether timeously or at all) any vulnerabilities in the device's security measures; and
 - 2.11.4 your deactivation of any of the default device and application security measures provided by Samsung or Investec or your failure to implement any of the device security measures recommended by Samsung.
 - 2.12 Only one unique card number may be loaded to a specific user's profile on the Samsung Pay App and may not be linked to multiple users using the Samsung Pay App.
 - 2.13 Any information, including personal information which is collected by Samsung Pay while using your digital card/s through Samsung Pay, is subject to the Samsung Pay Terms, including any Samsung privacy terms and relevant third party agreements and is not governed by our data protection policy, our General Terms and Conditions or these Terms. It is incumbent on you to familiarise yourself with the Samsung privacy terms. You acknowledge that Samsung does not accept liability for any loss or corruption of data. Investec assumes no responsibility for such processing and shall not be held liable for any losses or damages arising from Samsung's processing of your information.
 - 2.14 However, in order to utilise your digital card/s on Samsung Pay we may be required to share your personal information with any third party who provides services to us in respect of the Samsung Pay services. The processing of your personal information in such circumstances will be subject to the Investec privacy policy.
 - 2.15 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 Samsung Pay. We will give you reasonable notification of such amendment or discontinuation by mail, e-communication or through any other reasonable medium that Investec may deem appropriate.
 - 2.16 We will not charge extra fees for you to use your digital card/s on the Samsung Pay App. Third party terms and conditions, including the Samsung Pay Terms may however, contain fee limitations and restrictions which may affect the use of your digital card/s on your device. You will be liable for any such fees charged by Samsung or any other third party in using the Samsung Pay App.
 - 2.17 You hereby authorise Investec to effect transactions in accordance with your instructions issued when using the Samsung Pay App. You acknowledge and agree that:
 - 2.17.1 Investec is not acting as your agent when paying an amount as instructed by you when using the Samsung Pay App; and
 - 2.17.2 Investec is entitled, but not obliged, to carry out the instruction once given and that it may not be possible to reverse any transaction resulting from such instruction; and
 - 2.17.3 Investec shall not be obliged to verify the information or any transaction, including without limitation, the account numbers, merchant names or amounts stipulated in any instruction.
 - 2.18 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.
 - 2.19 We will not be liable for any interruptions which affect the functioning of your digital card/s on the Samsung Pay App and which are related to network failures and/or interruptions, unavailability of Samsung Pay or Samsung's exercise of its right to unilaterally change or discontinue any aspect of its Samsung Pay service.
 - 2.20 We reserve the right to amend and update these Terms and will provide you with reasonable notice thereof.
 - 2.21 You may terminate your agreement to these Terms by removing your digital card/s from the Samsung Pay App on your device at any time.