

Stash Application Terms

These application terms govern the use of the mobile application ('App') by you and operated by Liberty Group Limited and should be read in conjunction with Stash Tax-Free Investment Terms and Conditions and Stash App Privacy and Security Statement.

By downloading the App, and entering your cellphone number, you agree to the terms set out below. If you don't wish to be bound by all of these terms, do not enter your cellphone number. If you don't, you won't be able to access the Product(s) available in the App,

You should read these terms carefully.

In these terms, where we refer to:

"Account" means your transactional banking account that you connect to Stash when setting up your Profile, from which we will debit or credit your money;

"App Store" means the marketplace from which you download the App;

"Cards" means VISA and MasterCard credit cards and dual purpose debit cards (cheque cards);

"Card Details" means the front digits of the Card, its expiry date and the Card holder's name;

"Device/s" means the device you use to access the mobile App such as a cellphone and/or tablet or any similar technology;

"Product" means the product you purchase via this App;

"Profile" the digital identity you create when you register for the App. You will get a digital identity code for your secure login process, for us to identify you;

"you" and "your" means the user of the App

You must register for the App

In order to have access to and use the App, you must provide and verify your phone number and you must expressly consent to receive SMSs relating to the App. To verify your phone number, we will send you an SMS with a code to the phone number you provide, and you must enter that code as instructed by us. If you change your phone number or text message address, you must promptly provide and verify your new phone number or text message address.

Using the App

You should only use the latest version of the App. Your App Store will notify you of any updates that are available. If you do not install the latest version, the App may not function correctly and you may experience security and/or data flaws, for which we will not be liable for under any circumstances.

You should use the App only on a device for which it is intended, as allowed by the usage rules set out in your App Store's terms of service.

You can only instruct us to transact in line with the banking facilities available to you through your Account.

Your card information

We enable you to store in your App, the details relevant to your Cards.

Your Card Verification Value ('CVV') will not be stored by us. The CVV will instead be saved onto your own device in an encrypted format via a cookie to enable your device to automatically send the relevant CVV each time you want to make a payment with your Card.

Any Card Details provided through the App are transmitted to our appointed Payment Service Provider ('PSP'). All Card Details are secure-socket-layer encrypted and stored in our PSP's secure Payment Card Industry ('PCI') compliant environment located in the Republic of South Africa. We do not store or access any unencrypted Card Details.

When you transact through the App, you pay using a Card stored virtually in your App. You will be able to transact without having to re-enter or provide your Card Details. Instead, we will retrieve your encrypted Card Details from our PSP and submit the same to our acquiring bank for payment processing against your Card.

Changes to your connected bank card.

Liberty reserves the right to restrict changes made to your connected bank card details as follows:

- a) You may add a new bank card or make changes to your bank card details in the App;
- b) You may only change your bank card details a maximum of five (5) times in any rolling 31-day period;
- c) You may only have one bank card linked in the App at a time;
- d) No further changes may be permitted on your bank card details other than what is listed in (a) and (b) above.

There aren't any fees for the App

We reserve the right to establish, remove and/or revise fees for the App or any or all Products obtained through the use of the App at any time at our sole discretion. We will use reasonable efforts to inform you of fees that may apply to you. You will be responsible for fees incurred in the App. .

Standard data costs may be charged by your data service provider when you download the App and thereafter when you transact through the App. These costs are charged by your mobile network operator. Any questions related to your data costs must be sent to your mobile network operator.

We may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar Products obtained through the use of the App, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the App or the fees applied to you.

You can prove your identity

You warrant your identity (i.e.: you are who you say you are) and that you can prove your identity should we require you to do so. We reserve the right to refuse to provide services to you if we are unable to verify or authenticate any information you provide to us.

You will keep your login details safe

You will keep your login details confidential and you will not divulge your login details to anyone nor allow others to use them. Any use of the login details by any person shall be deemed to be used by you. We will never ask you to disclose your PIN in an unsolicited phone call or written correspondence.

We will communicate with you electronically

You accept the risk of choosing electronic communication. You authorise us to act on the information that you send electronically. You further agree that all records will be stored electronically by us and such electronic record will constitute conclusive proof of the contents of such record, unless you prove otherwise.

Any email or SMS sent to you will be deemed to have been received by you upon dispatch by us.

We take all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security of any information you transmit to us online and you do so at your own risk. We will not be liable for any loss or damage that you may suffer as a result of interception, which may occur while you transmit information to us, by unauthorised parties and any unlawful and unauthorised activities.

We may stop you from using the App

We may stop you from using the App if you breach a clause of these Terms and do not remedy it within 5 days after we have asked you to do so. We may still take other steps available to us, including applying to an appropriate court of law for an urgent interdict against you.

The intellectual property of the App belongs to us

Subject to any Intellectual Property Rights held by any third parties, we keep all Intellectual Property and Intellectual Property Rights in and to the App, all content (including, but not limited to, all proprietary information, trademarks and copyright in any logos and other devices or storage media) in or sent to, through and from the App save where otherwise indicated in writing by us.

We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the App, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. You will be asked to accept any additional terms through the App when they apply to you. The App is licenced to you only and you will not grant any rights of use or any other rights in respect of the App or any Intellectual Property Rights in it to any other person.

The licence granted to you will commence when you install the App and will continue until it is terminated in line with these Terms, which will result in the cancellation of your access to the App. On termination of the licence granted in these Terms, for any reason, you must immediately stop all use of the App.

Certain content available on the App may include content that belongs to third parties. We may provide links to third-party websites as a convenience to you. You agree that we are not liable for any of the following:

- The content or the accuracy of any such content belonging to third parties featured on the App;
- Any content featured on the third-party websites that are accessed through the links found on the App.

You may not copy, republish, distribute, adapt, modify, alter, de-compile, reverse engineer, or attempt to derive the source code of or create a derivative of works or, otherwise attempt to reproduce the App, its contents, including any Intellectual Property there in, its design, any updates to the App and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to all content belonging to third parties that is found on the App and/or any content featured on the third-party websites which are accessed through links that are found on

the App. You may not sub-licence such third-party content, including Intellectual Property Rights associated with it.

You warrant and undertake that you:

- will in no way represent that you have any rights of any nature in any current and future Intellectual Property belonging to us and/or any third parties featured on the App;
- will not use our and/or any third party that is featured on the App's current and future Intellectual Property in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any country;
- will not apply for or obtain registration of our and/or any third party that is featured on the App's current and future Intellectual Property or any other Intellectual Property which may be confusingly similar thereto in any country;
- will not challenge our and/or any third party that is featured on the App's rights to its current and future Intellectual Property in any country;
- will not do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair our and/or any third party that is featured on the App's current and future Intellectual Property or the reputation and goodwill associated therewith or us and/or any third-party featured on the App, or which would be expected to jeopardise or invalidate any registration of our and/or any third party that is featured on the App's current and future Intellectual Property; and
- will not use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (e-mail) addresses, server names, or search-engine markers anything that is identical to, contained in whole or in part, or is otherwise confusingly similar to our and/or any third party that is featured on the App's current and future Intellectual Property in any country.

You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the App without our prior written consent.

You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as are result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the App, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.

Any breach of the terms under this clause entitles us, in addition to our normal common law remedies, to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

You must use software and hardware suitable for the App

You must use software and hardware suitable for the App, if you do not, the App may not work properly and this could increase your security risks.

If we offer software to you on or through your device, any licence agreement is between you and the software's licensor. You indemnify us against any claim by a third party which may result from your breach of such third party software licence's terms and conditions.

We do not expressly or implicitly warrant:

- The licensor's ownership of software provided on the App; or
- Rights of use of any licensor.

Indemnities

You indemnify us against any loss or damages (whether direct, indirect and/or consequential) that we may suffer because:

- You failed to pay any costs and/or fees ;
- we acted on instructions and/or information you provided to us;
- You do not have enough money in your bank account to pay for products or services purchased via the App; or
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You acknowledge and agree that:

- These Terms are entered into between you and us. Since the App is made available through the App Store, the App Store is a third party under these Terms and will also have the right to enforce their Terms against you;
- To the maximum extent allowed by law, the App Store(s) does not give or enter into any warranty, condition or other term in relation to the App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the App or as a result of you or anyone else using the app or relying on any of its content;
- Any claims relating to the licence to the App, possession or use of the App are between you and us (and not between you, or anyone else, and the App Store), including but not limited to, product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
- If any claim by a third party that your possession or use (in line with these Terms) of the App infringes any Intellectual Property Rights, the App Store will not be liable to you in relation to that claim.

Misuse of our App

You must not misuse our App by knowingly introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorised access to our App, the server on which our App is stored or any server, computer or database connected to our App.

You must not attack our App via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our App will cease immediately.

You may only use our App for lawful purposes.

You may link to the homepage of our App page in the relevant App Store, provided you do so in a way that is fair and legal, does not damage our reputation or take advantage of it and that does not suggest any form of association or endorsement on our part where none exists. We may withdraw this linking permission without notice. If you wish to make any use of content on our App other than that set out above, please contact help@stash.co.za

Disclaimers

Your use of the App is dependent on factors beyond our control, such as your network's coverage or availability, your ISP's availability or your device's capability or capacity.

We are not liable of any loss or damages you may suffer if a factor beyond our control arises and you cannot access the App.

We (including our employees, consultants, agents, or any affiliated person) are not responsible for any loss or damages, howsoever arising, related to your use of the App or any Intellectual Property flowing from their use. This includes, without limitation, any direct, indirect, special, incidental, or consequential damages in terms of contract, delict (breach of duty or care) or any applicable law.

We are not responsible for any loss or damage where:

- Someone finds out your access codes;
- Any technical or other problem (interruption, malfunction, downtime or other failure) that affects the App, our banking system, a third-party system or any part of any database for any reason;
- Any personal information or other data is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;
- Any failure or problem that affects goods or services provided by any other party for example any telecommunication service provider, internet service provider, electricity supplier, local or other authority; or
- Any event that we have no control over.

Permission to process and disclose information and to communicate with you

Registration on this App requires you to submit certain personal information, such as, amongst others, your name, cellphone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). Our collection and use of your Personal Information in connection with the App is as provided in Stash's "Security and Privacy Statement" located at <https://www.stash.co.za/legal/privacy>.

We need to collect and process some of your personal information in terms of various laws to provide products or services to you. As this information forms the basis of our assessment and terms we offer you, it must be correct, complete and up to date. If any information you give us is wrong, incomplete or outdated, we may cancel your policy or decline a future claim. We will comply with all relevant regulations in dealing with your information and keep it secure and confidential at all times.

Notices

We choose the registered address at help@stash.co.za as the address where any legal document or notice must be served or delivered to us.

We will send any legal documents or notices to you at the address we have for you on our records.

We may send any other written communication to your street, postal or e-mail address, or through the App message system. We will regard a communication sent by e-mail as having been received by you one day after it was sent.

For purposes of any legal action, all notices and/or documents must be written on paper and served at our offices: Liberty Centre, 1 Ameshoff Street, Braamfontein, 2001.. The relevant provisions of the Electronic Communications and Transactions Act 35 of 2002 do not apply to these legal documents or notices.

Contact us

If you have any questions or complaints about the App you can email us at help@stash.co.za or 0860 456 789.

General

We may amend these terms from time to time. Your continued use of the App is your agreement to these new Terms. These are available on our website.

The invalidity, illegality, or unenforceability of any of the clauses in these Terms will not affect the validity, legality, and enforceability of the remaining clauses of these Terms.

We may terminate the App any time, without notice. In termination of your registration to the App, all rights granted to you in respect of the App will cease immediately.

If your Account is stopped or cancelled for any reason, we may suspend your access to the App, until you have a new Account that is registered on the App.

