

## SBUX APPLICATION FOR MERCHANT REGISTRATION

### Are you applying as a registered business or a private individual?

Trading/store name:	
Business/legal name	
Name of business	
Company registration	

### Physical trading address: (If a landlord, please include a list of properties to let as well as a list of students with their ID No's)

Street Address:						
Suburb:		City:				
Contact person:						
In his/her capacity as:						
Telephone number:		Cellphone:				
Email:						
Specify Allowance Type:	Accommodation		Food		Books	

### How will you access sBux?

Type of device:	
POS Software provider:	
Cell phone number to be used for sBux / web username:	

*We recommend STORE & BRANCH. For example SPAR KLOOF or VSCHAIK BELLVILLE.  
Note however, this is only applicable to non-USSD*

### Who will administer the account?

Contact person:	
In his/her capacity as:	

ID number:	
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*Please attach certified copy of ID and the Letter of authorisation*

Email:	
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**Authorisation:**

I certify that the information in this Application Form and in the supporting documents attached is true and complete. I understand that any false information will be grounds for rejection or termination of the Merchant Registration Terms and Conditions. I understand and agree to provide NSFAS

with copies of all lease agreements, invoices, till slips and any other information applicable to any and all sales done via sBux whenever required or requested.

Attached are the complete terms and conditions under which the sBux Service is made available. By providing your signature below, you confirm that you have read and understood the annexed terms and conditions and that you agree to be bound thereto.

Name		In his/her capacity as:	
Signature:		Date:	

Submit to sBux Department: sbux@nsfas.org.za or fax 086 4077 341.

Originals to follow to: sBux, Private Bag X1, Plumstead, 7800

**sBux Banking Form**

**Please note that this must be in the name of the Merchant applicant. No 3rd Party payments are allowed.**

Company registration number (if entity is a business):			
Accountholder's ID no (if entity is a private individual):			
Name of accountholder:			
Business name (as appears on company registration documents):			
Trading as (store name):			
Name of bank:			
Account number:			
Branch name:		Branch code:	
Account type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account		

**TO BE COMPLETED BY BANK OFFICIAL:**

<p><b>Official Bank Date Stamp (This stamp services as confirmation by the bank official that the details on this form as stated above are true and correct).</b></p>	<p><b>Bank official:</b> I hereby confirm that the bank details of the account holder indicated above are correct and correspond with those on our records</p>	
	Name:	
	Signature:	
	Branch telephone no:	

## **MERCHANT REGISTRATION STANDARD TERMS AND CONDITIONS**

### **1 DEFINITION AND INTERPRETATION**

1.1 In this Agreement, unless the context indicates a contrary intention, the following words and expression bear the meanings assigned to them –

1.1.1 "**Registered Merchant**" means Merchants registered by NSFAS in terms of this Agreement and which Merchants participate in the sBux Services as contemplated in the sBux Terms and Conditions;

1.1.2 "**Agreement**" means these Standard Terms and Conditions read together with the Application Form and all annexure hereto;

1.1.3 "**Application Form**" means the application form completed by the Merchant and to which these Standard Terms and Conditions are attached;

1.1.4 "**Celbux**" means Celbux SA Proprietary Limited, registration number 2012/082237/07, a private limited liability company duly incorporated in terms of the laws of the Republic of South Africa;

1.1.5 "**Commencement Date**" means the later of –

1.1.5.1 the Signature Date of the Application Form; or

1.1.5.2 the date on which the Merchant is registered as a Merchant under the sBux Service;

1.1.6 "**Consumer Protection Act**" means the Consumer Protection Act, 68 of 2008;

1.1.7 "**Designated Products**" means the specific goods and services or categories of goods and services which the Merchant is specifically authorised and entitled to provide to NSFAS Students as indicated in the Application Form in one of the following categories namely, (i) books; (ii) food or meals and general merchandise; (iii) travel and (iv) accommodation, but specifically excluding such goods and services provided by the relevant tertiary institution at which the NSFAS Student is enrolled;

1.1.8 "**Merchant**" means the person or entity indicated as such in the Application Form;

1.1.9 "**NSFAS**" means the National Student Financial Aid Scheme, a statutory body established in accordance with the National Student Financial Aid Scheme Act, 56 of 1999;

1.1.10 "**NSFAS Students**" means those persons who have been granted financial assistance by NSFAS for purposes of and pursuant to enrolling and completing studies at tertiary institutions and to whom NSFAS Vouchers are made available;

1.1.11 "**NSFAS Vouchers**" means NSFAS payment vouchers underwritten by NSFAS under the sBux Service and made available to NSFAS Students for purposes of acquiring Designated Products;

1.1.12 "**Parties**" means the parties to this Agreement, being the Merchant and NSFAS and "Party" shall be a reference to any one of them;

1.1.13 "**sBux Service**" means the sBux cell phone payment solution provided for NSFAS by Celbux in terms whereof payment for goods and services are facilitated by Celbux through electronic communication services between NSFAS Students and Registered Merchants on the basis set out in the sBux Terms and Conditions;

1.1.14 "**sBux Terms and Conditions**" means the terms and conditions applicable to the sBux Service as amended and published by Celbux from time to time. A copy of the current sBux Terms and Conditions is attached hereto;

1.1.15 "**Signature Date**" means the date of signature of the Application Form and the Standard Terms and Conditions; and

1.1.16 "**Standard Terms and Conditions**" means these standard terms and conditions.

1.2 In this Agreement

1.2.1 clause headings and the heading of this Agreement are for convenience only and are not to be used in its interpretation;

1.2.2 an expression which denotes -

1.2.2.1 any gender includes the other genders;

1.2.2.2 a natural person includes a juristic person and vice versa;

1.2.2.3 the singular includes the plural and vice versa;

1.2.3 a Party includes a reference to that Party's successors in title and assigns allowed at law; and

1.2.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

1.2.5 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day (any day other than a Saturday, Sunday or a South African public holiday), the next succeeding business day.

### **2 COMMENCEMENT AND DURATION**

This Agreement will commence on the Commencement Date and will continue indefinitely unless otherwise terminated by either Party on 1 (one) calendar months' notice or otherwise in writing.

### **3 MERCHANT REGISTRATIONS**

3.1 NSFAS hereby appoints the Merchant as a Registered Merchant.

3.2 In order to receive payments and to be able to utilise and transact under the sBux Service, the Merchant is required to also register as a Registered Merchant with Celbux in relation to the sBux Service.

3.3 The conclusion of this Agreement does not constitute registration of the Merchant as a Registered Merchant by Celbux.

3.4 The Merchant will be bound by the sBux Terms and Conditions for as long as it is a Registered Merchant in terms of this Agreement.

3.5 Once registered by Celbux as a Registered Merchant for purposes of the sBux Service, the Merchant will subject to the provisions of this Agreement, be entitled to use the sBux Service in order to receive payments for Designated Products provided to NSFAS Students.

### **4 PAYMENTS AND CHARGES**

4.1 The Merchant will only be entitled to receive payment for Designated Products provided to NSFAS Students, where payment has been made in the form of NSFAS Vouchers.

4.2 The Merchant undertakes to accept NSFAS Vouchers as a form of payment for the Designated Products.

4.3 The Merchant will only be entitled to receive payment from NSFAS–

4.3.1 for Designated Products actually provided to NSFAS Students by the Merchant and not for any other goods and services provided by the Merchant to the NSFAS Student;

4.3.2 if it processes the relevant transaction in the manner prescribed by Celbux and the sBux Terms and Conditions; and

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4.3.3 only to the extent that the NSFAS Voucher number has been provided by the NSFAS Student to the Merchant.

4.4 The Merchant shall be entitled to receive payment of all transactions where NSFAS Vouchers (whether in whole or in part) have been presented by NSFAS Students as payment for Designated Products and the receipt of payment by the Merchant shall constitute full and complete discharge of NSFAS' obligation to make payment to Merchants for NSFAS Vouchers accepted by the Merchants.

4.5 The payment referred to in clause 4.4 shall be made by NSFAS to the Merchant via electronic funds transfer ("EFT") payment within 48 (forty eight) hours of the Merchant specifically requesting such EFT payment through the sBux Service, subject to the relevant financial institutions payment and transaction processing procedures. NSFAS shall not be liable for any delay in the Merchant receiving payment for whatsoever reason.

4.6 It is recorded that, set out in the sBux Terms and Conditions, the Merchant will be obliged to pay a commission to Celbux on all transactions concluded via the sBux Services. Celbux and/or NSFAS shall deduct the commission and credit the Merchants' sBux account with the balance. For the avoidance of doubt the Merchant's sBux account shall be credited with the amount paid by the NSFAS Student for the transaction less the commission payable by the Merchant to Celbux.

4.7 NSFAS may also be entitled to share in the sBux commission referred to in clause 4.6.

4.8 Should any goods purchased by the NSFAS Student from the Registered Merchant be returned for whatsoever reason, the Merchant must provide the NSFAS Student with replacement goods which are the same or substantially similar to the returned goods or, if this is not possible, to reverse the relevant transaction by restoring the value of the NSFAS Vouchers used in the transaction in accordance with the sBux Terms and Conditions. The Merchant must notify NSFAS of any such reversal. The value of any such reversal shall be deducted from the amounts payable to the Merchant in terms of clause 4.4.

4.9 In the event of a dispute as to the amount due to the Merchant referred to in clause 4.4, then such dispute shall be determined by an independent firm of chartered accountants, acting as experts and not as arbitrators, agreed to by the Parties and failing such agreement being reached within 5 (five) business days after the dispute arising, by the Chairman of the Institute of Chartered Accountants.

## **5 DESIGNATED PRODUCTS**

5.1 The Merchant shall only be entitled to supply and the NSFAS Student shall only be entitled to purchase, for purposes of this Agreement and the sBux Service, Designated Products.

5.2 Where a NSFAS Student wishes to acquire goods and services from the Merchant other than the Designated Products, the NSFAS Student will be required to pay for such goods and services in cash or on such other basis as the Merchant may determine, but the Merchant may not accept NSFAS Vouchers.

5.3 Where the Designated Products are a category of goods and/or services then the Merchant shall only allow the purchase of goods and/or services which clearly fall within the relevant category or can reasonably be regarded as falling within that category.

5.4 NSFAS will, from time to time be entitled to specifically exclude certain goods and/or services or categories of goods and/or services as Designated Products. The following goods in particular are specifically excluded and can never be regarded as Designated Products –

5.4.1 cigarettes or any form of tobacco products;

5.4.2 alcohol products including wine, spirits or beer;

5.4.3 any form of gambling products including, but not limited to lottery tickets; and

5.4.4 air-time or any form of prepaid voucher or other device providing for access to or the use of an electronic communication service.

5.5 NSFAS may also prescribe from time to time an allowable list of particular Designated Products which fall within a particular category of Designated Products.

5.6 NSFAS may alter, increase or reduce the description, list of or category of Designated Products contemplated in this Agreement at any time on written notice to the Merchant. Any such changes will take effect 5 (five) business days from the date of such written notice.

## **6 MINIMUM STANDARDS**

6.1 All Designated Products must comply with and be provided in accordance with all applicable laws in South Africa. Under no circumstances must Designated Products be provided to NSFAS Students where such Designated Products do not comply with all such applicable laws.

6.2 NSFAS will be entitled from time to time to prescribe minimum standards for certain Designated Products and/or categories of Designated Products and the Merchant must ensure that the Designated Products comply with such prescribed minimum standards.

## **7 LIMITATIONS ON SPENDING**

7.1 NSFAS shall from time to time be entitled to place limits on the amount that can be spent by NSFAS Students –

7.1.1 on a particular Designated Product or a category of Designated Products;

7.1.2 in respect of a particular period, in respect of Designated Products; or

7.1.3 at the Merchant generally.

7.2 NSFAS will notify the Merchant of any applicable limits in writing from time to time and the Merchant must ensure that these limits are not exceeded.

## **8 OBLIGATIONS OF MERCHANT**

8.1 The Merchant acknowledges that the promotion and supply of Designated Products to NSFAS Students is subject to the provisions of the Consumer Protection Act and the Merchant undertakes and warrants that it will comply with the provisions of the Consumer Protection Act in relation to the promotion and supply of Designated Products. Without limiting the generality of the foregoing, the Merchant undertakes in particular –

8.1.1 to ensure that all Designated Products are of a quality that consumers are reasonably entitled to expect;

8.1.2 the price as well as terms and conditions on which Designated Products are supplied to NSFAS Students must be the same as those provided to other customers of the Merchant;

8.1.3 to provide NSFAS Students with sales records as contemplated in section 26 of the Consumer Protection Act and to retain a copy (or record of the content thereof) for a minimum period of 5 (five) years; and

8.1.4 to accept the return of any Designated Products which the Merchant is lawfully required to accept the return of and to notify NSFAS of such returns.

8.2 The Merchant shall not -

8.2.1 provide credit to any NSFAS Student in relation to the supply of any Designated Products;

8.2.2 provide cash to NSFAS Students in exchange for vouchers presented;

8.2.3 exchange NSFAS Vouchers for any other goods and services or another form of consideration other than for Designated Products;

8.2.4 provide any cash refunds to NSFAS Students for Designated Products returned; and

8.2.5 charge a NSFAS Student who presents a NSFAS Voucher as tender for payment for Designated Products, any fee or commission or other form of consideration for accepting the NSFAS Voucher.

8.3 The Merchant shall be obliged to take all reasonable measures to detect and prevent any abuse or circumvention of the terms of this Agreement, the sBux Terms and Conditions and generally the use of the sBux Service other than in the manner intended.

8.4 The Merchant will notify NSFAS and Celbux in writing immediately if it becomes aware of any suspected abuse or circumvention as contemplated in clause 8.3.

8.5 All transactions concluded between NSFAS Students and the Merchant must be conducted lawfully and on an arm's length basis. Under no circumstances must the Merchant allow any fraudulent transaction or any form of corrupt practices to occur in relation to transactions concluded between the Merchant and NSFAS Students.

8.6 Merchant shall provide to the auditors of NSFAS (that are bound to Merchant on terms reasonably acceptable to Merchant to protect its confidential information) access at any reasonable time, as prearranged with Merchant, to the records of Merchant pertaining to the sBux Service for the purpose of performing audits thereof to the extent necessary to verify the accuracy of the reports provided by and to the Merchant and the amounts charged to and paid by NSFAS under this Agreement.

8.7 Merchant shall provide such assistance to the auditors as may reasonably be required to permit them to carry out the audits. Merchant will not be obliged to provide access to information of any third party. NSFAS will ensure that audits will be performed in such a manner so as not to interfere with Merchant's business. The content and findings of the audit report shall be treated as the confidential information of both Parties and the findings therein shall be discussed in good faith. The costs of audits shall be for NSFAS account.

8.8 Nothing contained herein shall prevent NSFAS from disclosing any Transaction Data or the content and findings of any audit report with any Governmental Body to which NSFAS is accountable.

## **9 EXCLUSION OF LIABILITY AND INDEMNITY**

9.1 The Merchant shall be liable for and hereby indemnifies NSFAS against all loss, liability, damage or expense of whatever nature which NSFAS may suffer (including, but not limited to, any claims by NSFAS Students or any third party) as a result of the failure by the Merchant to perform any of its obligations in terms of this Agreement including, without limitation, any loss or damage caused by or arising from -

9.1.1 any loss suffered by NSFAS Students in relation to the Designated Products or the supply thereof by the Merchant;

9.1.2 any failure by the Merchant to comply with the provisions of the sale or supply transactions concluded with the NSFAS Students;

9.1.3 the acts or omissions of the Merchant's agents, representatives and/or sub- contractors; 9.1.4 the failure by the Merchant to comply with the sBux Terms and Conditions; and/or

9.1.5 any breach by the Merchant of any of the warranties given by or obligations imposed on the Merchant in terms of this Agreement, save, in each case, to the extent that such loss or damage was caused by or arose from the negligence or willful misconduct of NSFAS.

9.2 The indemnities provided by the Merchant in terms of this clause 9 includes all costs and damages that may be suffered by NSFAS, including all legal costs (on an attorney and own client scale) that may be incurred by NSFAS in order to defend any claims and/or to engage in litigation.

## **10 BREACH AND TERMINATION**

If the Merchant commits a breach of the provisions of the sBux Terms and Conditions and clauses 4 to 8 (both inclusive), which breach will be considered a material breach, NSFAS will be entitled to immediately terminate this Agreement, without prejudice to its rights to claim damages or any other remedy to which it may be entitled in law.

## **11 CONSEQUENCES OF TERMINATION**

11.1 Upon the termination of this Agreement for any reason, the Merchant will –

11.1.1 cease to be authorised to be a Registered Merchant under this Agreement and shall cease to be authorised to provide Designated Products to NSFAS Students and shall not be entitled to hold itself out to be a Registered Merchant of the Designated Products; and

11.1.2 be liable to be removed as a Registered Merchant under the sBux Service and NSFAS shall be entitled to request Celbux to remove the Merchant as a Registered Merchant under the sBux Service.

## **12 GENERAL**

12.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

12.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

12.3 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

12.4 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12.5 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

12.6 Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Merchant without the prior signed written consent of NSFAS, save as otherwise provided herein.

## **CELBOX TERMS AND CONDITIONS**

### **1. THE AGREEMENT**

These Terms and Conditions ("Agreement" or "Merchant Agreement") are the contract ("this Agreement") between you, the Merchant, and Celbox that apply to your use of the sBux Mobile Payment Solution according to the permitted activities set out in this Agreement ("the Service").

This Agreement affects your rights and you should read it carefully and make sure that you have acquainted yourself with its contents. We encourage you to print the Agreement or copy it to your secure storage facility for your future reference.

By using the Service you will be deemed to have agreed with the terms and conditions contained in this Agreement unless you are required to positively affirm your agreement, in which case you will be expected to signify such acceptance through sending a message to the short-code that will be notified to you from time to time with the word "agree" in the message to confirm your acceptance, after which you will receive your password which will enable your use of the Service.

These terms and conditions might be updated or amended in the future and you will be notified accordingly. Your further use of the Service following the amendments will be deemed to be your consent to the amended conditions unless you are required to positively affirm your agreement, in which case you will be expected to signify such acceptance through sending a message to the short code that will be notified to you from time to time with the word "agree" in the message to confirm your acceptance. If you do not agree, Celbox reserves the right to suspend your use of the Service until the acceptance confirmation is sent after which the account may be reactivated.

For more information about how the Celbox Mobile Banking Solution works, you are encouraged to read the information made available on the site [www.celbox.com](http://www.celbox.com) and acquaint yourself with the relevant information.

In this Agreement, "you" or "your" means the Merchant registered as contemplated in below. A "Celbox Client" is a reference to any person or entity who makes use of the Celbox Mobile Banking Solution. "Celbox", "we" or "our" will refer collectively to Celbox SA Proprietary Limited and its subsidiaries, affiliates, directors, officers, employees, agents and contractors. This Agreement will be deemed to apply as between you and Celbox on the basis set out below.

### **2. BECOMING A SBUX MERCHANT**

There are several categories of sBux Merchant.

#### Categories of Merchant

*Informal Merchant is a merchant using a mobile handset that has no data functionality.*

*Formal-informal Merchant is a merchant using a mobile handset with data capability.*

*Formal Merchant is a merchant which makes use of a cash register that has either direct or indirect instant data connectivity.*

#### **Merchant Registration**

This occurs when the National Student Financial Aid Scheme, a statutory body established in accordance with the National Student Financial Aid Scheme Act 56 of 1999 ("NSFAS") first registers you as part of its exclusive merchant base to participate in its payment distribution program by way of NSFAS Vouchers. NSFAS has contracted with Celbox to use the Service as a secure method of distributing voucher benefits to its intended beneficiaries being students enrolled at tertiary institutions in South Africa who receive financial assistance from NSFAS ("NSFAS Students"). The registered

merchants can include any of the categories of merchants described herein.

Such registration will be completed when you are registered as a sBux Merchant in the manner described herein.

#### **Registration of Merchants**

**Informal Merchants** become registered on the Celbox platform for the Service by providing a mobile number to NSFAS after which a password will be sent via SMS from Celbox to the Informal Merchant to activate the account.

**Formal-informal Merchants** become registered on the Celbox platform for the Service in the following ways:

a. By providing a mobile number to NSFAS after which a password will be sent by Celbox to the Formal-informal Merchant via SMS to activate the account; or

b. By submitting a Formal-informal Merchant name and an email address to NSFAS after which a password will be sent by Celbox to the Formal-informal merchant via e-mail to activate the account.

**Formal Merchants** become registered on the Celbox platform as follows:

a. By submitting a Formal Merchant name and an e-mail address to NSFAS after which a password will be sent by Celbox to the Formal Merchant via e-mail to activate the account;

b. Once registered, a Formal Merchant is required to download an enabling software application provided by Celbox to interface with the Celbox platform which will prompt you to activate either (at the election of the Formal Merchant) -

i. a designated hotkey to the chosen single cash register that has the capability for continuous online connection, or

ii. a designated network server that has the capability for continuous online connection and the ability to activate a Formal Merchant chosen hotkey for all cash registers within that network.

#### **Registration – Non-registered Merchants**

For purposes of the Service no Non-registered Merchants will be permitted.

#### **Payments**

Registered Merchants receive payments from NSFAS Students by the NSFAS Student verbally providing the NSFAS Voucher number to the Registered Merchant as payment for goods and services provided to the NSFAS Student.

### **3. MERCHANT COMMISSION**

A Merchant shall pay a percentage of all receipts (cash or vouchers) from NSFAS Students to NSFAS. Registered Merchants will pay a commission of 3% (unless otherwise advised in writing by Celbox).

### **4. REVERSAL AND CHARGE BACK**

a. A NSFAS Student may receive a charge back for a purchase made from a Registered Merchant by way of receiving a reversal, in part or in full, of the transaction value from Celbox, provided that the reversal is on instruction from the Merchant. The reversal will be in the form of the same NSFAS Voucher type to the NSFAS Student;

b. A reversal requested by the Merchant on the sBux platform will be dependent upon the Merchant having sufficient funds in the Merchant Celbox account at the time to enable Celbox to effect the said reversal;

c. To the extent that sBux charged commission on the said transaction, Celbox undertakes to reverse not only the amount received by the



National Student Financial Aid Scheme

Merchant but also the commission charged by Celbux to the Merchant, to the Celbux Client instructed by the Merchant.

## 5. WITHDRAWALS FROM YOUR ACCOUNT

a. You may withdraw from your merchant account by requesting an electronic funds transfer ("EFT") to any bank account of your preference with no charge being made by Celbux for the outgoing transfer;

b. You shall also have the option to initiate a daily automated sweeping of the respective merchant account to a bank account of your preference with no charge being made by Celbux for the outgoing transfer.

## 6. SUPPORT

A Merchant will have access to the entire suite of Celbux support hosted on the Celbux platform which shall include but not be limited to:

- a. Periodical reports;
- b. Reconciliations;
- c. Balance and statement enquiries; and
- d. Online query support.

## 7. ADDITIONAL FEATURES AND BENEFITS

Free instant access to the Celbux Mobile Banking Platform as further described in this Agreement.

## 8. NO LIABILITY

The transaction for the provision of goods, services ("Supply") or other matters between the Merchant and NSFAS is contracted between you and the NSFAS Student and the agreement concluded between you and NSFAS and no liability attracts to Celbux in respect of those transactions and agreements. Celbux accepts no liability for the legality, quality, completeness, suitability or fitness for purpose of any Supply.

## 9. CELBUX MOBILE BANKING SOLUTION

The Celbux Mobile Banking Solution operates through the network facilities provided to you or the NSFAS Student who is the user of a mobile telephone number which is captured within the Celbux Mobile Banking Solution platform. This agreement and the use of the Services does not modify or replace the terms of any agreement applicable between you and your respective mobile or other network service provider ("Carrier").

By using the Service you warrant that you are authorised to use the Carrier services applied to access or maintain the Service and to incur service charges of the Carrier to your account for the network service used to access the Service and hereby indemnify Celbux against any claim for any unauthorised use of network services accessed by you in the use of the Service. Celbux bears no responsibility or liability for network failure, uncompleted transactions as a result of network disruption or delay, or the unavailability of service at any time.

## 10. PRIVACY

Celbux undertakes that it will comply with all applicable laws regarding privacy in the provision of the Service.

## 11. CREDIT FACILITIES

You can only apply the value contained in your account for the Service. The Service does NOT include the provision of credit facilities and if you attempt to utilise more than the value available in your account, the attempted transaction will be refused and will be a breach of this Agreement. Attempts to utilise more value than the value available in your account may be punishable by criminal prosecution. It is your responsibility to be aware of the amounts available to you in your

account and in the case of uncertainty, to request your balance by sending a request to Celbux in this regard.

## 12. CARRIER RELATED CHARGES

The Carrier related charges, if any, involved in utilising the Service are governed by the terms of your package or other contractual arrangements with your Carrier. You are liable to pay the charges or related charges for the use of your cash register or mobile device in utilising the Service.

## 13. CELBUX CLIENT (MERCHANT) INFORMATION

You agree to provide true, accurate and complete information to utilise the Service and to maintain and promptly update your information as applicable. You agree not to impersonate any other person or use a name that you are not authorised to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Celbux has the right to terminate your use of the Service and Celbux, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You authorise Celbux, directly or through third parties, to make any inquiries we consider necessary to validate your registration details.

## 14. PROHIBITED TRANSACTIONS

You agree that you will not use the Service to accept or receive payment for illegal products or services, including but not limited to materials that infringe the intellectual property rights of third parties. You will not use the Service, the Celbux website or any of the services offered therein for any unlawful or fraudulent activity. If Celbux has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Service may be suspended or terminated. You will cooperate fully with Celbux to investigate any suspected unlawful, fraudulent or improper activity.

## 15. PASSWORDS

You may not reveal your account password. You may not use anyone else's password. Celbux is not responsible for losses incurred by you or NSFAS Students as a result of their misuse of passwords, including but not limited to incorrect password insertion when required or losses suffered as a result of the password being obtained (whether legally or illegally) by third parties. The correct use of a password is your responsibility.

## 16. HACKING

If you use, or attempt to use the Service for purposes other than those provided for in this Agreement, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

## 17. INDEMNIFICATION

You agree to indemnify and hold Celbux, its affiliates, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the Service.

## 18. CHOICE OF LAW

This Agreement is governed by and interpreted under the laws of the Republic of South Africa.

## 19. TRADEMARKS

Celbux and all related logos, products and services described in this Agreement, contained in any Celbux enabled website or those of

INITIAL HERE \_\_\_\_\_



affiliated or related parties are either trademarks or registered trademarks of Celbux, or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Celbux. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Celbux and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Celbux. These Logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to Celbux or the Service. Celbux is a payment service, and no partnership, joint venture, employee employer or franchisor-franchisee relationship is intended or created by this Agreement.

## 20. MISCELLANEOUS DISCLAIMERS

- a. Any verification of Celbux Clients and Merchants is only an indication of increased likelihood that a Celbux Client or Merchant's identity is correct. Celbux shall not be responsible for any fraud, deception or misrepresentations by Celbux Clients or Merchants, whether or not the Celbux Client or Merchant is verified;
- b. Celbux will not have any liability in connection with any unauthorised interception or use of data relating to you or the Service; any inability by you to use or access the Service for any reason; any actions or transactions by an individual that uses your user name and password with or without your consent or any cause over which Celbux does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers;
- c. The Services are hosted on the Google platform and Google Cloud.

## 21. LIMITATION OF DAMAGES

In no event shall Celbux be liable (a) for damages caused other than by intentional misconduct or (b) for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to your use of or inability to use the Service, even if Celbux has been advised of the possibility of such damages. In no event shall Celbux be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software including Google services) or any circumstances beyond its control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or any other utility services).

## 22. SECURITY FEATURES

Celbux will use its best endeavours to ensure the security of its platform and its transmission of data. However, Celbux does not guarantee that data transmitted is always secure and/or will not be intercepted by third parties.

## 23. ASSIGNMENT

This Agreement may be assigned by Celbux, but not by you.

- 1 As referenced in the NSFAS Terms and Conditions

## DOCUMENTS TO INCLUDE WITH THIS APPLICATION

- A fully completed application form
- An official letter, on your company letterhead, indicating to whom authority is delegated (and in which capacity), to register and transact on the Celbux system on the company's behalf. We will need this letter duly authorised and also to indicate the person's ID number, certified copy of ID document), as well as the email address to which we can send the verification/authentication email.
- Signed Terms and Conditions
- Proof of a valid South African bank account (Bank Form attached) – cannot be older than 3 months.
- Proof of trading address
- Certified copies of a South African Identification Documentation for ALL members
- Certified copy of a business/trading license (Food businesses only)**If you are a business, also supply:**
- Please also send detailed information on the device you will use for sBux (cell phone, internet device such as a tablet/pc, integrated POS, online store, etc)
- Please also indicate how many stores/branches and where they are located, and how many tills (POS) in each store

**SAMPLE LETTER TO INCLUDE WITH APPLICATION PACK**

(Insert date)

TO WHOM IT MAY CONCERN

Authority is hereby duly delegated to (insert full name), ID number (insert ID), as the (insert job title) for the company.

He/she is duly authorized to transact using sBux on the company's behalf (authenticate the account, receive passwords, generate passwords, view reports, etc.).

Email of the authorized person: (insert)

A certified copy of his/her ID is hereby attached.

(Insert authorized signatory/ies – all company members/directors/partners)