SHOPRITE® Bulk Money Transfer Application Form

The completed form must be submitted with bank account confirmation & sample invoice

1. Applicant Details

Registered Name of Business _____
(Company, Close Corporation or Partnership)

Business Registration Number _____

Trading Name _____ VAT Number _____

Physical Address _____ Postal Address _____

_____ _____

_____ Code [ ][ ][ ][ ] _____ Code [ ][ ][ ][ ]

Business Email Address _____
(Primary email for the Bulk Money Transfer system activation and correspondence)

2. Details of Primary Representative

Title (Mr/Mrs/Ms/Other) _____ Initials _____

Names _____ Surname _____

Telephone _____ Fax _____

Cell _____ Email Address _____

Designation _____

3. Details of Secondary Representative (OPTIONAL)

Title (Mr/Mrs/Ms/Other) _____ Initials _____

Names _____ Surname _____

Telephone _____ Fax _____

Cell _____ Email Address _____

Designation _____

4. Signature on behalf of Applicant

I hereby confirm that all details supplied above are true and correct. I acknowledge that I have read and understand the terms and conditions attached to this application form and undertake on behalf of the applicant to abide by the rules governing the Shoprite Checkers Bulk Money Transfer Service as appear on the reverse side hereof. I warrant that I am duly authorised to make this application on behalf of the applicant and that the applicant has the necessary legal capacity to enter into an arrangement with Shoprite Checkers as envisaged.

Signed at _____ on _____ / _____ / _____
(Full address where application was signed) (day) (month) (year)

Signature on behalf of Applicant _____

Full Names of Signatory _____ Designation _____

Please email this form after completion to moneytransfers@shoprite.co.za or fax to 021 980 4050 mark attention Albie Basson

Shoprite Bulk Money Transfer Payments

Terms and Conditions

1. *Parties*

This agreement regulates the relationship between Shoprite Checkers (Pty) Ltd and its affiliates, you the Sender and the Recipients of Money through the Bulk Money Transfer Service provided to you.

2. *Definitions*

Unless the context clearly requires a contrary interpretation, the following terms where used in this agreement shall have the following meanings:

2.1. "We/us" refers to Shoprite Checkers (Pty) Ltd.

2.2. "Bulk Money Transfer Service" means the service regarding the payment of multiple Money transfers that we provide to Senders and Recipients in terms of these terms and conditions.

2.3. "Sender" refers to the person or legal entity who instructs us to transfer multiple Money transfers to individual Recipients.

2.4. "Beneficiary/Beneficiaries" refers to the person who collects that Money from us.

2.5. "Money Transfer reference Number" refers to the individual number that we will allocate to the various beneficiaries specified by the Sender to identify his/her instruction to transfer Money to.

2.6. "PIN" means the secret personal identification number associated with a particular Money transfer that we will send via SMS to the intended beneficiary in order to allow him/her access to the Money.

2.7. "Money" refers to the principal amount of money the Sender instructs us to send to each Recipient.

2.8. "Money Market Kiosk" refers to any one of the financial services counters or any other counters where the Money Transfer Services are provided by us.

2.9. "Identification Document" means a barcoded South African identity document issued by the appropriate governmental authority.

2.10. "Receipt Voucher" refers to the slip that we give the Recipient to confirm his/her receipt of the Money.

2.11. "Service Desk" means our help desk with telephone number as may be published by us from time to time, at which Senders and Recipients may contact us for assistance with the services

2.12. "Support Hours" means the periods from 8h00 to 16h30 on weekdays.

2.13 "Transaction Order" refers to the order submitted by the Sender to confirm his/her instructions.

3. *Status and Changes*

3.1. These terms and conditions will be incorporated into and regulate all transfers of Money which a Sender makes using our Bulk Money Transfer Services and will become binding upon a Sender in respect of each such transfer from the moment of a Sender instructing us to transfer Money to nominated beneficiaries. To the extent that these terms and conditions relate to beneficiaries, these terms will also become binding on a Beneficiary as from the moment of such beneficiary receiving the Money from us.

3.2. We may change these terms and conditions at any time without notification. Changes to these terms and conditions will be effective as against Senders in respect of all Money transfers initiated after such changes have been incorporated into these terms and as against Beneficiaries in respect of all Moneys paid out by us after such changes have been incorporated into these terms.

3.3. When the Sender deposits funds into our bank account it will constitute conclusive proof of his/her instructions to us and his/her intention to be bound to these terms and conditions

3.4. When a Beneficiary enters the PIN it will constitute conclusive proof of his/her intention to be bound to these terms and conditions insofar as they may relate to Beneficiaries.

4. *Bulk Money Transfers*

4.1. You, the Sender, appoint us to pay the Money to multiple Beneficiaries who present to us the Money Transfer Number, the PIN and a green barcoded Identification Document. When a person presents the Money Transfer Number and the PIN, we will assume that it is someone you, the Sender, have authorised to receive the Money and, subject to these terms and conditions, we will pay the Money to such person, unless the Money has been paid out already.

4.2. In order for us to process a Money Transfer instruction and to pay out the Money we will require certain information from each Sender and each Beneficiary. Each Sender and each beneficiary confirms and warrants that the information s/he provides to us in this regard is true and correct in all respects.

4.3. The Sender agrees that we require 5 (Five) business days from the date of receipt of the Bulk Money Transfer instruction/request to activate and to transfer the Money to the Beneficiaries.

4.4. In the event that the Sender's Bulk Money Transfer instruction fails to upload or to pass our validation process, we will inform the Sender as soon as reasonably possible in order to request further/better instructions.

4.5. After successfully loading a Bulk Money Transfer instruction, we will inform each of the Sender's intended Beneficiaries that the Money is available for collection at our Money Market Kiosks and their unique PIN and Money Transfer Number via SMS (short message service) to the Beneficiaries cellphone number provided by the Sender.

4.6. If a Sender decides that s/he wants to prevent the pay-out of the Money to anyone, s/he may contact our Service Desk during Support Hours and request that such Money transfer be placed on hold. We will require the correct identity number and Money Transfer Number from the caller prior to complying with such request. Following receipt of such request, we will endeavour to prevent the Money from being paid out to anyone, unless required to do so by law.

4.7. No refunds will be allowed to the Sender. This includes refund requests in the event that the Money was not collected by the nominated Recipient.

4.8. The instruction value of Bulk Money Transfer services are not limited, although current legislation limits the value that Beneficiaries are able to withdraw to R5,000 (Five Thousand Rand) per Beneficiary per day and to R25,000 (Twenty Five Thousand Rand) per Recipient per month.

4.9. Beneficiaries may not insist on part payment of the Money at any time and we will not be obliged to pay out the Money to any Beneficiary who fails or refuses to provide us with the PIN, the Money Transfer Number and a green barcoded Identification Document, or who refuses to sign the Receipt Voucher or to be bound by these terms and conditions. Each Beneficiary, by presenting a PIN and Money Transfer Number, warrants that s/he is entitled to use the PIN and to receive the Money involved.

4.10. The Sender acknowledges that we may be obliged to pay out the Money to a person other than the intended Beneficiary in the event of being required to do so by law or court order.

4.11. Each Sender acknowledges that we may in our sole discretion suspend the payment of the Money involved in any particular transfer at any time, in particular if we become aware of any suspicious circumstances surrounding a transfer. If a Sender or intended Beneficiary becomes aware of such suspension, s/he may contact us at our Service Desk during Support Hours for clarification.

5. *PINs and Money Transfer Numbers*

5.1. When a Sender instructs us to transfer Money, we will assign a Money Transfer Number and PIN to each registered Beneficiary.

5.2. It is the Beneficiary's responsibility to keep his/her Money Transfer Number and PIN secret.

5.3. No Beneficiary should ever disclose his/her PIN to any other person, especially not to members of our staff.

5.4. If a Beneficiary loses or forgets his/her PIN s/he may request a new PIN at any Money Transfer Kiosk. The Beneficiary will need to provide us with the Money Transfer Number, his/her green barcoded Identification Document together with a copy thereof and his/her cellphone number. If the Beneficiary's cellphone number is not the same as the one provided to us during the Bulk Money Transfer Services registration process, the intended Beneficiary must visit any Money Market Kiosk and provide his green barcoded Identity Document. The cellphone number change request will be sent to Shoprite's head office, who will do a pin reset to the Beneficiary's new cellphone number, after the validation process is completed.

5.5. If the Beneficiary's cellphone number is not the same as the one provided to us during the Bulk Money Transfer Services registration process, we will not be able to give the Beneficiary a new PIN unless the Beneficiary personally conducts a cell phone number change request in store at one of our Money Market counters.

6. *Fees and interest*

6.1. A Sender will be obliged to pay the applicable fees for a transfer of Money through our services upon initiating such transfer. The applicable fees will be as communicated to the Sender by us when s/he initiates such transfer. All such fees are non-refundable.

6.2. Senders and Beneficiaries agree that the Money Transfer Service is not a bank account and that neither Senders nor Beneficiaries are entitled to receive any interest on the Money for the period that the payment of the Money to a Beneficiary remains pending, irrespective of the duration thereof.

7. *Statements & Irregularities*

7.1. Each Sender agrees that we will not be obliged to provide him/her with a regular or periodic statement of account in respect of the Bulk Money Transfer Services rendered to him/her or the Money paid to us.

7.2. Senders are responsible for reporting any irregularities regarding his/her use of the Bulk Money Transfer Services, including the loss of a PIN or the unauthorised disclosure or use of a PIN and Money Transfer Number, to our Service Desk. In such event, a Sender may request us to place the payment of any Money involved on hold in terms of Clause 4.5 of these terms.

8. *Notices*

8.1. We will send all notices required by law and by this agreement to the address a Sender indicates on his/her personal profile when registering for Bulk Money Transfer Services and the Sender agrees to receive such notices at such address. Senders agree to inform us of changes to the information in his/her personal profile before a new transfer of Money is initiated.

9. *Personal information*

9.1. Each Sender and Beneficiary acknowledges that in order to be able to deliver the services and to ensure the continuation of the services we may need to share his/her personal information and the information about Money transfer instructions with the authorities and with third parties who assist us to render the services as well as with other financial institutions in the event of a transfer of the services and each Sender and Beneficiary therefore agrees to us disclosing such information to such persons and entities.

9.2. Each Sender and Beneficiary hereby also authorises us to utilise his/her personal information for any commercial or marketing purposes and agrees to receive such commercial communications as we or they may deem relevant from time to time during the term of this agreement and thereafter.

9.3. Each Sender and Beneficiary hereby waives any claim against us in respect of such disclosures and use, and indemnifies us against any loss or liability as a result of the execution of the authorisation that is granted to us herein.

10. *Availability*

10.1. Senders acknowledge that the Bulk Money Transfer Service may at times not be available for various reasons and that we have the discretion to suspend the Bulk Money Transfer Services from time to time. We also reserve the right in our absolute discretion and without notice to alter, modify, upgrade, update or withdraw the Bulk Money Transfer Service or any part thereof at any time.

10.2. The Sender and/or any intended Beneficiary agree that we will not be liable for any losses, expenses or damage incurred by them for such unavailability of the Bulk Money Transfer Services and each Sender and/or Beneficiary indemnifies us against any claim for such losses, damages or expenses incurred by any third party as a result of such unavailability.

11. *Liability*

11.1. Shoprite Checkers (Pty) Ltd and its affiliates, nor the representatives, employees or directors of any of them shall be responsible or liable for any direct, general, intrinsic, indirect, special, extrinsic, punitive or consequential injury, loss, expense or damage of any kind whatsoever (including arising from contract, statute, delict (including from negligence or gross negligence) or otherwise) suffered or incurred by any Sender or Beneficiary as a result of using the Bulk Money Transfer Service for any reason whatsoever.

11.2. Each Sender and each Beneficiary hereby indemnifies us against any demand, claim or action for direct, intrinsic, general, indirect, extrinsic, special, punitive or consequential damages or order made against us by a third party relating to or in connection with his/her use or accessing of the Bulk Money Transfer Service whether such demand, claim or action was caused directly or indirectly by us for any reason whatsoever.

11.3. Each Sender warrants that the Money transfer instructions, including the Beneficiary's name and ID number, the Beneficiary's cellphone number and the value of the Money transfer, is correct.

11.4. Each Sender warrants that the Bulk Money Transfer instruction is lawful and that he/she has complied with all applicable legislation including the FICA regulations with its financial institution.

12. *General*

12.1. Each Sender and Beneficiary hereby grants us permission to subcontract, cede, delegate, assign or otherwise transfer any of our rights and/or obligations in terms of this agreement to any third party. Each Sender and Beneficiary further agrees that we do not have to inform him/her of any such cession, assignment or transfer.

12.2. A certificate signed by any of our directors will be conclusive proof of the date of publication and content of the current version of these terms and conditions and all previous versions of the terms and conditions and the pricelist containing the fees pertaining to the Money Transfer Services.

12.3. The laws of the Republic of South Africa apply to these terms and conditions as well as the relation between each Sender and Recipient and us as far as it concerns the use of the Bulk Money Transfer Service or any matter that may arise there from.

12.4. To the extent that it relates to Senders, these terms and conditions and the content of the relevant Transaction Order contain the full terms and conditions of the agreement between us and the Sender in respect of the Money transfer to which such Transaction Order relates. To the extent that it relates to Beneficiaries, these terms and conditions and the content of the relevant Receipt Voucher contain the full terms and conditions of the agreement between us and the Beneficiary in respect of the Money transfer to which such Receipt Voucher relates. No relaxation or indulgence granted by us to any Sender or Beneficiary shall in any respect prejudice our rights in terms of this agreement.