

# Online services terms of use

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Your Discovery Bank agreement is made up of:

- **Online services terms of use**
- Discovery Bank Online services terms of use
- Vitality Money terms and conditions
- Information you give us during your application, including documents you attach
- General section and Credit section of the account terms and conditions
- Privacy statement
- Pre-agreement statement and quote (the credit agreement), including your financial status declaration.

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# Online services terms of use

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## About these terms of use

Before you get going, please go through these online services terms of use. They're here to protect you when you use our website or the Discovery Bank app (our **'online services'**). If you have any questions, call us on 0800 07 96 97 or visit the **Questions** section.

Although the Discovery Bank app is free, your internet or mobile services provider may charge you for using the website or app (for example, the cost of the data you use to download and use the app). If you register with us, you might have to pay fees for some of our services.

## Use the website and app honestly

You must use our online services only for the purposes we intended such as managing your accounts.

## About the software and your mobile device

### If you've changed your mobile device settings

We designed the Discovery Bank app to work with the default iOS and Android mobile device settings according to the manufacturer's specifications and have taken all reasonable steps to apply appropriate security measures, the use of the Discovery Bank's online services may nevertheless expose you to risk. Changing your device hardware or making changes to its operating system ('rooting' or 'jailbreaking') might affect how well the app works and allow unauthorised third parties to gain access to your confidential or personal information.

### Updates to your software

Sometimes, you'll get a notice from us to update your software before you can carry on using the app. These updates aim to improve how the app works, and its security.

### Downtime

Sometimes, our website or app may be unavailable. We will use reasonable efforts to tell you about any unavailability before they happen, whenever possible if we know about them beforehand.

## How we communicate

### Usually in English

By default, these online services terms of use are in English. We also use English for documents and other communication with you. If you ask us, we can give you the following documents in Sepedi (Northern Sotho), Zulu or Afrikaans:

- These online services terms of use
- Pre-agreement statements and quotations
- Debt and enforcement notices and statements
- Any other documents required under the National Credit Act 34 of 2005.

### Usually electronically

We usually communicate with you using online services and other electronic means such as email. We store all documents and information you send to us [electronically](#). Some information might be stored with third parties who have agreed to keep your information highly secure and confidential.



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We might send you emails, SMSs, notifications or other electronic messages. We'll treat these as if you received them within 24 hours of us sending them.

When we communicate with you, we'll take all reasonable steps to protect your personal information and maintain confidentiality and information security. This includes using encryption technology.

**However, we cannot guarantee the confidentiality or security of any information you send to us by email.**

## Your user profile (when registering)

### Setting up a secure user profile

We don't want anyone besides you to have access to your accounts. When you register as a user on our website or the app, you must choose a username and password. Remember:

- You must **change your password** often for better security.
- Please refer to the section below on protecting your user profile.

### Protecting your user profile

You must protect the information you use for your user profile. Don't give anyone else access to your information, passwords or to your accounts. If you do not use the correct username and password you will not be able to access your online services.

**You are responsible for all actions taken using your username, email address and password. You agree that you will use your username and password for your personal use only and will not disclose it to any third party. You may not share your username and or password with any third party, including any third party payment agent not authorised by us.**

On devices with a suitable functionality, you may choose to use your fingerprint id verification ("touch id"), facial recognition id verification. This functionality allows you to use your fingerprints or facial recognition verification to log on to online services. For your security, it is important that you do not allow third parties access to your mobile phone using their fingerprints. When you allow a third party touch id or facial recognition verification, any fingerprint or facial id used to unlock your mobile phone can access your access; make comments and issue instructions to Discovery Bank. Discovery Bank will treat these third party fingerprints or facial ids and resultant transactions as if they were authorised by you.

## Looking after your information

### Keep your mobile device to yourself

You must take steps to prevent other people from accessing your mobile device. Tell us immediately if your device is lost or stolen so we can change the details we use to check that you are the person using your accounts. This helps to stop unauthorised people getting access to your accounts.

### Be careful of how you respond to emails

If you get an email that looks like it is from us and that asks you to give personal information or to confirm your profile information by clicking on a link, **don't click**. A 'phisher' or 'spoofer' most likely sent the email – these are people or organisations who try to access your accounts by dishonest means. Responding to phishers or spoofers puts you and your personal information at risk. **Remember, we will never ask you for your username or password in an email, sms, notification or other electronic message.**



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**We're not responsible for anything that happens if you respond to an email sent by a phisher or a spoofer or any third party and we are not responsible if you input your details on any platform or in response to any email, sms, notification or other electronic message.**

## Log off after each banking session

You must log off after each banking session. We're not responsible for any losses if you don't log off.

## Tell us if you suspect anything is wrong

If you know or even suspect that someone has access to your profile information, tell us immediately by calling 0800 07 96 97

We may then do any one or more of the following:

- Refuse to follow banking instructions we get after you call us
- Stop processing any instructions we've not yet carried out
- Stop access to online banking.

Of course, we'll let you know when we need to take any of these steps.

## We can say no

We can refuse to process an instruction or not give you access to our online services if we're not sure that the user really is you, or that the mobile device really belongs to you.

## Your personal information

### Your personal information is important

When you register, we'll ask you to agree that we can use your personal information. **You have the right to refuse** but you cannot use our online services without agreeing to share your information.

We'll do our best to protect your personal information. Our [Privacy statement](#) has strict rules about when we can and cannot share your personal information, and we promise to always follow this policy.

If you believe we have used your personal information against our policy or against the law, please contact us at once. If we can't address your concerns to your satisfaction, you can lodge a complaint with the Information Regulator. You can contact the Information Regulator on 012 406 4818 or [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za).

## When this agreement ends

### Ending this agreement

We can end this agreement at any time. The agreement will automatically end if you close your accounts with us.

### Stopping your access

We can end your access to our online services after giving you reasonable notice. We'll write to let you know the date when you can no longer use our online services. We'll carry out any instructions that you gave to us before the agreement or your access ended.

We can also end this agreement and your right to use the online services at once and without letting you know if any one or more of the following happens:

- You commit fraud or we suspect you have committed fraud
- We consider your online conduct as inappropriate



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- You break these terms of use
- Your account is closed
- The law requires us to end the agreement

We have a right but not a proactive duty to block access to your account and or suspend your account in the event that we suspect your account may be the target of any unlawful activities or cybercrime or if it is being used to perpetrate any cybercrimes and or unlawful activities.

### Using third-party services

We use 'third-party' or external suppliers to help with hosting and managing certain aspects of our online services. We aim to ensure that our sub-contractors comply with our privacy policy and widely accepted security standards, and they will be held responsible if they do not meet these standards.

For any questions about transactions with third-party suppliers, contact them directly.

### Linking to third-party websites

Our online services may have links to 'third-party' or external websites. We provide these links only for your convenience. By including links, we do not imply that we support the linked website, their business or security practices, or that we have any association with the people who run it.

We do not control linked third-party websites. We're not responsible for anything on them, including information, content, links, material, or changes.

We do not have to pay you for any damages, direct loss, or consequential loss (loss that follows from an action) if you:

- Rely on content provided by third-party websites on our online services. It may contain errors or have incomplete information.
- Give information to or receive information from any third party on our online services.

### Intellectual property in our online services

We hold the rights to all intellectual property in the content used on our online services. In other words, we hold the copyright to all information on our online services. South African and international law protects this intellectual property.

Unless we give you permission in writing, you can't copy or share the information or pictures on our website or app. If you copy, share or change any of our intellectual property, we have the right to claim money from you (known in law as damages). We can also claim for loss of profits and loss of business. If we succeed with our claim against you, you agree to pay our legal costs on the attorney and own client scale (this means our actual legal fees and money paid on our behalf).

You cannot consider anything on our online services as giving you a right to use any of our intellectual property without our written permission. This includes copyrighted materials and trademarks.

### When we have no or limited responsibility to you

#### Content and information are not advice

You understand that all content, tools and materials on our online services are for information only. You must not treat any of it as general or financial advice. Please speak to your financial adviser if you want to buy any financial services or financial products from us.



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## No guarantee about content and information on online services

We aim to make sure that the content and information on the online services is complete, accurate and up-to-date. However, we do not guarantee:

- That the products and services on our online services will meet your needs.
- The content and information on our online services is complete or accurate.

**You use the content and information on the online services entirely at your own risk.**

## We can change content on our online services

We have the right to change any content or information we provide on our online services, including products and services, and any terms or conditions relating to them. We'll inform you of important changes within a reasonable time.

## We are not responsible for your use of our online services

You are responsible for how you use our online services. We will not pay for any claims as a result of your use of our online services.

## We are not responsible for content from external sources

You accept that some of the information, content, tools or materials on our online services come from external sources. We're not responsible for any information or content that you receive from these external sources.

## Calculations are for explanation only

We're not bound by these calculations nor do they amount to advice in terms of the Financial Advisory and Intermediary Services Act. Should you require advice, kindly consult a financial adviser.

We're not responsible for any mistakes made by you in the performance of calculators or interactive tools.

## We have the right to confirm all products and services

We have the right to confirm all products and services, and any terms and conditions relating to them when we finalise transactions.

## Each part of this agreement is separate

If anything in this agreement is found to be illegal, invalid or unenforceable, then only the illegal, invalid or unenforceable part of the agreement no longer applies. The rest of the agreement will stay in place.

## South African law applies

The laws of the Republic of South Africa govern this agreement.

You agree to the authority of the South African courts to hear and make a formal judgement on a disputed matter (adjudicate) over any dispute that may arise from this agreement (this authority is known as jurisdiction).

