

# Loyalty Member Terms and Conditions

Last Updated September 2026

## 1. How these Terms and Conditions apply

- 1.1. These Loyalty Member Terms and Conditions ("**Member Terms**") are between you (the "**Member**") and Yoco Technologies (Pty) Ltd (registration number 2013/119212/07) ("**Yoco**", "**we**" or "**us**").
- 1.2. They explain how the Yoco Loyalty Channel (the "**Channel**") works, and your relationship with Yoco when you use it. They are separate from, and in addition to, the terms of any loyalty programme you join at a Yoco merchant (a "**Programme**"). Each Programme is operated by the relevant merchant under that merchant's own terms (the "**Programme Terms**").
- 1.3. By registering on a Yoco terminal or interface for a Programme, by using the Channel, or by interacting with the Yoco loyalty WhatsApp contact, you accept these Member Terms.

## 2. What the Channel is

- 2.1. The Channel is the infrastructure Yoco provides to support loyalty programmes run by Yoco merchants. It includes:
  - 2.1.1. the Yoco terminal or interface flow that allows you to register for a Programme using your mobile number;
  - 2.1.2. the tokenised reference (a "**Card Token**") that Yoco creates from your payment card so that you can be recognised on later transactions, without Yoco or the merchant storing your full card number;
  - 2.1.3. the Yoco loyalty WhatsApp contact, which is the same contact for every Yoco merchant Programme you join, and which sends you Programme messages identifying the relevant merchant by name;
  - 2.1.4. WhatsApp utility responses to balance, help and stop commands; and
  - 2.1.5. the secure infrastructure that processes earning and redemption, and that prevents fraud and abuse.
- 2.2. The Channel does not set the rules of any Programme. Each merchant decides the rules of its own Programme, including the points or rewards you earn, what you can redeem them for, whether they expire, and what they can be used to buy, within the technical parameters Yoco sets for the Channel.
- 2.3. If a payment on which you earned rewards is later refunded, the rewards you earned on that payment will be reversed. A full refund reverses all the rewards from that payment, and a partial refund reverses rewards in proportion to the amount refunded.

## 3. Eligibility

- 3.1. To use the Channel you must:
  - 3.1.1. be a natural person aged 18 years or older, or, if you are under 18, have the consent of a parent or guardian (a 'competent person' as defined in POPIA);
  - 3.1.2. hold a valid South African mobile number; and
  - 3.1.3. hold a valid payment card.

#### **4. One Channel, many Programmes**

- 4.1. The Channel is one Yoco-operated service that supports many merchant Programmes. If you join more than one Programme, you will receive messages from the same Yoco loyalty WhatsApp contact for each Programme. Each message will identify the relevant merchant by name.
- 4.2. Yoco holds, in the Channel, a record of which Programmes you have joined, the Card Tokens linked to your mobile number, and the activity needed to operate the Channel and to prevent fraud and abuse. Yoco does not combine your activity across merchants for any merchant's marketing purposes.
- 4.3. When you register for a merchant's Loyalty Programme, we share your personal information such as your mobile number with that specific merchant, so they can:
  - 4.3.1. operate their Programme, including verifying your identity and tracking your points and rewards;
  - 4.3.2. contact you about Programme matters, including notifying you if you're selected as a winner in a raffle, competition or promotion they run; and
  - 4.3.3. send you marketing about their own products and services, unless you've opted out.
- 4.4. When you register for a merchant's Loyalty Programme, we share your personal information relating to that Programme, which may include your mobile number and details such as your points balance and reward activity, with that specific merchant only, so they can operate their Programme (including contacting you about Programme matters, such as a raffle or competition) and, where permitted by law, market their own products and services to you. The merchant is responsible for complying with applicable data protection and marketing laws in how they use your information, including any rights you may have to object to or opt out of marketing.

#### **5. WhatsApp and other communications**

- 5.1. Yoco sends Channel communications to you through WhatsApp using a Yoco-operated WhatsApp Business account. Your use of WhatsApp is also subject to Meta's WhatsApp Business Terms and Privacy Policy.
- 5.2. Channel communications include:
  - 5.2.1. registration confirmations for each Programme you join;
  - 5.2.2. redemption notifications and updated balances, identifying the relevant merchant;
  - 5.2.3. responses to balance, help and stop commands you send to the Yoco loyalty WhatsApp contact;
  - 5.2.4. service, security or account messages necessary to operate the Channel; and
  - 5.2.5. promotional messages from individual Programmes (Yoco sends these on the merchant's behalf, and you can stop receiving them by replying "STOP" under clause 4.3, which will stop all WhatsApp messages from Yoco across every Programme you have joined).
- 5.3. If the Yoco loyalty WhatsApp contact cannot reach you (for example, if delivery fails), the merchant may use alternative channels permitted under its Programme Terms to communicate with you about its Programme. Yoco itself uses WhatsApp for Channel communications.

## 6. Your personal information

- 6.1. In this clause 6, "applicable data protection law" means the Protection of Personal Information Act 4 of 2013 ("**POPIA**") and any other law that applies to the processing of your personal information, and "responsible party" and "operator" include the equivalent roles under any such other law. For purposes of applicable data protection law:
  - 6.1.1. each merchant is the responsible party for personal information processed in connection with that merchant's Programme, and Yoco processes that information as the merchant's operator; and
  - 6.1.2. Yoco is the responsible party for personal information processed in connection with the Channel (including the operation of the Yoco loyalty WhatsApp contact, the management of Card Tokens, fraud monitoring, security and platform improvement).
- 6.2. Yoco's processing of your personal information is described in the Yoco Privacy Policy available on our website. The merchant's processing of your personal information for its Programme, including any information we share with the merchant, should be described in the merchant's Programme Terms or its own privacy notice.

- 6.3. You have all the rights granted to data subjects under applicable data protection law, including the right to access, correct or delete your personal information, to object to processing on reasonable grounds, and to lodge a complaint with the Information Regulator ([info.regulator@justice.gov.za](mailto:info.regulator@justice.gov.za)) or the equivalent authority under any other applicable law.
- 6.4. To exercise your rights for personal information relating to a merchant's Programme (such as your transactions, rewards or balance at that merchant), contact the merchant; and for personal information relating to the Channel itself (such as the Card Token, the WhatsApp contact, or your participation across merchants), contact Yoco at [privacy@yoco.com](mailto:privacy@yoco.com).
- 6.5. Yoco may share Channel-level personal information with service providers (including messaging, hosting and analytics partners) to the extent necessary to operate the Channel, subject to the Yoco Privacy Policy. Some of this processing may take place outside South Africa, including by Meta in respect of WhatsApp messages, in accordance with applicable data protection law.

## **7. Suspension and termination**

- 7.1. You can stop receiving WhatsApp messages from Yoco at any time as set out in clause 4.3. You remain in each Programme you have joined until you leave it under that merchant's Programme Terms.
- 7.2. Yoco may suspend or end your access to the Channel, and cancel any unredeemed rewards held in your name across all Programmes, if Yoco reasonably believes that:
  - 7.2.1. you have used the Channel or a Programme fraudulently, abusively, or in a manner that causes loss to Yoco, a merchant or another Member;
  - 7.2.2. you have provided false or misleading information; or
  - 7.2.3. Yoco is required to do so by law, a regulator, a Banking Partner or a Card Association.
- 7.3. Where reasonably practicable, Yoco will tell you about the suspension or termination and allow you to respond before taking final action, unless doing so would defeat the purpose of the action.
- 7.4. If a merchant's Programme ends, you will no longer earn rewards at that merchant. You will still be able to redeem any rewards already in your balance at that merchant on the Yoco terminal until those rewards are used or expire. The Channel itself remains available for any other Programmes you have joined.

- 7.5. Yoco may suspend or end the Channel as a whole on reasonable notice. If this happens, you will be given at least 7 days' notice during which you may redeem rewards held under any Programme that depends on the Channel.
- 7.6. Yoco may suspend or prevent you from redeeming rewards at any Programme, in respect of one Programme or all of them, where Yoco reasonably believes it is necessary to do so on fraud, abuse, security, legal, regulatory or risk grounds, or where required to do so by law, a regulator, its Banking Partners, the Card Associations or other partners. Where legally permitted and practical to do so, Yoco will tell you about the suspension or prevention and explain the reason for it.
- 7.7. You can ask Yoco to delete your information from the Channel at any time by contacting Yoco at [privacy@yoco.com](mailto:privacy@yoco.com). On doing so, you will no longer be able to participate in any Programme that relies on the Channel, but rewards you have already earned remain redeemable under the relevant merchant's Programme Terms.

## **8. Changes to these Member Terms**

- 8.1. Yoco may amend these Member Terms from time to time. The most recent version is always available on our website, and we will notify Members of any changes that have a material impact on them before those changes take effect.
- 8.2. By continuing to use the Channel after a change has been implemented, you accept the changes. If you do not accept the changes, you can stop using the Channel.

## **9. Liability**

- 9.1. Nothing in these Member Terms limits or excludes any liability that cannot lawfully be limited or excluded, including any rights you have under the Consumer Protection Act 68 of 2008.
- 9.2. Subject to clause 9.1, Yoco is not liable for any indirect, consequential or special loss arising from your use of the Channel.
- 9.3. Yoco is not the supplier of the goods or services in respect of which you earn or redeem rewards. The merchant is. Yoco is not responsible for the merchant's Programme rules, the value of rewards, the goods or services supplied, or how the merchant runs its Programme. Complaints about a Programme should be directed to the merchant.

## **10. Disputes and complaints**

- 10.1. If you have a complaint about a Programme, including the rewards, rules, merchant's marketing, or the goods or services supplied, please raise it with the merchant.

- 10.2. If you have a complaint about the Channel itself, including the WhatsApp contact, the Card Token, Yoco's handling of your personal information, or Yoco's operation of the platform, you can contact Yoco at [support@yoco.com](mailto:support@yoco.com).
- 10.3. If a complaint is not resolved to your satisfaction, you may refer the matter to the Consumer Goods and Services Ombud ([www.cgso.org.za](http://www.cgso.org.za)), the National Consumer Commission, or the Information Regulator ([info.regulator@justice.gov.za](mailto:info.regulator@justice.gov.za)), as applicable.

## **11. General**

- 11.1. These Member Terms are governed by the laws of the Republic of South Africa, and you submit to the non-exclusive jurisdiction of the South African courts.
- 11.2. If any provision of these Member Terms is held to be unenforceable, the remaining provisions will continue in full force and effect.

**END OF Member Terms**