

# Privacy Policy and App Terms of Use

**Last updated: 20 March 2021**

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**Physical:** 7th Floor, 56 Shortmarket Street,  
Cape Town, 8000, South Africa

**Postal:** Postnet Suite 303, Private Bag X3,  
Roggebaai, 8012, Cape Town, South Africa

**Directors:** KMS Maphai | C Wazen | J Fuentes |  
C Collon

**Registered Name:** Yoco Technologies (Pty) Ltd  
**Registered Number:** 2013/203377/07

visit [yoco.com](https://yoco.com)

# 1. Privacy Policy

**1. What does this policy do?** This privacy policy ("policy") contractually regulates our right to collect and use certain information of yours and your rights in this regard. Please read this policy carefully before using our "Website" at <https://www.yoco.co.za> or <https://www.yoco.com> and our "App" (the Yoco mobile application) and the services or products it may offer. For purposes of simplicity, where we refer to "App", we are referring to both the Website and the App.

**2. When does this policy apply?** You agree that this policy will apply if you access or use the App.

**3. Legally binding contract:** This policy will apply to you, and will create a legally binding contract between us, whenever you use or access our App.

**4. Are there other applicable terms?** Additional terms may also apply for specific products or services or subscriptions available through our App. If there is a conflict between these terms and the specific terms, the specific terms will apply.

**5. Changes to this policy:** Unless notice is required in terms of the law, we may change the terms of this policy from time to time in line with any changes that the law or our internal business operations require, without prior notice. The current version of this policy that applies at the time you visit and/or use our App will regulate our relationship. It is your responsibility to consider the policy each time you use our App. If you do not agree with any terms of this policy, you must stop using our App.

**6. Our commitment:** This policy is important to us. We are committed to taking steps to protect your privacy when you use our App and implementing business practices that comply with all relevant legislation, including the Protection of Personal Information Act 4 of 2013 ("POPI"). In this policy, we explain how we will use and protect your personal information.

**7. What is personal information?** If we refer to "personal information" or "information" in this policy, we mean personal information as defined in POPI. It includes, for example, your full name, surname, email address, identity number, contact details, and location.

**8. Collecting your personal information:** We collect information about you when you use our App and communicate with us. We may also collect information about you from third parties.

**9. Use of Cookies:** When you use our App, we automatically receive and record information on our server logs from your browser which may include your location, IP address, cookie information, and the page you requested. This is statistical data about browsing actions and patterns and does not identify an individual. We may also obtain information about your general internet usage through a cookie file which is stored on the hard drive of your computer. Cookies enable us to improve our service to you, estimate our audience size and usage patterns, store information about your preferences and recognise when you return to our App. We are giving you cookies. Not to eat, but to remember who you are, and make your experience even more awesome.

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Private and Confidential

**10. Links on our App:** Our App may include links to other apps or third party websites which do not fall under our supervision. We cannot accept any responsibility for your privacy or the content of these apps and websites.

**11. How we use your information:** We use your information to provide our App and services to you and generally for purposes of our relationship.

In some instances, we collect and store information about your location. We convert your IP address or mobile GPS data into a rough geo-location. We may use location information to improve and personalise our services for you. We also record where you are when you accept payments using our services. You can set your web browser to refuse cookies, but if you do this you may not be able to enjoy the full use of our App and you may not be able to take advantage of certain promotions we may run. Please note that third parties who advertise on our App may also use cookies, but we do not have access to, or control over them, and therefore cannot take responsibility for them.

### **WHAT INFORMATION**

We generally store and use the following information: your first name(s), surname, address, phone numbers, e-mail address, IP address or cookie information, location information, demographic information including your age and gender, health-related information, information from your browser including your hardware model, operating system version, unique device identifiers and any other information which we reasonably need to perform our obligations in terms of the agreement with you when you purchase or use our services. When you use our services, we also record the details of your transactions.

### **PURPOSES FOR PROCESSING INFORMATION**

We will only process adequate and relevant information to:

- perform in terms of our agreement;
- operate and manage your account;
- monitor and analyse our business;
- contact you by email, SMS, or other means to tell you about our products and services (you can always opt out from future marketing);
- form a view of you as an individual and to identify, develop or improve products that may interest you;
- carry out market research, business and statistical analysis;
- carry out audits;
- perform other administrative and operational tasks like testing our processes and systems; and
- comply with our regulatory or other obligations

The information you provide or we collect is used for the purpose of contracting with you in general, enabling you to accept payments securely and in compliance with applicable regulations; using our POS solution (that's why you're here in the first place, right?); responding to your requests for certain information, products or services; customising the content you see; communicating with you about new offers; internal reporting and development; and any other purpose for which you give your permission, or where we are otherwise permitted or required in terms of the law to use such personal information, or for some purpose in the public interest. We sometimes put all our data (yours and data from other users) together. This type of aggregate data enables us to figure out how often users access our services so that we can make Yoco more appealing and improve our services. We share this type of statistical data so that our partners also understand how often people use their services and ours, so that they, too, may provide you with an optimal experience. In addition, note that when we consider your application, we will perform criminal and credit checks on you.

**12. Right to object:** You may on reasonable grounds object to us using your information. If you object, we will stop using your information, except if the law allows its use.

**13. Lodging a complaint:** If you believe we are using your information unlawfully, you may lodge a complaint with the Information Regulator (once it has been established, if it has not already been established).

**14. Children's information and special personal information:** We do not intentionally collect or use information of children (persons under the age of 18 years) unless with consent. Our intention is to only process information of children with the consent of a competent person (someone like the parent or guardian or if the law otherwise allows or requires us to process such information).

**15. Sharing of personal information:** We respect your privacy and we hate spam as much as you do. We will keep your personal information confidential and only share it with others in terms of this policy, or if you consent to it, or if the law requires us to share it. We have trusted relationships with carefully selected third parties who perform services for us. All these service providers have a contract with us in terms whereof they have a legal obligation to secure your personal information and to use it only in a way that we permit.

**16. How secure is your information:** We are committed to implementing appropriate technical and other security measures to protect the integrity and confidentiality of your information and do so through the use of bank level security software. We protect and manage information that we hold about you by using electronic and computer safeguards such as firewalls, data encryption, as well as physical and electronic access control to our buildings. We only authorise access to information to those employees who require access to fulfil their designated responsibilities.

**17. Quality and access to your information:** We want to ensure that your information is accurate and up to date. You may ask us to correct or remove any information that you think is inaccurate, by sending an email to [legal@yoco.com](mailto:legal@yoco.com).

**18. Retention of information:** We retain information in accordance with the required retention periods in law or for legitimate business purposes. We will only retain your information for the purposes explicitly set out in this policy. We may keep information indefinitely in a de-identified format for statistical purposes. This policy also applies when we retain your information.

19. **Transborder flow of information:** We may transfer your information to foreign countries mainly for retention purposes or if our service providers are cross border or use systems cross border. If you continue to use our App, you expressly agree that we may transfer the information cross border for these purposes. We will only share information cross border with recipients who have laws similar to POPI which apply to them, or who entered into an agreement with us to include the relevant POPI principles.

20. **Security breach:** We will report any security breaches to the Information Regulator and to the individuals or companies involved. If you want to report any concerns about our privacy practices or if you suspect any breach regarding your information, kindly notify us by sending an email to [legal@yoco.com](mailto:legal@yoco.com).

## 2. Website and App Terms of Use

1. **What are these terms?** These are the "Terms" that regulate your use of our Website and App, and our relationship with you. They create a legally binding contract between us, as soon as they apply.

2. **Our "website"** is at <https://www.yoco.co.za> or <https://www.yoco.com> and our "App" is the Yoco mobile application. For purposes of simplicity, where we refer to "App", we are referring to both the Website and the App.

3. **The essential point of these Terms.** We will have no obligations to you whatsoever, we will not be liable at all for any liability, damage or loss resulting from your use or inability to use our App. You use our App at your own risk.

4. **When do these Terms apply?** These Terms will apply if you access or use our App. Don't use our App if you don't absolutely agree to these Terms. You can use our App only on these Terms.

5. **Are there other applicable terms too?** Additional terms may also apply for specific products or services or subscriptions available through our App. If there is a conflict between these Terms and the specific terms, the specific terms will apply.

6. **Changes to the App and/or these Terms.** We have the unfettered right (as far as the law allows) to suspend, change or add to our App, and to change or add to any of these Terms from time to time, at our discretion, and those changes will apply immediately when they are made.

### 7. Use of our App.

- a. You are prohibited from using our Website in the following ways:
  - i. copying our App;
  - ii. distributing any content from our App without our prior consent;
  - iii. using any technology, including but not limited to crawlers and spiders to search our App or obtain information from our Website;

- iv. framing our App or any pages;
- v. linking to our App in a manner other than through the homepage;
- vi. deep-linking to any other pages in a way that would suggest that you own the intellectual property that belongs to us;
- vii. providing us with any untrue or incorrect information; and
- viii. changing, modifying, circumventing, disabling or tampering with any part of our App, including its security features.

b. You may only use our App in the following ways:

- i. you may only use our website in accordance with the limited revocable license which we have given you and which is subject to these Terms;
- ii. the limited license referred to above does not extend to our source code of the App, software or computer program that forms part of our App; and
- iii. you may only use our App if you have the legal capacity to do so in terms of South African law.

**8. Login details, usernames and passwords.** Our services make use of login functionality so you are required to create your own account, usernames and passwords, or utilise social media integration, and you will be solely responsible for the safekeeping of those details, usernames and passwords. This means that when anyone enters your usernames and passwords (you, your employees or your spouse), we are entitled to assume that the person using the services is you. Clearly, it is in your interests to familiarise yourself with our security requirements, guidelines and procedures communicated from time to time, and follow those carefully. Inform us immediately if there has been, or if you suspect, any breach of security or confidentiality. Where you are a business, you and your employees have the same responsibilities and we have the same rights – though we expect that you will be somewhat more diligent than these bare minimum rules.

**9. Social media and other integration.** The App may allow you to create an account, profile, log in and/or share information by connecting to various social media sites or apps, including Facebook, Twitter, LinkedIn, Instagram and Google+. It is also possible to integrate with other systems and applications through our App. If you proceed to use our services in that context, then the relevant platforms' rules will also apply and you agree to such integration.

**10. Intellectual property.** All our intellectual property is ours, not yours: this means that you absolutely agree that all right, title and interest in, and to, any of our intellectual property (in its widest possible, legal and commercial sense) viewable and accessible from our App is proprietary to us, and will remain so. You will not acquire any rights of any nature in respect of that intellectual property by using our App, services or products. You also agree not to reverse engineer our App for any purpose whatsoever.

**11. Third party sites.** We may provide hyperlinks to third party websites and applications. When you access and use these third party websites, applications, products, services or business you do so solely at your own risk.

## 12. Limitation of liability.

- a. You hereby agree that, subject to applicable law, we (including our directors and/or employees) will not be liable for:
  - i. any incorrect information or images provided on our App which you relied upon;
  - ii. any internet data usage charges incurred while using our App;
  - iii. any interruption, malfunction, downtime, off-line situation or other failure of our App or services, our systems, databases or any of its components;
  - iv. any loss directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems or programming defects; and/or
  - v. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities, or any other event over which we have no direct control.
- b. You indemnify and hold us harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the above, whether due to negligence or not.

**13. Rules for sending and receiving electronic messages.** We will primarily use email and electronic notices on our App as our main communication tool for all communications relating to our services, or these Terms.

**14. Law and disputes.** These Terms will be governed by and interpreted in terms of South African laws. You consent that the Magistrates' Court will have jurisdiction even if the proceedings are otherwise beyond its jurisdiction.

**15. Getting in touch.** Please email us at [support@yoco.com](mailto:support@yoco.com) for any enquiries about our App.

**16. Legal disclosure** in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002.

- a. Site owner: Yoco Technologies Proprietary Limited (Trading as Yoco);
- b. Legal status: Yoco is a private company, duly incorporated in terms of the applicable laws of South Africa;
- c. Registration No: 2013/203377/07;
- d. Director(s): Katlego Maphai, Carl Wazen, Monica Brand Engel, Cyril Collon, Ronaldus Vollebregt;
- e. Description of main business of Yoco: Card payment systems;
- f. E-mail address: [legal@yoco.com](mailto:legal@yoco.com);
- g. Website addresses: <https://www.yoco.co.za> or <https://www.yoco.com>;

- h. Physical Address: 7th Floor, 56 Shortmarket Street, Cape Town, 8000;
- i. Postal Address: Postnet Suite 303, Private Bag X3, Roggebaai, Western Cape, 8012; and
- j. Registered Address: 7th Floor, 56 Shortmarket Street, Cape Town, 8000.