Loyalty Member Terms and Conditions

Last Updated October 2026

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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.

1.4. **Please read clauses 2.5 and 7.4 carefully.** Your rewards at a merchant will lapse (go to zero) if you do not earn or redeem them for 12 months, or 90 days after that merchant's Programme ends. We will warn you on WhatsApp before this happens.

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, except the rules in clauses 2.5 and 7.4 about when rewards lapse. Yoco sets those rules for every Programme, and merchants cannot change them. Each merchant decides the other rules of its Programme, including the rewards you earn, what you can redeem them for, and what they can be used to buy, within the technical limits Yoco sets for the Channel.

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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.

2.4. Rewards (such as points) are a free benefit a merchant gives you when you buy from it. You do not pay for them. They are not a voucher, gift card or prepaid credit, and you cannot exchange them for cash.

2.5. If you don't use your rewards for 12 months:

2.5.1. your rewards at a merchant will lapse (your balance goes to zero);

2.5.2. every time you earn or redeem at that merchant, the 12 months start again. This applies across all of that merchant's stores and locations;

2.5.3. rewards do not expire one by one. Your whole balance at a merchant lapses only if you have not used them for 12 month;

2.5.4. each merchant is separate. Earning or redeeming at one merchant does not keep your rewards at another merchant active;

2.5.5. at least 30 days before your balance lapses, we will send you a WhatsApp message. It will tell you how many rewards you have, the date they will lapse, and that earning or redeeming before that date will keep them. We send this message even if you have replied STOP (see clause 4.6);

2.5.6. if you joined a Programme before 21 October 2026, your 12 months are counted from the last time you earned or redeemed at that merchant. Your rewards will not lapse before 21 November 2026;

2.5.7. once rewards have lapsed, they are cancelled and cannot be used; and

2.5.8. if a merchant's Programme ends, clause 7.4 applies instead of this clause.

2.6. The rules in clauses 2.5 and 7.4 apply to every Programme. If a merchant's Programme Terms say something different about when rewards lapse, these Member Terms apply. If you believe a merchant promised you something different, you can raise it with that merchant (clause 10.1).

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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 for that Programme with that merchant only. This may include your mobile number, your reward balance, and details of your reward activity. The merchant may use it to::

4.3.1. run their Programme, including checking who you are and tracking your points and rewards;

4.3.2. contact you about Programme matters, for example if you win 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. 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.

4.5. You can stop WhatsApp messages from Yoco at any time by replying "**STOP**" to the Yoco loyalty WhatsApp contact. This stops promotional and routine messages from Yoco for every Programme you have joined.

4.6. Even if you reply STOP, we will still send you a few important messages about your rewards. These messages never contain marketing. They are:

4.6.1. a warning that your rewards are about to lapse (clause 2.5.5);

4.6.2. a notice that a merchant's Programme is ending, and a reminder 7 days before your rewards lapse (clause 7.4);

4.6.3. notice of important changes to these Member Terms (clause 8.1); and

4.6.4. a confirmation when you join a new Programme.

4.7. Replying STOP does not remove you from any Programme. You stay in each Programme until you leave it under that merchant's Programme Terms. You can choose to receive all messages again at any time.

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;

5.2.5. warnings that your rewards will lapse because you have not used them (clause 2.5.5);

5.2.6. notices that a merchant's Programme is ending, and reminders before your rewards lapse (clause 7.4);

5.2.7. notices of changes to these Member Terms (clause 8.1); and

5.2.8. promotional messages from individual Programmes (Yoco sends these on the merchant's behalf, and you can stop receiving them by replying "STOP" under clause 4.5, 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.

5.4. We may also show important notices about your rewards, such as the date your rewards will lapse, on your Yoco receipt.

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 (POPIAComplaints@inforegulator.org.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.

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 4.5, except for the important messages listed in clause 4.6. 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:

7.4.1. from the day the Programme ends, you can no longer earn rewards at that merchant, and no one can join that Programme;

7.4.2. you can still redeem your rewards at that merchant, at any of its locations, for 90 days after the Programme ends. After 90 days, any rewards left will lapse (go to zero);

7.4.3. this 90-day date replaces the date in clause 2.5;

7.4.4. we will tell you by WhatsApp when the Programme ends, and again 7 days before your rewards lapse, even if you have replied STOP. The lapse date may also be shown on your receipt;

7.4.5. during the 90 days, refunds still change your balance. If a payment on which you earned rewards is refunded, those rewards are reversed (clause 2.3). If a payment on which you redeemed rewards is refunded, those rewards are added back. Refunds do not change the lapse date;

7.4.6. We may shorten or end the 90 days only where redemption is not possible or not allowed; and

7.4.7. The Channel 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 90 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.

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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. 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 at least 20 business days before those changes take effect. All notifications will be sent out via WhatsApp (even if you have replied STOP) or another reasonable method, and include a link to the new terms.

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. You can still redeem the rewards in your balance until the change takes effect.

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.

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),

the National Consumer Commission, or the Information Regulator (enquiries@inforegulator.org.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