

(Last updated 1 June 2022)

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Privacy notice

We respect your privacy and treat your personal information as confidential. Our Privacy Notice explains how we use, collect and share your personal information.

Our commitment:

This notice 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 "POPIA"). In this policy, we explain how we will use and protect your personal information.

What is personal information?

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

Information we collect about you

We generally collect, 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.

Sources of information we collect about you include:

We collect information about you from the following categories of sources:

- You directly, when you sign up to become a Yoco merchant ;
- Your devices (e.g. computers, mobile phones and tablets) when you interact with our website (www.yoco.com) or use our App and Services;
- Other sources, including:
 - Online advertising and third party analytics companies;
 - Credit reference agencies, identity verification agencies and other service providers who help us with third-party identity verification, credit confirmation and fraud detection;
 - Credit bureaus and financial institutions and;
 - Publicly available sources (such as public records of criminal convictions and arrest records).

How we use your information:

We use your information to provide our 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.

Purposes of Processing Personal Information

We will only process adequate and relevant information to:

- provide services set out in our agreement;
- operate and manage your merchant 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, in compliance with applicable regulations;
- using our POS solution;
- 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 for our services, we will perform criminal and credit checks on you.

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 privacy@yoco.com

Right to object:

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

Lodging a complaint:

If you believe we are using your information unlawfully, you may lodge a complaint with the Information Regulator. Contact details of the information regulator are available on [our PAIA manual](#).

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).

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.



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.

Retention of information:

We retain information in accordance with the required retention periods by 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.

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 App in accordance with the limited revocable licence which we have given you and which is subject to these Terms;
- ii. the limited licence 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.

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 definition(s)) 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.

- 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.
- 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 the laws of South Africa. 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 for any enquiries about our App.

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



- Site owner: Yoco Technologies Proprietary Limited Trading as Yoco);
- Legal status: Yoco is a private company, duly incorporated in terms of the applicable laws of South Africa;
- Registration No: 2013/203377/07;
- Director(s): Katlego Maphai and Carl Wazen;
- Description of main business of Yoco: Card payment systems;
- E-mail address: legal@yoco.com;
- Website addresses: <https://www.yoco.co.za> or <https://www.yoco.com>;
- Physical Address: 7th Floor, 56 Shortmarket Street, Cape Town, 8000;
- Postal Address: Postnet Suite 303, Private Bag X3, Roggebaai, Western Cape, 8012; and
- Registered Address: 7th Floor, 56 Shortmarket Street, Cape Town, 8000.

Cookie Notice- Summary

Strictly necessary cookies

Strictly necessary cookies are used to enable the functionality of our website, such as the ability to login. We also use strictly necessary cookies to distinguish between humans and bots. This is beneficial for the website, in order to make valid reports on the use of their website.

Strictly necessary cookies enable core functionality such as security, network management, and accessibility. Users may disable these by changing browser settings, but this may affect how the website functions

Performance cookies

Performance cookies are used to monitor the performance of our website. No personal information is collected, but data is collected to improve the user experience.

Functional cookies

We use functional cookies to enhance user experience by remembering user preferences and settings. They are completely anonymous and do not track user information across websites.



Advertisement cookies aka targeting cookies

Advertisement cookies are used to help attract customers with targeted ads. The cookies are also used to identify users across domains.

Analytics cookies

Our website uses analytical cookies to understand how visitors navigate through the pages on our website. Yoco does not collect any personal data through analytical cookies but only receives aggregated data from Google, about website visitors in general. Google does process your personal data in order to provide these aggregated statistics to us. Further, as other websites also use Google Analytics, Google doesn't just have a profile of how you use our website, but also how you use many other websites which also use Google Analytics. To learn more about how Google processes your personal data, please refer to [Google's Privacy Policy](#) .