



# STS Association

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**STS1900-2-1**

**Edition 4  
February 2026**

**MEMBERSHIP APPLICATION FORM AND  
GENERAL TERMS AND CONDITIONS  
CONSTITUTING MEMBERSHIP AGREEMENT**



## MEMBERSHIP APPLICATION FORM

### PART 1. NAME AND ADDRESS OF APPLICANT

*In order for us to process your Membership Application, please complete the below information accurately. Your Membership Application and Membership, if approved, are subject to the General Terms and Conditions annexed to this Membership Application Form, which General Terms and Conditions, once signed by you and STSA, will constitute the Membership Agreement between you and STSA:*

Full Name of applicant company .....

Physical Address of applicant company .....

Postal Address of applicant company .....

Contact Person representing the  
applicant company .....

International Phone Number .....

E-mail Address .....

Applicant company website .....

### PART 2. CLASS OF MEMBERSHIP

*There are 2 classes of memberships in STSA. The first class is that of Voting Member. The second class is that of Non-Voting Member.*

*In this Part 2, please select your class of membership.*

*Please select from the box below whether you wish to be a Voting Member or Non-Voting Member.*

<input type="checkbox"/>	Voting Member *
<input type="checkbox"/>	Non-Voting Member **

*\* Voting Member: As a Voting Member you will enjoy the full use and benefit of the STS in terms of the Membership Agreement and once your Product is compliant with STS, your Product will be afforded a Certificate of Compliance and use of the STS Mark. You will also be entitled to vote at meetings of the Members of STSA and be eligible to be elected as a Director of STSA.*

*\*\* Non-Voting Member: As a Non-Voting Member you will enjoy the full use and benefit of the STS in terms of the Membership Agreement and once your Product is compliant with STS, your Product will be afforded a Certificate of Compliance and use of the STS Mark. You will not be entitled to vote at meetings of the Members of STSA or be eligible to be elected as a Director of STSA.*

*A Non - Voting member may only join the Association as an Ordinary Member.*

**Voting Members** – check any number of boxes from 1 to 8 below

**Voting Member categories**

1.  Meter Manufacturer
2.  Vending System Manufacturer
3.  Secure Module Manufacturer
4.  Key Management System Manufacturer
5.  Key Management Service Provider
6.  End User
7.  Standards Organisation
8.  Certification Authority

**PART 3. CURRENT JOINING AND ANNUAL FEES**

*Refer to [www.sts.org.za](http://www.sts.org.za)*

## GENERAL TERMS AND CONDITIONS CONSTITUTING A MEMBERSHIP AGREEMENT

(to be read with the STSA Membership Application Form)

### 1. Definitions

#### 1.1 General

Unless otherwise indicated by the context, in this Agreement the following terms and expressions will bear the meanings assigned to them below.

#### 1.2 Agreement

means the agreement constituted by the Membership Application Form and these General Terms and Conditions.

#### 1.3 Annual Fee

means the fee payable in advance by the Member to STSA annually to renew Membership, and which annual fee shall be stipulated by STSA from time to time.

#### 1.4 Certificate of Compliance

means a certificate issued by the STSA in respect of a Product to the effect that the Product meets the specifications set forth in the certificate.

#### 1.5 Joining Fee

means the fee payable by the Member to STSA upon the Member being admitted or readmitted to Membership, and which joining fee shall be stipulated by STSA from time to time.

#### 1.6 Membership

means the membership of the Member in STSA, in accordance with the class and categories of membership stipulated by the Member in the Membership Application Form.

#### 1.7 Product

means any product that contains STS functionality and which is sold, installed, commissioned, used or supplied by the Member.

#### 1.8 STS

means the intellectual property owned by STSA or of which STSA is the custodian, which includes the STS Mark and the standard transfer specifications and related data and encryption, decryption, substitution and permutation tables, as well as any improvements, modifications or additions effected thereto, by any person, from time to time.

#### 1.9 STS Mark

means STSA's proprietary trade mark, from time to time, which may be used to verify that a Product meets the standards contained in that mark's corresponding Certificate of Compliance.

1.10 **STSA**

means the Standard Transfer Specification Association NPC.

1.11 **Supply Group User**

means the entity to which a key management centre has issued or allocated the exclusive use of a supply group code number which is used to geographically demarcate regions of payment meter installations.

1.12 **Vending Key**

means the random number associated with a supply group code number which is generated by a key management centre.

**2. Permitted use of STS**

Subject to the Member complying with the formalities prescribed by this Agreement, which includes payment of the prescribed Joining Fee and Annual Fees, the STSA hereby grants to the Member, which hereby accepts, for the duration of this Agreement:

2.1 a non-exclusive, non-transferable right to use the STS;

2.2 upon receipt of a Certificate of Compliance in terms of clause 5 below, the right to make or have made, to use or permit the use of, to sell, offer to sell, let or otherwise sell, install, commission, use or supply Products bearing the STS Mark.

**3. Commencement and Term**

3.1 Provided that you have properly completed the Membership Application Form and been admitted in writing by STSA to Membership, the terms and conditions contained in this Agreement will come into effect on the date upon which you pay the Joining Fee and will remain in force indefinitely, subject to termination in terms of this clause 3, clause 4.4 or clause 6.2.

3.2 This Agreement will terminate in accordance with its provisions or automatically on the termination of Membership in accordance with the provisions of the Memorandum of Incorporation of the STSA.

**4. Joining Fee and Annual Fees**

4.1 The Member will pay the Joining Fee upon admission in writing by STSA to

Membership, within 30 calendar days of the date of STSA's invoice.

- 4.2 The Member will pay the first Annual Fee within 30 calendar days of the date of STSA's invoice, and if that Member is admitted to Membership after the commencement of a calendar year, the first Annual Fee will be pro rated, calculated in accordance with the remainder of that calendar year.
- 4.3 Membership is renewed annually and, save for the first Annual Fee which is payable in terms of clause 4.2, the STSA will invoice the Member in respect of each Annual Fee in November of the year preceding the calendar year for which the Annual Fee is payable, and the Member will pay the Annual Fee to STSA by 31 January of the calendar year for which the Annual Fee is payable.
- 4.4 Membership will automatically terminate if the Joining Fee or any Annual Fee is not paid to STSA timeously in accordance with this clause 4.
- 4.5 Upon termination of Membership in terms of clause 4.4, readmission to Membership is subject to the Member again complying with the terms of clause 3.1 and agreeing in writing to STSA's then current General Terms and Conditions.

## **5. Certification of Compliance**

- 5.1 Before selling, installing, commissioning, using or supplying any Product bearing the STS Mark, the Member must have been issued with a Certificate of Compliance.
- 5.2 The Member shall not make any written, oral or any other representation to any person that a Product or any part or aspect of the business of the Member complies with the STS unless a Certificate of Compliance has been issued by STSA in respect of that product.

## **6. Breach**

- 6.1 If the Member breaches any provision of this Agreement and remains in breach for a period of one month after receipt of a notice from the STSA calling upon it to remedy the breach, the STSA will be entitled to terminate this Agreement upon expiry of the month in question, without prejudice to the accrued claims of the STSA or to any claim that STSA may have for damages arising out of such breach.
- 6.2 Notwithstanding the provisions of clause 6.1, in the circumstances contemplated in clause 4.4 and 6.3, Membership will terminate without STSA placing the Member in breach.
- 6.3 The STSA may terminate Membership with immediate effect on written notice to

the Member if the Member becomes commercially insolvent or commits any act of insolvency or if the Member is placed in provisional or final liquidation or receivership or is placed in business rescue, in each case, as that term is defined or interpreted in the Companies Act No. 71 of 2008 and/or the Insolvency Act No. 24 of 1936, as the case may be.

## **7. Consequences of termination**

- 7.1 Upon termination of Membership for any reason whatsoever, each Party will, within 7 days of the date of termination, return to the other all items incorporating confidential information of the other and all notes and documents pertaining thereto, together with all copies of any such notes and documents.
- 7.2 In the event that Membership is terminated for any reason, clauses 7, 8, 9, 11 and 12 of these General Terms and Conditions will survive such termination.

## **8. Warranties, indemnities and limitation of liability**

- 8.1 The STSA makes no warranties of any kind regarding the accuracy, completeness, fitness for a particular purpose or intended use of any part of the STS.
- 8.2 The Member indemnifies the STSA against all liability for any claim by any third party arising from any defect or other characteristic of any Product incorporating any part of the STS.
- 8.3 In the event that the Member submits a Product to an STSA-approved test house for testing for the purpose of obtaining a Certificate of Compliance in terms of clause 5, the Member indemnifies that test house against all liability for any claim by the Member or any third party arising from the testing and/or the Product.
- 8.4 The STSA will not be liable to the Member (nor to any person claiming rights derived from the Member) for damages or other relief of any nature whatsoever, including special, incidental and consequential damages.

## **9. Intellectual property rights**

- 9.1 STSA makes no warranty that the exercise of the rights granted in this Agreement or the use of the STS by the Member will not infringe any third party intellectual property rights.
- 9.2 The STSA does not and will not indemnify the Member against claims of any nature that may be made against the Member by any third party arising out of the use of any Product bearing the STS Mark.

- 9.3 The Member indemnifies and holds the STSA harmless against all claims, expenses and costs attributable to any proceeding or claim made by any third party arising out of the use by the Member of the STS.
- 9.4 The Member agrees and acknowledges that it is required to make its own investigations and to take all necessary precautions to ensure that it does not infringe any third party intellectual property rights in manufacturing or selling any Product.
- 9.5 Where a Member causes any improvements, modifications or additions (“the improvements”) to the STS owned by STSA, this Agreement serves as an automatic assignment, by the Member, of all intellectual property rights in the improvements to the STSA and will be effective as soon as any improvements are effected. The Member will not be entitled to any remuneration in respect of this assignment. Notwithstanding any such assignment, the Member will, if requested to do so, perform any act or sign any document required:
- 9.5.1 to confirm the vesting of such rights in the STSA; and/or
- 9.5.2 to assist STSA in protecting and/or enforcing such rights.

## **10. Vending Keys**

- 10.1 Vending Keys issued by a key management centre will be issued only in an encrypted format determined and/or approved by the STSA in its sole discretion in accordance with STS 700-1 Conditions of use of SGC.
- 10.3. Notwithstanding paragraph 10.1 above, the Member agrees and undertakes that its shall not in any way tamper with, alter, amend or destroy the encryption of any Vending Key or transmit any Vending Key to any person or entity if the encryption of that Vending Key has in any way been tampered with, altered, amended or destroyed.

## **11. Governing law and jurisdiction**

This Agreement will be governed by and be interpreted in accordance with the law of the Republic of South Africa and the Courts of the Republic of South Africa.

## **12. Member Undertakings**

- 12.1 The Member undertakes:
- 12.1.1 to abide by the provisions of the Memorandum of Incorporation of the STSA, as amended from time to time;

- 12.1.2 to pay the requisite Joining Fee and Annual Fees on time; and
- 12.1.3 to adhere to the following standards of conduct:
  - 12.1.3.1 to conduct themselves in a manner which maintains the good reputation and orderly function of the STSA in terms of its Memorandum of Incorporation and rules made by the STSA for the governance of its Members;
  - 12.1.3.2 not to make public statements to the media or otherwise which would have the effect of damaging the good name and reputation of the STSA;
  - 12.1.3.3 not to neglect or willfully refuse to comply with any rule made by the STSA relating to membership of the STSA; and
  - 12.1.3.4 not to commit, or incite or conspire with any other person to commit, any corrupt, fraudulent, dishonest or prohibited practice in relation to the industry, in any country.

### **13. Confidentiality issues**

- 13.1 The Member acknowledges that the STSA is the custodian of the STS and that the STS is not in the public domain and accordingly contains and constitutes confidential information.
- 13.2 The Member shall not disclose the STS to any third party without the prior written consent of STSA and undertakes that it will only disclose and reproduce the STS, or parts thereof, strictly in the manner and for the purpose specifically permitted by the rights afforded under clause 2 above, read in conjunction with any and all STSA's directives dealing with the STS or otherwise as directed in writing by the STSA, from time to time.

### **14. Protection of Personal Information Act No. 4 o 2013 (“POPIA”)**

- 14.1 The Member consents to and agrees that:
  - 14.1.1 STSA, and its employees, officers and authorised contractors (hereinafter referred to as “STSA”) may collect personal information and special personal information as defined in POPIA (“Personal Information”) from the Member and where necessary from any other source for the purpose of STSA conducting and furthering its objects in general, and including, without limitation, for the purpose of executing any rights and obligations that it may have in relation to the Member or any matter in respect of which the Member and/or the Personal Information

applies, the preservation of data which is, or which may be applicable to any claim or dispute, and the maintenance of reasonable, accurate and complete historical record keeping ("the Purpose");

14.1.2 the Purpose is fair and legitimate for STSA, so that it can comply with law and contract with the Member and manage the concomitant relationship and other matters arising from it, including to facilitate the duration of any prescriptive periods contemplated in the Prescription Act No. 68 of 1969, or any other period reasonably determined by STSA;

14.1.3 STSA may use and/or disclose Personal Information to any person (in any geographic area) that it, acting reasonably, deems desirable for the Purpose;

14.1.4 STSA may retain Personal Information in any form, for as long as it in its sole discretion deems desirable for the Purpose; and

14.1.5 notwithstanding the provisions contained in clause 14.2 below, in terms of section 18(4) of POPIA, it does not require STSA to comply with all of the provisions of section 18(1) of POPIA.

14.2 The Member is hereby informed that the provisions of section 18(1) of POPIA state that:

*"a responsible party must take reasonably practicable steps to ensure that the data subject is aware of:*

*(a) the information being collected and where the information is not collected from the data subject, the source from which it is collected;*

*(b) the name and address of the responsible party;*

*(c) the purpose for which the information is being collected;*

*(d) whether or not the supply of information by the data subject is voluntary or mandatory;*

*(e) the consequences of failure to provide the information;*

*(f) any particular law authorising or requiring the collection of the information;*

*(g) the fact that, where applicable, the responsible party intends to transfer the information to a third country or international organisation and the level of protection afforded to the information by that third country or international organisation;*

*(h) any further information such as the:*

- (i) recipient or category of recipients of the information;*
- (ii) nature or category of the information;*
- (iii) existence of the right of access to and the right to rectify the information collected;*
- (iv) existence of the right to object to the processing of personal information as referred to in Section 11(3); and*
- (v) right to lodge a complaint to the information regulator and the contract details and the information regulator, which is necessary, having regard to the specific circumstances in which the information is or is not to be processed, to enable processing in respect of the data subject to be reasonable”.*

**15. Force majeure**

In the event that a Party (the "affected Party") is unable to perform any obligation under this Agreement due to circumstances beyond the control of the affected Party, including the action, intervention or decree of any government, and such circumstances are not caused by fault, of any degree, on the part of the affected Party, then the affected Party will be absolved from performing that obligation for as long as the circumstances prevail or, if performance of the obligation is or becomes impossible, the affected Party will be entitled to terminate this Agreement on written notice to the other Party.

Signed at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
for **The Standard Transfer Specification Association**

(who warrants that he/she is duly authorised thereto)

**Witness:** \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
for the **Member**  
(who warrants that he/she is duly authorised thereto)

**Witness:** \_\_\_\_\_