

Terms and conditions for the Business Banking Instant Messaging Service (Terms)

These Terms apply to you and your business as well as your use of the Business Banking Instant Messaging Service (Service).

Please read these Terms carefully as they contain exclusions and limitations of our liability that affect you and they impose legally binding obligations on you. It is your sole responsibility to determine whether the Service is suitable and adequate for your Company's needs. You assume all risks associated with your use of the Service.

Please note that these Terms only apply when you communicate with us through any Approved Messaging Platform. They will not apply if you communicate or transact with us by way of email, sms or telephone (including mobile phone), or through internet banking (Electronic Banking). If you do any Electronic Banking, this will be governed by the General Terms and not these Terms.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT REGISTER FOR THE SERVICE OR USE ANY OF THE APPROVED MESSAGING PLATFORMS TO COMMUNICATE WITH US.

By 'accepting' the terms and conditions at registration and by continuing to use the Service, you agree to these Terms and represent and warrant that you are at least 18 years of age, capable of entering into a legally binding agreement and that you are the primary account holder in respect of all the Cards that are linked to the Account. You may use the Service personally or on behalf of the Company only, provided that, in the case of a Company, you are legally allowed to represent such Company.

1 Introduction: about these Terms

- 1.1 These Terms take effect (begin) when you register for the Service.
- 1.2 We may change these Terms from time to time. The latest version of these Terms applies to you each time you use the Service.
- 1.3 You must know, understand and comply with:
 - 1.3.1 these Terms; and
 - 1.3.2 the General Terms.
- 1.4 Both these Terms and the General Terms are a binding legal agreement between you and us.
- 1.5 ***If there is a difference between these Terms and the General Terms, these Terms will apply to your communicating with us through any Approved Messaging Platform and the General Terms will apply to your communicating with us through Electronic Banking.***
- 1.6 ***Please pay special attention to the sections that are in bold and italics. These are important clauses which explain what may limit our responsibility or involve some risk for you.***

2 Definitions

We have defined some of the words used in this document. These words begin with a capital letter. Singular words include the plural and the other way round.

Word	Meaning
Access Codes	Any of the secret characters (letters and numbers) you use to access any Approved Messaging Platform.

Account	The Business Banking current account that we open in the Company's name or, in the case of a sole proprietor, in your name.
Approved Messaging Platform	A Messaging Platform as advised and approved by us that you can use for the Service.
App Store	The application store used to download a Messaging Platform. The App Store is run by the manufacturer of the Device you use, for example Apple, Blackberry, Google Play (Android).
Authorised Person	The person duly appointed by the Company at the time of opening the Account who is authorised to provide the Bank with instructions relating to the Account.
Banking	All communications between you and us through an Approved Messaging Platform, whether regarding your Account, your Card/s, a particular Transaction or otherwise.
Bank, we, us or our	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
Business Day	Any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
Card	Any card we issue to you that is linked to your Account/s.
Company, you or your	The person or legal entity that has an Account and registers for and uses the Service.
Customer Care Centre	For Business Banking customers, this means our telephone number: 0860 109 075.
Device	The physical device you use to access the Service, for example, a computer, mobile phone, tablet, or similar technology.
FICA	The Financial Intelligence Centre Act 38 of 2001, as updated from time to time, and all the legislation (laws) that falls under it.
General Terms	The terms and conditions for Electronic banking. The reference to General Terms also includes the terms and conditions for any of your Accounts and/or Cards.
Group	Standard Bank Group Limited, its subsidiaries and all of their subsidiaries.
Intellectual Property	All: <ul style="list-style-type: none"> • inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these; • copyright, including copyright in logos, devices, designs, multimedia works and computer software programs (in source and object code form), as well as programmers' or developers' notes, flow charts and design documents; • rights protecting goodwill and reputation;

- proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics;
- schematics;
- marketing;
- sales and user data;
- domain names and URLs;
- databases and rights in databases
- confidential information;
- other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and
- applications for, and rights to apply for, the protection of any of the items on this list.

Intellectual Property Rights	All rights in and to Intellectual Property.
ISP	An internet service provider, which is an entity that provides access to the internet.
Messaging Platform	Any application that enables you to create and/or share content or to participate in text messaging with us through your Device.
Messaging Service Terms	The terms and conditions of any Messaging Platform.
OTP	One-time PIN.
Personal Information	Information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
PIN	Personal identification number.
Process	Any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information. Processing and Processed will have a similar meaning.

Profile	This is how we identify you when you register for the Service.
Service	Banking with us through an Approved Messaging Platform.
SMS	Short message service.
South Africa	The Republic of South Africa.
Transaction	Any debit or credit made on your Account(s) using the Service and that we can action on your instruction.

3 Links to other information

We have included links in these Terms to other information that may apply to you. To view these links you will need to copy the entire web address (starting with the "http://" or "https://" part and ending with ".html" or just the domain suffix, such as ".co.za") and paste it in your browser. You must read any links that apply to you, because they form part of these Terms. If you cannot read any linked information, please contact us through an Approved Messaging Platform or the Customer Care Centre.

4 Registration

4.1 In order for you to use the Service, you must:

4.1.1 have an Account with us;

4.1.2 be an Authorised Person; and

4.1.3 be using an Approved Messaging Platform.

4.2 ***No person other than the Authorised Person may register for and/or use the Service.***

We will not permit any other person to make use of the Service until we are satisfied that the necessary processes required by us from time to time for changing the details of the Authorised Person have been complied with. As part of the registration process for the Service, we will send you an OTP to the mobile number or email address that we have on record for your Profile. This means that you may not get the OTP if there is any problem with the service provided by your mobile network operator or ISP (including when you are outside their coverage area).

4.3 You will be required to confirm that you have read, understood and accept these Terms.

4.4 As soon as your registration is successful, you can start using the Service.

5 Communicating with us through an Approved Messaging Platform

5.1 When you use the Service you communicate with us using a Device, so there is no direct personal contact between you and us.

5.2 We will act on all instructions that seem to come from you – even if they are actually coming from someone pretending to be you. After you have successfully registered for the Service, we may assume that any activity or instruction that we receive from you through an Approved Messaging Platform is genuine. So even if someone else used your Profile or Access Codes to send us an instruction through the particular Approved Messaging Platform, we may carry out an instruction as if you have authorised it.

5.3 You can instruct us to transact in line with the services you have on your Account. We will treat your instructions to us in line with your Account, the Transaction involved, the General Terms and these Terms.

- 5.4 We do not always carry out instructions in the same time or in the same way. We will manage your instructions to us in line with your Profile and the type of Account and Transaction. Depending on the type or value of the instruction as well as the General Terms, we may also confirm such instruction with you before we carry out the instruction on your behalf. This is for your own protection.
- 5.5 We will try to respond to you even if you send us a message through the Service outside our normal business hours (South African time); however there may be a delay in our reply. If your instruction relates to a Transaction and depending on the type of Transaction, we may only be able to process it the next Business Day.
- 5.6 You cannot cancel, change or stop an instruction relating to a Transaction after you have sent it to us. A payment cannot be cancelled or reversed, even if it is a repeated payment (made more than once). This includes payments for prepaid products and instant money transactions.
- 5.7 ***We are not responsible for any loss or damage you suffer because you repeated a payment instruction (sent it through more than once) and we then made more than one payment. You waive (give up) any claim against us if this happens.***
- 5.8 ***We are not responsible for any loss you suffer if you enter the wrong details for a Transaction.***
- 5.9 Do not assume we have received your instruction until we have told you that we have. Do not give the same instruction again unless we have told you that we did not receive it, or else we may make the same payment twice.
- 5.10 You must think about the effects of each Transaction, including the tax effects.

6 Fees

- 6.1 We will not charge you a fee for using the Service or for using an Approved Messaging Platform to communicate with us.
- 6.2 Standard data costs will be charged when you register for the Service and every time when you communicate with us through an Approved Messaging Platform. These costs are charged by your ISP or mobile network operator. Any questions related to your data costs must be sent to your ISP or mobile network operator.
- 6.3 You are responsible for all charges and debits to your Accounts and/or Cards that result from Transactions, including any fees charged by the relevant issuer.

7 Looking after your Access Codes

- 7.1 ***You must keep your Access Codes secret and safe – someone who knows them could get access to your Account and steal your money or use your Account information illegally.***
- 7.2 It is not safe to keep your Access Codes on a Device.
- 7.3 ***You waive (give up) any claim you may have against us for any loss or damage you may suffer if you have not kept your Access Codes safe.***
- 7.4 No person ever has a good reason to know or ask for your Access Codes, so you must never let anyone get them.

8 Security for the Service

- 8.1 ***We are not responsible for any loss or damage you may suffer because someone uses your Access Codes or your Device to communicate with us through the Service. We urge you to password protect your Device to protect against any fraudsters/hackers impersonating you.***
- 8.2 Do not use any public Device, for example a computer at an internet café. Public Devices are not safe because you do not know what software or hardware may be on them. For example, they may use spyware to find out numbers or passwords you type on a keyboard. These could be used to find information about your Account and to defraud you or steal money.
- 8.3 If your Device is lost, stolen or not in your possession (you do not have it with you), you have lost your Access Codes or you suspect that someone may have unauthorised access to your Access Codes, you must immediately contact the Customer Care Centre and we will de-authorise your Profile. ***We will not be responsible for any losses you may suffer because you did not notify us. Neither we nor any of our service providers will be liable for any loss or damages of any kind that may arise as a result of the unauthorized use of your Device or Access Codes by someone else, either with or without your knowledge.***
- 8.4 We will never send you a link to disclose your personal information. Please send an email to phishing@standardbank.co.za to report phishing or any suspicious transactions.

9 Availability of the Service

- 9.1 The Service should always be available but there may be occasions where it is down for some reason. These include:
- 9.1.1 technical failure or problems with the way you access the Service or with any Approved Messaging Platform;
- 9.1.2 when we receive high volumes of queries;
- 9.1.3 problems with a telecommunication or electricity service (including any service provided by an ISP or mobile network operator); or
- 9.1.4 other circumstances beyond our control.
- 9.2 If the Service is not working for any reason, we ask that you contact the Customer Care Centre.

10 Ending your Service session

- 10.1 You must make sure that you delete your conversation history when you have finished using the Service.
- 10.2 If you do not delete your conversation history after using the Service, someone may find information about your Account or any Transaction and could defraud you or steal your money. ***We will not be responsible for any loss or damage you may suffer if this happens.***

11 Links to third parties and the Messaging Platforms

- 11.1 Certain content available on the Service or an Approved Messaging Platform may have links to information or content from other parties. We are not responsible for any of this information. If we give you a link to any other information, person or business, it does not mean that we have checked or approved of them or any content featured on websites that are accessed through them.

- 11.2 ***You acknowledge that we are not responsible or liable for the following (including its accuracy or correctness):***
- 11.2.1 ***all content belonging to third parties on the Service; and/or***
- 11.2.2 ***all content featured on the websites that are accessed via links found on the Service.***
- 11.3 We do not give any guarantee about other websites, software or hardware, including their security or performance. ***You waive (give up) any claim you may have against us for any loss or damage you may suffer because you connect to an Approved Messaging Platform to communicate with us.***
- 11.4 ***As the Approved Messaging Platforms are owned by third parties, we have no control over such Messaging Platforms and any information (including Personal Information) that you send over an Approved Messaging Platform can be intercepted (stopped), seen or changed unlawfully. Your use of an Approved Messaging Platform is subject to its Messaging Service Terms (which include a privacy policy or notice and terms of use). It is your responsibility to review those Messaging Service Terms before submitting your information to us through an Approved Messaging Platform and you provide your information at your own risk. You indemnify us from any and all losses and/or damages that you incur as a result of your access to or use of any Approved Messaging Platform.***
- 11.5 ***You agree that we are not liable for any of the following:***
- 11.5.1 ***the content, security, operation, use, accuracy or completeness of any Approved Messaging Platform; or the products or services that may be offered or obtained through them; or the accuracy, completeness, or reliability of any information obtained from or through an Approved Messaging Platform;***
- 11.5.2 ***the ownership or right of use of any licensor of any software provided through any Approved Messaging Platform;***
- 11.5.3 ***any content featured on any Approved Messaging Platform;***
- 11.5.4 ***any failure or problem that affects the products or services of any Approved Messaging Platform, for example any telecommunication service provider, mobile network operator, ISP, electricity supplier, local or other authority.***
- 11.6 You must follow our security tips that we publish from time to time. ***We are not responsible for any loss or damage you suffer because someone gained access to your Device or Access Codes illegally or without permission.***
- 11.7 ***You must ensure that when you register for an Approved Messaging Platform, you read and understand all their Messaging Service Terms. You indemnify us for any loss that we may suffer if you breach (go against) any of the Messaging Service Terms. We do not guarantee that any Approved Messaging Platform is good quality or suitable (right) for its purpose.***
- 12 Software and hardware**
- 12.1 You must use a Device (hardware) and software (programs) suitable for the Service. If you do not, the Service may not work properly and this could increase your security risks.
- 12.2 We also do not guarantee or suggest that any file, download or application on the Service is safe to use on any computer. We cannot guarantee that the system does not have software or data that can negatively affect a computer system, such as viruses, Trojans and other malicious (dangerous) software.

13 Our Intellectual Property

- 13.1 We keep the Intellectual Property Rights in and to the Service, and all content in it or sent to and from it.
- 13.2 Even if any content on the Service is not confidential or there are no Intellectual Property Rights in it, we own the content and you have no rights in it.
- 13.3 We give you a revocable, non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the Service, which incorporates our Intellectual Property, and any updates and/or upgrades to it. You may use the Service which incorporates our Intellectual Property for the purpose set out in these Terms only and for no other purposes.
- 13.4 The licence to use the Service and the Intellectual Property in it will start when you register for the Service and will carry on until it is terminated in line with these Terms.
- 13.5 The Service is licensed to you only. Save as may be provided herein, you may not grant any rights of use or any other rights in respect of the Service, the Intellectual Property Rights in it, or any content on it (including content belonging to third parties) to any other person.
- 13.6 You may not in any manner exploit the Service and any Intellectual Property in it for commercial gain of any nature.
- 13.7 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of, create derivative works of, or otherwise attempt to reproduce the Service, the Intellectual Property in it, its content, its design, any updates to it, or any proprietary features in or to it, or any parts of it. This prohibition applies to any content belonging to third parties that is found on the Service and any content featured on the websites which are accessed via links that are found on the Service.
- 13.8 You must not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, or any other reference to the Service.
- 13.9 ***You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any claims initiated and/or instituted against us relating to your unauthorised use of the Service and/or any Intellectual Property Rights in it.***

14 Using and sharing your Personal Information

- 14.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.
- 14.2 If you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside South Africa where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 14.3 You consent to us Processing your Personal Information:
- 14.3.1 to provide products and services to you in terms of these Terms and any other products and services for which you may apply;
- 14.3.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);

- 14.3.3 in countries outside South Africa where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;
- 14.3.4 by sharing your Personal Information with our third-party service providers, locally and outside South Africa where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services; and
- 14.3.5 within the Group.
- 14.4 You will find our Processing practices in the Group's and our privacy statements. These statements are available on the Group's websites or on request.
- 14.5 If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live, you should get independent advice.

15 Your responsibility for our loss or damages

You will cover (pay for) any loss or damages that we may suffer on your behalf because:

- 16.1 ***you breach (go against) any of these Terms, the General Terms or the Messaging Service Terms;***
- 16.2 ***you give us wrong instructions or information; or***
- 16.3 ***someone used your Access Codes or Device to communicate with us through the Service without your permission and this was not because of our own negligence (carelessness).***

16 Warranties (promises) made by you

You warrant that:

- 17.1 you are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;
- 17.2 you are not, and will not be, located in a country that is the subject of a United States of America (US) Government embargo or that the US Government has named a "terrorist supporting" country;
- 17.3 you are not listed on any US Government list of prohibited or restricted parties;
- 17.4 you have given us the right information; and
- 17.5 you have read and understood these Terms before entering into this agreement.

17 Disclaimer and limitation of liability (limits our responsibility to you)

- 18.1 Your use of the Service depends on factors beyond our control, such as the network coverage or availability of your mobile network operator or ISP. ***We are not legally responsible and cannot be blamed for any loss or damages you may suffer if you cannot access the Service because of factors beyond our control.***
- 18.2 ***Information on the Service is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.***

- 18.3 ***We (our owners, employees, consultants, agents or any person connected to the Group) are not responsible for any direct or indirect loss or damages related to your use of the Service, for any reason, even if we were told that loss or damage was possible. We are not responsible for any loss or damages caused by:***
- 18.3.1 ***someone finding out any of your secret Access Codes and using these codes to register for the Service, use your Profile or fraudulently transact on your Account;***
- 18.3.2 ***any technical or other problems (interruption, malfunction, downtime or other failures) which affect the Service, any Approved Messaging Platform, our banking system, a third-party system or any part of any database, for any reason;***
- 18.3.3 ***you relying on any information provided by an Approved Messaging Platform or through the Service;***
- 18.3.4 ***any Personal Information or other information being lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus, or your own negligence (lack of care);***
- 18.3.5 ***any failure or problem affecting goods or services provided by any other party, for example, a telecommunication service provider (such as Telkom), mobile network operator, ISP, electricity supplier (such as Eskom), or a local or other authority; or***
- 18.3.6 ***any event that we have no direct control over.***

18 Announcements about changes or updates to these Terms

- 19.1 We may make announcements to you about changes or updates to these Terms, or any of our services. We may do this on our website, communicate with you via the Service or by sending you an email, SMS or using another communication technology.
- 19.2 If an announcement about the Service has contractual (legally binding) terms relating to the Service, these new or updated terms will be seen as being included in these (original) Terms. By continuing to use the Service, you agree to these updated changes.

19 What happens if you breach (go against) these Terms

- 20.1 We may stop you from using the Service if you do something that is against these Terms, and do not make it right within five days after we have asked you to. Even if you do make it right, we may still take steps against you, such as applying to court for an interdict (ban) or other order against you.
- 20.2 We may end our relationship with you and stop you from using the Service by giving you written notice (Termination Notice). However, we do not have to give you notice and may close your Profile immediately if we:
- 20.2.1 believe or suspect you are using the Service wrongly or unlawfully (illegally); or
- 20.2.2 that you have breached these Terms, the General Terms or the Messaging Service Terms; or
- 20.2.3 must do this for legal reasons.
- 20.3 Termination for any reason will result in the cancellation of your access to and your use of the Service and the Intellectual Property in it, and you must immediately stop all use of the Service and the Intellectual Property in it.

20 How disagreements or differences will be resolved

- 21.1 If you have a complaint about your use of the Service or these Terms, please follow our complaints process, which is available at:
<https://www.standardbank.co.za/secure/CRC/Ombudsman.html>.
- 21.2 If you are not happy with the way the complaint is settled once you have followed this process, you may send the complaint to the Ombudsman for Banking Services (Ombudsman) or a similar forum.
- 21.3 The contact details for the Ombudsman are in clause 10 of The Code of Banking Practice. This is available:
- 21.3.1 online at http://www.standardbank.co.za/site/Code_Banking/COBP%20Final_2012_2.html; and
- 21.3.2 in our branches.
- 21.4 We have also included the Ombudsman's contact details at the end of this document.
- 21.5 You may also approach any South African court of law that has jurisdiction (authority in this area).

21 Where legal documents and notices will be sent

- 22.1 We choose the registered address on our website at <http://www.standardbank.co.za> as the address where any legal document or notice must be served or delivered to us (our *domicilium citandi et executandi*).
- 22.2 You choose your last street address you gave us in respect of your Account as the address where any legal documents or notices may be served or delivered to you (your *domicilium citandi et executandi*).
- 22.3 We may send other written communication or notice to your street, postal or email address.
- 22.4 Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 25 of 2002 (for example sections 11 and 12) do not apply to these documents or notices.

22 Law governing our relationship

South African law will govern these Terms.

23 General provisions

- 24.1 Headings in these Terms are only for information and may not be used to interpret these Terms.
- 24.2 South African time applies when working out any dates or times.
- 24.3 If any dispute results from technical issues related to the Service, a court or arbitrator will interpret these Terms practically, without focusing too much on technical issues.
- 24.4 Any extension of time or other indulgence we may allow you will not affect any of our rights, whether the indulgence is express or implied. We do not waive (give up) any of our rights.
- 24.5 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.

- 24.6 You may use the Service if you are outside South Africa but where necessary, you must make sure you understand exchange control regulations and fully comply with them. International data costs will be charged every time you use the Service.
- 24.7 You are responsible for making sure that you never use the Service for any illegal purpose. You will be legally responsible for any illegal transactions that you make.

24 Customer contact information

- 25.1 If you have any questions about the Service or do not understand anything about these Terms, please contact us through an Approved Messaging Platform or the Customer Care Centre.
- 25.2 If you have a problem and we do not solve it, or you are not happy with the way that it was solved, you may contact the Ombudsman for Banking Services:
- 25.2.1 telephone: 0860 800 900 or 011 838 0035;
- 25.2.2 email: info@obssa.co.za; or
- 25.2.3 website: <http://www.obssa.co.za>.