

## Terms and conditions for Digital Banking (Terms)

### 1. INTRODUCTION: ABOUT THESE TERMS

- 1.1 These Terms take effect (begin) when you register for Digital Banking.
- 1.2 We may change these Terms from time to time. The latest version of the Terms applies to you each time you use Digital Banking.
- 1.3 You must know, understand and comply with:
  - 1.4 these Terms; and
  - 1.5 the Product and General Terms that apply to your Account.
- 1.6 Both sets of Terms are a binding legal agreement between you and us.
- 1.7 If there is a conflict between these Terms, and the Product and General Terms, these Terms will apply.
- 1.8 Please pay special attention to the highlighted sections. 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.

<b>Word</b>	<b>Meaning</b>
Access Codes	The access codes you use to access Digital Banking, such as your password, personal identification number (PIN), card numbers, one time passwords (OTP) and email address.
Account	The bank account(s) we open in your name, at your request and which you use to access Digital Banking.
App Store	The application store you use to download the Mobile App. The App Store is run by the manufacturer of the Device you use, for example Apple, Blackberry, Google Play (Android).
ATM	An automated teller machine.
ATM PIN	The personal identification number (PIN) you use to access your Account at an ATM.
Bank, we, us, our	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
Card	Any card we issue to you that is linked to your Account.
Cell Phone Banking	Digital Banking on a cellular phone.
Communication System	The Device and the Medium together.
CSP	A customer-selected personal identification number.

Device	The equipment you use to access Digital Banking, for example, a computer, cell phone, smartphone, tablet, telephone, smart television, ATM or similar technology.
Digital Banking	Banking you do on a Device.
EAP Limit	An electronic account payment limit, which can be set on Online Banking or on the Mobile App.
FAIS Act	The Financial Advisory and Intermediary Services Act 37 of 2002, as updated from time to time, and all the legislation (laws) that falls under it.
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 general terms and conditions which you agree to when you open an Account with us.
Group	Standard Bank Group, the holding company and any subsidiary of the holding company and all of its subsidiaries.
Intellectual Property	All: <ul style="list-style-type: none"> <li>• inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these;</li> <li>• 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;</li> <li>• rights protecting goodwill and reputation;</li> <li>• proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics;</li> <li>• schematics;</li> <li>• marketing;</li> <li>• sales and user data;</li> <li>• domain names and URLs;</li> <li>• databases and rights in databases</li> <li>• confidential information;</li> <li>• other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and</li> <li>• applications for, and rights to apply for, the protection of any of the items on this list.</li> </ul>
Intellectual Property Rights	All rights in and to Intellectual Property.
ISP	An internet service provider, which is a company that provides access to the internet.
Medium	The way you access Digital Banking, for example Internet, Wireless Application Protocol (WAP), Wireless Internet Gateway (WIG), SMS and voice (for example, an automated voice recognition system or similar technology).
Mobile App	Our mobile application, which you use to access Mobile App banking, which is also referred to as the Standard/Stanbic Bank Mobile App.
Online Banking	Digital Banking on the internet.

Personal Information	Information about an identifiable, natural person and or 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, email, 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	A 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.
Product Terms	The terms and conditions of a product or products linked to your Account, Card or Transaction.
Profile	The profile that is created when you log onto Digital Banking for the first time that reflects certain products and services you have with us.
Sanction List	The Specially Designated Nationals and Blocked Persons List of OFAC, the UNSC list of Persons or Entities Suspected to be Involved in Terrorist Related Activities or their funding and/or any other list of HMT and/or EU (as defined below).
Sanctioned	Any natural or juristic person or country listed on any or all of the Sanction Lists and/or who is subject to any Sanctions.
Sanctions	Any sanctions imposed from time to time by any one of the following regimes (each referred to as a <b>Sanctioning Body</b> ): <ul style="list-style-type: none"> <li>• the European Union's Common Foreign and Security Policy (<b>EU</b>);</li> <li>• Her Majesty's Treasury of the United Kingdom (<b>HMT</b>);</li> <li>• the Office of Foreign Assets Control of the Department of Treasury of the United States of America (<b>OFAC</b>); and</li> <li>• the United Nations Security Council (<b>UNSC</b>).</li> </ul>
Transaction	Any debit or credit made on your Account using Digital Banking and which we action on your instruction.

you or your

The person or legal entity that registers for and uses Digital Banking, or in whose name an Account is opened.

### 3. LINKS TO OTHER INFORMATION

We have put links from some words in these Terms to other information that may apply to you. These are called hyperlinks. They are found in words that are in blue, and underlined. You must read any links that apply to you, because they form part of these Terms. If you can't read any linked information, you must visit our website at [www.standardbank.co.za](http://www.standardbank.co.za) or phone our Customer Contact Centre on 0860 123 000.

### 4. REGISTERING FOR AND USING DIGITAL BANKING SERVICES

- 4.1 You may not register for Digital Banking using somebody else's Access Codes or other information.
- 4.2 If you have any questions or would like more information about our Digital Banking services, please visit our website at [www.standardbank.co.za](http://www.standardbank.co.za) or phone our Customer Contact Centre 0860 123 000.
- 4.3 When registering for Mobile App Banking, you will be asked to accept the Mobile App Banking terms and conditions.

### 5. TRANSACTING WITH DIGITAL BANKING

- 5.1 When you do Digital Banking 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 your Access Code has been entered, we may assume that any Digital Banking activity or instruction is genuine. **So even if someone else used your Access Code, 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 and the Product Terms.
- 5.4 We don't always carry out instructions at 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.
- 5.5 If you send an instruction after 7pm (South African time), your statement will show that it went through on the next business day.
- 5.6 You cannot cancel, change or stop an instruction 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.** Please call our Customer Contact Centre if you have repeated a payment by mistake.
- 5.8 **We are not responsible for any loss you suffer if you enter the wrong details for your Transaction.**

- 5.9 Do not assume we have received your instruction until we have told you that we have. If you're not sure that an instruction or payment has gone through, contact our Customer Contact Centre or check your bank statement. 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 may delete or change future-dated and repeat payments if they have not yet been made (been actioned by us). Please call our Customer Contact Centre for help with cancelling or changing these payments.
- 5.11 You must think about the effects of each Transaction, including the tax effects.

## 6. PREPAID PRODUCTS

- 6.1 Prepaid purchases fall under the terms and conditions of the service provider you're making the purchase (buying) from. If you have any questions about your prepaid purchase, please go directly to that service provider. **We can't be legally responsible or blamed for any losses you may suffer because of something your service provider has or has not done.**
- 6.2 If we do not debit your Account for any prepaid purchases you make, we may do so later on notice to you.
- 6.3 Please visit our website at [www.standardbank.co.za](http://www.standardbank.co.za) or ask our Customer Contact Centre for more information about prepaid products.

## 7. NATIONAL LOTTERY

- 7.1 You can use the Digital Banking channels, as advised by us from time to time, to play the South African Third National Lottery (**National Lottery**) if you are at least 18 years old.
- 7.2 You can play the National Lottery by logging onto Digital Banking and following the instructions we give you.
- 7.3 If you have more than one Account with us, you must choose which Account we must debit with the costs of buying a National Lottery ticket (**Ticket**). If you do not choose an Account, we will debit your primary Account.
- 7.4 We cannot give you a loan to buy a Ticket. This means that you cannot use your credit card account or any other lending product to buy a Ticket. You also cannot use a business banking product or a Sum1 account to buy Tickets.
- 7.5 You authorise us to debit your Account with the costs of buying Tickets.
- 7.6 Once you have accepted the cost of buying a Ticket, you cannot cancel or withdraw your payment instruction to us.
- 7.7 You can play the National Lottery:
- 7.8 from 06h00 to 20h30 on Tuesdays, Wednesdays, Fridays and Saturdays;
- 7.9 from 06h00 to 23h00 on Mondays, Thursdays and Sundays; and
- 7.10 until 20h30 on the day of the draw.

- 7.11 If you win a prize, it will be paid to you in South African Rand. No prize will be paid to anyone who is under the age of 18 or is excluded by the National Lotteries Act 57 of 1997 or the National Lottery operator, iThuba Holdings Proprietary Limited's (**iThuba**) Game Rules (**Game Rules**) from playing the National Lottery.
- 7.12 If we have all the "know your client" information and documents on you that are required by FICA, or if you win less than R50,000 we will pay your winnings into the Account that was debited when you bought your Ticket.
- 7.13 If we do not have all the "know your client" information and documents on you that are required by FICA, or if you win more than R50,000, you must claim your winnings from iThuba directly at the applicable regional National Lottery Office. You will need to provide iThuba with your identity document, your ticket reference number and one months' bank statements. We will, and you consent that we may, pass on your Personal Information to iThuba in order for them to arrange for payment to you.
- 7.14 We may refuse to sell you a Ticket in our sole discretion and for any reason, including if we know or suspect that you suffer from a gambling addiction or play the National Lottery excessively.
- 7.15 You may not buy a Ticket on behalf of someone who is under 18 years old.
- 7.16 You may not buy Tickets if you represent a commercial syndicate that buys large numbers of Tickets to try and guarantee winning a large prize.
- 7.17 You may not spend more than R1000 on Tickets per day or R15,000 per month.
- 7.18 When you play the National Lottery, you will be bound by and must comply with the Game Rules and any other terms and conditions set by iThuba, which can be found at [www.nationallottery.co.za](http://www.nationallottery.co.za) and at [www.nationallottery.co.za/wp-content/uploads/2015/11/Rules\\_Regs.pdf](http://www.nationallottery.co.za/wp-content/uploads/2015/11/Rules_Regs.pdf).
- 7.19 **We will not be responsible for any losses you may suffer where you are not able to purchase a Ticket or complete purchasing a Ticket because of our systems failing.**

## 8. FEES

- 8.1 We charge you fees for using Digital Banking. For more information about the fees please refer to our pricing guide. A copy can be obtained on our website: [www.standardbank.co.za](http://www.standardbank.co.za).
- 8.2 If you do not pay our fees or do not have enough money in your Account to pay them, we may stop you from using Digital Banking. We may also deduct (take off) any fees you owe us from any other Account you have with us.

## 9. LOOKING AFTER YOUR ACCESS CODES

- 9.1 It is your responsibility to keep your Access Codes secret and safe at all times. Someone who knows your Access Code could get access to your Account and steal your money, use your private Account information illegally, apply for a credit facility such as an overdraft or loan, apply for an overdraft limit increase or change your credit limits, ATM limits or EAP Limits.
- 9.2 It is not safe to keep your Access Codes on a computer.
- 9.3 You waive (give up) any claim you may have against us for any loss or damage you may suffer if you have compromised your Access Codes to any unauthorised third party.

- 9.4 No person ever has a good reason to know or ask for your Access Codes, so you must never allow another person to access them. This includes our own staff. You must tell our Customer Contact Centre or your branch immediately if someone has asked you for, or may know, any of your Access Codes.
- 9.5 If you ask us to stop or change any Access Code, we may:
- 9.5.1 ask you to prove your identity to us;
  - 9.5.2 reject any banking instructions we receive;
  - 9.5.3 stop a payment or banking instruction if it has not already been carried out;
  - 9.5.4 reverse payments if we can, from the time we think someone started using your Access Code without permission; or
  - 9.5.5 deactivate the Access Code (stop it from working) immediately, without telling you.

## 10. SECURITY FOR DIGITAL BANKING

- 10.1 To learn how you can safeguard against fraud or theft on your Account, you can visit our Security Centre on our website at [www.standardbank.co.za](http://www.standardbank.co.za).
- 10.2 **We are not responsible for any loss or damage you may suffer because someone accesses your Account and you have not:**
- 10.3 **or**
- 10.4 **followed our advice about using Digital Banking safely.**
- 10.5 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 spying technology to find out numbers or passwords you type on a keyboard. These could be used to get into your Account to defraud you or steal money.
- 10.6 If your Device is lost, stolen or not in your possession (you don't have it with you), you must immediately log in to the Mobile App on another Device, and de-authorise your Device. **We will not be responsible for any losses you may suffer because you don't de-authorise that Device.** If you cannot immediately de-authorise your Device, then you must call our Fraud Helpline at 0800 222 050 to tell us that your Device is no longer in your possession.
- 10.7 We will never ask you by email, SMS, or other digital messaging to access a link. You must never respond to requests to enter or "confirm" your Access Codes or transfer money, via an email ("phishing"), SMS ("smishing"), telephone call ("vishing") or other digital message. **There are also other types of fraud such as sim card swops (where a fraudster accesses your sim card information and intercepts messages we send to your cell phone number). You must be careful at all times.**
- 10.8 ***Please call our Fraud Helpline at 0800 222 050 (+27 10 249 0700 for international callers); or our Customer Contact Centre at 0860 123 000, to report any suspicious activity (such as by SMS, telephone call, cell phone call, online activity or Mobile App activity by third parties).***

## 11. AVAILABILITY OF DIGITAL BANKING

- 11.1 Digital Banking may not always be available. There are many reasons for this, including:
- 11.1.1 technical failure or problems with a Communication System (ours or another one) directly or indirectly involved in providing Digital Banking;
  - 11.1.2 problems with a telecommunication or electricity service; or
  - 11.1.3 other circumstances beyond our control.
- 11.2 If Digital Banking is unavailable for any reason, you promise to communicate or bank with us in any other way so that you limit potential losses on your Account.

## 12. ENDING YOUR DIGITAL BANKING SESSION

- 12.1 You must make sure that you log out of Online Banking, or disconnect a cell phone banking or telephone banking call, when you have finished using Digital Banking.
- 12.2 If you do not disconnect after using Digital Banking, someone else may get into your Account without your permission and could defraud you or steal your money. **We will not be responsible for any loss or damage you may suffer if this happens.**

## 13. INFORMATION ON THE COMMUNICATION SYSTEM FROM US

- 13.1 Any information or other content on the Communication System only invites you to do business with us. It is not an offer to buy, sell or deal in an investment, or to enter into an agreement, unless we clearly state that it is.
- 13.2 Information on the Communication System is to give you general information about us, and our products, services and goals. For example, we may give information about:
- 13.3 estimated income, capital expenses, returns on investment, shares or other financial items;
  - 13.4 our plans, goals and estimates for our future operations and services; and
  - 13.5 our estimates of the economy's future performance.
- 13.6 Because these are only estimates, actual events or results may be different. We give all information "as is" and you must not rely on it or treat it as professional or investment advice. You should always ask for advice from your own professional advisers.
- 13.7 Refresh your screen regularly to make sure that the information you see is the latest that is available on our Communication System. News or market information, such as share prices or data, is updated regularly but may be at least 30 minutes old.
- 13.8 We may use other organisations to put information on the Communication System. This information is not given by or for us. We have no control over it and do not confirm or guarantee that it is correct or suitable for anything.
- 13.9 All this information is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.



## 14. LINKS TO THIRD PARTIES' (OTHER) COMMUNICATION SYSTEMS

- 14.1 Our Communication System may link to other Communication Systems that have information or content from other parties. Although we try to link only to trustworthy parties or systems, we are not responsible for any of this other information. If we give a link to any other information, Communication System, person or business, it does not mean that we have checked or approve of them.
- 14.2 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 another Communication System.

## 15. SECURITY OF THE COMMUNICATION SYSTEM

- 15.1 Information sent over a Communication System can be intercepted (stopped), seen or changed unlawfully if a link is not secure. We take steps to limit these risks, and these steps are explained in the privacy and security statement on our website and elsewhere.
- 15.2 You must follow the security tips published on our website from time to time. **We are not responsible for any loss or damage you suffer because someone gained access to the Communication System illegally or without permission.** To limit these risks, we may check any information you send using our Communication System.

## 16. SOFTWARE AND HARDWARE

- 16.1 You must use hardware (computer equipment) and software (programs) suitable for Digital Banking. If you do not, the Communication System may not work properly and this could increase your security risks.
- 16.2 If we offer software to you on or through the Communication System, the licence agreement for that software is between you and the software's licensor (owner).
- 16.3 **You indemnify us against a breach (going against the agreement) of a software licence. We do not guarantee that any software is good quality or suitable (right) for its purpose.**
- 16.4 We also do not guarantee or suggest that any file, download or application on the Communication System 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.

## 17. OUR INTELLECTUAL PROPERTY

- 17.1 We keep the copyright and any other Intellectual Property rights in all content on or sent through the Communication System, (including storage media). You may print and make a paper copy of content sent through the Communication System, including logos, images or multimedia works. You may print this content only if:
- 17.1.1 it is for your personal Digital Banking use;
- 17.1.2 it is not used for any commercial (business) reason; and
- 17.1.3 the copy of the content shows our copyright notice.

- 17.2 The logos and trademarks on our Communication System belong to us or other parties. Nothing on our Communication System gives any person the right to use any trademark or other Intellectual Property (our property) without our written permission.
- 17.3 Even if any content on the Communication System is not confidential or there is no copyright in it, we own the content and you have no rights in it.
- 17.4 If you want to use content from the Communication System, please email [ibsupport@standardbank.co.za](mailto:ibsupport@standardbank.co.za). If we do not reply in writing in five business days, we have not agreed to let you use this content.

## 18. USING AND SHARING YOUR PERSONAL INFORMATION

- 18.1 You agree that we may collect and process your Personal Information within the Group so that we can:
- 18.1.1 open and manage your Profile and Account;
  - 18.1.2 provide a combination of services, analysis or advice linked to your Account;
  - 18.1.3 watch and analyse activities on your Profile and Account for risks like fraud and non-compliance (not following certain laws or regulations); and
  - 18.1.4 analyse information to identify possible markets and trends, and develop new products and services.
- 18.2 You agree that we may share your Personal Information with any person, locally or outside the Republic of South Africa, who:
- 18.2.1 provides services to us;
  - 18.2.2 acts as our agent; or
  - 18.2.3 has been given, or may be given, any of our rights and duties in respect of your Account or Profile.
- 18.3 We ask people who provide services to us to agree to our privacy policies if they need to access any Personal Information to carry out those services.
- 18.4 You accept that:
- 18.4.1 we will always be responsible for deciding the reason for, and way to, process your Personal Information;
  - 18.4.2 some laws state we must collect some of your Personal Information;
  - 18.4.3 without your Personal Information we may be unable to open an Account or continue to offer services to you; and
  - 18.4.4 **you are giving us your Personal Information voluntarily (willingly).**

## 19. **MARKETING BY POST, EMAIL OR TEXT MESSAGES**

If you give us permission, we may use your Personal Information to contact you about products, services, and special offers from us or other companies that may interest you. We will do this by post, email, or text message. If you decide that you do not want us to do this, you can contact us, and we will stop.

## 20. **YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGES**

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

20.1.1 you didn't make certain payments;

20.1.2 you gave us wrong instructions or information;

20.1.3 you did not have enough money for a payment from your Account; or

20.1.4 someone carried out an instruction on, or made a payment from, your Account without permission and this was not because of our own negligence (carelessness).

## 21. **SANCTIONS**

21.1 When you accept these Terms, you warrant and agree that:

21.1.1 you will not use (or otherwise make available) Digital Banking for the purposes of financing, directly or indirectly, the activities of any person or entity which is Sanctioned or in a country which is subject to any Sanctions;

21.1.2 you will not contribute or otherwise make available, directly or indirectly, Digital Banking to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity or country which is subject to any Sanctions;

21.1.3 you are not involved in any illegal or terrorist activities; and

21.1.4 none of your accounts held with us are being used fraudulently, negligently, for illegal or terrorist activities or for any purpose that does not comply with any law.

21.2 **You indemnify and hold us harmless against any and all actions, proceedings, claims and/or demands that may be brought against us in connection with this clause 21. You further indemnify and hold us harmless against any and all losses, damages, costs and expenses which we may incur or sustain, in connection with or arising out of:**

21.2.1 **the seizure, blocking or withholding of any funds by any Sanctioning Body; and**

21.2.2 **the breach of any warranties as set out in clause 21.1 above.**

21.3 Please note that if your Digital Banking payments are seized, blocked or withheld for any reason in terms of this clause 21, there is no guarantee that your funds will be returned to you.

21.4 We may immediately cancel these Terms and end our services to you if you breach any of the provisions of this clause 21.

## 22. FURTHER WARRANTIES MADE BY YOU

You confirm that:

22.1 you are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;

22.2 you have given us the right information; and

22.3 you read and understood these Terms before entering into this agreement.

## 23. DISCLAIMER AND LIMITATION OF LIABILITY (LIMITS OUR RESPONSIBILITY TO YOU)

23.1 Your use of the Communication System and Digital Banking depends on factors beyond our control, such as the network coverage or availability of your Internet service provider. **We are not legally responsible and can't be blamed for any loss or damages you may suffer if you cannot access Digital Banking because of problems with your Internet service.**

23.2 We have taken care to make sure that content on the Communication System is accurate and that you should not suffer any loss or damage by using it. **However, information on the Communication System and Digital Banking is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.**

23.3 **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 Communication System or Digital Banking, for any reason, even if we were told that loss or damage was possible.**

23.4 **We are not responsible for any loss or damages caused by:**

23.4.1 **someone finding out any of your secret Access Codes and using these codes to register for Digital Banking and fraudulently transacting on your Account, or enabling any other third party to commit any type of fraud or other illegal act against you;**

23.4.2 **any technical or other problems (interruption, malfunction, downtime or other failures) which affect Digital Banking, a Communication System, our banking system, a third-party system or any part of any database, for any reason;**

23.4.3 **you relying on any information on the Communication System;**

23.4.4 **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);**

23.4.5 **any failure or problem affecting goods or services provided by any other party, for example, a telecommunication service provider (such as Telkom), internet service providers, electricity suppliers (such as Eskom), or a local or other authority; or**

23.4.6 **any event that we have no direct control over.**

## 24. **ANNOUNCEMENTS ABOUT CHANGES OR UPDATES TO THESE TERMS**

24.1 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, or by sending you an email, SMS or using another communication technology for example a pop up message on the Online Banking page or, in the Mobile App.

24.2 If an announcement about Digital Banking has contractual (legally binding) terms relating to Digital Banking, these new or updated terms will be seen as being included in these (original) Terms. We will notify you of any important changes.

## 25. **WHAT HAPPENS IF YOU BREACH (GO AGAINST) THESE TERMS**

25.1 **We may stop you from using Digital Banking 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.**

25.2 **We may end our relationship with you and stop you from using Digital Banking by giving you written notice (Termination Notice). However, we do not have to give you notice and may close your Account immediately if we:**

25.2.1 **believe or suspect your Account is being used wrongly or unlawfully (illegally); or**

25.2.2 **must do this for legal reasons.**

## 26. **HOW DISAGREEMENTS OR DIFFERENCES WILL BE RESOLVED**

26.1 If you have a complaint about your use of Digital Banking or these Terms, please follow our complaints process, which is available at: <https://www.standardbank.co.za/secure/CRC/Ombudsman.html>, or from our Customer Contact Centre.

26.2 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.

26.3 The contact details for the Ombudsman are in clause 10 of The Code of Banking Practice. This is available:

26.3.1 Online: [http://www.standardbank.co.za/site/Code\\_Banking/COBP\\_Final\\_2012\\_2.html](http://www.standardbank.co.za/site/Code_Banking/COBP_Final_2012_2.html);

26.3.2 in our branches; and

26.3.3 from our Customer Contact Centre on 0860 123 000.

26.4 We have also included the Ombudsman's contact details at the end of this document.

26.5 You may also approach any South African court of law that has jurisdiction (authority in this area).

## 27. WHERE LEGAL DOCUMENTS AND NOTICES WILL BE SENT

- 27.1 We choose the registered address on our website at [www.standardbank.co.za](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*).
- 27.2 You choose your last street address you gave us as the address where any legal documents or notices may be served or delivered to you (your *domicilium citandi et executandi*).
- 27.3 We may send other written communication or notice to your street, postal or email address.
- 27.4 Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Digital Communications and Transactions Act 25 of 2002 (for example sections 11 and 12) do not apply to these documents or notices.

## 28. LAW GOVERNING OUR RELATIONSHIP

South African law will govern these Terms.

## 29. GENERAL PROVISIONS

- 29.1 Headings in these Terms are only for information and may not be used to interpret these Terms.
- 29.2 South African time applies when working out any dates or times.
- 29.3 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.
- 29.4 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.
- 29.5 You must make sure you understand exchange control regulations and fully comply with them when you use Digital Banking outside South Africa.
- 29.6 You are responsible for making sure that you never use Digital Banking for any illegal purpose. You will be legally responsible for any illegal transactions that you make.
- 29.7 If you have any questions or do not understand anything about these Terms, please call our Customer Contact Centre on 0860 123 000.

## 30. CUSTOMER CONTACT INFORMATION

- 30.1 If you have any complaints or questions about Digital Banking, you can call us on 0860 123 000.
- 30.2 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:
- 30.2.1 telephone: 0860 800 900 or 011 838 0035;
- 30.2.2 email: [info@obssa.co.za](mailto:info@obssa.co.za) ; or

30.2.3 website: [www.obssa.co.za](http://www.obssa.co.za)

30.3 Standard Bank Group is a licensed financial services provider in terms of the Financial Advisory and Intermediary Services (FAIS) Act. If we do not solve your FAIS complaint (complaints about financial advice) you may contact the FAIS Ombudsman:

30.3.1 telephone: +27 12 470 9080

30.3.2 email address: [info@faisombud.co.za](mailto:info@faisombud.co.za) ; or

30.3.3 website: [www.faisombud.co.za](http://www.faisombud.co.za)

30.4 For short-term insurance (for example, car and house insurance) queries and complaints, please call us on 0860 123 474. If we do not solve your short-term insurance problem, you may contact the Ombudsman for Short-Term Insurance:

30.4.1 telephone: 0860 726 890 or 011 726 8900;

30.4.2 email: [info@osti.co.za](mailto:info@osti.co.za) ; or

30.4.3 website: <http://osti.co.za/>