

1 Introduction

- 1.1 These Terms become effective when you register for a business transactional account.
- 1.2 You must know, understand and comply with these Terms and the General Terms and Conditions, as they are a binding agreement between you and us.
- 1.3 If there is a conflict between these Terms and the General Terms and Conditions, these Terms will apply.
- 1.4 **Important clauses that may limit our responsibility or involve some risk for you will be in bold or highlighted. You must pay special attention to them.**

2 Definitions

Words defined for consistency are used exactly as defined. Singular words include the plural and vice versa.

Account The business transactional account we open in your name at your request. A business transactional account is any of the following accounts: a business transaction account, a business current account, an executor's current account, an attorneys' trust account, a BizLaunch account or a BusinessLink current account. .

Bank, we, us The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.

Card Any bank card we issue to you, including any additional or replacement card.

PIN A confidential personal identification number used for operating on your Account.

Account principle or the principle of any other approved structure as interpreted by the Shari'ah Advisory Committee of Standard Bank.

you/your The person (which may be a legal entity) applying for an Account, in whose name an Account is opened, including their successors and permitted assigns.

3 Deposits

To open an Account, you must make the minimum deposit required for this purpose.

4 Drawing uncleared funds

- 4.1 You may apply to draw on any type of deposit without waiting 10 days for such deposit to clear. This is referred to as lifting the uncleared status (or "U-status") on your Account.
- 4.2 Lifting the U-status on your Account means the value of the deposit becomes available immediately. Although in some cases it may still take a few days, it will not be more than 10 days.
- 4.3 The U-status on your Account can be lifted on all types of deposits including cash deposits, deposits made through credit transfers and payments, for example deposits made at an ATM with an envelope or through cash feeding, deposits made inside a branch or transfers from one bank account to an account held at another bank.
- 4.4 Despite the convenience of having earlier access to the money through the lifting of the U-status on your Account, this may also expose you to fraud if someone makes a deposit into your Account or if you release goods or transfer funds to any of your other accounts or if you return some or all of the funds to the depositor because the funds are available. If the deposit is returned for any reason, the money will be reversed and since you will have already released the goods or paid the funds, this may cause a loss to yourself. **Having the U-status lifted on your Account may enable unauthorised parties to make fictitious deposits into your Account and withdraw money against these fictitious deposits should they have your card and PIN.**
- 4.5 **Also, someone buying goods or services from you could make a fictitious deposit into your Account and provide you with a manufactured cash deposit slip. You then release the goods only to find out later that the deposit was fictitious.**
- 4.6 You will be responsible for the amount of the unauthorised withdrawals if you do not tell us that your Card is lost or has been

stolen as soon as you realise it, or that you suspect someone may have your PIN, Digital Identity or OTP. While lifting the U-status gives you immediate access to your deposits, it does not guarantee that a deposit has been or will be paid.

- 4.7 We may reinstate the U-status at any time at our discretion and will inform you in writing if we do so.

5 Payments

We will make payments from your Account if:

- you instruct us to do so; and
- there is enough money in your Account.

6 Stop payments

You may dispute and/or stop payment on your debit order in writing. It is your responsibility to notify the party who is debiting your Account about this.

7 Statements

We will give you regular statements about your Account.

8 General

- 8.1 We may check with any references you gave if the details on your application form are correct.
- 8.2 You must notify us immediately if you are placed under an administration order, sequestrated or liquidated or placed under any other form of insolvency or legal disability, including business rescue.
- 8.3 You must notify us immediately if you receive a notice that your business may be deregistered.

9 Maintaining a credit balance (applicable to a natural person)

- 9.1 You agree to maintain a credit balance on your Account at all times. If your Account is not in a credit balance, any amount you owe to us is due and payable immediately.
- 9.2 If you do not pay us the amount owing immediately, you will be in default and we will charge you the following:
- 9.2.1 interest on such amount from the due date for payment at the maximum interest rate allowed under governing laws as amended, replaced or re-enacted from time to time (governing laws); and
- 9.2.2 fees and charges as set out in the full list of fees and charges that apply to your Account and published in our pricing guide or on our website www.standardbank.co.za and as amended by us from time to time.
- 9.3 If you are in default, we will draw such default to your attention in a written letter and suggest that you refer the matter to a debt counsellor, a dispute resolution agent, a consumer court or an ombud with jurisdiction.
- 9.4 If you do not pay the amount owing immediately, we may also charge you default administration fees for each letter as provided by governing laws, and for any reasonable and necessary expenses we incur in delivering the letter to you.
- 9.5 We may give notice to you to terminate any debt review by a debt counsellor. Such notice may be given at any time after 60 business days have passed from the date on which you applied for such review.
- 9.6 If we have to enforce our right to recover the amount you owe us, we will charge you collection costs as allowed by governing laws.

Initial here

9.7 If your Account is not in a credit balance, this may affect your credit profile.

10 Maintaining a credit balance (applicable to legal entities)

10.1 You agree to maintain a credit balance on your Account at all times. If your Account is not in a credit balance, any amount you owe to us is due and payable immediately.

10.2 If you do not pay us the amount owing immediately, you will be in default and we will charge you the following:

10.2.1 interest on such amount from the due date for payment at the maximum interest rate allowed under governing laws as amended, replaced or re-enacted from time to time (governing laws); and

10.2.2 fees and charges as set out in the full list of fees and charges that apply to your Account and are published in our pricing guide or on our website www.standardbank.co.za and as amended by us from time to time.

11 How we will apply payments

If you owe us any amount on your Account, we will apply (distribute) any funds paid into your Account as follows:

11.1 firstly, towards any amounts you owe us as a result of transactions on your Account;

11.2 secondly, towards interest;

11.3 thirdly, towards fees.

12 BizLaunch account (if you qualify for it)

12.1 To open a BizLaunch account, you must meet the following criteria:

12.1.1 be a brand-new start-up business client;

12.1.2 be a business client switching from another bank, but the business must be less than 12 months old;

12.1.3 be an existing Standard Bank business banking client, with a business that is less than 12 months old; or

12.1.4 be an existing business client in personal banking (regardless of the bank or the age of the business).

12.2 You will pay fees on the BizLaunch account as stated in the current pricing guide.

12.3 At the end of the first 12 months of being on BizLaunch, you may choose at your discretion to convert to a business current account. The fees applicable to a business current account, as detailed in the current pricing guide, will continue to apply.

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1 Inleiding

- 1.1 Hierdie Bepalings word van krag wanneer u vir 'n besigheidstransaksierekening registreer.
- 1.2 U moet hierdie Bepalings, asook die Algemene Bepalings en Voorwaardes, ken en verstaan en daaraan voldoen, aangesien dit 'n bindende ooreenkoms tussen u en ons is.
- 1.3 Indien hierdie Bepalings van die Algemene Bepalings en Voorwaardes verskil, sal hierdie Bepalings geld.
- 1.4 **Belangrike klousules wat ons verantwoordelikheid kan beperk of 'n risiko vir u kan inhou, word aangegee in vetdruk of word met kleur uitgelig en verdien u spesiale aandag.**

2 Woordomskrywing

Ons omskryf sekere woorde vir konsekwentheid. Hierdie woorde word gebruik presies soos omskryf. Woorde in die enkelvoud sluit die meervoud in en andersom.

Rekening Die besigheidstransaksierekening wat ons op u versoek in u naam geopen het. 'n Besigheidstransaksierekening is enige van die volgende rekeninge: 'n besigheidstransaksierekening; 'n lopende rekening vir besighede; 'n lopende rekening vir eksekuteurs; 'n prokureurstrustrekening; 'n BizLaunch-rekening of 'n lopende rekening vir BusinessLink.

Bank, ons Die Standard Bank van Suid-Afrika Beperk (Registrasienuommer 1962/000738/06) en sy opvolgers of regverkrygendes

U Die persoon (met inbegrip van 'n regs persoon) wat om 'n Rekening aansoek doen, en in wie se naam 'n Rekening geopen is. Dit sluit ook hul opvolgers en regverkrygendes in.

Kaart Enige bankkaart wat ons aan u uitreik, insluitende enige bykomende kaart en enige vervangingskaart.

PIN 'n Vertroulike persoonlike identifikasienuommer wat gebruik word om u Rekening te bedryf.

3 Deposito's

- 3.1 Om u Rekening te open, moet u die minimum deposito wat vir hierdie doel vereis word, inbetaal.

4 Onttrekking van onverrekenende fondse

- 4.1 U kan aansoek doen om onmiddellik teen enige tipe deposito te trek sonder om 10 dae te wag dat sodanige deposito verreken word. Ons verwys hierna as die opheffing van die onverrekenende status (of "U-status") op u Rekening.
- 4.2 Die opheffing van die U-status op u Rekening beteken dat die waarde van die deposito onmiddellik beskikbaar word. Hoewel dit in sommige gevalle steeds 'n paar dae mag duur, sal dit nie langer as 10 dae wees nie.
- 4.3 Die U-status op u Rekening kan vir alle tipes deposito's opgehef word, insluitende kontantdeposito's, deposito's deur kredietoorplasinge en betalings, byvoorbeeld deposito's by 'n OTM met 'n koevert of deur kontantvoering, deposito's wat in 'n tak gedoen word of oorplasinge van een bankrekening na 'n rekening wat by 'n ander bank gehou word.
- 4.4 Ondanks die gerief daarvan om vroeër toegang tot die geld te kry omdat die U-status op u Rekening opgehef is, kan dit u ook aan bedrog blootstel as iemand geld in u Rekening deponeer of as u goedere vrystel of fondse na een van u ander Rekeninge oorplaas of 'n deel van of al die fondse aan die deponeerder terugbetaal omdat die fondse beskikbaar is. Indien die deposito om enige rede teruggestuur word, word die geld omgeswaai en dan het u alreeds die goedere vrygestel of die fondse betaal, wat 'n verlies vir u kan beteken. As die U-status op u Rekening opgehef is, kan ongemagtigde partye fiktiewe inbetalings in u Rekening doen en geld teen hierdie fiktiewe inbetalings trek indien hulle u kaart en PIN het.
- 4.5 **Iemand wat goedere of dienste by u koop, kan ook 'n fiktiewe inbetaling in u Rekening doen en u van 'n nagemaakte kontantdepositostrokke voorsien. U stel dan die goedere vry en vind later uit dat die inbetaling fiktief was.**
- 4.6 U sal vir die bedrag van die ongemagtigde onttrekkings aanspreeklik wees indien u ons nie in kennis stel dat u Kaart verloor of gesteel is sodra u dit besef of as u vermoed iemand het u PIN, Digitale

Identiteit of OTP in die hande gekry nie. Hoewel die opheffing van die U-status u onmiddellike toegang tot u deposito's gee, is dit geen waarborg dat 'n kontantdeposito betaal is of sal word nie.

- 4.7 Ons kan die U-status te eniger tyd na ons goedgevoel herinstel. Ons sal u skriftelik in kennis stel as ons dit doen.

5 Betalings

Ons sal betalings uit u Rekening doen indien –

- u ons opdrag gee om dit te doen; en
- daar genoeg geld in u Rekening is.

6 Keerbetalings

U kan die invordering van u debietorder skriftelik betwis en/of keer. Dit is u verantwoordelikheid om die party wat u Rekening debiteer, hiervan in kennis te stel.

7 State

Ons sal gereeld state van u Rekening aan u gee.

8 Algemeen

- 8.1 Ons kan by persone wat u as verwysings verskaf het, nagaan of al die besonderhede op u aansoekvorm korrek is.
- 8.2 U moet ons onmiddellik in kennis stel indien u onder 'n administrasiebevel geplaas word, gesekwestreer of gelikwedeer word, of onder enige vorm van bankrotskap of regsonbevoegdheid geplaas word, met inbegrip van besigheidsredding.
- 8.3 U moet ons onmiddellik in kennis stel indien u 'n kennisgewing ontvang dat u besigheid gederegistreer kan word.

9 Handhawing van 'n kredietsaldo (op 'n natuurlike persoon van toepassing)

- 9.1 U stem in om te alle tye 'n kredietsaldo op u Rekening te handhaaf. Indien u Rekening nie 'n kredietsaldo het nie, is enige bedrag wat u ons skuld onmiddellik betaalbaar.
- 9.2 Indien u nie die verskuldigde bedrag onmiddellik aan ons terugbetaal nie, is dit 'n wanprestasie en sal ons u vra om die volgende te betaal:
- 9.2.1 rente op sodanige oortrokke bedrag, vanaf die betaaldatum, teen die maksimum rentekoers wat kragtens die toepaslike wette, soos van tyd tot tyd gewysig, vervang of herverorden, toegelaat word; en
- 9.2.2 gelde en koste soos uiteengesit in die volledige lys gelde en koste wat op u Rekening van toepassing is, soos in ons prysingsgids of op ons webwerf, www.standardbank.co.za, gepubliseer en soos van tyd tot tyd deur ons gewysig.
- 9.3 Indien u wanpresteer het, sal ons sodanige wanprestasie skriftelik per brief onder u aandag bring en aanraai dat u die aangeleentheid na 'n skuldberader, 'n geskilbeslegtingsagent, 'n verbruikershof of 'n ombudsman met jurisdiksie verwys.
- 9.4 Indien u versuim om die verskuldigde bedrag onmiddellik terug te betaal, kan ons u ook wanbetalingsadministrasiekoste vir elke brief vra, soos in die toepaslike wette bepaal word, en vir alle redelike en nodige uitgawes wat ons by die aflewering van die brief aangegaan het.
- 9.5 Ons kan u te eniger tyd kennis gee om enige hersiening deur 'n skuldberader te beëindig. Sodanige kennis kan enige tyd na die verloop van 60 besigheidsdae vanaf die datum waarop u om sodanige skuldherziening aansoek gedoen het, gegee word.
- 9.6 Indien ons ons regte moet afdwing om die bedrag wat u ons skuld, te verhaal, sal ons u vra om enige invorderingskoste wat deur toepaslike wette toegelaat, te betaal.

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- 9.7 Indien u Rekening nie 'n kredietsaldo het nie, kan dit u kredietprofiel affekteer.
- 10 Handhawing van 'n kredietsaldo (op regspersone van toepassing)**
- 10.1 U stem in om te alle tye 'n kredietsaldo op u Rekening te handhaaf. Indien u Rekening nie 'n kredietsaldo het nie, is enige bedrag wat u ons skuld, onmiddellik betaalbaar.
- 10.2 Indien u nie die verskuldigde bedrag onmiddellik aan ons terugbetaal nie, is dit 'n wanprestasie en sal ons u versoek om die volgende te betaal:
- 10.2.1 rente op sodanige oortrokke bedrag, vanaf die datum wat die bedrag verskuldig word, teen die maksimum rentekoers wat kragtens die toepaslike wette, soos van tyd tot tyd gewysig, vervang of herverorden, toegelaat word;
- 10.2.2 gelde en koste soos uiteengesit in die volledige lys gelde en koste wat op u Rekening van toepassing is, soos in ons prysingsgids of op ons webwerf, www.standardbank.co.za, gepubliseer en soos van tyd tot tyd deur ons gewysig.
- 11 Hoe ons betalings sal toepas**
- Indien u ons enige bedrag op u Rekening skuld, sal ons enige fondse wat in u Rekening inbetaal word, soos volg aanwend (toeken):
- 11.1 eerstens, om enige bedrae wat u ons as gevolg van transaksies op u Rekening skuld, te dek;
- 11.2 tweedens, om rente te dek; en
- 11.3 derdens, om gelde te dek.
- 12 BizLaunch-rekening (as u daarvoor kwalifiseer)**
- 12.1 Voordat u 'n BizLaunch-rekening kan oopmaak, moet u aan die volgende kriteria voldoen:
- 12.1.1 u moet 'n splinternuwe besigheidskliënt wees;
- 12.1.2 u moet 'n besigheidskliënt wees wat van 'n ander bank oorskuif, maar die besigheid moet nog nie 12 maande oud wees nie;
- 12.1.3 u moet 'n bestaande Standard Bank-besigheidsbankkliënt wees, met 'n besigheid wat nog nie 12 maande oud is nie; of
- 12.1.4 u moet 'n bestaande besigheidskliënt in persoonlike bankdienste wees (ongeach die bank of die ouderdom van die besigheid).
- 12.2 U sal gelde, soos in die jongste prysingsgids gespesifiseer, op die BizLaunch-rekening betaal.
- 12.3 Ná verloop van u eerste 12 maande op BizLaunch kan u na u goëddunke na 'n lopende besigheidsrekening oorskakel. Die gelde wat op 'n lopende besigheidsrekening van toepassing is, word in die jongste prysingsgids uiteengesit en sal steeds van toepassing wees.