

Terms and Conditions for a Shari'ah Fixed Deposit Account("Terms")

1. Introduction

- 1.1. These Terms become effective when you open a Shari'ah Fixed Deposit 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, which may limit our responsibility or involve some risk for you, will be in bold. You must pay special attention to these clauses.

2. Definitions

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way round.

Account:	The Shari'ah Fixed Deposit account opened by us in your name at your request.
ATM:	An automatic teller machine
Card:	A bank card issued to you and linked to your Account
Investment Amount:	The amount of money that you deposit in your Account for the Investment Period.
Investment Period:	The amount of time for which you have deposited your Investment Amount.
Mudarabah:	A Shari'ah structure whereby the customer provides capital in the form of his or her deposit and the bank provides management and entrepreneurial skill. We will manage the capital by investing at our discretion in Shari'ah compliant assets or investments.
Takharuj:	The termination of a contract by mutual consent
we, us, our:	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) acting through its Personal and Business Banking Division, a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa.
you:	The person/juristic person who applies for an Account, or in whose name an Account is opened.

3. Your Account

- 3.1. You must deposit at least the minimum required Investment Amount to open your Account.
- 3.2. You must deposit your money for a fixed Investment Period.
- 3.3. Funds may not be withdrawn directly from this Account at a teller.
- 3.4. At the end of the fixed period, we will transfer money into your chosen transactional account with any bank. If you do not have a transactional account with any bank, we will issue you a bank cheque from your branch. We will not issue a cheque in favour of any person other than you.
- 3.5. You cannot add money to your Account during the Investment Period.
- 3.6. You can link this Account to a Card to view your Account information at any AutoPlus ATM or through our Internet banking service.
- 3.7. **If you have not told us what to do with your money at the end of the Investment Period, we will re-invest your investment for a period equal to the Investment Period of your maturing Investment.** The profit sharing applicable will be the indicative rate prevailing for the Shari'ah Fixed Deposit accounts for the Investment Period on the day we re-invest it. The profit sharing during the re-investment period will be calculated as set out in clause 5.
- 3.8. **If you default on any amount that you may owe on another account held with us, we may give you notice that the Investment Amount will become due and payable to you. We may use the proceeds of your Account to settle this debt. Any money that remains will be paid to you.**
- 3.9. This account is based on the Shari'ah principle of Mudarabah.

4. Early Withdrawal

- 4.1. **If you withdraw money from the Account or wish to close the Account during the Investment Period we will charge you an admin fee.**
- 4.2. Any withdrawal or closure of the Account during the Investment Period will be based on the Shari'ah principle of Takharuj.
- 4.3. Profit that accrued in your favour up to this point will be paid to you.
- 4.4. We reserve the right to refuse early withdrawal or closure of the Account

5. Profit Share

- 5.1. If a profit is made from our activities using your capital, we will share profit with you according to the profit sharing ratios described in these terms and conditions.
- 5.2. You will receive 50% of the profit and we will receive 50% of the profit.
- 5.3. We calculate profits using the average daily balance maintained in your Account.
- 5.4. We have created weightages based on the tenure of your investment. If you invest for a long period your weightage will be higher than if you were to invest for a short period.
- 5.5. The information relating to the weightage allocated to your Account can be found at www.standardbank.co.za or at your nearest branch.
- 5.6. Your profit will only be paid to you on maturity of your investment.

6. Capital not Guaranteed and Sharing of Losses

- 6.1. **The capital in your Account is not guaranteed. If we assume any losses using your capital, your capital may reduce.**
- 6.2. **No profit share will be allocated if Shari'ah compliant assets were not obtainable during the Investment Period.**
- 6.3. **Funds will be returned and the Account closed if Shari'ah compliant assets were not available on your Account.**
- 6.4. **In the case of the Mudarabah pool suffering a loss, the loss will be confined to the funds deposited by you in the pool with the bank.**

7. Donation of Non-Shari'ah Income

- 7.1. You appoint the bank to dispose off or donate any impermissible or Non-Shari'ah compliant profit accrued to your Account as stipulated by our Shari'ah Advisory Committee to charitable organisations on your behalf without your consent.

8. Statements

- 8.1. You will not receive Account statements during the Investment Period. Your balance and profit accrued up to the date of your enquiry can be obtained at your nearest branch.