INSTANT MONEY WALLET TERMS AND CONDITIONS (TERMS)

1. INTRODUCTION

- 1.1 These Terms apply to you and your use of the wallet (including when you use your card for any purchase or when you send and receive money through your wallet), and they are a binding legal agreement between you and us. Please read the Terms carefully and pay special attention to the clauses in bold, as they may exclude or limit our liability (responsibility) to you.
- 1.2 These Terms are different from the terms and conditions for Instant Money Transfer. Those terms will apply if you send and receive money through a participating retailer or if you use a Standard Bank ATM, internet banking, the mobile banking application, or cellphone banking. The Terms apply when you send and receive money through your wallet. You must know, understand and comply with the Terms and, as far as it is applicable, the terms and conditions that apply to Instant Money Transfer.
- 1.3 By accepting these Terms when you register for the wallet, you agree to the Terms and warrant (promise) that you are older than 16 years and that you can enter into a legally binding agreement. If you are under the age of 16 or if you cannot enter into a legally binding agreement, then you may use the wallet only if your parent or legal guardian agrees to this. If they agree, they will be bound by the Terms and be responsible for you and your obligations under the Terms.
- 1.4 The Terms take effect (begin) when you register for the Wallet.

2. **DEFINITIONS**

Words used are exactly as defined.

- 2.1 **App** means the Standard Bank Instant Money mobile application.
- 2.2 card means a Standard Bank prepaid card, as approved by us, that you can link to the wallet.
- 2.3 **card PIN** means the personal identification number (PIN) that you choose when your card is activated. The card PIN may be required to complete a purchase transaction.
- 2.4 **channel** means the channel through which you access the wallet, such as the App or any other channel that we may enable from time to time.
- 2.5 **Group** means Standard Bank Group Limited, its subsidiaries and all of their subsidiaries.
- 2.6 **Instant Money Transfer** means the Standard Bank Instant Money service that enables people to send and receive money through a participating retailer, or by using a Standard Bank ATM, Internet banking, the mobile banking application or cellphone banking.
- 2.7 **merchant** means any person (including any participating retailer) that can accept card payments or money for purchases.
- 2.8 **money** means the stored value held in the wallet that you can use for transactions. It also refers to money that you put (load) onto or withdraw from the wallet.
- 2.9 **participating retailer** means a merchant that we approve to enable persons to send and receive money using Instant Money Transfer.
- 2.10 personal information means information about an identifiable natural or, where applicable, juristic person, including 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 to 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.
- 2.11 processing means any operation or activity, automated or not, in respect of 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 use. Process and processed will have a similar meaning.

- 2.12 **prohibited activities** means:
- 2.12.1 illegal or terrorist activities.
- 2.12.2 money laundering, bribery, tax evasion, corruption and fraud, as well as payments that improperly advantage any person.
- 2.12.3 any activities that are subject to sanctions or do not comply with applicable laws.
- 2.13 purchase means the purchase of goods or services (including VAS) from a merchant using your card or money in your wallet.
- 2.14 receiver means the person who receives the money. The receiver must have a cellphone number.
- 2.15 **release PIN** means the PIN that a receiver needs to receive (redeem) the money.
- 2.16 **sanctioned entity** means any natural or juristic person (legal entity) or country on any sanctions list or subject to any sanctions, including:
- 2.16.1 in the case of a juristic person: any person (i) who owns or controls it, or (ii) whom it owns or controls. (For these purposes, owns means holding any percentage of ownership or beneficial interest. Controls means the ability to control the business or policy of the juristic person.)
- 2.16.2 in the case of a country, its ministries, departments and agencies, or any other governmental organisations.
- 2.17 **sanctioning body** means the European Union (EU), Her Majesty's Treasury (HMT), the Ministry of Economy, Finance and Industry (France) (MINEFI), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the United Nations Security Council (UNSC), or any other sanctioning body we recognise.
- 2.18 **sanctions** means any restrictions set by a sanctioning body, including diplomatic, travel, trade, or financial sanctions or embargoes (bans).
- 2.19 **sanctions list** means any list of sanctioned entities published by a sanctioning body, as updated from time to time.
- 2.20 **Standard Bank**, **we**, **us**, or **our** means The Standard Bank of South Africa Limited (Registration Number 1962/000738/06).
- 2.21 **transaction** or **transact** means any debit or credit to your wallet that we action on your instruction, whether through the card or otherwise, including paying for a purchase or sending or receiving money through your wallet.
- 2.22 **VAS** means value-added services or products offered through the App from time to time, such as prepaid data, airtime or electricity.
- 2.23 voucher means the voucher that is created when a person sends money to a receiver using their wallet or through Instant Money Transfer. Its monetary value can be credited to a receiver's wallet or exchanged for cash through Instant Money Transfer.
- 2.24 **voucher number** means the unique reference number associated with a voucher.
- 2.25 **wallet** means the Standard Bank Instant Money digital wallet that can be accessed through a channel.
- 2.26 **wallet PIN** means the PIN that you choose when you register for the wallet (also referred to as a customer-selected PIN or **CSP**).
- 2.27 **website** means www.standardbank.co.za.
- 2.28 **you** or **your** means the person who registers for the wallet.

3. REGISTERING FOR YOUR WALLET

- 3.1 You can register for the wallet through a channel. During the registration process you will be asked to provide us with your personal information, including your South African identity number. We will also ask you to choose your wallet PIN.
- 3.2 You will only have access to your wallet once we have approved your registration.
- 3.3 You cannot register for more than one wallet. Once your wallet is approved, you can use the wallet to manage your money and your cards and to make transactions.

4. USING YOUR WALLET

4.1 You must not use your wallet (including any voucher or any card) for any prohibited activities or anything that breaches any applicable law or these Terms. You will be responsible for any illegal transactions that you make.

4.2 You can only use your wallet (including any voucher or any card) in South Africa.

5. LOADING MONEY ONTO YOUR WALLET

You can load money onto your wallet through the Standard Bank MasterPass mobile application (which can be found in your App), through a voucher created through Instant Money Transfer, or in any other way that we may tell you about.

6. LIMITS THAT APPLY

- 6.1 You can only instruct us to transact in line with the limits on your wallet. If you try to carry out a transaction that will result in a negative balance, it will be declined.
- 6.2 The following limits apply if you transact using your wallet:
- 6.2.1 You can send up to R5 000 a day and R25 000 a month to a receiver.
- 6.2.2 You can store up to R25 000 in your wallet every month.
- 6.2.3 You can receive up to R10 000 daily in your wallet.
- 6.2.4 You can make purchases of up to R10 000 a day and R25 000 a month.
- 6.3 We will let you know through our website if these limits change or if any other limits apply.

7. MAKING SURE THAT THE TRANSACTION INFORMATION IS CORRECT

- 7.1 You must check that your transaction information as well as the details of the merchant (or a receiver, if you are sending money) are correct. **Once you submit your transaction to us for processing, we cannot reverse it.**
- 7.2 We are not responsible for any loss you suffer if you enter incorrect details for your transaction or if you incorrectly repeat a transaction. If you have a dispute about a transaction, you must settle it directly with the merchant (or the receiver, if you are sending money). It is your responsibility to comply with any terms that a merchant imposes on you for a transaction. Merchants are responsible for transactions carried out with them and they are separate from Standard Bank.

8. SENDING MONEY USING YOUR WALLET

- 8.1 You can send money to a receiver using your wallet by following the instructions provided. To send money you must provide:
- 8.1.1 the cellphone number of the receiver.
- 8.1.2 the amount that you want to send.
- 8.1.3 any other information that we request.
- 8.2 You must make sure that the information you provide is correct.
- 8.3 We will send you a voucher number and a release PIN if the receiver is not registered for a wallet.
- The receiver will receive a notification of the voucher number on the cellphone number you provided. You will need to send the release PIN to the receiver. Note that if you communicate the release PIN and the voucher number to any person other than the receiver, there is a risk that such person may withdraw the money themselves.
- 8.5 If you send money directly to a receiver's wallet, no release PIN will be sent and the receiver will have immediate access to the money in their wallet.
- 8.6 If you forget or lose the release PIN, you can use your wallet to reset it. You will receive a new release PIN, which you must give to the receiver.
- 8.7 Once you have submitted the transaction to us to send money to the receiver, you will only be able to cancel it if the receiver is not already a registered wallet user or if they have not already received the money. **Money sent from one wallet to another cannot be reversed.**
- 8.8 If you successfully manage to cancel a payment to a receiver, you will not be refunded any fees that you paid in connection with the payment and we will not be responsible for any loss or damage that you or the receiver may suffer in connection with the cancellation.

9. USING A CARD

9.1 If you want to make a purchase outside of the App, you can apply to us for a card, which will be valid until the expiry date that is printed on the front. You cannot use your card after it expires.

- 9.2 When the card expires and if we agree to it, you may apply for a new card through the App or in any other way that we may tell you about. You may be required to update your personal information before you are given a new card.
- 9.3 Depending on whether you insert, swipe or tap your card for a purchase, you may have to enter your card PIN on the card machine. You may not always be asked to enter a card PIN to complete a purchase (for example when you tap your card), so always try to keep the card safe.
- 9.4 Unless we tell you otherwise, you cannot use your card:
- 9.4.1 to buy something over the telephone, through the internet or on any mobile application.
- 9.4.2 to pay for tollgate charges.
- 9.5 We will process each purchase you make with your card against the money in your wallet. You will be able to use your card until you have no money left in your wallet.
- 9.6 You can manage your card through the App.
- 9.7 We are not responsible if a merchant does not accept your card or if you have a complaint about something that you purchased with your card.
- 9.8 You can have more than one card linked to your wallet.
- 9.9 What happens if your card is damaged

If your card is damaged, you will need to get a new one from us. You must block (cancel) the old, damaged card in your wallet as it can still be used if it is not blocked. You will not be charged for a new card if the damage is not your fault.

9.10 What happens if your card is lost or stolen

If you lose your card or your card is stolen, you can **block** (cancel) the card through the App or in any other way that we may tell you about. You must do this as soon as possible to minimise the loss that you may suffer, as your card can be used until it is blocked.

9.11 Suspending (pausing), unsuspending (restarting) or cancelling (blocking) your card through your wallet

You can choose to pause or block your card through your wallet or in any other way that we may tell you about. If you pause the card, you can restart it anytime. If you block your card, we will delink it from your wallet and you will not be able to use it again. If we agree to it, you can apply for a new card. You can link your new card to your wallet by following the relevant prompts.

10. BUYING VAS

- 10.1 You can use the money in your wallet to buy value-added services (VAS) by following the instructions provided.
- VAS purchases fall under the terms and conditions of the service provider you are making the purchase from. These VAS service providers are separate from us and may set expiry dates for VAS, in addition to other restrictions and requirements. You must review all applicable terms and conditions before you place an order for any VAS. If you have any questions about your VAS purchase, you must go directly to that service provider. We cannot be held responsible for any loss you may suffer because of something your VAS service provider has or has not done.
- As we only facilitate the VAS purchase, we cannot offer any exchange or refund on a VAS purchase after you have submitted the transaction to us for processing. VAS is of such a nature that it cannot be returned, as stated in the Electronic Communications and Transactions Act 25 of 2002. This also means that you are responsible for any loss that you suffer if you made a mistake when purchasing VAS (for example, if you duplicated a purchase), as the transaction cannot be reversed.
- Once you buy VAS, it can take up to 24 hours from the time of purchase for it to be delivered to you (the type of delivery will depend on what VAS you have purchased). You must call us if you don't receive a successful-transaction message after completing your purchase, or if you don't receive your VAS within 24 hours, or if there is any problem with your VAS. If your query relates to a VAS service provider's terms and conditions, or if you are not sure how to redeem the VAS, you must contact the service provider to solve the matter.
- 10.5 If you raised the issue with the VAS service provider and the problem is still not resolved within 14 days, you must let us know and we will take up the matter on your behalf. We may also ask you to provide us with proof that you contacted the service provider first.
- 10.6 We will only be able to help you, the purchaser of the VAS, and not the person to whom you have sent the VAS.

11. WITHDRAWING MONEY FROM YOUR WALLET

- 11.1 You can withdraw money from your wallet by creating a voucher and then receiving (redeeming) it through any participating retailer or Standard Bank ATM.
- 11.2 The redemption of any voucher at a participating retailer or Standard Bank ATM is subject to the terms and conditions of Instant Money Transfer. You must accept the Instant Money Transfer terms if you wish to redeem a voucher through Instant Money Transfer.

12. FORGETTING YOUR WALLET PIN OR YOUR CARD PIN

- 12.1 You can reset your wallet PIN (and your card PIN, if you have a card) if you forget or wish to change either of them.
- 12.2 You can reset your card PIN or wallet PIN through the App or in any other way that we may tell you about.

13. KEEPING YOUR WALLET PIN AND CARD PIN SECURE

- 13.1 You must keep your wallet PIN (and your card PIN, if you have a card) a secret and not share it with anyone else. After your wallet PIN or your card PIN has been entered, we may process a transaction as if you authorised it. Unless you can prove otherwise, you are responsible for all transactions, whether they are authorised by you or not.
- Even if someone does not have your card PIN, they can still use your card (for example, they can tap your card for a purchase). Always keep your wallet PIN, your card and your card PIN safe.
- 13.3 If you suspect that anyone else knows your wallet PIN, card PIN or any other authentication information, you must immediately tell us, so that we can suspend access to your profile.
- 13.4 We are committed to providing safe online services. All uses of your wallet and transactions through it are encrypted in line with industry standards. We do not have access to your wallet PIN or your card PIN.

14. FEES AND COSTS

- 14.1 There is no fee charged when you access your wallet or when you use your card to pay for purchases outside of the App. You will not be charged a fee if you load money onto your wallet with a voucher. If you use any other method to load money onto your wallet, you may be charged a fee to do this. You will be told what this fee is before you load money.
- 14.2 We will charge you a fee when you send money to a receiver who is not registered for a wallet.
- 14.3 We may charge you for a card or a replacement card. You will be told what this fee is when you apply for it
- 14.4 We will deduct any fees charged for transactions from the money in your wallet.
- We may change these fees or charge other fees (or add features or functions) at our discretion. We will tell you about this before we do it.
- 14.6 The fees that we will charge can be found on our website and may change from time to time.
- 14.7 You will not be paid interest on any money held in your wallet. You will also not receive any interest on the money during the time from when you send money until it is redeemed, no matter how long this period is.
- 14.8 Standard data costs will be charged when you transact through your wallet. These costs are charged by your network services operator or mobile-network operator. Any questions related to your data costs must be directed to your network services operator or mobile-network operator.

15. NO STATEMENTS

- 15.1 We will not send you any correspondence or statements for the transactions.
- 15.2 You will be able to see your balance or recent transaction history at any time through your wallet.

16. USING AND SHARING YOUR PERSONAL INFORMATION

- 16.1 You give consent for us to collect your personal information from you and, where lawful and reasonable, from public sources, for credit, fraud prevention and compliance purposes, as well as for the purposes set out below.
- You confirm that, if you give us personal information about or on behalf of other persons (including account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised:
- 16.2.1 to give us their personal information.

- 16.2.2 to consent on their behalf to the processing of their personal information, and specifically any crossborder transfer of personal information to, from and outside of the country where the products or services are provided.
- 16.2.3 to receive any privacy notices on their behalf.
- 16.3 You give consent for us to process your personal information for the following purposes and in the following ways:
- To provide products and services to you in terms of these Terms and to provide any other products and services for which you may apply.
- 16.3.2 To carry out statistical and other types of analyses to identify potential markets and trends, and to evaluate and improve our business (this includes improving existing products and services and developing new ones).
- 16.3.3 In countries outside of the country 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.)
- By sharing your personal information with our third-party service providers locally and outside of the country 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 provide their services.)
- 16.3.5 Within the Group.
- 16.4 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.
- 16.5 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.

17. DISCLAIMERS

- 17.1 You use the wallet or card at your own risk. Neither we nor any merchant can be held liable:
- 17.1.1 for any circumstances beyond our and their control or for indirect damages, no matter how they are caused.
- 17.1.2 should you or a receiver lose, accidentally disclose or fail to keep any wallet information secret and safe (including the wallet PIN or the release PIN).
- 17.1.3 if the money in your wallet or card is accessed by a third party.
- 17.1.4 if you did not fulfil your obligations under these Terms.
- 17.2 We cannot always guarantee that the wallet or card functionality will be available or fault-free. There may be various reasons for this; for example:
- 17.2.1 you provided us with incorrect or incomplete information.
- there may be scheduled or unscheduled maintenance downtime or the service may have to be upgraded or updated.
- 17.2.3 a technical problem may affect a receiver's ability to receive a voucher.
- 17.2.4 you may experience a problem with a system or equipment.
- 17.2.5 Service may be disrupted through a failure by third parties, including telecommunications service providers, mobile-network operators and internet service providers.
- 17.3 Our and the merchant's liability for any loss or damage, delay, non-delivery or non-payment of money, no matter how it is caused, will be limited to the amount sent or paid for a purchase and our fees.

18. SUSPENDING (AND UNSUSPENDING) YOUR ACCESS TO YOUR WALLET OR YOUR CARD

- 18.1 We may suspend your access to your wallet or your card at any time, including in cases where:
- 18.1.1 you ask us to do it (for example, if you suspect that someone knows your wallet PIN or your card PIN).
- 18.1.2 you enter your wallet PIN or your card PIN incorrectly three times in a row. If you enter an incorrect card PIN three times in a row, your card will be suspended (paused), and you will not be able to use the card. Your card will only be unsuspended (restarted) once you have reset your card PIN. If you asked us to suspend access or if you entered your wallet PIN incorrectly, you must call us and we will guide you through the process to unsuspend your access.

- 18.1.3 the Terms permit us to do this.
- 18.1.4 we suspect that you have breached (gone against) the Terms.
- 18.1.5 we suspect fraud or suspect that you are using the card or wallet for prohibited activities.
- 18.1.6 your personal information, which you must give to us, is not up to date.
- 18.1.7 we suspect that we are exposed to risk through your use of the card or the wallet.
- 18.1.8 we are required to do so by law, any regulatory authority, payment scheme or sanctioning body or ordered by a court.
- 18.2 Should we suspend your card because of the above, the card will only be started again if you have corrected the breach (where possible) when you were told to do so. If we decide to block your card, it will be delinked from your wallet and you will not be able to use it again. You will only qualify for a new card if we are satisfied that you have corrected the breach (where possible) and if we agree to give you a new card
- 18.3 We will allow you access to your wallet or your card again if you have corrected the breach (where possible) when we told you to.

19. ENDING THE RELATIONSHIP BETWEEN YOU AND US

- 19.1 If you have a card, you may stop using it at any time. If you do not wish to use it anymore, this does not stop you from continuing to use the App or your wallet.
- 19.2 You may stop using your wallet at any time. If you do not wish to use it anymore, you must make a reasonable effort to spend any remaining money.
- 19.3 We may end our relationship with you in respect of your wallet or your card at any time, including in cases where:
- 19.3.1 we have asked you to correct your breach of these Terms (if possible) and you have not done so, or you have not done so in time.
- 19.3.2 we suspect that we are exposed to risk through your use of your wallet or the card.
- 19.3.3 we believe or suspect you are using the wallet or card wrongly or unlawfully (illegally) or for any prohibited activity.
- 19.3.4 it is necessary to protect Standard Bank, our clients, our systems or any receiver.
- 19.3.5 we are required to do so by law, any regulatory authority, a payment scheme or a sanctioning body or ordered by a court.
- 19.4 If our relationship with you ends, you will no longer have access to your wallet, and you must stop using your wallet and the card. We will tell you if this also ends our relationship with you in respect of the App.
- 19.5 If the law allows it, you have a right to a refund of the remaining money. We will let you know at the time what you must do to get this refund.

20. SANCTIONS

- 20.1 You must not:
- 20.1.1 use your wallet or card to assist or benefit any sanctioned entity.
- 20.1.2 send money to any person who may use or intends to use the proceeds to assist or benefit a sanctioned entity's activities.
- 20.1.3 be involved in any prohibited activities.
- 20.2 You warrant (promise) that you are not:
- 20.2.1 a sanctioned entity.
- 20.2.2 being investigated for any activities relating to sanctions.
- 20.3 You must let us know immediately in writing if you are being investigated for any activities relating to sanctions.
- 20.4 If we know or suspect that you are in breach of this clause or that you are about to become subject to sanctions, we can immediately, at our discretion:
- 20.4.1 cancel or suspend your access to your wallet or card.
- 20.4.2 cancel these Terms.
- 20.5 We cannot be held liable (responsible) to you for any loss you suffer if we cancel these Terms.

21. CHANGES TO THESE TERMS

- 21.1 We may change these Terms. We will tell you about such changes through the App, our website or other social media, or by sending you an SMS, MMS or email. We may also send a push message to your phone (in other words, a message that you must respond to). You must make sure that we always have complete, accurate and up-to-date contact details for you.
- 21.2 The latest version of these Terms applies to you each time you use your wallet or the card. By continuing to use your wallet or the card, you agree to the updated Terms.
- 21.3 If you do not agree with these changes, you must not use your wallet or the card anymore.
- 21.4 Changes we make to these Terms do not constitute a cancellation of the Terms and you cannot change any of these Terms.

22. WHERE LEGAL DOCUMENTS AND NOTICES WILL BE SENT

22.1 We choose the following address for the service or delivery of any legal documents (our *domicilium citandi et executandi*):

5 Simmonds Street Johannesburg 2001 Attention: Legal, South Africa

- 22.2 You choose the address that you gave us when you registered 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. Sections 11 and 12 of the Electronic Communications and Transactions Act 25 of 2002 do not apply to these documents or notices.

23. LAW GOVERNING OUR RELATIONSHIP

South African law will govern these Terms.

24. GENERAL PROVISIONS

- 24.1 Headings in these Terms are for information only and must not be used to interpret the Terms.
- 24.2 South African time applies when any dates or times are worked out.
- 24.3 No extension of time or other allowance we may give you will affect any of our rights, whether the extension or allowance is expressly stated or implied. We do not waive (give up) any of our rights.
- 24.4 If any of the clauses in these Terms are invalid or illegal or cannot be enforced, the other clauses will still be valid.
- You cannot cede or delegate (transfer to another person) any of your rights or obligations under these Terms without our prior written consent.

25. COMPLAINTS AND CUSTOMER RESOLUTION

- 25.1 You can contact us on 0860 466 639 (normal charges apply), by email at instantmoney@standardbank.co.za or through our website at www.standardbank.co.za.
- 25.2 If you have any questions about a purchase, you must contact the merchant directly.
- 25.3 If you have a complaint about the App, your wallet, your card or these Terms, you can follow our complaints process, which is available at:

 https://www.standardbank.co.za/secure/CRC/Ombudsman.html
- 25.4 If you still have a problem or if you are not happy with the way that it was resolved, you may contact the Ombudsman for Banking Services as follows:
- 25.4.1 By telephone on 0860 800 900 or 011 838 0035.
- 25.4.2 By email at info@obssa.co.za.
- 25.4.3 Through the website at http://www.obssa.co.za.