

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. The Terms are a binding legal agreement between you and us.

1.2 We may change these Terms. The latest version of the Terms applies to you each time you use Digital Banking.

1.3 You must know, understand and comply with:

1.3.1 these Terms;

1.3.2 the Account Terms; and

1.3.3 the General Terms.

1.4 If there is a conflict between these Terms, the Account Terms and General Terms, these Terms will apply for Digital Banking.

1.5 Please pay special attention to the words in **bold**, as they may exclude or limit our liability (responsibility) or involve some risk or you.

2. Definitions

We have defined some words. These words begin with a capital letter. Singular words include the plural and the other way around.

Word	Meaning
Access Codes	The access codes you use to access Digital Banking, such as a password, personal identification number (PIN), card number, one-time password (OTP), email address and/or fingerprint biometric information
Account	The bank account(s), investment account(s) or investment portfolio(s) we open in your name, at your request and through which you can access using Digital Banking.
Account Terms	The terms and conditions for your Account
Applicable Laws	Whenever updated, all national, provincial, local and municipal legislation, regulations, statutes, by-laws or other laws of any relevant governmental authority and any other instrument having the force of law relating to the activities covered by these Terms.

ATM	Automated teller machine.
Beneficiary	Person to whom you make a payment and who is listed as such on your Account.
Card	Any card we issue to you that is linked to your Account.
Cell Phone banking	Digital Banking through a cell phone.
Content Provider	Means a juristic person that distributes their products in a particular territory through a Digital Banking platform.
Device	The equipment you use to access Digital Banking, for example, a computer, cell phone, tablet, smart television, ATM or similar technology.
Digital Banking	Managing of your Account, Transacting and all associated services through a Device.
EAP Limit	An electronic account payment limit, which can be set through Online Banking or the Mobile App.
General Terms	The general banking terms and conditions which you agree to when you start a relationship with us.
Group	Standard Bank Group Limited, its subsidiaries and their subsidiaries.
Instant Money	The Instant Money service offered to you where you instruct us to send an amount of money to a recipient through an electronic voucher, which the recipient can redeem for cash (South African rand value) at one of our branches, ATMs or at an approved vendor.
Jailbroken Device	a Device that has been hacked to gain access to areas of the Device that users are prohibited from accessing/handling, usually to unlock the Device to install programs which cannot be installed on the Device or for use with another cellular network, or both.
Mobile App	Our mobile application, the Standard/Stanbic Bank Mobile App, which you can use to access Mobile App banking.
Online Banking	Digital Banking through the internet.
Personal Information	Information about an identifiable, natural person and or where applicable, a 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;

	<p>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.</p>
Prepaid	<p>A Transaction with a service provider for airtime, SMS bundles, data bundles or electricity excluding where Standard Bank is the service provider</p>
Process	<p>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.</p>
Profile	<p>The profile created when you register for Digital Banking.</p>
Prohibited Activities	<ul style="list-style-type: none"> • illegal or terrorist activities. • money laundering, bribery, tax evasion, corruption or fraud. • any activities which are subject to Sanctions or do not comply with Applicable Laws. • making a payment or transfer of value which has the purpose or effect of obtaining an improper advantage for any person.
Sanctioned Entity	<p>Any natural or juristic person or country listed on a Sanctions List or who is subject to any Sanctions, which includes:</p> <ul style="list-style-type: none"> • in the case of a juristic person, any person who (i) owns or controls it; or (ii) it owns or controls (and for these purposes, owns means holding any percentage of ownership or beneficial interest and controls means the ability, directly or indirectly and whether through the voting of shares, the appointment of directors or similar officers or through any other means, to control the business or policy of the juristic person) • in the case of a country, its ministries, departments and agencies and/or any other governmental organisations.

Sanctioning Body	The United Nations Security Council (UNSC), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the European Union (EU), Her Majesty's Treasury (HMT), the Ministry of Economy, Finance and Industry (France) (MINEFI) or any other sanctioning body we recognise.
Sanctions	Any restrictions set by a Sanctioning Body, including diplomatic, travel, trade or financial sanctions or embargoes.
Sanctions List	A list of Sanctioned Entities published by a Sanctioning Body, whenever updated.
Standard Bank, we, us, our	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns and includes the Group.
Transaction	Any debit or credit on your Account made with or without using the Mobile App, including payments for goods and/or services, deposits, inter-account transfers, Instant Money transactions, Prepaid Purchases, purchases made using a QR code scanner on the Mobile App, withdrawals, investments, disinvestments and/or use of any banking, saving(s) and investment(s) facilities available on this Digital Banking, that we action on your instruction. Transact and Transacting will have a similar meaning.
User	A person who is given authorisation to Transact on your Account.
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

If you click on some words in these Terms, they have links to other information that may apply to you. These are called hyperlinks. You must comply with any links that apply to you, because they form part of these Terms.

4. Using Digital Banking

- 4.1 When you use Digital Banking, you communicate with us using a Device, so there is no direct personal contact between you and us.
- 4.2 We will act on all instructions that seem to come from you – even if they are actually coming from someone pretending to be you.
- 4.3 **You will need to input the Access Codes to access Digital Banking, so please keep the Access Codes in a safe place. 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 authorised it.**
- 4.4 You can instruct us to Transact based on the services you have on your Account. We will treat your instructions to us in line with your Profile, your Account, the Account Terms and

- the Transaction. We don't always carry out instructions at the same time or in the same way.
- 4.5 If you send an instruction after 7pm (South African time), your statement will show that it went through on the next business day.
 - 4.6 **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 any of our services, including Prepaid purchases, Immediate Payment, QR code scanner payments, Payment Request, playing the National Lottery, AVS and Instant Money transactions.**
 - 4.7 **We are not responsible for any losses 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.**
 - 4.8 We are not responsible for any loss you suffer if you enter the wrong details for your Transaction.
 - 4.9 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.
 - 4.10 You may delete or change scheduled and repeat payments if they have not yet been made (been actioned by us).
 - 4.11 You must make sure that there are enough funds in your Account for any payments and fees, including scheduled and repeat payments, otherwise the payment may not be processed. You must transfer any funds required for a scheduled or repeat payment at least 24 hours before the payment is due to be made.
 - 4.12 In relation to a voucher purchased on the Digital Banking platform, it should be noted that the voucher and the voucher code is issued by the Content Provider who is the supplier of the relevant services pertaining to such a voucher.
 - 4.13 When you access Digital Banking on you Device, you can only open only one Profile at a time; meaning you can only Transact with the Profile you have open at any given time. For example, you cannot Transact from your Digital Banking for Business Profile if you are in your Digital Banking Personal Profile.
 - 4.14 You will be charged data costs if you download Digital Banking on your Mobile App. **You must contact your mobile network operator to ask for details.**

5. Prepaid Purchases

- 5.1 Prepaid purchases fall under the terms and conditions of the service provider you're making the purchase (buying) from.
- 5.2 **If you have a dispute in respect of a Prepaid purchase, you made using Digital Banking you must contact the service provider directly and the dispute must be settled entirely between you and the service provider. It is your responsibility to comply with any terms and conditions that a service provider imposes on you in terms of any Prepaid products or services that they sell to you. We are not responsible and cannot be blamed for any losses you may suffer because of something your service provider has or has not done.**
- 5.3 **If we do not debit your Account for any Prepaid purchases you make at the time, we may do so later, on notice to you.**

6. Account Verification Services (AVS)

- 6.1 AVS allows you to verify if the account number you have entered belongs to the beneficiary you intend to pay. While Standard Bank has taken reasonable care to display the correct

information, beneficiary details may change from time to time and it is your responsibility to ensure that you have the correct beneficiary details. You use AVS at your own risk.

- 6.2 **We are not responsible for any errors or incorrect details displayed and/or any losses you may suffer as a result of your reliance on AVS.**
- 6.3 **When you use AVS to verify the details of a Beneficiary who has an account with another bank, a fee will be charged, which will be displayed to you during the AVS process. Even if the Beneficiary details you have entered do not match the details we have on our records, this fee will still be charged.**
- 6.4 **No fee will be charged where you use AVS to verify the details of a Beneficiary who has a Standard Bank account.**

7. SPECIFIC PAYMENT TRANSACTIONS

7.1 MAKING AN IMMEDIATE PAYMENT

- 7.1.1 If you select the option “Immediate Payment” when making a payment to a Beneficiary (Immediate Payment) and the Transaction is successful, funds will be put into their account in real time, which means that the Beneficiary will be able to use these funds almost immediately.
- 7.1.2 Immediate Payments to existing unchanged Beneficiaries should be processed within 60 seconds. Once-off Immediate Payments or Immediate Payments to new Beneficiaries or Beneficiaries whose details have been amended may take up to 2 hours to be processed.
- 7.1.3 You will only be able to make an Immediate Payment to a Beneficiary if their bank supports Immediate Payments.
- 7.1.4 **Cut off times: Immediate Payments can only be processed between 04h00 and 23h50 for DigiMe users, and 06h00 and 21h50 for non-DigiMe users on any day. [DigiMe is an innovative solution designed to ensure that your digital profile is strong and secure. It involves a combination of two or more factors to authenticate your real identity.]**
- 7.1.5 You cannot make an Immediate Payment from a credit Card, investment or a loan Account.
- 7.1.6 **Immediate Payments are subject to limits (including your EAP Limit), as advised by us through the Device used to access Digital Banking.**
- 7.1.7 You may be prompted for an OTP for each Immediate Payment that you submit. You must enter this OTP to validate your Immediate Payment.
- 7.1.8 **You must check that all the details (including the amount and the recipient information) are correct when you make an Immediate Payment. Once you finalise a payment it cannot be reversed. We will not be responsible for any loss you may suffer, and you waive (give up) any claim against us if you insert the incorrect details for your Immediate Payment.**
- 7.1.9 We will charge you a non-refundable fee at the time you make an Immediate Payment. If you do not have enough money in your Account to pay this fee, we may not process the Immediate Payment.

7.2 REQUESTING A PAYMENT (ONLY APPLICABLE ON MOBILE APP)

- 7.2.1 You can request a payment (**Payment Request**) from a person (**Payer**) by generating a QR code or through near field communication (NFC). The Payer will be able to see your Personal Information (such as your name and account number) when responding to your Payment Request.

- 7.2.2 The Payment Request is only available through the Mobile App and if your Device supports it. You can only send a Payment Request to a Payer that also has a Mobile App and they are nearby when you send a Payment Request.
- 7.2.3 Once you have sent a Payment Request, you cannot stop it or take it back. We will not get involved in any dispute between you and the Payer. If you have a dispute with the Payer, you must deal with the Payer directly.
- 7.2.4 By sending a Payment Request to a Payer, you consent to us sharing your Personal Information with the Payer. We are not responsible for what else they do with this Personal Information and you waive (give up) any claim you may have against us for any losses you may suffer if you use Payment Request.

7.3 MAKING A PURCHASE USING QR CODE SCANNER (ONLY APPLICABLE ON MOBILE APP)

- 7.3.1 You can make a purchase by scanning the QR code displayed on a participating retailer's point of sale device with the QR code scanner available on the log in page of the Mobile App.
- 7.3.2 You will be required to input your Access Code and log in to your Mobile App to complete the QR purchase. By clicking "confirm", you authorise us to immediately debit your Account with the full cost of the QR purchase and pay the retailer.
- 7.3.3 **You must ensure that your Account has sufficient funds for the QR purchase. You cannot make a part payment for the QR purchase and then use another payment method for the balance.**
- 7.3.4 **You must check that all the details (including the retailer's name and the amount) are correct when you make a QR purchase. Unless there is a technical error, once you finalise a QR purchase it cannot be reversed. We will not be responsible for any loss you may suffer, and you waive (give up) any claim against us if you insert the incorrect details for a QR purchase.**
- 7.3.5 Where a technical error occurs either on a point of sale device or on the Mobile App, the QR purchase will be reversed and you may attempt to make it again. If you see a payment pending screen on your Mobile App, you must refer to the point of sale device for confirmation that the transaction was successful.
- 7.3.6 **You may contact us on 0860 000 000 should you experience any problems making a QR purchase.**
- 7.3.7 **We do not warrant or accept any responsibility or liability for the products or services of any participating retailer. All QR purchases are subject to the participating retailer's terms and conditions and policies (including refunds) and we are not a party to these. If you have any issue or dispute regarding a product or service bought from a retailer, you must take it up directly with the retailer.**

8. NATIONAL LOTTERY

- 8.1 Provided that you are at least 18 years old, you can use the Mobile App or Cellphone Banking to play the South African National Lottery which includes LOTTO and Powerball (**National Lottery**).
- 8.2 We cannot give you a loan to buy a National Lottery ticket (**Ticket**). This means that you cannot use your credit Card or any other loan Account to buy a Ticket. You also cannot use a business banking product or a (sum)1 Account to buy a Ticket.
- 8.3 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.

- 8.4 You may not buy a Ticket for someone who is younger than 18 years old. Linked accounts belonging to a minor may not be used by a parent or guardian to play any of the National Lottery games.
- 8.5 You may not spend more than R1000 on Tickets per day or R15 000 in any month.
- 8.6 You authorise us to debit your Account with the cost of the Ticket. If you do not specify which Account we can debit, or you only have one Account with us, we will debit your primary Account.
- 8.7 **Once you instruct us to buy a Ticket, you cannot stop or take back the instruction. When you play the National Lottery, you must comply with all the National Lottery's rules (Rules), including the National Lotteries Act 57 of 1997, all game rules as well as any applicable terms and conditions, which can be found on their website.**
- 8.8 If you win a prize, it will be paid to you in South African Rand. No prize will be paid to anyone under the age of 18 or is excluded in terms of the Rules from playing the National Lottery.
- 8.9 Provided that all your KYC documents (documents required in terms of The Financial Intelligence Centre Act 38 of 2001) are up to date, we will pay any winnings less than R249 999.99 directly into the Account that we debited with the cost of your Ticket.
- 8.10 If you win more than R249 999.99, you must claim your winnings directly from the National Lottery operator, at the applicable regional National Lottery Office. You will need to complete a form and provide proof of identity, together with other documentation as required. **To the extent applicable, you consent to us sharing your Personal Information with the National Lottery operator.**
- 8.11 **We may in our sole discretion refuse to process your instruction to buy a Ticket, including if we know or suspect that you suffer from a gambling addiction or play the National Lottery excessively.**

9. PERMISSIONS MANAGER (ONLY APPLICABLE TO DIGITAL BANKING FOR BUSINESS)

- 9.1 Once you complete the registration process for Digital Banking Business for Business, you can add Users to your Profile. You can set different authorisations on your Account for these Users.
- 9.2 The below authorisations granted to the Users will be issued and administered by you, solely at your discretion.
 - 9.2.1 Viewing permission
 - 9.2.1.1 If you grant a User viewing permission, this User will only be able to view balances and statements on the Account(s) for which you have given them permission to access.
 - 9.2.1.2 A User with viewing permissions will not be able to perform any other functions on the Account(s) other than the view certain information in relation to the Account(s) on which he/she has been granted viewing permissions.
 - 9.2.2 Capturing permission
 - 9.2.2.1 If you grant a User capturing permission, this User will be able to capture the details of payment Transactions to be submitted from the relevant Account(s).
 - 9.2.2.2 Any payment Transactions being captured by a User with capturing permissions will not be processed by us until such time as a User with releasing permissions has validated such payment and released it from his/her queue of payments to be released and paid over to the Beneficiary of the payment.
 - 9.2.3 Releasing permissions
 - 9.2.3.1 If you grant a User releasing permission, this User will be able to view Transactions that have been sent to them for approval on the Account(s) for which you have given them permissions to access. They will also be able to release these Transactions.
 - 9.2.3.2 Any payments being released by a User with releasing permissions will be deemed to be an instruction coming from you or any other person authorised to transact on the Account(s) on your behalf.
 - 9.2.4 Full permissions

- 9.2.4.1 You cannot grant a User full permission on your Account.
- 9.2.5 You can add and/or deactivate and / or delete Users from your Profile from time to time. Any Users added by you will be deemed to have the necessary consent from you to perform the functions assigned to them in accordance with the authorisations granted to them. We are not responsible for any losses you suffer if you authorise a User to Transact on your Account on your behalf. You waive (give up) any claim against us if this happens

10. FEES

- 10.1 We may 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.
- 10.2 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.

11. LOOKING AFTER YOUR ACCESS CODES AND EAP LIMIT

- 11.1 **You must keep your Access Codes secret and safe. Someone who knows your Access Code could get access to your Profile and your Account whether through the same Device or otherwise and Transact on your Account which includes stealing your money, using your private Account information illegally, applying for a credit facility such as an overdraft or loan, making an international payment (which would affect your single discretionary allowance), applying for an overdraft limit increase or changing your credit limits, ATM limits or EAP Limits.**
- 11.2 **It is not safe to keep your Access Codes on a computer.**
- 11.3 **We are not responsible for any loss you may suffer and you waive (give up) any claim you may have against if you have compromised your Access Codes to any unauthorised third party which results in any of the consequences above in clause 11.1.**
- 11.4 **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 contact our Customer Contact Centre or your branch immediately if someone has asked you for, or may know, any of your Access Codes.**
- 11.5 If you ask us to stop or change any Access Code, we may:
 - 11.5.1 ask you to prove your identity to us;
 - 11.5.2 reject any banking instructions we receive;
 - 11.5.3 stop a payment or banking instruction if it has not already been carried out;
 - 11.5.4 reverse payments if we can, from the time we think someone started using your Access Code without permission; or
 - 11.5.5 deactivate the Access Code (stop it from working) immediately, without telling you.
- 11.6 A default EAP Limit has been set on your Profile. You can make payments up to this EAP Limit. If you want a different EAP Limit, you must change the EAP Limit in your Profile. It is your responsibility to manage your EAP Limit.
- 11.7 Daily payment limits have been set by us for Prepaid Purchases and Instant Money Transactions and are linked to your withdrawal limit, and they cannot be changed by you. If you want to change your withdrawal limit you must contact, you branch or do so at an ATM

12. SECURITY FOR DIGITAL BANKING

- 12.1 Information sent through Digital Banking 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. 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 and follow the security tips.
- 12.2 **We are not responsible for any losses you may suffer because someone accessed your Device or your Account illegally or without permission and you have not followed our advice about using Digital Banking safely.**
- 12.3 To limit the risk of fraud or theft on your Account, we may check any information you send to us through Digital Banking
- 12.4 **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.**
- 12.5 **If your Device is lost, stolen or not in your possession (you don't have it with you), you must immediately log in to your Digital Banking 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.**
- 12.6 **You acknowledge that you may not access Digital Banking from any Jailbroken Device. We are not responsible for any loss you may suffer, and you waive (give up) any claim you may have against if you as the result of you: (a) downloading Digital Banking on any Jailbroken Device, (b) using Digital Banking on any Jailbroken Device, and/or (c) distributing Digital Banking to any Jailbroken Device. We will not be responsible for the security of any of your Accounts, or Personal Information or other data which you may provide on Digital Banking, should you access Digital Banking from a Jailbroken Device.**
- 12.7 If you are using Digital Banking on the Mobile App, you can have only one Mobile App on a Device at a time, but you can download the Mobile App onto as many Devices as you require. You do not need to re-register for each Device, but you must login using your Access Codes.
- 12.8 **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 always be careful.**
- 12.9 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).

13. AVAILABILITY OF DIGITAL BANKING

- 13.1 Digital Banking (including your Account, Device or other products and services we offer) may not always be available. There are many reasons for this, including:
- 13.1.1 technical failure or problems with a Device;
- 13.1.2 problems with a telecommunication or electricity service; or
- 13.1.3 other circumstances beyond our control.
- 13.2 If Digital Banking is unavailable for any reason, you agree to communicate or bank with us in any other way so that you limit potential losses on your Account.
- 13.3 When using the Mobile App, you should only use the latest version of the Mobile App. If you do not install the latest version, the Mobile App may not function correctly and you

may experience security and/or data flaws, for which we will not be liable under any circumstances.

14. ENDING YOUR DIGITAL BANKING SESSION

- 14.1 You must make sure that you log out of Online Banking, the Mobile App or disconnect Cell Phone Banking or a telephone banking call, when you have finished using Digital Banking.
- 14.2 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 losses you may suffer if this happens.

15. INFORMATION FROM US THROUGH DIGITAL BANKING

- 15.1 Any information or other content that we provide through Digital Banking 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.
- 15.2 Information through Digital Banking is to give you general information about us, and our products, services and goals. For example, we may give information about:
 - 15.2.1 estimated income, capital expenses, returns on investment, shares or other financial items;
 - 15.2.2 our plans, goals and estimates for our future operations and services; and
 - 15.2.3 our estimates of the economy's future performance.
- 15.3 Because we only refer to 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.
- 15.4 Refresh your screen regularly to make sure that the information you see is the latest that is available through Digital Banking. News or market information, such as share prices or data, is updated regularly but may be at least 30 minutes old.
- 15.5 We may use other organisations to put information through Digital Banking. 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.
- 15.6 All this information is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.

16. LINKS TO THIRD PARTIES' (OTHER) INFORMATION

- 16.1 Through Digital Banking we may link to 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, person or business, it does not mean that we have checked or approve of them.
- 16.2 **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 losses you may suffer because you connect to such third party.**

17. SOFTWARE AND HARDWARE

- 17.1 You must use hardware (computer equipment) and software (programs) suitable for Digital Banking. If you do not, Digital Banking may not work properly, and this could increase your security risks.
- 17.2 If we offer software to you on or through Digital Banking, the licence agreement for that software is between you and the software's licensor (owner).
- 17.3 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.
- 17.4 We also do not guarantee or suggest that any file, download or application through Digital Banking 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.

18. OUR INTELLECTUAL PROPERTY

- 18.1 We keep the copyright, trademarks and any other intellectual property rights in all content on or sent through Digital Banking, (including storage media). You may print and make a paper copy of content sent through Digital Banking, including logos, images or multimedia works. You may print this content only if:
 - 18.1.1 it is for your personal use;
 - 18.1.2 it is not used for any commercial (business) reason; and
 - 18.1.3 the copy of the content shows our copyright notice.
- 18.2 The logos and trademarks that we use in Digital Banking belong to us or other parties. Nothing used in Digital Banking gives any person the right to use any trademark or other intellectual property (our property) without our written permission.
- 18.3 Even if any content used in Digital Banking is not confidential or there is no copyright in it, we own the content and you have no rights in it.
- 18.4

19. USING AND SHARING YOUR PERSONAL INFORMATION

- 19.1 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.
- 19.2 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 the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 19.3 You consent to us Processing your Personal Information:
 - 19.3.1 to provide products and services to you in terms of this agreement and any other products and services for which you may apply;
 - 19.3.2 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);
 - 19.3.3 in countries outside 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;
 - 19.3.4 by sharing your Personal Information with our third-party service providers, locally and outside 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 carry out their services; and
- 19.3.5 within the Group.
- 19.4 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.
- 19.5 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. Marketing by post, email or text messages.
- 19.6 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 SMS. 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 LOSSES

- You will cover (pay for) any losses that we may suffer on your behalf because:**
- 20.1 **you didn't make certain payments;**
- 20.2 **you breach these Terms, or you are involved in any Prohibited Activity;**
- 20.3 **you gave us wrong instructions or information or put in the incorrect payment details for your Transaction;**
- 20.4 **you did not have enough money for a payment from your Account; or**
- 20.5 **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 You must not:
- 21.1.1 use (or otherwise make available) Digital Banking to assist or benefit any Sanctioned Entity;
- 21.1.2 be involved in any Prohibited Activity; and
- 21.1.3 use your Account for any Prohibited Activities.
- 21.2 You warrant that you are not:
- 21.2.1 a Sanctioned Entity;
- 21.2.2 being investigated for any activities relating to Sanctions.
- 21.3 **You will cover (pay for) any losses that we may suffer on your behalf because of the seizure, blocking or withholding of any funds by any Sanctioning Body.**
- 21.4 If you are being investigated for any activities relating to Sanctions, you must let us know about this immediately and in writing.
- 21.5 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, in our discretion:
- 21.5.1 cancel or suspend access to Digital Banking and any product or service we provide to you;
- 21.5.2 cancel these Terms and any other relationship we have with you.
- 21.6 We are not responsible to you for any loss you suffer if we cancel these Terms and any other relationship, we have with you.

22. FURTHER WARRANTIES MADE BY YOU

You confirm that:

- 22.1 you can 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 have read and understood these Terms before you accessed Digital Banking.

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

- 23.1 Your use of and Digital Banking depends on factors beyond our control, such as your Device or the network coverage or availability of your internet service provider or mobile device operator. We are not legally responsible and can't be blamed for any loss you may suffer if you cannot access Digital Banking because of this.
- 23.2 We have taken care to make sure that content through Digital Banking is accurate and that you should not suffer any losses by using it. However, information through Digital Banking is provided "as is" and we will not be responsible for any losses that you may suffer if you rely on it.
- 23.3 We are not responsible for any indirect or consequential loss related to your use of Digital Banking, even if we were told that loss was possible.
- 23.4 We are not responsible for any loss 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, using any of our products or services 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, our banking system, a third-party system or any part of any database, for any reason;
 - 23.4.3 you relying on any information provided to you through Digital Banking;
 - 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. CHANGES TO THESE TERMS

- 24.1 We may change these Terms. We may make announcements to you about changes or updates to these Terms, or any of our services. We may do this through Digital Banking or through our website, or by sending you an email, SMS or using another communication technology for example a popup 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 are included in these (original) Terms. We will notify you of any important changes.
- 24.3 **The latest version of the Terms applies to you each time you access Digital Banking. By continuing to use Digital Banking you agree to these updated Terms.**
- 24.4 You may not change any Term.

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, get involved in any Prohibited Activity 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 suspend or terminate your access or use of Digital Banking immediately, if we:
 - 25.2.1 believe or suspect that you are wrongly or unlawfully (illegally) using Digital Banking; 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. We have also included the Ombudsman's contact details at the end of this document.
- 26.4 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 as the address where any legal document or notice must be served or delivered to us (our **domicilium**).
- 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**).
- 27.3 We may send other written communication or notice to your street, postal or email address. 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. How Disagreements or Differences will be Resolved

South African law will govern these Terms.

29. GENERAL PROVISIONS

- 29.1 The singular includes the plural and the plural includes the singular. Unless we say otherwise, a reference to:
 - 29.1.1 a person includes a natural and a legal person;
 - 29.1.2 a person includes a natural and a legal person;
 - 29.1.3 a reference to a clause means a **clause** of these Terms;

- 29.1.4 a reference to **you** or **us** includes your and our employees, agents or authorised representatives, where applicable;
- 29.1.5 the word **including**, is not a word of limitation.
- 29.2 Headings in these Terms are only for information and may not be used to interpret these Terms.
- 29.3 South African law governs these Terms.
- 29.4 You cannot transfer or assign your rights and obligations under these Terms. We can transfer or assign our rights and obligations.
- 29.5 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.
- 29.6 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.
- 29.7 You must make sure you understand exchange control regulations and fully comply with them when you use Digital Banking for purposes outside South Africa.
- 29.8 You are responsible for making sure that you never use Digital Banking for any Prohibited Activity. You will be legally responsible for any illegal Transactions that you make.

30. CUSTOMER CONTACT INFORMATION

- 30.1 If you have any complaints or questions about Digital Banking, you can call our Customer Care Centre 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](tel:0860800900) or [011 838 0035](tel:0118380035);
 - 30.2.2 email: info@obssa.co.za; or
 - 30.2.3 website: 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](tel:+27124709080)
 - 30.3.2 email address: info@faisombud.co.za; or
 - 30.3.3 website: www.faisombud.co.za.