

INSTANT MONEY WALLET TERMS AND CONDITIONS (TERMS)

These Terms become effective when you accept them and will continue for as long as you use the Instant Money Wallet. You must know, understand and comply with these Terms, as they form a binding agreement between you and us.

Important clauses, which may limit our responsibility or involve some risk for you, will be in bold and italics. You must pay special attention to these clauses.

1. DEFINITIONS

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

Word	Meaning
Account	A valid savings, cheque or credit card account held with Standard Bank.
ATM	Automated teller machine.
Cash Collection PIN	The secret four digit personal identification number we provide to you to secure the transfer of Money between you and the Receiver.
Contact Centre	Our customer contact centre which you can call on 0860 466 639.
Device	A mobile telephone, smartphone, tablet, wearable electronic device or similar technology.
Group	Standard Bank Group Limited, its subsidiaries and their subsidiaries.
Channel	The channel that you use to access your Instant Money Wallet, such as a USSD self-service dial string that you access using a Device, or such other channel as we may

Word	Meaning
	allow from time to time.
Instant Money Wallet	A digital wallet which you can access through one of the Channels that enables you to use various payment related services.
Merchant	A merchant where you can send Money or withdraw cash. A list of Merchants can be found on www.standardbank.co.za .
Money	The amount of money you instruct us to send to a Receiver or a Receiver instructs us to send to you.
Personal Information	Information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, 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.

Word	Meaning
Process	Any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information. Processing and Processed will have a similar meaning.
Receiver	The person who receives the Money.
SA ID	South African Identity Document / Smart Card.
Standard Bank, we, us, our	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
Terms	These Instant Money Wallet terms and conditions.
Voucher Number	The unique reference number that we assign to the Money transfer and which is sent to the cell phone number you provide us.
Wallet PIN	The secret five digit personal identification number you create to access your Instant Money Wallet.
You, yours, your	The person who registers for the Instant Money Wallet.

2. INSTANT MONEY WALLET

- 2.1 You can register for the Instant Money Wallet with your South African identity number on one of the Channels.
- 2.2 When you register for the Instant Money Wallet, you must create a Wallet PIN which you will use to access your Instant Money Wallet.

- 2.3 You cannot register for more than one active Instant Money Wallet using your SA ID number.
- 2.4 Once you have registered, you can access your Instant Money Wallet using a Channel. You can use the Instant Money Wallet to:
- 2.4.1 purchase prepaid services, such as airtime, data, electricity;
 - 2.4.2 send and/or receive Money;
 - 2.4.3 withdraw cash;
 - 2.4.4 request a new Cash Collection Pin;
 - 2.4.5 reset your Wallet Pin;
 - 2.4.6 cancel a payment to a Receiver; and
 - 2.4.7 view your transaction history.

3. PREPAID PURCHASES

- 3.1 You can use your Instant Money Wallet to purchase prepaid data, airtime or electricity, by following the instructions provided.
- 3.2 Your daily limit for pre-paid purchases is R1 500, which includes a daily limit of R500 for airtime.
- 3.3 Prepaid purchases are subject to the terms and conditions of the service provider you are making the purchase (buying) from. If you have any questions about your prepaid purchase, please go directly to that service provider. ***We can't be legally responsible or blamed for any losses you may suffer because of something your service provider has or has not done.***
- 3.4 You cannot cancel, change or stop an instruction for a prepaid purchase after you have confirmed the instruction. A payment for a prepaid purchase cannot be cancelled or reversed, even if it is a repeated payment (made more than once).

- 3.5 Please visit our website at www.standardbank.co.za or ask our Contact Centre for more information about prepaid purchases.

4. **SENDING MONEY USING THE INSTANT MONEY WALLET**

- 4.1 You can send Money to a Receiver using your Instant Money Wallet by following the instructions provided. To send Money you must provide:

4.1.1 the cell phone number of the Receiver; and

4.1.2 the amount of money that you want to send to the Receiver; and

4.1.3 any other information that we or a Merchant requests.

4.2 You must make sure that the information you provide is correct.

4.3 You cannot send a Receiver an amount that is greater than the balance in your Instant Money Wallet.

4.4 The Receiver will receive a notification of the Voucher Number on the cell phone number you provided. If we send you a Cash Collection PIN, you must give it to the Receiver for the Receiver to receive the Money.

4.5 If you send funds to a Receiver who is a registered Instant Money Wallet user, the funds will be immediately available and can be accessed without a Cash Collection PIN and cannot be reversed.

4.6 You and the Receiver must keep the Voucher Number and Cash Collection PIN secret.

4.7 If you give a third person the Voucher Number and Cash Collection PIN to give to the Receiver, this third person may withdraw the Money themselves.

4.8 If you forget or lose the Cash Collection PIN, you can use the Instant Money Wallet to reset the Cash Collection PIN. You will receive a new Cash Collection PIN, which you must provide to the Receiver.

4.9 ***If you cancel a payment to a Receiver who is not a registered Instant Money Wallet user, 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.***

4.10 You can send a maximum of R5 000 per day and R25 000 per month to Receivers whether or not they are registered for an Instant Money Wallet.

5. **FUNDING THE INSTANT MONEY WALLET AND RECEIVING MONEY**

5.1 If you have an Account, you can fund your Instant Money Wallet at a Merchant or by using a Standard Bank ATM, internet banking, the mobile banking application, or cell phone banking.

5.2 If you do not have an Account, you can fund your Instant Money Wallet at a Merchant.

5.3 You can fund your Instant Money Wallet at a Merchant by:

5.3.1 showing your original SA ID to the Merchant;

5.3.2 giving the Merchant your cellphone number;

5.3.3 paying the fee charged by the Merchant and giving the Merchant the amount of money that you want to fund your Instant Money Wallet with; and

5.3.4 giving the Merchant information about where the money comes from.

5.4 You will not earn interest on any funds in your Instant Money Wallet.

5.5 Your Instant Money Wallet cannot be funded by more than R10 000 per day.

5.6 You cannot have more than R25 000 in your Instant Money Wallet.

6. WITHDRAWING FUNDS

6.1 You can withdraw all the funds in your Instant Money Wallet, or only a portion of the funds.

6.2 You can withdraw funds from your Instant Money Wallet:

6.2.1 at the place of business and during the business hours of a Merchant; or

6.2.2 at any Standard Bank ATM in Rand amounts (i.e. not in cents).

6.3 To withdraw funds at a Merchant, you:

6.3.1 must give the Merchant the Voucher Number; and

6.3.2 enter the correct Cash Collection PIN on the Merchant's point of sale device.

6.4 To make a withdrawal from an ATM, you must:

6.4.1 enter the Voucher Number at the ATM; and

6.4.2 enter the correct Cash Collection PIN at the ATM.

6.5 If you give the correct Voucher Number and Cash Collection PIN, you will be paid by the Merchant or the ATM, as the case may be, in cash in South African Rand.

6.6 You can withdraw a maximum of R10 000 per day, which amount includes any purchases by you using your Instant Money Wallet.

6.7 You cannot withdraw an amount that is greater than the balance in your Instant Money Wallet.

7. YOUR WALLET PIN

7.1 ***You must keep your Wallet Pin secret and safe.***

- 7.2 If you forget your Wallet PIN you can create a new one by using a Channel and following the instructions we provide.

8. FEES

- 8.1 We will charge you fees for transactions you make using the Instant Money Wallet from time to time.
- 8.2 We will charge you a fee when you send Money to a Receiver who is not registered for an Instant Money Wallet.
- 8.3 We will deduct any fees charged for transactions using the Instant Money Wallet from the funds in your Instant Money Wallet.
- 8.4 The fees that we will charge can be found at www.standardbank.co.za. The fees may change from time to time.

9. CANCELLING YOUR INSTANT MONEY WALLET

- 9.1 We can cancel or suspend your Instant Money Wallet or any payment you make using the Instant Money Wallet if we suspect that it is being used fraudulently, negligently, for illegal or terrorist activities or for any purpose that does not comply with the law or these Terms. The funds in your Instant Money Wallet cannot be accessed until we have completed the investigation.
- 9.2 You can cancel your Instant Money Wallet at any time by calling the Contact Centre. You must withdraw any funds that are in your Instant Money Wallet before you cancel it.

10. DISCLAIMERS

- 10.1 You use the Instant Money Wallet at your own risk. Our and the Merchant's liability for any loss or damage, delay, non-delivery or non-payment of funds transferred, no matter how it is caused, will be limited to the amount of the funds transferred and our fees. Neither we nor the Merchant accept liability for any delays that may be caused by circumstances beyond our and/or the Merchant's control. Neither we nor the Merchant may be held liable for indirect damages no matter how they are caused.

- 10.2 ***We will not be responsible to you or any third party if you or a Receiver lose, accidentally disclose or do not keep any Instant Money Wallet information, including the Wallet PIN and the Cash Collection PIN, secret and safe.***
- 10.3 ***You must give us the correct information when creating an Instant Money Wallet or sending us an instruction. If you don't, we will not be legally responsible to you or the Receiver for any loss or damage.***
- 10.4 ***We will not be responsible to you or any other person if the funds in your Instant Money Wallet are accessed by a third party.***
- 10.5 ***You indemnify us for all loss or damage that we or any other person may suffer because of your use of the Instant Money Wallet or because you did not fulfil your obligations under these Terms.***

11. DATA PROTECTION

- 11.1 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.
- 11.2 If you give us Personal Information about or on behalf of another person, 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 to enable you to send funds from your Instant Money Wallet to a Receiver; and (c) receive any privacy notices on their behalf.
- 11.3 You consent to us Processing your Personal Information:
- 11.3.1 to verify your identity against various databases;
- 11.3.2 to provide products and services to you in terms of these Terms and any other products and services for which you may apply;
- 11.3.3 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);

- 11.3.4 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;
- 11.3.5 by sharing your Personal Information with our third-party service providers (including the Merchants), 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
- 11.3.6 within the Group.
- 11.4 You will find our Processing practices in the Group and our privacy statements. These statements are available on the Group's websites or on request.
- 11.5 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.

12. FURTHER INFORMATION AND COMPLAINTS

- 12.1 If you:
- 12.1.1 require a list of all the participating Merchants;
 - 12.1.2 require a copy of these Terms;
 - 12.1.3 have a problem with the Instant Money Wallet; or
 - 12.1.4 want to lodge a complaint/dispute,
- 12.2 you can contact us using one of the following:
- 12.2.1 call the Contact Centre;
 - 12.2.2 email instantmoney@standardbank.co.za (note that we may take up to 48 hours to respond);

12.2.3 website: www.standardbank.co.za.

12.3 We are a member of the Banking Association of South Africa who have appointed an independent Ombudsman for Banking Services (“**Ombud**”) to deal with complaints. If we do not solve your problem, or if you are not happy with the way that your problem was solved, then you may use the services of the Ombud.

12.4 You can contact the Ombud using one of the following means:

12.4.1 Telephone: 0860 800 900 or (011) 838 0035

12.4.2 Fax: (011) 838 0043

12.4.3 Email: info@obssa.co.za

12.4.4 Website: www.obssa.co.za

13. GENERAL

13.1 The laws of the Republic of South Africa apply to these Terms as well as the relationship between you and us as far as it concerns the use of the Instant Money Wallet or any matter that may arise from it.

13.2 These Terms contain the full agreement between us and you in respect of the Instant Money Wallet.

13.3 We reserve the right to change these Terms (including bringing in new terms and conditions, changes in the fees and limits, and the services we offer) at any time without notification. We will tell you about material changes by putting a notice about this on www.standardbank.co.za . If you don't agree to the changes you must not use the Instant Money Wallet anymore. If you continue to use Instant Money Wallet, we can assume that you have read, understood and agree to the new Terms.

13.4 These Terms may also be changed in order to comply with any government, regulation or laws governing the Instant Money Wallet.

13.5 Any changes effected by us will not constitute a cancellation of these Terms.

13.6 You may not change any of these Terms.