

1. INTRODUCTION

- 1.1 This document contains the Terms for our Sealed Bags, Deed Boxes, Vault Lockers and/or SafeStore Auto Lockers.
- 1.2 The Terms become effective when you open a Sealed Bag, Deed Box, Vault Locker and/or a SafeStore Auto Locker.
- 1.3 You must know, understand and comply with the Terms, as they are a binding agreement between you and us (“Agreement”).
- 1.4 **Important clauses that may limit our responsibility or involve some risk for you will be in bold and/or italics and/or highlighted. You must pay special attention to them.**

2. DEFINITIONS

- 2.1 **“banking hours”** means the hours during which our branches are open to conduct business.
- 2.2 **“business day(s)”** means days on which business is usually conducted in South Africa and excludes Sundays and public holidays.
- 2.3 **“Deed Box(es)”** means the traditional box(es) that we offer to you so that you can store your Safe Custody Articles for safekeeping.
- 2.4 **“I”/“we”/“us”/“our”** means The Standard Bank of South Africa Limited.
- 2.5 **“FAIS Act”** means the Financial Advisory and Intermediary Services Act 37 of 2002, as amended from time to time, as well as subordinate legislation.
- 2.6 **“FICA”** means the Financial Intelligence Centre Act 38 of 2001, as amended from time to time, as well as subordinate legislation.
- 2.7 **“Group”** means Standard Bank Group Limited, its subsidiaries and their subsidiaries, as well as its affiliates.
- 2.8 **“Personal information”** means information about an identifiable natural or, where applicable, juristic person, including information about: age, biometric or medical information, birth, conscience, correspondence sent by the person that is directly or indirectly implicitly or explicitly of a private or confidential nature, or further correspondence that would reveal the contents of the original correspondence, culture, disability, education, email, financial, criminal or employment history, gender, identity number, language, location, marital status, nationality, ethnic or social origin, online identifier or other particular assignment to the person, personal opinions, views or preferences of the person or of another individual about the person, physical or mental health, well-being; postal or street address, pregnancy, race, religion, belief, sexual orientation, symbol, telephone number, or the name of the person if it appears with other information, or if the disclosure thereof will reveal information about the person.
- 2.9 **“PIN”** means a confidential personal identification number used for accessing your Deed Box and includes a client-selected PIN.
- 2.10 **“processing”** means any operation or activity, automated or not, relating to 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, and **“processed”** will have a similar meaning.

- 2.11 **“SAFPS”** means the Southern African Fraud Prevention Service.
- 2.12 **“Safe Custody Article(s)”** means the item(s) that you have lodged with us for safekeeping in your Safe Custody Container.
- 2.13 **“Safe Custody Container”** means a Sealed Bag, Deed Box, Vault Locker or SafeStore Auto Locker.
- 2.14 **“SafeStore Auto Locker”** means the box that is operated by an automated self-service system and that allows you to store your Safe Custody Articles for safekeeping.
- 2.15 **“Sealed Bag”** means a tamper-proof bag that can contain a card label, numbered seals, numbered labels and tamper-proof tape and that allows you to store your Safe Custody Articles for safekeeping.
- 2.16 **“Vault Locker”** means a locker that comes in different sizes, that is always operated under dual control by you and a custodian at the branch and that allows you to store your Safe Custody Articles for safekeeping.
- 2.17 **“you”/“your”** refers to a natural or juristic person who applies for the use of a Safe Custody Container subject to a fee.

3. YOUR SAFE CUSTODY CONTAINERS

- 3.1 You may only apply for a Safe Custody Container if you hold an active personal or business transactional, savings or investment account that is subject to a minimum account balance and in good standing with us (**Account**).
- 3.2 Once we have approved your application for a SafeStore Auto Locker, you will be allocated an access card, which you must collect from the relevant branch. When you collect the access card, you will need to choose a PIN for it and we will register your fingerprint on our computer systems. You have to use your access card as well as your PIN to access your SafeStore Auto Locker.
- 3.3 Once we have approved your application for a Vault Locker, you will be allocated a key, which you must collect from the relevant branch. We will let you know when you can collect it. You and the custodian at the branch will have to use your respective keys under dual control to access your Vault Locker.
- 3.4 No monthly statements or invoices will be provided for the Safe Custody Containers.

4. DEPOSIT OF SAFE CUSTODY ARTICLES

- 4.1 Once your application for a Safe Custody Container has been approved, you will be allowed to lodge your Safe Custody Articles in it.
- 4.2 You must not deposit dangerous or explosive substances, arms or ammunition, poisons or poisonous or toxic substances, human or animal ashes, illegal items or anything that may harm any person. You will allow us, on demand, to inspect the Safe Custody Container if we suspect that you are in breach of this clause. If you are found to be in breach, we may terminate the Agreement immediately and you will no longer be able to use the Safe Custody Container.
- 4.3 The contents of a SafeStore Auto Locker must not exceed a weight of 25 kilograms.

4.4 The deposit receipt that you receive when registering your Safe Custody Container is only proof of your deposit. It must not be pledged and it does not allow the person holding it to withdraw your Safe Custody Articles.

5. FEES

5.1 We will charge you a fee for providing you with the Safe Custody service. All fees are set out in our pricing brochure, which is available at any of our branches, and are subject to change from time to time.

5.2 If you have an Account with us, we will debit your Account (nominated on your Safe Custody application form) with the fee for providing the Safe Custody service when the fee becomes due and payable by you. Fees will be payable through a monthly or an annual debit order. You will select one of these at the branch when applying for the Safe Custody Container.

5.3 **If you do not pay the fees, we may deny you access to your Safe Custody Container until the outstanding fees and any costs are paid in full. You will have to pay all our expenses and other costs for recovering any outstanding amounts you owe us. This includes legal fees on an attorney-and-client scale, collection commission and tracing fees.**

5.4 **If you do not pay the fees for more than six months, we will take all reasonable steps to contact you by telephone, email or letter at the latest contact number or address that we have on file for you. If you fail to respond to make further arrangements with us and/or pay the fees, you will be considered to have abandoned your Safe Custody Articles and we will have a lien over (a right to retain) your Safe Custody Articles. We may, under strict internal controls, open your Safe Custody Container and value and sell your Safe Custody Articles to pay the fees and any expenses owing to us. Any money left over will be safely retained and returned to you when you claim it. If any of the Safe Custody Articles have little or no sale value, we may dispose of them in another suitable way.**

6. ACCESS

6.1 On business days you may access your Sealed Bag, Deed Box and SafeStore Auto Locker at any time during banking hours and your Vault Locker on at least one business day's notice to us. Access to or relodgement of Safe Custody Articles is free for the first time in the month. Should you need to access your Safe Custody Container more than once in a particular month, an access or relodgement fee as set out in our pricing brochure will be applicable.

6.2 Access to your Safe Custody Articles can be given to a third party:

6.2.1 if you have authorised this in writing and you have informed us of this authorisation; or

6.2.2 where that third party has been registered with us, at your request, to have access to your Safe Custody Articles.

6.3 **We will not be liable for any damage or loss you suffer if we act on instructions given to us by the grantee of a power of attorney signed by you and if the power of attorney has been cancelled, but you have failed to inform us in writing of the cancellation.** Despite the above, we may contact you for your confirmation that the power of attorney has not been cancelled and that it may be used for the purpose requested by the grantee.

6.4 If you die, or if your estate is placed under curatorship, sequestration, liquidation, debt review or business rescue, we will grant access to your Safe Custody Articles only to the lawfully appointed executor, trustee, curator, business

rescue practitioner or liquidator of your estate. **You are therefore cautioned not to lodge your original will in your Safe Custody Container as it is required for the appointment of an executor.**

6.5

You hereby indemnify and hold us harmless against any actions, proceedings, claims and/or demands that may be brought against us, and in respect of all losses, damages, costs and expenses that we may incur or sustain in connection with or arising out of the denial of access to your Safe Custody Containers. If you cannot access your Safe Custody Container for any reason, we will not be responsible for any losses you suffer, including losses resulting from any act or omission by us or a third party.

7. WITHDRAWALS

7.1 You may remove your Safe Custody Articles at your discretion and in accordance with the Safe Custody withdrawal procedure, which requires positive identification.

7.2 Safe Custody Articles may be temporarily withdrawn on business days only. If your Safe Custody Articles are stored in a Vault Locker, at least one business day's notice must be given to the relevant branch.

7.3 In the event of the permanent withdrawal of all of your Safe Custody Articles, you must sign the required withdrawal form, settle all outstanding fees you owe with immediate effect and return all keys or access cards that were allocated to you. On such withdrawal, this Agreement will automatically be terminated.

7.4 **We are not responsible for any losses suffered by you if you fail to follow the withdrawal procedure or complete the necessary forms for temporary or permanent withdrawal of your Safe Custody Articles, unless it is due to our gross negligence or fraud.**

8. INTERRUPTION IN SERVICE

8.1 You acknowledge that our services may be unavailable due to interruptions in and maintenance to our electronic communications network or power outages that are not within our control. The Terms serve as notice of such unavoidable interruptions and/or delays in providing the services.

8.2 Our services may be interrupted due to maintenance to the premises. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services or affect your ability to access your Safe Custody Articles.

9. RISK

9.1 **You are responsible for the safekeeping and use of your key, access card and PIN for the Safe Custody Container. If your Safe Custody Container is accessed by a third party authorised in terms of clause 6, we will not be held liable for any theft, damage, loss or destruction of any items.**

9.2 **You must contact your branch as soon as you discover that your access card or your key or both have been stolen, lost or misplaced. We will then issue you with a new card and/or key at your cost.**

9.3 **We are not responsible for any theft, damage or destruction of any Safe Custody Articles, unless it is due to our gross negligence or fraud.**

9.4 **We have no knowledge of what Safe Custody Articles you choose to store with us and we do not guarantee the safety of such articles. We do not arrange any insurance cover for any Safe Custody Articles. It is therefore essential that you make sure you have adequately insured any Safe Custody Articles.**

- 9.5 **In the event that a branch relocation or renovation is to take place, you will be given reasonable prior notice of the relocation or renovation. Should you choose not to collect your Safe Custody Articles before the renovation or relocation starts, we will move your Safe Custody Container or Safe Custody Articles in accordance with our internal safety and security rules and may place it at another branch. We are not responsible for any theft, damage or destruction of your Safe Custody Articles during any renovation or relocation period. The insurance of your Safe Custody Articles should cover this risk and remains your responsibility at this time.**
10. **IDENTITY AND FRAUD-RELATED CHECKS**
We may carry out identity and fraud-related checks on you and share information about your application for a Safe Custody Container and the conduct of your Safe Custody Container generally with the SAFPS. We may also give the SAFPS details of any conduct on your Safe Custody Container and/or Vault Locker that gives us reasonable cause to suspect that the Container is being used for unlawful purposes.
11. **USING AND SHARING YOUR PERSONAL INFORMATION**
- 11.1 You expressly consent to our collecting and processing your Personal Information so that we may:
- 11.1.1 register you for the service and administer the service;
- 11.1.2 monitor and analyse the conduct on your Safe Custody Containers for compliance and other risk-related purposes; and
- 11.1.3 carry out statistical and other analyses (for internal purposes only) to identify potential markets and trends, and to develop new products and services.
- 11.2 You expressly give us consent to:
- 11.2.1 process your Personal Information within the Group for the above purposes;
- 11.2.2 give your Personal Information to any person who provides services to us and our insurers or acts as our agent or to whom we have transferred or propose to transfer any of our rights and duties for your Safe Custody Containers. (Some of these persons may be located in countries outside of South Africa.)
- 11.2.3 share your Personal Information with our service providers, locally and outside South Africa, where necessary. (We ask persons who provide services to us and our insurers to agree to our privacy policies if they need access to any Personal Information to provide their services.)
- 11.3 You acknowledge that:
- 11.3.1 we will at all times remain responsible for determining the purpose of and the means for processing your Personal Information;
- 11.3.2 we are required by various laws, including FICA and the FAIS Act, to collect some of your Personal Information; and
- 11.3.3 without your Personal Information we may be unable to start or continue to offer services to you;
- 11.4 You are giving us your Personal Information voluntarily.
12. **FICA**
- 12.1 We are required by FICA to ask for certain information about you and any persons related to or associated with you, and to confirm such information with documents,
- which we will ask you for when we believe it is necessary or appropriate.
- 12.2 If you do not comply with our requests or if you do not give us the information or documents, we may refuse any application you have made to us, or we may cancel this Agreement immediately.
- 12.3 If at any time we suspect that you are no longer compliant with FICA, we may deny you access to your Safe Custody Containers until you are fully compliant with FICA.
13. **GENERAL**
- 13.1 The Terms replace any and all previous terms and conditions relating to the services contained in this document.
- 13.2 We may change or replace the Terms at any time on notice to you. The latest version thereof will then apply to you.
- 13.3 You are not allowed to change any provisions of the Terms.
- 13.4 This Agreement will commence on the date of its signature and will continue from year to year until we receive written notice from you to cancel it, until we cancel it in keeping with the Terms or until we give you written notice that we are cancelling it for any reason.
- 13.5 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).
- 13.6 You choose the last street address that you gave us as the address where any legal documents or notices may be served on or delivered to you (your domicilium). You must inform us immediately and in writing if your address changes.
- 13.7 We may send other written communication or notices to your street, postal or email address. Any legal document or notice to be served in legal proceedings must be written on paper. Otherwise relevant provisions of the Digital Communications and Transactions Act 25 of 2002 (for example sections 11 and 12) do not apply to these legal documents or notices.
- 13.8 We will assume that any notice that we sent to you was received by you within seven calendar days after we posted it or on the same day if it was delivered by hand or sent by fax or email.
- 13.9 On cancellation of this Agreement, you must collect your Safe Custody Articles within 30 calendar days of the date of the cancellation notice.
- 13.10 The laws of the Republic of South Africa will govern the validity, interpretation and performance of this Agreement and the courts of South Africa will have sole jurisdiction.
- 13.11 No favour or concession that we may allow you will affect or replace any of our rights against you.
- 13.12 If you owe us money, a certificate to this effect, signed by any of our managers, will, unless you can prove otherwise, be enough proof of the debt provided that it states:
- 13.12.1 the fact that the debt is payable;
- 13.12.2 the amount payable;
- 13.12.3 the applicable interest rate; and
- 13.12.4 the date from which such interest is calculated.
- The appointment of the manager who signed the certificate does not have to be proved.
- 13.13 You must not cede, assign, transfer or make over any of your rights or obligations in terms of the Safe Custody facility without obtaining our prior written consent.

- 13.14 You must let us know immediately, in writing, if there is a change in your financial circumstances or a change in control in your company that could create any risk for us.
- 13.15 The invalidity, illegality or unenforceability of any of the clauses of the Terms will not affect the validity, legality or enforceability of the remaining clauses thereof.
14. **CLIENT COMPLAINTS**
- 14.1 If you have any questions or complaints about your Safe Custody Containers you may call us on **0860 123 000** or send us an email at information@standardbank.co.za.
- 14.2 We are a member of the Banking Association of South Africa, which has appointed an independent Ombudsman

for Banking Services to deal with complaints. If we do not solve your problem or if you are not happy with the way in which it was solved, you may use the services of the Ombudsman for Banking Services, who can be contacted as follows:

- 14.2.1 By telephone on 0860 800 900 or 011 712 1800;
- 14.2.2 By fax at 011 838 0043;
- 14.2.3 By email at info@obssa.co.za; or
- 14.2.4 Through the website at www.obssa.co.za.

