

Hierdie vorm is ook in Afrikaans beskikbaar, vorm 00181100

1 Introduction

1.1 This document contains the Terms for our Products and Services, unless stated otherwise in the Product/Service Specific Terms. In addition to these Terms, each of our Products/Services have terms and conditions which are specific to that Product/Service (**Product/Service Specific Terms**).

1.2 **These Terms and any Product/Service Specific Terms form an agreement between you and us, so please ensure that you understand all of them.**

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

1.4 Remember that you must always comply with these Terms.

2 Definitions

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

Word	Meaning
Access Codes	Any of the secret codes (letters and numbers) you use to gain access to the Products and Services, including, for example: your card number, digital identity, PIN, username, and user password.
Account	The bank account opened by us in your name at your request.
Additional Card	Any additional Card linked to your Account.
Additional Cardholder	The person to whom we issue an Additional Card at your request, for example a spouse, partner, child or employee.
Agreement	The application form attached to and read together with these Terms, and the Product/Service Specific Terms and Conditions.
ATM	An automated teller machine.
AutoBank	A Standard Bank ATM.
Business Day	Any day on which business is usually conducted in the Republic of South Africa, excluding Saturdays, Sundays and Public Holidays.
Business, you or your	The person who applies for an Account, or in whose name an Account is opened, including any legal entity.
Card	Any bank card we issue to you for your Account, including any Additional Card or replacement card.
Companies Act	As referenced in the application form, to which these Terms are attached, means the Companies Act 71, of 2008, as amended from time to time and including subordinate legislation.
Constitutive Documents	As referenced in the application form to which these Terms are attached, means, in the case of a company, the memorandum of association, articles of association, certificate to commence business, certificate of incorporation and/or the memorandum of incorporation and registration certificate as the case may be, or in the case of close corporations, the founding statement, or in the case of a trust, the trust deed and letters of authority, or in the case of a partnership, the partnership agreement, if any.
Debit Card Wallet	The functionality linked to your Card, which allows you to load an amount for ordinary Card and contactless Transactions up to a limit set by us. Your Debit Card Wallet is separate from your Account as the card chip stores the electronic money, which can be used to pay for goods and services at Merchants without entering your PIN.
EAP Limit	The monthly electronic account payment limit, which can be set on internet banking or on the mobile App banking for electronic funds transfers to be made from your Account.
FAIS Act	The Financial Advisory and Intermediary Services Act, 37 of 2002, as amended from time to time and including subordinate legislation.
FICA	The Financial Intelligence Centre Act 38 of 2001 as amended from time to time and including sub-ordinate legislation.
Group	Standard Bank Group Limited, its subsidiaries and their subsidiaries.
Instrument	Any item such as a Card for Operating on your Account.

Laws Laws, ordinances, Regulations, judgments, and orders of any competent court, central bank or governmental agency or authority having the force of law in any relevant jurisdiction.

Merchant A supplier of goods or services.

Operate The managing of your Account and Transacting. **Operation** has a similar meaning.

Personal Information Information about an identifiable, natural person and or 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, email, postal or physical address, telephone number; location; any online identifier; any other particular assignment to the person; biometric information, Account related 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.

PIN A confidential personal identification number used for Operating on your Account, including a customer selected PIN (CSP).

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.

Products The various types of non credit transactional accounts as well as savings and investment accounts we offer our customers, including services linked to an Account. Services has a similar meaning.

Regulations any regulation, rule, official directive, request or guideline (whether or not having force of law) or any such directive that the Bank has chosen and/or is obliged to comply with and/or that is in accordance with the practice of a responsible banker (in its sole, absolute and unfettered discretion) of any governmental, intergovernmental, supranational body, agency or department or any regulator, self-regulating body or other authority or organisation.

SAC The Shari'ah Advisory Committee of Standard Bank.

Sanctioned Entity A person (natural or juristic) who has been sanctioned by a Sanctioning Body.

Sanctioning Body One or a combination of the following entities: the Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union, Her Majesty's Treasury, the French Ministry of Economy, Finance, and Industry, and any other sanctioning body recognised by us from time to time.

Standard Bank, Bank, we or us The Standard Bank of South Africa Limited (Registration Number 1962/000738/06), a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa and/or its successors in title or assigns.

	Transaction	Any debit or credit on your Account made whether or not an Instrument, PIN, or device is used. It includes any payment for goods or services, deposit, withdrawal or transfer of money or value. Transact and Transacting have a similar meaning.		
3	Delivery of Instruments and starting to Operate your Account			
3.1		If we approve your application, you may Operate your Account on these Terms, provided any further requirements have been met. We will inform you of such requirements.		
3.2		We may give you Instruments for Operating your Account when you open it.		
3.3		We will notify you when an Instrument is available at your branch for you to collect or available for delivery, where applicable.		
3.4		You will only be able to Operate your Account after you have collected any Instrument needed for this.		
3.5		You may return any Instrument that does not work properly at any time, and we will replace it free of charge.		
4	Your Account			
4.1		Your Account will only be activated once you have deposited the minimum balance required to open the Account. If your Account is not activated, the Account number could be re-allocated to another customer.		
4.2		You are responsible for ensuring that your Account is activated.		
4.3		You may apply to set your daily and monthly withdrawal limits.		
4.4		You may not Operate your Account for the purpose of directly or indirectly benefiting a Sanctioned Entity.		
4.5		If we suspect that your Account has been used fraudulently, negligently, unlawfully, for money laundering activities, or the financing of terrorist and related activities, we may:		
4.5.1		restrict activity on; or		
4.5.2		suspend access to your Account immediately, without notice to you.		
5	Statements on your Account			
5.1		You may ask us for an Account statement or Additional Card statement at any time. You can also get a provisional Account statement at any Standard Bank AutoPlus.		
5.2		If you believe there is a mistake on your Account statement, you must write to us or visit your branch, within 60 (sixty) days of the date of the statement.		
5.3		If you do not tell us about any mistakes within these 60 (sixty) days, we will treat your Account statement as correct.		
6	Using your Card			
6.1	General Card Terms			
6.1.1		You must sign all your Cards in permanent ink when you receive them. Use the space on the back of the Card.		
6.1.2		The Cards may not be used for any unlawful purpose.		
6.1.3		We will always be the owner of the Cards.		
6.1.4		If you lose your Card, you must pay for a new one.		
6.1.5		Only you may use your Card.		
6.1.6		You may not transfer your Card to anybody else.		
6.1.7		We will give you a PIN to allow you to Operate with your Card.		
6.1.8		You must comply with exchange control regulations when processing Transactions over your Account outside Swaziland, Lesotho, Namibia and South Africa (the Common Monetary Area).		
6.1.9		You can use your Card at any AutoBank, and for certain Transactions, you can use your Card at other ATMs that have a Saswath sign, but you will pay an additional fee for using such machines.		
6.2	Deposits at ATMs and withdrawing the money you deposit			
6.2.1		You may only make ATM deposits at an AutoBank.		
6.2.2		The cash you have deposited at an AutoBank may only be available to you 2 (two) Business Days after you deposited it.		
6.2.3		Your Account will be subject to a cash withdrawal limit per day and per month. You may change it by applying through various Standard Bank services channels, including but not limited to branch, AutoBank, through our internet banking, or through our mobile App banking service. You can decrease it at any channel.		
6.3	Debit Card Transactions			
		You may use your debit Card to Transact at any Merchant who will accept it.		
6.4	Debit Card Wallet Transactions			
6.4.1		You may load your Debit Card Wallet with funds up to a limit set by us for ordinary Card and contactless Transactions with Merchants that support them. This limit is to protect you, as any value you load can be used by any person who has your Card and should be treated like cash. We are not responsible if the value you have loaded for ordinary Card and contactless Transactions is used without your authority.		
6.4.2		If your Card is lost or stolen any available funds on your Debit Card Wallet will be transferred to your Account within 45 (forty-five) days of you giving us notice of the loss or theft.		
6.4.3		If your Card is damaged, any available funds on your Debit Card Wallet will be transferred to your Account within 10 (ten) days of you giving us notice of the damage.		
6.4.4		You can ask us for a statement for the previous 6 (six) months' Debit Card Wallet transactions.		
6.4.5		If you want to close your Account, you must transfer any funds on your Debit Card Wallet to your Account at any of our ATMs. We cannot transfer funds from a Debit Card Wallet to a closed Account.		
6.5	Additional Cards			
6.5.1		We may issue Additional Cards on your Account if you request this. These Terms apply to any Additional Cards and any Additional Cardholder must agree to these Terms before they may be issued an Additional Card.		
6.5.2		Either you or the Additional Cardholder are liable for the full amount owing on your Additional Card or we can recover the full amount from		
		both of you in whatever share we may choose. In law this is referred to as being jointly and severally liable.		
6.6	Security and lost or stolen cards			
6.6.1		You must at all times remain vigilant with your Card and Access Codes, because the fraudulent use of banking credentials is a constant and growing occurrence, for example – fraudulent emails, websites, phone calls, SMS's etc.)		
6.6.2		You are responsible for the safekeeping and proper use of your Cards. You must not disclose your Access Codes to anyone. You must memorise your Access Codes or keep them in a safe place, separate from your Card.		
6.6.3		If you compromise the safety of your Card or any of your Access Codes, you risk that a third party could access and/or Transact on your Account. The third party could fraudulently use your Card and/or Access Codes to apply and/or register for new services such as electronic banking (which includes internet banking, mobile App banking, cell phone banking, or telephone banking). This will allow such third parties to, for instance: apply for a credit facility such as an overdraft or loan, apply for an overdraft limit increase and change facilities, credit limits, ATM limits or EAP Limits. Such fraudulent activities can be performed through different banking service channels, including but not limited to ATMs; AutoBanks; AutoPlus machines, and also our electronic banking services using devices such as cell phones, tablets, computers, laptops, etc.		
6.6.4		If we receive an instruction from you, using your Access Codes, we are not required to check the authenticity of that instruction and this will be the case even if the instruction is a fraudulent one, unless it is proven that we clearly knew the instruction was fraudulent.		
6.6.5		You must notify us immediately if you realise your Card or Access codes have been lost, stolen or compromised. We will do our best to stop the Card soon after you notify us.		
6.6.6		When the Card is disabled, it will no longer function. Furthermore, on our electronic services channels, nobody will be able to view or Transact on your Account, or view or Transact on any other accounts as these are all linked to your Card. Should you wish for certain accounts to remain accessible and operable on certain channels, you must instruct us to do this and you will do this at your sole risk.		
6.6.7		You will be responsible for all Card Transactions until you notify us that your Card or your Access Codes have been lost, stolen or compromised.		
6.7	Processing of Card payments			
6.7.1		We will charge your Account for payments we make on your behalf related to Card Transactions.		
6.7.2		Any dispute between you and a Merchant will not affect our right to be paid by you. We will not be responsible for any losses or costs related to a dispute.		
6.7.3		You must resolve any dispute between you and a Merchant, as we will not get involved.		
6.7.4		You may not stop any Card Transaction. You may dispute a Card Transaction, but must then prove that it was not authorised at all.		
7	Fees, interest, limits and pricing			
7.1		The information about the charges (fees, taxes, duties, penalties and the like) that we apply in regards to our Products and Services is contained in our schedule of fees found in the pricing brochure (brochure) which we publish, and is valid and binding from 1 January to 31 December of each year, unless we communicate otherwise.		
7.2		Our latest brochure is available to you from any of our branches, or from our website at www.standardbank.co.za .		
7.3		We may review all charges in line with our annual review cycle or at any other time at our discretion.		
7.4		We will charge you additional fees for using an ATM that does not belong to Standard Bank.		
7.5		All interest rates are quoted 'per annum' (per year).		
7.6		We will never charge you more interest than is allowed by law.		
7.7		Where payable by us to you, interest is calculated on the daily balance in your Account and paid monthly, or otherwise, as agreed with us.		
7.8		We will not pay you interest on any account unless such payment is specified as a feature of that specific Product. Subject to our Product/Service Specific Terms, we may change the interest rates we pay to you at our discretion and any change takes effect immediately.		
7.9		You will be liable for all fees, charges, duties/taxes, and interest we bill you in accordance with these Terms and the latest brochure from time to time, as well as costs for recovering any outstanding amounts you owe us. This includes legal fees on the attorney-and-client scale, collection commission and tracing fees.		
8	Data Protection			
8.1		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.		
8.2		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.		
8.3		You consent to us Processing your Personal Information:		
8.3.1		to provide products and services to you in terms of this agreement and any other products and services for which you may apply;		
8.3.2		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);		

8.3.3	in countries outside the country where the products and 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;	14.4	by fax or email.
8.3.4	by sharing your Personal Information with our third-party service providers and insurers locally and outside the country where the products or services are provided. We ask people who provide services to us, including our insurers, to agree to our privacy policies if they need access to any Personal Information to carry out their obligations; and	14.5	You must notify us immediately of any change of address.
8.3.5	within the Group.		We choose as our address for purpose of legal proceedings and legal notices at which address all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to us, as:
8.3.6	You acknowledge that we are required by various laws, including but not limited to FICA and the FAIS Act, to collect some of your Personal Information and you agree to share this information with us.		Standard Bank Centre 9th Floor, Entrance 1 5 Simmonds Street Johannesburg 2001 Attention: Legal
8.4	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.	15	FICA
8.5	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.	15.1	We are required by FICA to request certain information about you and any persons related or associated to you, and to verify that information with documents which we will request from you when we believe it is necessary or appropriate.
9	Identity and fraud related checks We may carry out identity and fraud checks on you and share information relating to your application to us for your Account and on the conduct of your Account generally, with the South African Fraud Prevention Service (SAFPS).	15.2	If you do not comply with our requests or if you do not furnish the information or documents, we may refuse any application which you have made to us, or we may immediately close your Account.
10	Sharing information about suspected unlawful conduct If we suspect that your Account is being used for unlawful purposes, we may also provide your Account and contact details, as well as details of any conduct on your Account that caused our suspicion, to the SAFPS or any other interested third party.	15.3	If at any time, we suspect that your Account is no longer compliant with FICA, we may prevent transactions from being initiated or processed until your Account is fully compliant with FICA.
11	Credit and related checks	16	General
11.1	We may enquire about your financial position at any time and you must provide us with any financial or other important information which we may ask for from time to time.	16.1	We may change these Terms at any time by written notice to you. A change will not cancel this Agreement.
11.2	We may make enquiries about your credit record with any credit reference agency or any other party.	16.2	You may not change any provisions of these Terms.
11.3	We may provide credit reference agencies with regular updates regarding the conduct of your Account including any failure on your part to meet these Terms.	16.3	The relevant Product/Service Specific Terms will apply if there is any conflict between them and the Terms in this document.
11.4	We may provide other banks, upon their request, with bank reports relating to the conduct of your Account.	16.4	South African law governs these Terms.
12	Ending your relationship with us	16.5	We may sue you in a Magistrate's Court, even if our claim against you is greater than would otherwise be allowed.
12.1	You are not allowed to cede, assign or transfer any of your rights (including the right to payment of a credit balance on your account) or delegate any of your obligations (duties) to anyone without obtaining our prior written consent. In providing such consent we may, at our discretion, amend the Agreement or any part thereof to include additional rights or impose additional obligations on the relevant cessionary or assignee. You must provide any help that may be necessary for us to negotiate any amendments with that cessionary or assignee.	16.6	Any favour or concession we may allow you will not affect or substitute any of our rights against you.
12.2	If you decide to close your Account, you must go to your branch with proof of your identity and, where applicable, a resolution in line with the governance structures of the Business.	16.7	If you owe us money, a certificate, signed by any of our managers that states:
12.3	If you close your Account, it must be fully compliant with FICA before you may withdraw your money from it.	16.7.1	the fact that the debt is payable;
12.4	We may close your Account by written notice to you (Termination Notice).	16.7.2	the amount payable;
12.5	We need not give you notice in the following circumstances and may close your Account immediately if we:	16.7.3	the applicable interest rate; and
12.5.1	believe or suspect it is being used fraudulently, negligently, unlawfully, or for money laundering activities, or the financing of terrorist and related activities;	16.7.4	the date from which such interest is calculated, will be enough proof of the facts stated on the certificate, unless you can prove otherwise. The appointment of the manager who signed the certificate does not have to be proved.
12.5.2	believe or suspect that your Operation of the Account directly or indirectly benefits a Sanctioned Entity;	16.8	You must write to us immediately if your circumstances change or could create any risk for us.
12.5.3	are notified that you are a Sanctioned Entity; or	16.9	The invalidity, illegality or unenforceability of any of the clauses of these Terms or any Product/Service Specific Terms shall not affect the validity, legality and enforceability of the remaining clauses of these Terms or any Product/Service Specific Terms.
12.5.4	must do this for any other legal reasons.	17	Exclusions on our responsibility to you
12.6	If we close your Account, we may claim repayment of any money that you owe us. You must pay any amounts owing to us by the date in the Termination Notice.	17.1	We (including any third party for which we are responsible) will not be responsible for any loss (including those listed in clause 17.2 below) resulting from:
12.7	We will notify you in writing if we believe that you are no longer using your Account. We will allow you an opportunity to begin using your Account again, after which, if you have not begun using it again, we will close it. If your Account is closed, our relationship with you in terms of the Card will also end.	17.1.1	the closure of or suspension of access to or restriction of activity on your Account by us for any reason;
13	Direct Marketing	17.1.2	our compliance with any Laws;
13.1	If you open an Account because of direct marketing, you may cancel this Agreement and close the Account without reason or penalty, within 5 (five) Business Days after it is opened. This is known as a "Cooling-Off" period.	17.1.3	any circumstances beyond our control, such as (without limitation), uncontrollable natural forces in operation, strikes or labour disputes, riot, civil commotion or unrest, any type of restriction imposed (or action taken) by a Sanctioning Body or a governmental or statutory authority or any other third party; any Service interruption, delay, power cuts, failure or malfunction in any equipment, electronic data terminal, ATM, network or other system.
13.2	If you wish to close the Account in the Cooling-Off period, you must go to your branch and tell us in writing.	17.2	The provisions of clause 17.1 include claims in contract, delict or statute for direct, indirect, punitive; consequential or special damages, including loss of profit.
13.3	You must also return all Instruments to us when you close your Account. If you used the Instruments, we may charge our normal charges for their use.	18	Customer Complaints
14	Address for notices	18.1	If you have any questions or complaints about your Account, you may contact our Customer Resolution Centre by calling 0860 123 000 or by email at information@standardbank.co.za .
14.1	Your physical (street) address on your application form is your chosen address for receiving any legal notices and documents. You must write to us immediately if your address changes.	18.2	We are a member of the Banking Association of South Africa who has appointed an independent Ombudsman for Banking Services to deal with complaints. If we do not solve your problem or you are not happy with the way that your problem was solved, then you may use the services of the Ombudsman for Banking Services who can be contacted by:
14.2	We may choose to send notices that are not legal notices regarding your Account to the email address, if any, which you give on your application form or to the postal address you give on your application form.	18.2.1	Telephone on 0860 800 900 or 011 712 1800 ;
14.3	We will assume that you have received any notice we send you within 14 (fourteen) days of posting, or on the same day if delivered by hand or sent	18.2.2	Fax at 011 838 0043 ;
		18.2.3	Email at info@obssa.co.za ; or
		18.2.4	Via the website www.obssa.co.za .