

1. INTRODUCTION: ABOUT THESE TERMS

- a) These Terms take effect (begin) when you register for Online Banking for Business.
- b) We may change these Terms from time to time. The latest version of the Terms applies to you each time you use Online Banking for Business. To view the latest Terms and Conditions please visit our website at www.standardbank.co.za
- c) You must know, understand and comply with:
- these Terms; and
 - the Product Terms and General Terms that apply to your Account.
- d) If there is a difference between these Terms, the Product Terms and the General Terms, these Terms will apply.
- e) Please pay special attention to the highlighted sections. These are important clauses which explain what may limit our responsibility or involve some risk for you.

2. DEFINITIONS

- 2.1 We have defined some of the words used in this document. These words begin with a capital letter. Singular words include the plural and the other way round.

	Word	Meaning
2.1.1	Access Codes	Any of the secret characters (letters and numbers) you use for banking, for example: your personal identification number (PIN); one-time PIN (OTP); automated teller machine (ATM) card numbers; passwords; user names; and Digital IDs.
2.1.2	Account	The account we open in your name, at your request, and which you use to access Online Banking for Business.
2.1.3	App Store	The application store you use to download the Mobile App. The App Store is run by the manufacturer of the Device you use, for example Apple, Blackberry, Google Play (Android).
2.1.4	ATM	An automated teller machine.
2.1.5	ATM PIN	The personal identification number (PIN) you use to access your Account at an ATM.
2.1.6	Authorised Signatory	The person duly appointed by the Company at the time of opening the Account who is authorised to provide Standard Bank

with instructions relating to the Account.

2.1.7	Card	Any card we issue to you that is linked to your Account.
2.1.8	Cardholder	Any person who is in possession of a Card
2.1.9	Communication System	The Device and the Medium together.
2.1.10	Company , you or your	The person or legal entity that registers for and uses Online Banking for Business, or in whose name an Account is opened.
2.1.11	CSP	A customer-selected personal identification number.
2.1.12	Device	The equipment you use to access Digital Banking, for example, a computer, cell phone, smartphone, tablet, telephone, smart television, ATM or similar technology.
2.1.13	Digital ID	A type of Access Code where you use the email address and password, as selected by you, in order to access Internet banking or the Mobile App.
2.1.14	Digital Banking	Banking that you do on a Device. This includes Internet banking, cell phone banking, Mobile App banking, telephone banking, and accessing the loan automation facility and prepaid products through the Internet.
2.1.15	FAIS Act	The Financial Advisory and Intermediary Services Act 37 of 2002, as updated from time to time, and all the legislation (laws) that falls under it.
2.1.16	FICA	The Financial Intelligence Centre Act 38 of 2001, as updated from time to time, and all the legislation (laws) that falls under it.
2.1.17	General Terms	The general terms and conditions which you agree to when you open an Account with us.
2.1.18	Group	Standard Bank Group, the holding company and any subsidiary of the holding company and all of its subsidiaries.
2.1.19	Intellectual Property	All: <ul style="list-style-type: none">• inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these;• copyright, including copyright in logos, devices, designs,

multimedia works and computer software programs (in source and object code form), as well as programmers' or developers' notes, flow charts and design documents;

- rights protecting goodwill and reputation;
- proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics;
- schematics;
- marketing;
- sales and user data;
- domain names and URLs;
- databases and rights in databases;
- confidential information;
- other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and
- applications for, and rights to apply for, the protection of any of the items on this list.

2.1.20	Intellectual Property Rights	All rights in and to Intellectual Property.
2.1.21	ISP	An Internet service provider, which is a company that provides access to the Internet.
2.1.22	Medium	The way you access Online Banking for Business, for example Internet, Wireless Application Protocol (WAP), Wireless Internet Gateway (WIG), SMS and voice (for example, an automated voice recognition system or similar technology).
2.1.23	Mobile App	Our mobile application, which you use to access Mobile App Banking.
2.1.24	MyUpdates	The SMS notification service where you will receive an SMS in relation to any Transaction or activity on your Account.
2.1.25	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 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.

- 2.1.26 PIN A personal identification number.
- 2.1.27 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.
- 2.1.28 Product Terms The terms and conditions of a product or products linked to your Account, Card or Transaction.
- 2.1.29 Profile When you register for Online Banking or Mobile Banking you create a digital identity. You get a digital identity code to log in with, and this is how we identify you. You may then set up as many Profiles as you like under your digital identity for the personal and business banking accounts, and/or insurance or online share trading (OST) profiles that you have with us. You may have more than one Card linked to a Profile.
- 2.1.30 Online Banking for Business The online banking platform for small to medium enterprises who bank with Standard Bank and which is accessed via Digital Banking.
- 2.1.31 Service The Online Banking for Business service that offers additional functionality for businesses, over and above what is available for the personal market.
- 2.1.32 SMS Short Message Service.
- 2.1.33 Standard Bank, we or us The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
- 2.1.34 Terms The terms and conditions applicable to Online Banking for

Business and the Service as set out in this document.

- 2.1.35 Transaction Any debit or credit made on your Account using Electronic Banking and that we action on your instruction.
- 2.1.36 User A person who is given any of the permissions set out in clause 5 below by the Company.

3. **LINKS TO OTHER INFORMATION**

We have put links from some words in these Terms to other information that may apply to you. These are called hyperlinks. They are found in words that are in blue, and underlined. You must read any links that apply to you, because they form part of these Terms. If you can't read any linked information, you must visit our website at www.standardbank.co.za or phone our Customer Contact Centre on 0860 123 000.

4. **REGISTERING FOR ONLINE BANKING FOR BUSINESS**

- 4.1 You must be a Cardholder and/or Authorised Signatory in order to register for the Service.
- 4.2 If you are accessing Online Banking for Business for the first time, you will be required to register to use the Service ("Registration Process"). You will only be required to complete this initial Registration Process once.
- 4.3 In order to complete the Registration Process, you will have to:
 - 4.3.1 complete all forms and/or fields on Online Banking for Business as may be required by us from time to time in order for you to be registered to use the Service; and
 - 4.3.2 pass a resolution indicating that the Company has agreed to register for the Service and has accepted these Terms. This resolution can be recorded electronically on the Online Banking for Business platform or a hardcopy can be transmitted to the bank electronically via file upload or email.

5. **USING THE SERVICE**

- 5.1 Once you have completed the registration process as set out in clause 4 above, you will be able to access Online Banking for Business via Digital Banking using your Digital ID. You will then be able to make use of the Service.
- 5.2 You can add Users to your Online Banking for Business profile. You can set permission for these users such that they can:
 - 5.2.1 view account statements and balances;
 - 5.2.2 capture transactions including payments as well as beneficiaries;
 - 5.2.3 release transactions;

5.2.4 Have full access to perform any function on your company accounts;

5.2.5 The permission granted to the users will be issued and administered by you, solely at your discretion.

5.3 Viewing permissions

5.3.1 If you have added a User and granted him/her viewing permissions, this person will only be able to view balances and statements on the Account(s) for which you have given them permission to access.

5.3.2 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.

5.4 Capturing permissions

5.4.1 If you have added a User and given them capturing permissions, this person will be able to capture the details of payments to be submitted from the relevant Account(s).

5.4.2 Any payments being captured by a User with capturing permissions will not be processed 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 relevant beneficiary of the payment.

5.5 Releasing permissions

5.5.1 If you have added a User and given them releasing permissions, this person 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 aforementioned.

5.5.2 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 (such as a Cardholder or Authorised Signatory).

5.6 Full permissions

5.6.1 Only a Cardholder or Authorised Signatory can have full permissions. You cannot give a User full permissions.

5.6.2 You can add and/or deactivate and / or delete Users from your Online Banking for Business 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 permissions granted to them.

6. **FEES**

6.1 We will charge you fees for using Online Banking for Business. Details about these fees are available in our pricing brochure which will be available on our website. We reserve the right to change, increase or vary these fees from time to time.

6.2 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.

7. **SECURITY FOR ONLINE BANKING FOR BUSINESS**

7.1 You must always:

7.1.1 protect your Access Codes and not share them with anyone else;

7.1.2 run up-to-date software that is compatible (works) with Online Banking for Business and which is aimed at protecting your information;

7.1.3 be vigilant to any potential fraud that can take place on your Account. If you believe a suspicious Transaction has taken place on your Account, you must immediately contact Standard Bank on 0800 222 050.

7.2 If you registered to receive MyUpdates, you must ensure that your cell phone/smartphone is at all times switched on and in a working condition.

7.3 You must perform the necessary due diligence on the Users that you give access to your accounts, to minimise the risk of unauthorised access.

7.4 When travelling internationally you must either ensure that the roaming service on your cell phone/smartphone is activated or you must advise the Bank of an alternative destination for notification as well as an alternative person to approve transactions on your behalf of Transactions on your Account while you travel.

7.5 We are not responsible for any loss or damage you may suffer if your Account is compromised in any way and you have not:

7.5.1 followed our advice about using Online Banking for Business safely in accordance with, inter alia, clause 7.1 above;

7.5.2 contacted Standard Bank to report a suspicious Transaction on your Account;

7.5.3 notified Standard Bank that your cell phone/smartphone number has changed and the SMS is delivered to the incorrect cell phone/smartphone number.

8. **AVAILABILITY OF ONLINE BANKING FOR BUSINESS**

8.1 Online Banking for Business may not always be available. There are many reasons for this, including:

8.1.1 technical failure or problems with a Communication System (ours or another one) directly or indirectly involved in providing Digital Banking;

8.1.2 problems with a telecommunication or electricity service; or

8.1.3 other circumstances beyond our control.

8.2 If Online Banking for Business is unavailable for any reason, you undertake to communicate or bank with us in any other way so that you limit potential losses on your Account.

9. **SECURITY OF THE COMMUNICATION SYSTEM**

9.1 Information sent over a Communication System 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 and elsewhere.

9.2 You must follow the security tips published on our website from time to time. We are not responsible for any loss or damage you suffer because someone gained access to the Communication System illegally or without permission. To limit these risks, we may check any information you send using our Communication System.

10. **USING AND SHARING YOUR PERSONAL INFORMATION**

10.1 You agree that we may collect and process your Personal Information within the Group so that we can:

10.1.1 open and manage your Profile and Account;

10.1.2 provide a combination of services, analysis or advice linked to your Account;

10.1.3 watch and analyse activities on your Profile and Account for risks like fraud and non-compliance (not following certain laws or regulations); and

10.1.4 analyse information to identify possible markets and trends, and develop new products and services.

10.2 You agree that we may share your Personal Information with any person, locally or outside the Republic of South Africa, who:

10.2.1 provides services to us;

10.2.2 acts as our agent; or

10.2.3 has been given, or may be given, any of our rights and duties in respect of your Account or Profile.

10.2.4 We ask people who provide services to us to agree to our privacy policies if they need to access any Personal Information to carry out those services.

10.3 You accept that:

10.3.1 we will always be responsible for deciding the reason for, and way to, process your Personal Information;

10.3.2 some laws state we must collect some of your Personal Information;

- 10.3.3 without your Personal Information we may be unable to open an Account or continue to offer services to you; and
- 10.3.4 you are giving us your Personal Information voluntarily (willingly).

11. **MARKETING CONSENT**

By accepting these Terms, you agree that we may use the company's Personal Information to contact it about products, services, and special offers from us or other companies that may be of interest. We will do this by post, email, telephone call or text message. If you decide that you do not want us to do this, you can contact us, and we will stop.

12. **YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGES**

- 12.1 You will cover (pay for) any loss or damages that we may suffer on your behalf because:
 - 12.1.1 you don't make certain payments;
 - 12.1.2 you gave us wrong instructions or information;
 - 12.1.3 you did not have enough money for a payment from your Account; or
 - 12.1.4 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).

13. **WARRANTIES (PROMISES) MADE BY YOU**

You confirm that you:

- 13.1 are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;
- 13.2 are not, and will not be, located in a country that is the subject of a United States of America (US) Government embargo or that the US Government has named a "terrorist supporting" country;
- 13.3 are not listed on any US Government list of prohibited or restricted parties;
- 13.4 have been told, in clause 21 below, that you can contact us with any questions you may have;
- 13.5 have given us the right information; and
- 13.6 have read and understood these Terms before accepting them and thus entering into this agreement.
- 13.7 We may suspend your access to the Service if you are in breach of the terms you agreed to or if we suspect suspicious activity.

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

- 14.1 Your use of the Communication System and Online Banking for Business depends on factors beyond our control, such as the network coverage or availability of your Internet service provider. We are not legally responsible and can't be blamed for any loss or damages you may suffer if you cannot access Online Banking for Business because of problems with your Internet service.
- 14.2 We have taken care to make sure that content on the Communication System is accurate and that you should not suffer any loss or damage by using it. However, information on the Communication System and Online Banking for Business is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.
- 14.3 We (our owners, employees, consultants, agents or any person connected to the Group) are not responsible for any direct or indirect loss or damages related to your use of the Communication System or Digital Banking, for any reason, even if we were told that loss or damage was possible. We are not responsible for any loss or damages caused by:
- 14.3.1 someone finding out any of your Access Codes and using these codes to register for Online Banking for Business and fraudulently transact on your account;
 - 14.3.2 any technical or other problems (interruption, malfunction, downtime or other failures) which affect Online Banking for Business, a Communication System, our banking system, a third-party system or any part of any database, for any reason;
 - 14.3.3 you relying on any information on the Communication System;
 - 14.3.4 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);
 - 14.3.5 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
 - 14.3.6 any event that we have no direct control over.

15. ANNOUNCEMENTS ABOUT CHANGES OR UPDATES TO THESE TERMS

- 15.1 We may make announcements to you about changes or updates to these Terms, or any of our services. We may do this on our website, or by sending you an email, text message (SMS) or using another communication technology.
- 15.2 If an announcement about Digital Banking has contractual (legally binding) terms relating to Digital Banking, these new or updated terms will be seen as being included in these (original) Terms. By continuing to use Digital Banking, you agree to these changes.

16. WHAT HAPPENS IF YOU BREACH (GO AGAINST) THESE TERMS

16.1 We may stop you from using Online Banking for Business if you do something that is against these Terms, 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.

16.2 We may end our relationship with you and stop you from using Online Banking for Business by giving you written notice (Termination Notice). However, we do not have to give you notice and may close your Account immediately if we:

16.2.1 believe or suspect your Account is being used wrongly or unlawfully (illegally); or

16.2.2 must do this for legal reasons.

17. HOW DISAGREEMENTS OR DIFFERENCES WILL BE RESOLVED

17.1 If you have a complaint about your use of Online Banking for Business or these Terms, please follow our complaints process on <https://www.standardbank.co.za/secure/CRC/Ombudsman.html>, or from our Customer Contact Centre.

17.2 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.

17.3 The contact details for the Ombudsman are in clause 10 of The Code of Banking Practice. This is available:

17.3.1 Online: http://www.standardbank.co.za/site/Code_Banking/COBPFinal_2012_2.html;

17.3.2 in our branches; and

17.3.3 from our Customer Contact Centre on 0860 109 075.

17.4 We have also included the Ombudsman's contact details at the end of this document.

17.5 You may also approach any South African court of law that has jurisdiction (authority in this area).

18. WHERE LEGAL DOCUMENTS AND NOTICES WILL BE SENT

18.1 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 citandi et executandi).

18.2 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 citandi et executandi).

18.3 We may send other written communication or notice to your street, postal or email address.

18.4 Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 25 of 2002 (for example sections 11 and 12) do not apply to these documents or notices.

19. **LAW GOVERNING OUR RELATIONSHIP**

South African law will govern these Terms.

20. **GENERAL PROVISIONS**

20.1 Headings in these Terms are only for information and may not be used to interpret these Terms.

20.2 South African time applies when working out any dates or times.

20.3 If any dispute results from technical issues related to a Communication System, a court or arbitrator will interpret these Terms practically without focusing too much on technical issues.

20.4 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.

20.5 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.

20.6 You must make sure you understand exchange control regulations and fully comply with them when you use Digital Banking outside South Africa.

20.7 You are responsible for making sure that you never use Digital Banking for any illegal purpose. You will be legally responsible for any illegal transactions that you make.

20.8 If you have any questions or do not understand anything about these Terms, please call our Customer Contact Centre on 0860 123 000.

21. **CUSTOMER CONTACT INFORMATION**

21.1 If you have any complaints or questions about Digital Banking, you can call us on 0860 123 000.

21.2 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:

21.2.1 telephone: 0860 800 900 or 011 838 0035;

21.2.2 email: info@obssa.co.za ; or

21.2.3 website: www.obssa.co.za.

21.3 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:

21.3.1 telephone: +27 12 470 9080

21.3.2 email address: info@faisombud.co.za ; or

21.3.3 website: www.faisombud.co.za.

21.4 For short-term insurance (for example, car and house insurance) queries and complaints, please call us on 0860 123

474. If we do not solve your short-term insurance problem, you may contact the Ombudsman for Short-Term Insurance:

21.4.1 telephone: 0860 726 890 or 011 726 8900;

21.4.2 email: info@osti.co.za ; or

21.4.3 website: <http://osti.co.za/>.