



Electronic Banking Mobile Application terms and conditions (Terms) brought to you by The Standard Bank of South Africa Limited.

1. Introduction

You will only have access to the App if you have been duly authorised to act as a User on behalf of a Customer that has signed the Electronic Banking Terms and Conditions with a Bank in the relevant jurisdiction, as updated from time to time.

By using this App, you agree to be bound by these Terms. You acknowledge that this agreement is entered into by and between you and The Standard Bank of South Africa Limited. Use of the App is considered acceptance of these Terms. Do not use the App if You do not accept these Terms.

You agree that you will only use the App in line with these Terms and any additional terms mentioned below that may apply, including any terms and conditions incorporated in these Terms by reference and applicable laws, rules and regulations in the relevant jurisdiction.

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

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 type of unique identifier used to enable a person to identify themselves and gain authorised access to the Services, including any password, operator identification codes, two factor authentication codes and alternative security methods.
App	The Standard Bank of South Africa Limited's mobile application, downloaded onto your Device from your App Store, for which channel you have registered, to access the Electronic Banking System.
App Store	Your Device's application store provided by Apple, Blackberry or Android, as is applicable to you, from which you download the App.
Bank	The Standard Bank Group entity with which the Customer has agreed to the Electronic Banking Terms and Conditions.
Bank Account	Any bank account of the Customer held with a Standard Bank Group entity and capable of being uploaded onto the Electronic Banking System and / or App.

Customer	A customer of the Bank.
Device	The device you use to access the App such as a cellphone, smartphone and / or tablet or any similar technology.
Electronic Banking System	The electronic banking system used by the Bank to provide you with transactional banking products and services (the Services) and these may change over time, and regardless of the title given to such system from time to time.
Electronic Banking Terms and Conditions	The terms and conditions agreed between the Customer and the Bank for the provision of the Electronic Banking System and the Services, which terms are incorporated herein by reference.
Intellectual Property	Without limitation, is all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with such inventions, patents, designs, trademarks, service marks, trade names; copyright, including all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda 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 and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the above items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same.
Intellectual Property Rights	All rights in and to Intellectual Property.
ISP	An Internet service provider, which is an organisation that provides access to the Internet.
Operational Guide	The document which sets out the procedures and regulations that apply in respect of the Services, which procedures and regulations are accessible through the Electronic Banking System, and which document is incorporated herein by reference.
Personal Information	Personal Information as defined by the applicable data protection laws and / or the Protection of Personal Information Act No 4 of 2013
Process	Process as defined by the applicable data protection laws and / or the Protection of Personal Information Act No 4 of 2013.
Standard Bank Group	Standard Bank Group Limited, a company incorporated in the Republic of South Africa under registration number 1969/017128/06 together with every entity which is controlled by the Standard Bank Group or is under common control with the Standard Bank Group
Transaction	Any debit or credit on the Bank Account following your instruction and actioned by the Bank or the use of any banking facilities available on this App. Transact has a similar meaning. Transactions are subject to their respective product terms and condition.

User / Operator	An individual who is appointed by a Customer to perform certain specified actions in respect of the Services.
we, us, our	The Standard Bank of South Africa Limited.
you or your	The individual who is registered on the App.

3. Access to the App

You can have only one App on a Device at a time, but you can download the App onto as many Devices as you require.

4. Use of the App

- 4.1. ***You should only use the latest version of the App. The App Store will notify you of any updates / upgrades that are available to you. If you do not install the latest version, the App may not function correctly and you may experience security and / or data flaws, for which we will not be liable under any circumstances.***
- 4.2. You should only use the App on a Device for which it is intended, and as allowed by the usage rules set out in your App Store's terms of service.
- 4.3. You can only Transact in line with the banking facilities available to you through the Customer's Profile. You will not be afforded any additional permissions that have not been otherwise granted on the Profile.
- 4.4. The App allows you to open only one Profile at a time; meaning you can only Transact with the Profile you have open at any given time.

5. Fees and costs

- 5.1. There is no fee to use the App. You will continue to be charged Transaction fees as per your existing pricing agreement.
- 5.2. ***Standard mobile network operator data costs will be charged when you download the App, use the App, and thereafter receive notifications.***

6. Transacting through the App

- 6.1. The App is an electronic channel through which you may effect Transactions. The Bank will act on Instructions that purport to have been sent by you as per clause 8.2 below.
- 6.2. The Bank will process your Transaction in accordance with the Bank Account's underlying agreements and / Electronic Banking Terms and Condition read together with the Operational Regulations.
- 6.3. Instructions received from you after the Bank's cut-off time will be reflected on your Statement on the next Business Day in the relevant jurisdiction.
- 6.4. ***We and the Bank are not responsible for any loss you suffer if you enter the incorrect details for your Transaction.***

7. Representations by you

7.1. You represent that:

- 7.1.1. you have full contractual capacity and no court has declared you mentally unfit;
- 7.1.2. you are not, and will not be, located in any country that is the subject of a United States of America (**US**) Government embargo or that has been designated by the US Government as a "terrorist supporting" country;
- 7.1.3. you are not listed on any US Government list of prohibited or restricted parties;
- 7.1.4. you acknowledge that we can refer any questions that you may have to us, in accordance with clause 19 below;
- 7.1.5. you have given us the correct information; and
- 7.1.6. you have read and understand these Terms before entering into this agreement.

8. App Security

- 8.1. ***You must keep your Access Codes secure and ensure that they do not come into the possession of any unauthorised people. If you do not, you give up any claim you may have against us or the Bank for any loss or damage you may suffer.***
- 8.2. ***After your Access Codes have been entered, the Bank will assume that any Instruction subsequent thereto is from you and the Bank may carry out such Instruction as if you authorised same, even if someone else used your Access Codes.***
- 8.3. ***You must make sure that you log out of the App when you have finished using it to prevent anyone else from using it.*** We will also apply an automated time-out if the App is not used within a specified time frame.
- 8.4. If your Device is lost or stolen, or is no longer in your possession, you must immediately login to the App through an alternate capable device, and de-authorise your Device. ***We and the Bank will not be held liable for any losses resulting from your failure to de-authorise that Device.*** If you cannot immediately de-authorise your Device, then you must call us to tell us that your Device is no longer in your ownership or possession.
- 8.5. We are committed to providing safe online services. All uses of the App and Transactions through it are protected by encryption at international standards. Encryption protects the Personal Information you send through the App. Our computers are protected by systems that guard against intruders. Only authorised employees or agents have access to information on these computers. We have also used independent security experts to test our system security and advise us on improvements.

9. Software and hardware

- 9.1. You must use software and hardware suitable for Transacting on the App. If you do not, the App may not work properly and this could increase your security risks.
- 9.2. If we offer software to you on or through your Device, any licence agreement is between you and the software's licensor. ***You indemnify us against any breach of such software licence.***
- 9.3. We expressly and implicitly ***do not*** warrant:

- 9.3.1. the licensor's ownership of any software provided on the App; or
- 9.3.2. rights of use of any licensor.

10. Indemnity

10.1. ***You indemnify us against any loss or damages (direct, indirect and consequential), that we may suffer because:***

10.1.1. ***you have not paid costs or fees;***

10.1.2. ***you gave the Bank incorrect Instructions or information;***

10.1.3. ***you do not have enough money in the Bank Account for the Bank to process a Payment;***
or

10.1.4. ***an unauthorised person, using your Access Codes transmitted an Instruction or made a Payment on your behalf, without your permission.***

10.2. You acknowledge and agree that:

10.2.1. these Terms are entered into between you and us in relation to your use of the App. Since the App is made available through the App Store, the App Store is a third party under these Terms and will also have the right to enforce these Terms against you;

10.2.2. ***to the maximum extent allowed by law, the App Store does not give or enter into any warranty, condition or other term in relation to the App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the App or as a result of you or anyone else using the App or relying on any of its content;***

10.2.3. any claims relating to the licence to the App, possession or use of the App are between you and us (and not between you, or anyone else, and the App Store), including but not limited to, product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and

10.2.4. if any claim by a third party that your possession or use of the App (in line with these Terms) infringes any intellectual property rights, the App Store will not be liable to you in relation to that claim.

11. Disclaimers

11.1. Your use of the App is dependent on factors beyond our control, such as your network's coverage or availability, your ISP's availability or your Device's capability and capacity. ***We are not liable for any loss or damages you may suffer if a factor beyond our control arises and you cannot access the App.***

11.2. ***We (including our employees, consultants, agents or any affiliated person) are not responsible for any loss or damages related to your use of the App or any Intellectual Property flowing from their use. This includes, without limitation, any direct, indirect, special, incidental, or consequential damages in terms of contract, delict (breach of a duty of care) or law. We are not responsible for any loss or damages where:***

11.2.1. ***someone finds out your Access Codes;***

- 11.2.2. *any technical or other problem (interruption, malfunction, downtime or other failure) affects the App, the Electronic Banking System, a third-party system or any part of any database for any reason;*
- 11.2.3. *any personal information or other data is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;*
- 11.2.4. *any failure or problem affects goods or services provided by any other party; for example, any telecommunication service provider (ISP, electricity supplier, local or other authority); or*
- 11.2.5. *any event that we have no control over.*

12. Data protection

- 12.1. You consent to us to 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.
- 12.2. If you provide us with Personal Information about or on behalf of another person (including, but not limited to, related parties where applicable), you confirm that you are authorised or lawfully entitled to: (a) provide us with the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, in terms of this clause; and (c) receive any privacy notices on their behalf.
- 12.3. You consent to us Processing your Personal Information:
 - 12.3.1. to provide products and services to you in terms of this agreement and any other products and services for which you may apply;
 - 12.3.2. 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);
 - 12.3.3. in countries outside the country where it is necessary for us to provide the products and services. These countries may not have the same data protection laws as the country where the products or services are provided, we will endeavour to request the receiving party to agree to the privacy and/or confidential policies, obligations, processes and/or requirements.
 - 12.3.4. by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided, in order to provide our services and/or product to you. We will request that these 3rd party service providers accept our privacy policies if they need access to any Personal Information to carry out their services; and
 - 12.3.5. within the Standard Bank Group.
- 12.4. You will find Our Processing practices in the Group's and Our privacy statements. These statements are available on the Bank's websites or on request.

13. Marketing by post, email or text messages

Subject to your consent, we will use your personal or other information to tell you about products, services and special offers from us or other companies that may interest you. We will do this by post,

email or text message. You may at any time thereafter contact us to revoke such consent where after we will cease to market our products, services and special offer to you.

14. Breach

We may stop you from using the App, with immediate effect if you breach a clause of these Terms and / or required to do so by law. We may also take other steps available to us, including applying to a court for an urgent interdict against you.

15. Intellectual property

- 15.1 We keep all Intellectual Property Rights in and to the App, all content in it or sent to and from the App.
- 15.2 We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the App, which may include updates and/or upgrades. You will be asked to accept any additional terms through the App when they become applicable to you. The App is licensed to you for the purposes in these Terms only and for no other purposes. The App is licensed only to you and you will not grant any rights of use or any other rights in respect of the App or any Intellectual Property Rights in it to any other person.
- 15.3 The licence granted to you will commence when you install the App and will continue until it is terminated in line with these Terms, which will result in the cancellation of your access to the App and/or the termination of your ability to use the App. On termination of the licence granted in these Terms for any reason, you must immediately stop all use of the App.
- 15.4 Certain content available on the App may include content belonging to third parties. We may provide links to third-party websites as a convenience to you. You acknowledge that we are not responsible and/or liable for the following and/or its accuracy:
 - 15.4.1 all content belonging to third parties on the App; and/or
 - 15.4.2 any content featured on the websites that are accessed via links found on the App.
- 15.5 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the App, its contents, including any Intellectual Property therein, its design, any updates to the App and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the App and/or any content featured on the websites which are accessed via links that are found on the App. You may not sub-license such third-party content, including Intellectual Property Rights associated with it.
- 15.6 You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise (collectively referred to as linking), or any other reference to the App.
- 15.7 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the App and/or any Intellectual Property Rights flowing from them.

16 General

- 16.1. We may change these Terms by giving you written notice.

- 16.2. The invalidity, illegality or unenforceability of any of the clauses in these Terms will not affect the validity, legality and enforceability of the remaining clauses of these Terms.
- 16.3. We may send you any notice about the App by email in which case we will regard such notice as having been received by you one day after it was sent.
- 16.4. We may terminate the App at any time on notice to you. On termination of your registration to the App, for any reason, all rights granted to you in respect of the App will cease immediately.
- 16.5. If the Bank Account is stopped or cancelled for any reason, we will cancel your App registration.
- 16.6. If your access to the Electronic Banking System is terminated for any reason, your access to the App will also be immediately terminated.

17 Notices

- 17.1 Where you have any issue with the App, 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 on or delivered to us.
- 17.2 You consent for the relevant Bank to provide us with the contact information the Bank holds on record for you and /or the Customer, to which address we will send legal documents or notices.
- 17.3 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 35 of 2002 do not apply to these documents or notices.

18 Applicable law

South African law will govern these Terms.

19 Customer Contact Information

Please contact us if you have any complaints or questions about the App. Our details are set out in the Contacts list in the App and / or on the Bank's website at <http://www.businessonline.standardbank.co.za>