



Standard Bank

General terms and conditions

Thank you for choosing Standard Bank. These are the general terms and conditions of your relationship with us. They apply to all banking products and services that we offer.

We want our interactions with you to be fair and transparent, so we've designed our agreements to be clear and understandable. If there's anything you'd like us to explain, please tell us. Pay special attention to the terms in **bold** as they show what we are not responsible for.



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1. Introducing the Agreement

1.1 Parties to the agreement

The agreement is between:

- a) You, our client. This is the person who applies for a product with us or in whose name a product is opened; and
- b) Us, The Standard Bank Eswatini Limited (registration number 40/1974).

1.2 Documents that make up the agreement

The agreement is made up of the following documents:

- a) Your application to us for a product
- b) Any approval letter that we send to you
- c) These general terms and conditions, which apply to all products that you have with us
- d) The product terms and conditions for a specific product
- e) Any product-information documents for a specific product
- f) The most recent version at any time of the pricing guide on www.standardbank.co.sz

1.3 Conflicts between terms and conditions

These General terms and conditions apply to all our products. If there is a difference between these General terms and conditions and any product terms, the product terms will apply in respect of the product only.

1.4 If you change your mind (cooling-off) – direct marketing sales only

If you applied for or bought a product after being contacted by direct marketers of Standard Bank, you have five business days from the date that the product was opened in your name to cancel the product and end this agreement. (We refer to this as a cooling-off period.) If you cancel the product or end the agreement in the cooling-off period, we will not charge fees.

1.5 Contact us with any questions

If you have any questions about your agreement with us. Please contact our Voice Branch by:

- phone 25175300; or
- email at information@standardbank.co.sz

If your question is about a specific product, please follow the process set out in the product terms and conditions.

2. Definitions and rules of interpretation

2.1 Definitions

The words below have the meanings set out next to them unless the context clearly indicates a different meaning. Defined words and expressions are in italics in these terms and conditions.

Applicable laws means all the following:

- All national, local and municipal legislation or subordinate legislation, regulations or by-laws;
- All regulations, policies, directives, position papers, rules or other instructions of any relevant regulatory, authority; and
- The common law, judgment, order or decree.

Business day means any day of the week, except a Saturday, a Sunday and an official Eswatini public holiday.

Products means the various banking and other products, services and facilities that we offer to our clients.

Regulatory authority means a person who has authority over you, us or the activities covered by the agreement, and includes:

- Any national, municipal, provincial, other local or administrative government, authority or department;
- Any agency, tribunal, commission, regulator, self-

regulatory body or similar body (such as the Central Bank of Eswatini,) and any other body authorised in its place.

2.2 Rules of interpretation

Reference to Standard Bank

Any reference to Standard Bank includes reference to our successors-in-title and assigns.

Headings

Headings are aids to reading and understanding. They are not terms or conditions themselves. Headings do not limit or extend the meaning or application of the terms or conditions.

Singular and plural

Words in the singular include the plural. Words in the plural include the singular.

Including

The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

May

The word 'may' expresses entitlement, not possibility.

Calculating days

Where a number of days is given, the days must be counted to exclude the first day and include the last day.

Reference to person/s

Where we refer to a person, we mean an individual person or a juristic person (for example, company, close corporation, trust, partnership) or both.

Reference to laws

When there is reference to an applicable law or to a section of an applicable law, we mean that applicable law or section of that applicable law as amended, repealed or replaced.

3. Doing business with you

3.1 Tell us about changes to your finances.

You must write to us immediately if your financial circumstances change or could create the risk that you might not be able to pay back money that you owe to us.

3.2 We may check if you can afford to pay back credit

We need to know if you can afford any credit that we give to you. You must give us information about your finances at any time that we ask.

We may also:

- a) Ask about your borrowing history from a credit reference agency. We do not need to ask for your permission to make these enquiries; and
- b) Give credit reference agencies updates about your conduct relating to a product, including if you do not comply with any of these terms and conditions.

3.3 We may ask you to give us security for your debt

We may ask you to give us security or undertakings for amounts that you owe to us. For example, we may ask you to hand over (cede) your rights to the money in one or more of your products to ensure that you can repay amounts that you owe to us. (This type of security arrangement is known as a 'cession in security'.)

3.4 We may request to use a positive balance in one account to settle a negative balance

If you do not repay money that you owe to us by its due date in one account, we may request to use money from any of your accounts to pay off the debt if the law allows it.

4. Giving instructions to us

4.1 Beware: email and phone instructions can be intercepted

You can ask us to accept instructions from you by phone or email. If you do this, we will ask you to sign an indemnity form because using your phone and email is not as safe as using the Mobile App, online banking, or going into a branch. This means that we may receive instructions that appear to be from you but that you did not authorise (for example, another person or an automated device may intercept your email or phone communication and change it without you knowing). We act on all instructions that appear to come from you, however, we will confirm first before we action the instruction. You must make sure that we receive instructions that you give by phone or by email.

4.2 We may decline an instruction.

We may decline to process your instruction if:

- We think the instruction is unclear, conflicting, incorrect, incomplete or unauthorised;
- Processing the instruction would or might cause us to breach our policies or any applicable laws;
- You fail to comply with our reasonable requests for information, documents or authorisations;
- Processing it may result in an unauthorised credit; or
- We have a valid reason for doing so.

If we cannot process your instruction, we will notify you as soon as we can.

4.3 We may delay or suspend a transaction

We may delay or suspend paying a transaction amount if:

- the amount is above our risk detection parameters; or
- we believe that the transaction, or the batch it is in, is invalid, linked to any prohibited activities or may harm someone.

(Risk detection parameters are measures that we use to help us to categorise, evaluate and prioritise risks. They are confidential to us.)

We are not responsible to you for any losses you may suffer if we take any action under this clause.

4.4 Stopping, or cancelling a transaction

We will try to stop, or cancel a transaction when you ask us to but we are not responsible if we cannot do so. You agree to pay us for any costs we may incur in trying to stop, or cancel a transaction.

4.5 Finality of Transfer of Funds

A payment or transfer which is effected on your behalf shall be final and irrevocable and shall not be reversed or set aside for any reason whatsoever. If it subsequently appears that any amount so paid or transferred was not in fact due, that amount paid or transferred shall constitute a fresh debt owed by the payee or transferee as the case maybe, to you.

5. Promises that you give to us (warranties)

To warrant something means to promise that it is true. The other party can then treat the information as true when doing business with you. If it is not true, the other party may have a claim against you for losses that they might suffer.

5.1 If you are an individual

If you are an individual, you warrant that:

- All information that you have given to us is correct and complete.
- You comply with all applicable laws.
- You are not in default of any of your obligations under any other agreement.
- You are not a sanctioned entity as defined in section 12 below;
- You are not being investigated for any activities

relating to sanctions (as defined in section 12 below).
f) If you are being investigated for any activities relating to sanctions, you will tell us immediately in writing.

5.2 If you are conducting a business

If you are conducting a business, you warrant that:

- All information that you have given to us is correct and complete.
- You comply with all applicable laws.
- You are not in default of any of your obligations under any other agreement.
- You have the authority to enter into this agreement and to perform your obligations under it.
- You conduct business with highest duties of confidentiality, security and reputational conduct.
- You have obtained and will maintain all consents, registrations, filings, certificates, licences, approvals, permits and insurances that you are required to have.
- You are not a sanctioned entity (as defined in section 12 below);
- You are not being investigated for any activities relating to sanctions (as defined in section 12 below).
- If you are being investigated for any activities relating to sanctions, you will tell us immediately in writing.

5.3 Consequences of breaking your promises (individuals and businesses)

a) If we know or suspect that you have broken any of your warranties in this clause or that sanctions may be imposed on you, we may immediately do either or both of the following:

- cancel or stop access to any products that we provide to you;
 - cancel this agreement and any other relationship we have with you.
- b) We are not responsible to you for any loss you suffer if we cancel this agreement because you broke your warranties or sanctions were imposed on you.
- c) You must pay us for any loss that we incur because:
- you broke any of these warranties;
 - a sanctioning body seizes, withholds or blocks money.

The definition of loss for this clause

Loss means an amount or amounts that we are legally responsible for or pay in any form. Amounts include, for example, judgments, settlements, penalties, fines, damages, injunctive relief, expenses for defending against a claim for a loss (including legal fees for attorneys, advocates, expert witnesses, and other advisors). Loss includes incidental, direct, and consequential damages.

6. Protecting your personal information

6.1 We understand that your personal information is important to you.

By using our products, you acknowledge that your personal information will be processed by us and third parties (if necessary) according to our Privacy Statement, which is in line with all applicable laws on protecting and processing personal information.

6.2 It is your responsibility to read and understand the contents of the Privacy Statement

which is available on our website at www.standardbank.co.sz or you can ask us to email it to you.

6.3 We will maintain the confidentiality of your personal information and we will implement security safeguards to secure your personal information as set out in the Privacy Statement.

6.4 Our Privacy Statement

is an important part of these terms and includes what personal information is; what information we process; how we process your information; where we collect your information; who we share your information with; your rights as a data subject and the complaints contact details of both Standard Bank and the regulatory authority.

7. Fees, charges, interest and taxes

7.1 Refer to the online pricing guide for fees and charges

You must pay the fees and other charges that apply to your products. The fees and charges that apply are in the pricing guide on www.standardbank.co.sz unless:

- a) We agree different fees with you; or
 - b) The product terms specify different fees.
- We review our fees and charges regularly and publish a new pricing guide which is valid from 1 January to 31 December each year. If there is a change to our fees, interest or other charges during the year, we will let you know in good time before the changes apply. Other charges include taxes, duties and penalties.

7.2 You must pay the costs for recovering money from you

You must pay the costs that we incur to recover outstanding amounts under this agreement, including:

- a) our reasonable costs and charges for collections and recoveries, such as collection commission, tracing fees, and default administration charges; and
- b) the actual legal costs and fees that our attorneys charge us (called the attorney and own client scale).

7.3 We pay interest only where we specify it

We pay interest only on products where interest is specified as a feature of that specific product. All interest rates quoted on a product are per annum. If our product terms and conditions allow, we may change the interest rates we pay to you. Any changes will apply immediately.

7.4 We don't give tax or legal advice

We don't give tax or legal advice as part of this agreement. To understand the tax implications of any product, or for any other tax or legal advice, you should contact your tax practitioner or a lawyer.

8. When our responsibility is limited or excluded

- a) We, and any third party that we are accountable for, are not responsible for any loss resulting from:
 - b) Our closing, suspending access to or restricting activity on any of your products or accounts.
 - c) Our complying with any applicable laws.
 - d) Any circumstances beyond our control, for example:
 - e) Malfunction of any of our equipment, terminals, ATMs, and systems
 - f) Power cuts, service interruption and outages that affect your access to a product;
 - g) Unusually severe weather, earthquake, hurricane, flood, fire;
 - h) Epidemic, pandemic;
 - i) Labour action such as strikes, marches and protests;
 - j) Riots, looting, civil commotion or unrest;
 - k) Any unlawful activity by a third party
 - l) Any restriction imposed or other action taken by a sanctioning body or a regulatory authority
- Loss includes claims in contract, delict or statute for direct, indirect, punitive; consequential or special damages, including loss of profit.

9. Handing over rights and obligations (cession and assignment)

9.1 You must first get our consent in writing

You may not hand over (cede) your rights or delegate (assign) your obligations under this agreement to another person without first obtaining our consent in writing. (The person that you cede rights or assign obligations to is referred to as a 'cessionary' and 'assignee' respectively.)

We alone may decide to grant or withhold our consent to a cession or assignment. If we give our consent, we may update this agreement to include extra rights for us or to impose extra obligations on the cessionary or assignee (as relevant). You agree to help us to negotiate changes with that cessionary or assignee if we consider it necessary.

9.2 We don't need your consent to hand over rights or obligations

You agree that we may handover (cede) any or all of our rights or assign any or all of our obligations under this agreement to any other person. We do not have to inform you of any cession or assignment unless the law requires us to do so.

The cessionary or assignee (as relevant) has the right to exercise all the rights and obligations that we have under this agreement, including the right to process your personal information.

10. You must comply with all applicable laws

We are required by law to have specific up-to-date information about you and any people or entities related or associated to you. This is for your and our protection against money laundering, terrorist financing and other illegal activities involving money. We will ask you for that information when you apply for a product and at other times during our relationship with you. We may check that information for accuracy and completeness.

If you do not give us the information or documents we ask for, we may:

- a) refuse your application, or
 - b) immediately close any product that you have with us.
- If we suspect that a product no longer complies with the applicable laws, we may suspend it until it complies.

11. Financial crimes and prohibited activities

11.1 Preventing financial crimes

We are committed to conducting our business with integrity. We respect our legal, regulatory, social and ethical responsibilities to:

- a) protect our customers against financial crimes; and
- b) the regulators and law enforcement to combat financial crimes, such as money laundering, financing terrorism, tax evasion, bribery and fraud.

11.2 You must not engage in prohibited activities

You must not engage in any prohibited activities or use any of your accounts with us or this agreement for any prohibited activities. Prohibited activities include:

- a) Any activities that do not comply with applicable laws;
- b) Illegal or terrorist activities, or the financing of these activities;
- c) Financial crimes, including money laundering, bribery, tax evasion, corruption or fraud, including a payment that improperly advantages any person;
- d) Any activities that sanctions apply to.

You warrant to us on the date that you sign this document and on every day that this agreement is in place that:

- you are not involved in any illegal or terrorist activities; and
- none of your accounts with us are being used for any prohibited activities referred to above.

11.3 Consequences of breaking your warranty

If you breach your warranty:

- a) You agree to pay us for any loss that we suffer as a result of your breach of; and
- b) You agree to pay the Bank for any loss that it incurs caused by your breach; and
- c) You agree to pay immediately on demand by either or both of us and the Bank

This clause provides a benefit for the Bank, which is not a direct party to this Agreement. The Bank may accept the benefit at any time and in any manner allowed by law.

11.4 We may investigate suspected prohibited activities

We may conduct identity and fraud checks on you. We may share information about your application for and conduct on any product with any of the following:

- a) Any regulatory authority: Central Bank of Eswatini, Eswatini Communications Commission, Financial Services Regulatory Authority;
- b) Eswatini Financial Intelligence Unit;
- c) Royal Eswatini Police Service;
- d) Any person involved in fraud prevention or law enforcement; and
- e) Affected third parties.

You must help us, at your expense, to investigate any prohibited activities, including giving us all information we ask for relating to the prohibited activities. If we suspect or find any prohibited activities, you give consent for us to share the relevant details with any person listed above.

11.5 We may suspend your access to the product and your accounts

If we suspect that an account or a product has or is being used for, or is linked to any prohibited activities, we will take immediate action. We do not have to give you notice of the action we will take. We may:

- a) Restrict activity on the relevant account or product so that you cannot transact through it.
- b) Suspend access to any one or more of your accounts, products or your money.
- c) Secure the money related to the prohibited activities and transfer it into a suspense account.
- d) We may take any one or more of these actions for as long as is necessary to protect our rights and those of any affected third parties.

12. Sanctions and sanctioned entities

12.1 Definitions for this section

Sanctions means measures imposed or restrictions set by a sanctioning body, including diplomatic, travel, trade or financial sanctions or embargoes.

Sanctioning body means any sanctioning regime that we recognise, including:

- a) United Nations Security Council ("UNSC");
- b) United States Office of Foreign Assets Control ("OFAC");
- c) Her Majesty's Treasury Office for Financial Sanctions Implementation, ("OFSI");
- d) European Union ("EU"); and
- e) French Ministry of Economy, Finance and Industry ("MINEFI").

This policy may be amended from time to time to recognise additional FS/CTF laws and regulations. The Bank must identify, assess, and understand its Terrorist Financing (TF) risk by developing and implementing a TF risk assessment to mitigate terrorist financing risk.

The TF risk assessment should form part of the bank's Risk Based Approach and align to the Financial Action Task Force (FATF) guidance on Money Laundering and Terrorist Financing risk assessments. A sanctioned

entity You must not use or make available any product to help or benefit a sanctioned entity. A sanctioned entity is an individual, organisation or country to which sanctions apply or that is listed on a list published by a sanctioning body (sanctions list), including all the following:

- A country that is on a sanctions list, its ministries, departments and agencies and any other governmental organisations.
- Any person who owns or controls a juristic person (for example, a company, trust or organisation) that is on the sanctions list.
- Any person who is owned by or controlled by a juristic person that is on the sanctions list.

In this context:

'owns' means holding any percentage of ownership or beneficial interest; and 'controls' means the ability to control the business or policy of the juristic person, whether directly or indirectly, through the voting of shares, by appointing directors or by any other means).

Sanction list means any list of sanctioned entities published by a sanctioning body, as updated from time to time.

12.2 You warrant that you are not a sanctioned entity

You warrant to us on the date that you sign this document and on every day that you are our client that you are not a sanctioned entity or being investigated for any activities relating to sanctions.

12.3 You must not engage with sanctioned entities

You may not:

- a) use your loan account or current account or any accounts that you have with us to finance a sanctioned entity;
- b) use the money that is in any of your accounts or that is available to you any agreement that you have with us:
 - in a country that is subject to any sanctions;
 - to finance the activities of a sanctioned person or sanctioned entity;
 - for another person or organisation that intends to use the money to finance the activities of a sanctioned person or sanctioned entity;
- c) act in any way that helps or benefits a sanctioned entity.

12.4 Consequences of breaching your warranty

- a) You agree to pay us for any loss that we suffer as a result of your breach of this warranty; and
- b) You agree to pay the Group for any loss that it incurs caused by your breach of this warranty; and
- c) You agree to pay immediately on demand by either or both of us and the Group.

This clause provides a benefit for the Group, which is not a direct party to this agreement. The Group may accept the benefit at any time and in any manner allowed by law.

13. We may change the terms of the agreement

Where the applicable laws allow, we may change the terms and conditions of this agreement. We will tell you about the changes, through our website, your product, our mobile app, by SMS, email or any other form of communication that we may use. If the change would have a significant effect on you, we will let you know at least 20 business days before the change comes into effect.

If you don't agree to the changes, you must stop using the product before change happens. You will then have limited access to your product. You can contact us to discuss a more suitable product for your needs.

You may not change any of the terms of the agreement or any part of it. If you continue to use the product after we change the terms of the agreement or any part of it, we treat it as if you have accepted the change.

14. Closing an account, cancelling a product or ending the agreement

14.1 If you want to close an account, cancel a product or end your relationship with us

a) Give us notice in writing

If you decide to close an account or cancel a product or end your relationship with us, you must give us notice before you do it. Check the relevant product terms and conditions for the amount of time the notice must be. If the product terms and conditions do not give a specific time, then you must give us five business days' notice. You can do this by:

- contacting your relationship manager or banker; or
- going into a branch; or
- call our voice branch (the details are set out below); or
- through any of our digital channels, such as our website or mobile app.

We will start the process to close the account, cancel the product or terminate the relationship with you once we receive the notice. We will communicate with you where necessary during this process, including if we are unable to do this. We will notify you once your account has been closed or a product has been cancelled. You must not assume your account has been closed or a product has been cancelled until we confirm this.

b) Give us documents that we require

We may also require proof of your identity and, if you are a business, a formal resolution from the business.

c) Your KYC information must be up to date

We must be able to verify your KYC information before you can withdraw money from your account or any other product you have or before we need to pay you any money that we owe you.

To end the relationship, you must close all your accounts.

If you want to end your relationship with us, all your accounts or products with us must be closed or cancelled.

14.2 If we want to close an account, cancel a product or end our relationship with you

a) We will give you notice and reasons in writing

We may close any account, cancel any product or terminate our relationship with you, by giving you reasonable prior notice in writing, using the last contact details we have on record. The reasons we give you for any actions we take will be in our sole discretion and may include:

- We are compelled to do so by applicable laws, by a regulatory authority or we have the right to do so as agreed with you contractually;
- You are in breach of applicable laws or you have not remedied a default under any terms and conditions that apply to you;
- Your conduct or the conduct of any person you are related to does not align to Standard Bank's values, or a continued relationship with you may expose the bank to perceived reputational or operational risks. This includes inappropriate behaviour towards our staff;
- We know or reasonably suspect that you are engaging in prohibited activities;
- You give us false or misleading information, or you don't give us all the information we need from you to comply with applicable laws;
- We write to you to let you know that you are no longer using an account or product and after giving you a reasonable opportunity to start using the account or product again, you fail to do so;
- You no longer qualify for an account or product according to Standard Bank's specifications and the applicable terms and conditions.

If we intend to close your account or terminate our relationship with you, we will communicate with you, where necessary during this process and we may allow you an opportunity to make representations before we do so. We will consider all representations made, but we retain the right to make the final decision. If we request you to do so, you must pay us all amounts you owe us by the date in the notice.

b) When we will not give you reasons

We may in certain circumstances exercise our right to close or cancel any of your accounts or products or end our relationship with you immediately without giving you reasons. The circumstances include:

- We believe or have a reasonable suspicion that a product is being used for any prohibited activities;
- We believe or have a reasonable suspicion that your operation of any product directly or indirectly benefits a sanctioned entity;
- We are notified that you are a sanctioned entity;
- We must do so in terms of applicable laws.

15. Default, resolving disputes and legal proceedings

15.1 A manager's certificate is proof of facts

A certificate signed by one of our managers that sets out the amount that you owe to us, the rates of interest that apply, and any other fact relating to this agreement, is enough proof of those facts unless you can prove otherwise (prima facie proof).

We do not need to prove the authority, qualification or appointment of the manager who signs the certificate.

15.2 If you default under this agreement

If you default on any of your obligations under this agreement and don't fix the default after we have given you notice to do so, we may take whatever steps we can in law. If your agreement with us falls under the Consumer Credit Act, we will follow the process set out below:

We will tell you about the default in writing

We will send you a letter to tell you about the default and either ask you to:

- a) fix the default by a date we give;
- b) refer the letter to a debt counsellor, dispute resolution agent, consumer court or relevant ombudsman.

For each default letter that we send to you, we are allowed to charge you:

- a) fees (called default administration fees); and
- b) reasonable and necessary expenses that we incur in delivering the letter to you.

If you have applied for debt review

If you have applied for debt review with a debt counsellor, we may give you notice in writing to end your debt review if 60 days have passed since your application.

15.3 We may charge recovery costs

If we have to enforce our right to recover the amount you owe us, we will charge you collection costs and reasonable legal costs as allowed by the applicable laws.

15.4 Addresses where you and we agree to be served notices and processes (domicilia)

Any legal document or notice to be served in legal proceedings must be written on paper and served at our respective street addresses. The Electronic Communications and Transactions Act 3 of 2022 does not apply to these documents or notices.

a) Your notice address

You choose the address that you gave on your application form for a product as your notice address for legal notices and processes (for example, a summons). (This is also known in law as your domicilium citandi et executandi).

b) Our notice address

We choose the following address as our notice address:
Standard Bank Eswatini Limited
5th Floor Corporate Place
Swazi Plaza
Mbabane

Attention: Head: Legal,

You or we may change our notice address by giving the other party notice in writing. Any new notice address must be a physical address in Eswatini.

15.5 Time periods for notices, including legal notices

Any notice delivered under the agreement and these terms and conditions is treated as being received:

- a) on the date of delivery, if delivered by hand to the physical address;
- b) seven days after the date of posting if delivered by pre-paid registered post;
- c) the first business day after the date of delivery if delivered by a recognised courier service;
- d) on the first business day after sending a fax.

16. Each term is separate

Each provision of this agreement is separate. If a court or regulator finds that any term or condition is invalid, illegal or cannot be enforced, then removing that term or condition from this agreement does not affect the provisions that remain.

17. Any relaxation does not affect our rights

We may relax any of the terms and conditions of this agreement at any time and for any reason. However, any relaxation that we do extend does not create an ongoing obligation for us to comply with it.

18. Contact information for relevant Ombuds

If you have a concern relating to this agreement, and we have not been able to resolve it to your satisfaction, you may contact an industry ombuds or authorities, such as: ombudsman@centralbank.org.sz, or post your letter (written in English or Siswati) to: P. O. Box 546 Mbabane, or have it hand delivered to the Central Bank of Eswatini, Mbabane. You can also call them at 2408 2274.

19. Eswatini law governs the agreement

The laws of the Kingdom of Eswatini govern this agreement. The courts of Eswatini have sole jurisdiction (the authority to hear and decide disputes).