## Terms and conditions for the Instant Messaging Service (Terms)

These terms and conditions (Terms) apply to you individually and your use of the Instant Messaging Service.

Please read these Terms carefully as they contain exclusions and limitations of our liability that affect you and they impose legally binding obligations on you. It is your sole responsibility to determine whether the Instant Messaging Service is suitable and adequate for your needs. You assume all risks associated with your use of the Instant Messaging Service.

Please note that these Terms only apply when you communicate (Bank) with us through any Approved Messaging Platform. They will not apply if you Bank with us by way of email, sms or telephone (including mobile phone), or through internet banking (Electronic Banking). If you do any Electronic Banking, this will be governed by the General Terms and not these Terms.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT REGISTER FOR THE INSTANT MESSAGING SERVICE OR USE ANY OF THE APPROVED MESSAGING PLATFORMS TO COMMUNICATE WITH US.

By 'accepting' the terms and conditions at registration and by continuing to use the Instant Messaging Service, you agree to these Terms and represent and warrant that you are at least 18 years of age, capable of entering into a legally binding agreement and that you are the primary Account holder in respect of all the Cards that are linked to the Account. You may use the Instant Messaging Service only on your own behalf.

### 1 Introduction: about these Terms

- 1.1 These Terms take effect (begin) when you register for the Instant Messaging Service.
- 1.2 We may change these Terms, from time to time. The latest version of these Terms applies to you, each time you use the Instant Messaging Service.
- 1.3 You must know, understand and comply with:
- 1.3.1 these Terms; and
- 1.3.2 the General Terms.
- 1.4 Both sets of Terms are a binding legal agreement between you and us.
- 1.5 If there is a difference between these Terms and the General Terms, these Terms will apply to your communicating with us through any Approved Messaging Platform and the General Terms will apply to your communicating with us through Electronic Banking.
- 1.6 Please pay special attention to the sections that are in bold and italics. These are important clauses, which explain what may limit our responsibility or involve some risk for you.

# 2 Definitions

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
Access Codes	Any of the secret characters (letters and numbers) you use to access any Approved Messaging Platform.
Account	Any bank account we open in your name, including but not limited to a transactional account or any account linked to an Agreement.
Agreement	Any agreement that we conclude with you, including but not limited to a credit Card facility, home loan agreement and a vehicle and asset financing facility.
Approved Messaging Platform	A Messaging Platform as advised and approved by us, that you can use for the Instant Messaging Service.
App Store	The application store you use to download a Messaging Platform. The App Store is run by the manufacturer of the Device you use, for example, Apple, Blackberry, Google Play (Android).
Bank, we, us or our	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors in title or assigns.
Card	Any card we issue to you, that is linked to your Account/s.
Customer Care Centre	For Private Banking customers, this means our telephone number: 0860 123 101.
	For Prestige Banking customers, this means our telephone number: 0860 001 321
	For Debt Care Centre, this means our telephone number: 0860 111 400
Device	The physical device you use to access the Instant Messaging Service, for example, a computer, mobile phone, tablet, or similar technology.
FICA	The Financial Intelligence Centre Act 38 of 2001, as updated from time to time, and all the legislation (laws) that falls under it.
General Terms	The terms and conditions for Electronic Banking. The reference to General Terms also includes the terms and conditions for any of your Accounts and/or Cards.
Group	Standard Bank Group Limited, its subsidiaries and all of their subsidiaries.
Instant Messaging Service	All communications (Banking) between you and us through

an Approved Messaging Platform (including but not limited to an Instruction), whether regarding your Account, any Agreement, your Card/s, a particular Transaction or otherwise.

Instruction or Instruct

Includes a payment instruction or other communication that we receive from you through the Instant Messaging Service.

Intellectual Property

All:

- inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these:
- copyright, including but not limited to 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.

Intellectual Property Rights

All rights in and to the Intellectual Property.

**ISP** 

An internet service provider, which is an entity that provides access to the internet.

Messaging Platform

Any application that enables you to create and/or share content or to participate in text messaging with us through your Device.

Personal Information

Information about an identifiable, natural or juristic person. This includes information about:

- · race, nationality, ethnic or social origin;
- gender or sexual orientation;
- age;
- marital status;
- physical or mental health;
- disability;
- religion or belief;
- language;
- birth date;

- education;
- identity number;
- telephone number;
- email, postal or street address;
- biometric information (for example, fingerprints);
- · financial, criminal or employment history; and
- private correspondence sent by that person, in any form.

PIN Personal identification number.

Processed or Processing Any operation or activity, which can be automated, regarding

Personal Information, including:

- collecting;
- receiving;
- recording;
- organising;
- storing;
- · updating or changing;
- recovering;
- using;
- sending;
- merging;
- linking;
- blocking;
- · erasing; or
- destroying information.

Profile This is how we identify you when you register for Instant

Messaging Service.

Service Terms The terms and conditions of any Messaging Platform.

SMS Short message service.

South Africa The Republic of South Africa.

Transaction Any debit or credit made on your Account(s) using the Instant

Messaging Service which we action on your Instruction.

USSD Unstructured supplementary service data.

you or your The person or legal entity that has an Account and registers

for and uses the Instant Messaging Service.

#### 3 Links to other information

We have included links in these Terms to other information that may apply to you. To view these links you will need to copy the entire web address (starting with the "http://" or "https://" part and ending with ".html" or just the domain suffix, such as ".co.za") and paste it in your browser. You must read any links that apply to you, because they form part of these Terms. If you cannot read any linked information, please contact us through an Approved Messaging Platform or the Customer Care Centre.

## 4 Registration

- 4.1 In order for you to use the Instant Messaging Service, you must have an Account with us and be using an Approved Messaging Platform.
- 4.2 We will ask you to provide us with your Personal Information in order to complete the registration process. You will also be required to confirm that you have read, understood and accept these Terms.
- 4.3 As soon as your registration is successful, you can start using the Instant Messaging Service.

### 5 Communicating with us through an Approved Messaging Platform

- 5.1 When you use the Instant Messaging Service you communicate with us using a Device, so there is no direct personal contact between you and us.
- 5.2 We will act on all Instructions that come from you even if they are actually coming from someone pretending to be you. After you have successfully registered for the Instant Messaging Service, we may assume that any Instruction that we receive from you through an Approved Messaging Platform is genuine. So even if someone else used your Profile or Access Codes to send us an Instruction through the particular Approved Messaging Platform, we may carry out an Instruction as if you sent it.
- You can Instruct us to transact in line with your Agreement or the services you have on your Account. We will treat your Instructions to us in line with your Account, your Agreement, the Transaction involved, the General Terms and these Terms. For example, we may use the Instant Messaging Platform to communicate with you regarding your loan with us,
- We do not always carry out Instructions in the same time or in the same way. We will manage your Instructions to us in line with your Profile, your Agreement and the type of Account and Transaction. Depending on the type or value of the Instruction, your Agreement as well as the General Terms, we may also confirm such Instruction with you before we carry out the Instruction on your behalf (for example by sending a USSD message to your Device). This is for your own protection.
- We will try to respond to you even if you send us a message through the Instant Messaging Service outside our normal business hours (South African time); however, there may be a delay in our reply. If your Instruction relates to a Transaction and depending on the type of Transaction, we may only be able to process it the next business day.
- 5.6 You cannot cancel, change or stop an Instruction relating to a Transaction after you have sent it to us. A payment cannot be cancelled or reversed, even if it is a repeated payment (made more than once). This includes payments for prepaid products and instant money transactions.
- 5.7 You should not assume that we have received your Instruction until we tell you that we have received it. You should not repeat the Instruction unless we tell you that we did not receive it, or else we may make the same payment twice on your behalf. We are not responsible for any loss or damage you suffer because you repeated an Instruction (sent it through more than once) and we then made more than one payment. You waive (give up) any claim against us if this happens.
- 5.8 We are not responsible for any loss you suffer if you enter the wrong details for a Transaction.

5.9 You must think about the effects of each Transaction, including but not limited to the tax effects.

#### 6 Fees

- 6.1 We will not charge you a fee for using the Instant Messaging Service or for using an Approved Messaging Platform to communicate with us.
- 6.2 Standard data costs will be charged when you register for the Instant Messaging Service and every time when you communicate with us through an Approved Messaging Platform. These costs are charged by your ISP or mobile network operator. Any questions related to your data costs must be sent to your ISP or mobile network operator.
- You are responsible for all charges and debits to your Accounts and/or Cards that result from Transactions, including but not limited to any fees charged by the relevant Card issuer.

#### 7 Looking after your Access Codes

- 7.1 You must keep your Access Codes secret and safe someone who knows them could get access to your Account and steal your money or use your Account information illegally.
- 7.2 It is not safe to keep your Access Codes on a Device.
- 7.3 You waive (give up) any claim you may have against us for any loss or damage you may suffer if you have not kept your Access Codes safe.
- 7.4 No person ever has a good reason to know or ask for your Access Codes, so you must never let anyone get them.
- 8 Security for the Instant Messaging Service
- 8.1 We are not responsible for any loss or damage you may suffer because someone uses your Access Codes or your Device to communicate with us through the Instant Messaging Service. We urge you to password protect your Device to protect against any fraudsters/hackers impersonating you.
- 8.2 Do not use any public Device, for example a computer at an Internet café. Public Devices are not safe because you do not know what software or hardware may be on them. For example, they may use spyware to find out numbers or passwords you type on a keyboard. These could be used to find information about your Account and to defraud you or steal money.
- 8.3 If your Device is lost, stolen or not in your possession (you do not have it with you), you have lost your Access Codes or you suspect that someone may have unauthorised access to your Access Codes, you must immediately contact the Customer Care Centre and we will deauthorise your Profile. We will not be responsible for any losses you may suffer because you did not notify us. Neither we nor any of our service providers will be liable for any loss or damages of any kind that may arise as a result of the unauthorised use of your Device or Access Codes by someone else, either with or without your knowledge.
- 8.4 We will not send you a link to disclose your Personal Information and we will not disclose your Personal Information unlawfully. Please send an email to phishing@standardbank.co.za to report phishing or any suspicious transactions.

#### 9 Availability of the Instant Messaging Service

9.1 The Instant Messaging Service should always be available but there may be occasions where

it is down for some reason. These include:

- 9.1.1 technical failure or problems with the way you access the Instant Messaging Service or with any Approved Messaging Platform;
- 9.1.2 when we receive high volumes of queries;
- 9.1.3 problems with a telecommunication or electricity service (including but not limited to any service provided by an ISP or mobile network operator), including when you are outside their coverage area (this may also affect your ability to get any USSD message from us); or
- 9.1.4 other circumstances beyond our control.
- 9.2 If the Instant Messaging Service is not working for any reason, we ask that you contact the Customer Care Centre.

# 10 Ending your Instant Messaging Service session

- 10.1 You must make sure that you delete your conversation history when you have finished using the Instant Messaging Service. In certain circumstances, the conversation and any other information, retention and deletion process will depend on the Service Terms. It is your responsibility to ensure that the deletion or retention of any information on an Approved Messaging Platform is in line with its Service Terms.
- 10.2 If you do not delete your conversation history after using the Instant Messaging Service, someone may find information about your Account or any Transaction and could defraud you or steal your money. We will not be responsible for any loss or damage you may suffer if this happens.

## 11 Links to third parties and the Messaging Platforms

- 11.1 Certain content available on the Instant Messaging Service or an Approved Messaging Platform may have links to information or content from other parties. We are not responsible for any of this information. If we give you a link to any other information, person or business, it does not mean that we have checked or approved them or any content featured on websites that are accessed through them.
- 11.2 You acknowledge that we are not responsible or liable for the following (including but not limited to its accuracy or correctness):
- 11.2.1 all content belonging to third parties on the Approved Messaging Platform; and/or
- 11.2.2 all content featured on the websites that are accessed via links found on the Approved Messaging Platform.
- 11.3 We do not give any guarantee about other websites, software or hardware, including but not limited to their security or performance. You waive (give up) any claim you may have against us for any loss or damage you may suffer because you use an Approved Messaging Platform to communicate with us.
- 11.4 As the Approved Messaging Platforms are owned by third parties, we have no control over such Messaging Platforms and any information (including Personal Information) that you send over an Approved Messaging Platform can be intercepted (stopped), seen, used, misused or changed unlawfully. Your use of an Approved Messaging Platform is subject to its Service Terms (which include a privacy policy or notice and terms of use). It is your responsibility to review those Service Terms before submitting

your information to us through an Approved Messaging Platform and you provide your information at your own risk. You indemnify us against any and all losses and/or damages that you incur as a result of your access to or use of any Approved Messaging Platform.

- 11.5 You agree that we are not liable for any of the following:
- the content, security, operation, use, accuracy or completeness of any Approved Messaging Platform; or the products or services that may be offered or obtained through them; or the accuracy, completeness, or reliability of any information obtained from or through an Approved Messaging Platform;
- 11.5.2 the ownership or right of use of any licensor of any software provided through any Approved Messaging Platform;
- 11.5.3 any content featured on any Approved Messaging Platform;
- any failure or problem that affects the products or services of any Approved Messaging Platform, for example any telecommunication service provider, mobile network operator, ISP, electricity supplier, local or other authority.
- 11.6 You must follow our security tips that we publish from time to time. We are not responsible for any loss or damage you suffer because someone gained access to your Device or Access Codes illegally or without permission.
- 11.7 You must ensure that when you register for an Approved Messaging Platform, that you read and understand all their Service Terms. You indemnify us against any loss that you or we may suffer if you breach (go against) any of the Service Terms. We do not guarantee that any Approved Messaging Platform is good quality or suitable (right) for its purpose.

## 12 Software and hardware

- 12.1 You must use a Device and software (programs) suitable for the Instant Messaging Service. If you do not, the Instant Messaging Service may not work properly and this could increase your security risks.
- 12.2 We also do not guarantee or suggest that any file, download or application on any Approved Messaging Platform is safe to use on any Device. We cannot guarantee that the Instant Messaging Service does not have software or data that can negatively affect a Device, such as viruses, Trojans and other malicious (dangerous) software.

## 13 Our Intellectual Property

- 13.1 We keep the Intellectual Property Rights in and to the Instant Messaging Service, and all content in it or sent to and from it.
- 13.2 Even if any content on the Instant Messaging Service is not confidential or there is no Intellectual Property Rights in it, we own the content and you have no rights in it.
- 13.3 We give you a revocable, non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the Instant Messaging Service, which incorporates our Intellectual Property, and any updates and/or upgrades to it. You may use the Instant Messaging Service which incorporates our Intellectual Property for the purpose set out in these Terms only and for no other purposes.
- 13.4 The licence to use the Instant Messaging Service and the Intellectual Property in it will start

- when you register for the Instant Messaging Service and will carry on until it is terminated in line with these Terms.
- 13.5 The Instant Messaging Service is licensed to you only. You may not grant any rights of use or any other rights in respect of the Instant Messaging Service, the Intellectual Property Rights in it, or any content on it (including but not limited to content belonging to third parties) to any other person.
- 13.6 You may not in any manner exploit the Instant Messaging Service and any Intellectual Property in it for commercial gain of any nature.
- 13.7 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of, create derivative works of, or otherwise attempt to reproduce the Instant Messaging Service, the Intellectual Property in it, its content, its design, any updates to it, or any proprietary features in or to it, or any parts of it. This prohibition applies to any content belonging to third parties that is found on the Instant Messaging Service and any content featured on the websites which are accessed via links that are found on the Instant Messaging Service.
- 13.8 You must not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, or any other reference to the Instant Messaging Service.
- 13.9 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any claims initiated and/or instituted against us relating to your unauthorised use of the Instant Messaging Service and/or any Intellectual Property Rights in it.

#### 14 Data Protection

- 14.1 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.
- 14.2 If you give us Personal Information about or on behalf of another person (including, but not limited to, the 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.
- 14.3 You consent to us Processing your Personal Information:
- 14.3.1 to open, administer and operate your Profile;
- to provide products and services to you which are linked to your Profile and any other products and services for which you may apply;
- 14.3.3 to register you for the Instant Messaging Service and provide you with Access Codes;
- 14.3.4 to analyse information to identify possible markets and trends, and develop new products and services;
- 14.3.5 to comply with any applicable laws;
- 14.3.6 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);

- in countries outside the country where the products or 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;
- by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services;
- 14.3.9 within the Group.
- 14.4 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.
- 14.5 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 Your responsibility for our loss or damages

You will cover (pay for) any loss or damages that we may suffer on your behalf because:

- 15.1 you breach any of these Terms, the General Terms or the Service Terms;
- 15.2 you give us wrong Instructions or information; or
- 15.3 someone used your Access Codes or Device to communicate with us through the Instant Messaging Service without your permission and this was not because of our own negligence (carelessness).
- 16 Warranties (promises) made by you

You confirm that:

- 16.1 you are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;
- 16.2 you 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;
- 16.3 you are not listed on any US Government list of prohibited or restricted parties;
- 16.4 you have given us the right information; and
- 16.5 you have read and understood these Terms before you accepted them at registration.
- 17 Disclaimer and limitation of liability (limits our responsibility to you)
- 17.1 Your use of the Instant Messaging Service depends on factors beyond our control, such as the network coverage or availability of your mobile network operator or ISP. We are not legally responsible and cannot be blamed for any loss or damages you may suffer if you cannot access the Instant Messaging Service because of factors beyond our control.
- 17.2 Information on the Instant Messaging Service is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.

- 17.3 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 Instant Messaging Service, 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:
- 17.3.1 someone finding out any of your Access Codes and using these Access Codes to register for the Instant Messaging Service, use your Profile or fraudulently transact on your Accounts;
- any technical or other problems (interruption, malfunction, downtime or other failures) which affect the Instant Messaging Service, any Approved Messaging Platform, our banking system, a third-party system or any part of any database, for any reason;
- 17.3.3 you relying on any information provided by an Approved Messaging Platform or through the Instant Messaging Service;
- 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);
- 17.3.5 any failure or problem affecting goods or services provided by any other party, for example, a telecommunication service provider (such as Telkom), mobile network operator, ISP, electricity supplier (such as Eskom), or a local or other authority; or
- 17.3.6 any event that we have no direct control over.

#### 18 Announcements about changes or updates to these Terms

- 18.1 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, via the Instant Messaging Service or by sending you an email, SMS or any other communication technology.
- 18.2 If an announcement about the Instant Messaging Service has contractual (legally binding) terms relating to the Instant Messaging Service, these new or updated terms will be seen as being included in these (original) Terms. By continuing to use the Instant Messaging Service, you agree to these updated changes.

# 19 What happens if you breach (go against) these Terms

- 19.1 We may stop you from using the Instant Messaging Service if you do something that is against these Terms, the General Terms or the Service 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.
- 19.2 We may end our relationship with you and stop you from using the Instant Messaging Service by giving you written notice (Termination Notice). However, we do not have to give you notice and may close your Profile immediately if we:
- 19.2.1 believe or suspect you are using the Instant Messaging Service wrongly or unlawfully (illegally); or
- 19.2.2 must do this for legal reasons.
- 19.3 Termination for any reason will result in the cancellation of your access to and your use of the Instant Messaging Service and the Intellectual Property in it and you must immediately stop all use of the Instant Messaging Service and the Intellectual Property in it.

## 20 How disagreements or differences will be resolved

- 20.1 If you have a complaint about your use of the Instant Messaging Service or these Terms, please follow our complaints process, which is available at: https://www.standardbank.co.za/secure/CRC/Ombudsman.html.
- 20.2 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. We have also included the Ombudsman's contact details at the end of this document.
- 20.3 You may also approach any South African court of law that has jurisdiction (authority in this area).

#### 21 Where legal documents and notices will be sent

- 21.1 We choose the registered address on our website at http://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).
- 21.2 You choose your last street address you gave us in respect of your Account as the address where any legal documents or notices may be served or delivered to you (your domicilium citandi et executandi).
- 21.3 We may send other written communication or notice to your street, postal or email address.
- 21.4 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.

## 22 Law governing our relationship

South African law will govern these Terms.

# 23 General provisions

- 23.1 Headings in these Terms are only for information and may not be used to interpret these Terms.
- 23.2 South African time applies when working out any dates or times.
- 23.3 If any dispute results from technical issues related to the Instant Messaging Service, a court or arbitrator will interpret these Terms practically, without focusing too much on technical issues.
- 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.
- 23.5 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.
- 23.6 You may use the Instant Messaging Service if you are outside South Africa but where necessary, you must make sure you understand exchange control regulations and fully comply with them. International data costs will be charged every time you use the Instant Messaging Service.

23.7 You are responsible for making sure that you never use the Instant Messaging Service for any illegal purpose. You will be legally responsible for any illegal transactions that you make.

# 24 Customer contact information

- 24.1 If you have any questions about the Instant Messaging Service or do not understand anything about these Terms, please contact us through any Approved Messaging Platform or the Customer Care Centre.
- 24.2 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:
- 24.2.1 telephone: 0860 800 900 or 011 838 0035;
- 24.2.2 email: info@obssa.co.za; or
- 24.2.3 website: <a href="http://www.obssa.co.za">http://www.obssa.co.za</a>.