

# Standard Bank Standard Bank Jersey Limited and Standard Bank Isle of Man Limited



Digital Banking Terms and Conditions (these "Terms")

## 1. INTRODUCTION: ABOUT THESE TERMS

- 1.1. These Terms take effect (begin) when an Account Holder registers for Digital Banking. They (i) set out the basis upon which the Bank provides the Service to Users and (ii) govern the relationship between the Account Holder and the Bank. The Account Holder must ensure that they and any other Users comply with these Terms.
- 1.2. A User will only be able to use the Service subject to:
  - 1.2.1. the User registering for a Profile online;
  - 1.2.2. where the User is not the Account Holder, the registration of the User (including the User's relevant User Transaction Rights and Authorisation Level) having been confirmed in respect of the relevant Account(s) and/or Group by the Account Holder or on the Account Holder's behalf in accordance with the Mandate (such confirmation to be provided in a manner acceptable to the Bank, as may be communicated by the Bank from time to time); and
  - 1.2.3. the Bank approving the registration of the User.
- 1.3. We may change these Terms from time to time. The latest version of the Terms applies to the Account Holder and to Users.
- 1.4. The Account Holder and all Users must know, understand and comply with:
  - 1.4.1. these Terms; and
  - 1.4.2. the Product Terms and General Terms that apply to the Account Holder and/or their Account (the Terms, Product Terms and General Terms are together known as "**All Terms**").
- 1.5. All Terms are a binding legal agreement between the Account Holder and us.
- 1.6. The Account Holder and all Users must read All Terms carefully and let us know as soon as possible (and in any event before using the Services) if there is anything which is not understood or needs to be made clearer. By using our Services, the Account Holder and any Users are assumed to have understood and accepted these Terms.
- 1.7. Where reference is made in these Terms to an Account Holder providing an Instruction or other confirmation, authorisation or approval, this should be read to include any Instruction or other confirmation, authorisation or approval that is provided by the Account Holder itself or on the Account Holders behalf by another individual or entity in accordance with the Mandate.
- 1.8. If there is a conflict between these Terms, and the Product and General Terms, these Terms will apply.
- 1.9. The Account Holder and any Users must ensure they read any user guide or other instructions or procedures for use of Digital Banking that are made available to them from time to time, whether accessible through the relevant Digital Banking platform itself or otherwise, as the same may be amended from time to time.
- 1.10. In addition, the Account Holder and any Users must pay careful attention to the "Important Notice" and "Help" sections contained on International Online (our internet banking platform), both of which contain additional information about conducting business with the Bank using the International Online.
- 1.11. Amendments:
  - 1.11.1. We may amend our Terms from time to time in our sole and absolute discretion. We will provide the Account Holder with 30 days' prior written notice before any material amendment becomes effective.
  - 1.11.2. Furthermore, the Account Holder and any Users may be required periodically to accept updated or enhanced user guides, other instructions for use or security procedures (including online agreements) to continue to use all or certain of our Digital Banking platforms.

## 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 around.

Word	Meaning
Access Codes	The unique identifiers Users use to access Digital Banking, such as Internet Client Number, log-in identification number, password, code, personal identification number (PIN), card numbers, one-time passwords (OTP) and email address.
Account	The bank account(s) we open in the Account Holder's name, at the Account Holder's request for which the Service is available.
Account Holder	the person, persons, company or other entity in whose name the Account(s) has/have been opened. i.e. the Account holder.
ATM	An automated teller machine.
Authorisation Level	Means the level at which a User may authorise (where the User has Authorise Rights) an Instruction on the Account Holder's behalf in respect of any Account and reflects the levels confirmed for that User in the Mandate (for example: "A Signatory" or "B Signatory").
we, us, our, Bank	Means Standard Bank Jersey Limited in respect of an Account opened in Jersey or Standard Bank Isle of Man Limited in respect of an Account opened in the Isle of Man and includes any successors or assigns of these entities.
Business Day	any day on which banks in Jersey or Isle of Man are generally open for business, other than weekends and local bank holidays in those jurisdictions.
Card	Any debit card we issue that is linked to the Account.
Client Services Team	the Bank's client service team who can be contacted using the addresses and/or telephone numbers provided on the "Contact Us" section of the Website or through the Account Holder's Relationship Manager.
Communication System	The Device and the Medium together.
Device	The equipment Users use to access Digital Banking, for example, a computer, mobile phone, smartphone, tablet, or similar technology.
Digital Banking/the Service	The digital service which we provide in order for the Account Holder and any Users to do the Account Holder's banking on a Device, which service includes our digital banking platforms, namely: International Online and Mobile App Banking, as modified or amended from time to time.
EAP Limit	An electronic account payment limit.
General Terms	The general terms and conditions applicable to an Account which the Account Holder agrees to when they open an Account with us.
Group	Shall have the meaning given in clause 5.3.
Group Name	Means the unique identification name which will be allocated to each Group by the Bank.
Group Number	Means the unique identification number which will be allocated to each Group by the Bank.
Instruction	Any instruction given to the Bank (in a manner acceptable to the Bank, as may be confirmed by the Bank from time to time) from the Account Holder, on the Account Holder's behalf (in accordance with the Mandate) or from a User, as the case may be. Without prejudice to the generality of the foregoing, this shall include communications authorising payments of funds from an Account whether to a third party or to another Account of the Account Holder and, any instructions from the Account Holder or on the Account Holder's behalf (in accordance with the Mandate) approving, amongst other things, the addition and/or removal of Users from an Account or Group.
Intellectual Property	All: <ol style="list-style-type: none"><li>(i) inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these;</li><li>(ii) 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;</li><li>(iii) rights protecting goodwill and reputation;</li><li>(iv) proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics;</li><li>(v) schematics;</li><li>(vi) marketing;</li><li>(vii) sales and user data;</li><li>(viii) domain names and URLs;</li><li>(ix) databases and rights in databases</li><li>(x) confidential information;</li><li>(xi) other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and</li><li>(xii) applications for, and rights to apply for, the protection of any of the items on this list.</li></ol> All rights in and to Intellectual Property.
Internet Client Number	The unique identification number which will be allocated to each Account holder.
Mandate	Means the mandate in the form agreed with the Account Holder pursuant to which an Account is operated from time to time and includes, but is not limited to, the Account opening form, any authorised signatory lists associated with the mandate / Account opening form any Instructions in writing amending the mandate and any third party authority forms.
Medium	The way in which services such as Digital Banking could be accessed, for example Internet, Wireless Application Protocol (WAP), Wireless Internet Gateway (WIG).
Mobile App	Our mobile application, which Users use to access Mobile App banking, which is also referred to as Standard Bank Mobile Banking.

# Standard Bank Standard Bank Jersey Limited and Standard Bank Isle of Man Limited



Digital Banking Terms and Conditions (these "Terms")

International Online	<p>our internet banking service which allows Users to:</p> <ul style="list-style-type: none"> <li>(i) have electronic access to transaction and Account information;</li> <li>(ii) send secure electronic communications to us using the secure messaging facility; and</li> <li>(iii) instruct payments from Accounts or transfers between Accounts electronically.</li> </ul> <p>And which can be accessed at: <a href="https://bankonline.sboff.com/OFS2/InternetBanking">https://bankonline.sboff.com/OFS2/InternetBanking</a></p> <p>The service is offered as an additional facility to Account holders and does not supersede or replace the ability of any Account holder to give Instructions to the Bank in writing or by any other means of communication, which is accepted by the Bank from time to time.</p>	<ul style="list-style-type: none"> <li>(iii) an individual who is not named or referred to on the Mandate but whose registration as a User with View Rights and/or Input Rights only (defined below) has been authorised by the Account Holder or on the Account Holder's behalf (in accordance with the Mandate).</li> </ul>
OTP	A One-Time PIN which Users will receive to validate their Transaction and which is valid for one Transaction only.	User Transaction Rights
Personal Data	Information about an identified or identifiable, natural person, including but not limited to information about race, gender, sex, pregnancy, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial; criminal or employment history; any identifying number, symbol, email, postal or physical address, telephone number; location; any online identifier; any other particular assignment to the person; biometric information; 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.	<p>Means the rights which a User may have to:</p> <ul style="list-style-type: none"> <li>(i) View information relating to the Account ("View Rights");</li> <li>(ii) Input Instructions in respect of the Account (such Instructions being subject to approval from an individual with Approval Rights) ("Input Rights", together with View Rights, referred to sometimes as "View and Input Rights"); and</li> <li>(iii) Authorise Instructions in respect of the Account, subject to any Authorisation Levels ("Authorise Rights", together with View Rights and Input rights, referred to sometimes as "View, Input and Authorise Rights").</li> </ul>
PIN Process	A personal identification number.	Website
Product Terms	Any operation or activity, automated or not, concerning Personal Data, 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.	The Bank's website which is currently available at <a href="http://www.standardbank.com/international">www.standardbank.com/international</a> (or for Wealth and Investment clients at <a href="http://www.standardbank.com/wealthandinvestmentclients">www.standardbank.com/wealthandinvestmentclients</a> , as applicable) or at such other website or internet address as may be published by the Bank from time to time.
Profile	The profile that is created when a User registers for Digital Banking for the first time.	
Standard Bank Group	Standard Bank Group Limited or any subsidiary of it. Standard Bank Group Limited has its registered office at 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, Republic of South Africa.	
Standard Bank Offshore Group	Standard Bank Offshore Group Limited which has its registered office at 47-49 La Motte Street, St Helier, Jersey, JE2 4SZ, or any subsidiary of it.	
SMS Transaction	Short Message Service.	
Transactional History	Any debit or credit made on an Account using Digital Banking and which we action on behalf of the Account Holder.	
User	<p>Means any of the following individuals who have registered and been accepted by the Bank as a user of the Service in respect of Account(s):</p> <ul style="list-style-type: none"> <li>(i) the Account Holder;</li> <li>(ii) an individual who is named or referred to on the Mandate as having authority to operate the Account and has been approved to use the Service on the Account Holder's behalf by the Account Holder or on the Account Holder's behalf (in accordance with the Mandate); or</li> </ul>	<p>User Transaction Rights</p> <ul style="list-style-type: none"> <li>(iii) an individual who is not named or referred to on the Mandate but whose registration as a User with View Rights and/or Input Rights only (defined below) has been authorised by the Account Holder or on the Account Holder's behalf (in accordance with the Mandate).</li> </ul>

## 3. LINKS TO OTHER INFORMATION

We have put links from some words in these Terms to other information that may apply to Account Holders and Users. These are called hyperlinks. They are found in words that are in blue, and underlined. Account Holders and Users must read any links that apply to them, because they form part of these Terms. If any Account Holder or User can't read any linked information, they should please visit our Website, call our Client Services Team or email [InternetBanking@standardbank.com](mailto:InternetBanking@standardbank.com) for the information.

## 4. REGISTERING FOR AND USING DIGITAL BANKING SERVICES

- 4.1. Users may not register for Digital Banking using somebody else's Access Codes or other information.
- 4.2. If the Account Holder or any User has any questions or would like more information about our Digital Banking services, please visit our Website at [www.standardbank.com](http://www.standardbank.com) or call our Client Services Team.
- 4.3. When registering for Mobile App Banking, Users will be asked to accept the Mobile App Banking terms and conditions.

## 5. GROUP SERVICE AND THIRD PARTY USERS

- 5.1. The terms contained in this clause 5 of these Terms shall only apply in respect of Accounts that form part of a Group or any Users who are not the Account Holder.
- 5.2. Confirmation that Account(s) may be added to a Group for which the principle in 5.3.1 apply may be provided in either of the following ways:
  - 5.2.1. *Account Opening Form:* In confirming acceptance of these Terms in the Account Opening Form, the confirmation provided also confirms that the Account(s) may be added to a Group by the Bank. Please note an Account Holder may at any time opt out of this confirmation by way of an Instruction in writing or in another manner confirmed by the Bank.
  - 5.2.2. *Instruction:* An Instruction may otherwise be provided by the Account Holder at any time, in writing or in a manner confirmed by the Bank, confirming the Account(s) may be added to a Group.
- 5.3. A Group refers to a group of accounts held with the Bank (each Group being distinguished by a Group Name and a Group Number) ("Group"), where:
  - 5.3.1. all Accounts in the Group have identical signing / approval arrangements on their respective Mandates (i.e. the same individuals and/or entities are named on the Mandate as having authority to make Instructions in respect of the Account); and
  - 5.3.2. for each Account in the Group:
    - 5.3.2.1 Confirmation has been provided in accordance with clause 5.2 above that the Account(s) may be added to a Group by the Bank;
    - 5.3.2.2 the Account has formed part of a Group or otherwise been operated as part of a Group prior to 31 October 2020 in which case it shall continue to be treated as forming part of the Group (unless an Instruction, in writing or in a manner confirmed by the Bank, confirming otherwise is received by the Bank from the Account Holder or vice versa).
- 5.4. Where an Account forms part of a Group, the Account Holder acknowledges that the Bank may rely on Instructions made on behalf of all Accounts and Account Holders in a Group (without the need to reference each Account and/or Account Holder) provided the individual or entity providing such Instructions are:
  - 5.4.1. clear that the Instruction should apply in respect of all Accounts in the Group; and
  - 5.4.2. authorised to provide such Instruction on behalf of each Account Holder in the Group by virtue of the Mandate on each Account (this is on the basis that Accounts in a Group must all have identical signing/approval arrangements in their respective Mandates).

# Standard Bank Standard Bank Jersey Limited and Standard Bank Isle of Man Limited



## Digital Banking Terms and Conditions (these "Terms")

5. When an Account and/or a User is to be removed from a Group an Account Holder and/or User must notify the Bank. An Account and/or User will only be removed from a Group when the Bank has received an Instruction, confirming that the Account and/or User should no longer form part of the Group.
6. An amendment to a User's previously approved User Transaction Rights and/or Authorisation Level (to reflect the corresponding update made to the Mandate) will not be actioned by the Bank until it has received an Instruction approving such amendment. It is the Account Holder's responsibility to ensure a User's User Transaction Rights and Authorisation Level at all times conforms to the Mandate.
7. Where the Bank identifies that an update has been made to the Mandate of an Account which does not conform with the existing User Transaction Rights and/or Authorisation Level of a User or Users, the Bank reserves the right to suspend the relevant User(s) rights in respect of those Accounts until an Instruction is received confirming whether the Authorisation Level and/or User Transaction Rights of such User(s) should be amended.
8. Notwithstanding clause 5.7, the Bank shall have no responsibility for ensuring that the Authorisation Level and User Transaction Rights of any User are correct or appropriate or conform to the Mandate. The Bank may accept, rely on and process any Instruction received from an Account Holder and/or User in accordance with the Service.
9. A User will only be removed from using the Service in respect of an Account on receipt by the Bank of an Instruction requesting the User's removal from the Account Holder (at which point the User will be removed from all Accounts in that Group).
10. The Account Holder shall procure that all Users are given appropriate training in the use of the Service and, in particular, in all security procedures applicable to the Service including any security procedures specific to the Group.
11. Where an Account is operated by a User, the Account Holder warrants:
  - 5.11.1. that the User has full authority to view information relating to the Account and to give Instructions relating to the Account as the case may be; and
  - 5.11.2. that the User may do so using the Service. The Account Holder indemnifies and holds the Bank harmless against any losses or costs whatsoever without limit incurred by the Bank arising from any breach of the foregoing warranties or from any use by the User of the Service in relation to such Account(s).
12. The Account Holder warrants that any use of the Service by Users in relation to any Account(s) shall be in accordance with the relevant Mandate.

## 6. TRANSACTING WITH DIGITAL BANKING

1. When Users do Digital Banking, they communicate with us using a Device, so there is no direct personal contact between the User and us.
2. After the User's Access Codes have been entered, we may assume that any Digital Banking activity or Instruction is genuine. So even if someone else uses a User's Access Codes, we may carry out an Instruction as if the User has authorised it.
3. A User can instruct us to transact in line with the services an Account Holder has on their Account. We will treat a User's Instructions to us in line with the Account, the Transaction involved and the Product Terms.
4. We don't always carry out Instructions at the same time or in the same way. We will manage User's instructions to us in line with the User's Profile, and the type of Account and Transaction.
5. The Bank will use its best endeavours to process Instructions received by it in a timely manner, although the processing of an Instruction may not be simultaneous with an Instruction being received. Certain Instructions may only be processed during a Business Day or when they have been received before a daily cut-off time specified by the Bank. Where an Instruction has been received outside a Business Day, or during a Business Day but after the Bank's specified cut off time for receipt of Instructions for such transactions, the Bank will use its best endeavours to process such Instruction on the next Business Day following receipt of the Instruction. Information regarding our cut-off times can be found on our Website.
6. Instructions which require the authority of more than one User will be deleted from the Service without action if all the required authorities have not been received by the Bank before the specified cut-off time for receipt of Instructions.
7. The Account Holder and/or a User cannot cancel, change or stop an Instruction after the Account Holder or User has sent it to us. A payment cannot be cancelled or reversed, even if it is a repeated payment (made more than once).
8. Any Instruction given using the Service will be legally binding on the Account Holder.
9. Any Instruction given will be:
  - 6.9.1. deemed to be accurate and to have been given by and/or with the Account Holder's authority, and will be processed accordingly, and
  - 6.9.2. binding upon the Account Holder as if the Instruction had been received by the Bank in writing in accordance with the relevant Mandate; and
  - 6.9.3. deemed to be received when the Instruction, duly authorised in accordance with the Mandate, is identified by the Bank in accordance with the Bank's records during a Business Day.
10. We are not responsible for any loss or damage the Account Holder suffers because a User repeated a payment Instruction (sent it through more than once) and we then made more than one payment. The Account Holder waives any claim against us if this happens. Please call our Client Services Team if a User has repeated a payment by mistake.
11. It is the Account Holder's responsibility to ensure that unauthorised overdrafts are not created as a result of the processing of any Instruction and the Account Holder must not rely on the Bank to prevent this occurring. To the extent unauthorised overdrafts are created as a result of the processing of any Instruction, the Bank will not be liable and the Account Holder will be fully responsible and liable in respect of such unauthorised overdrafts.
12. We are not responsible for any loss the Account Holder suffers if a User enters the wrong details for the Account Holder's Transaction.

- 6.13. Where an Account is held in joint names, each Account holder will be jointly and severally liable for any Instruction given in relation to that Account.
- 6.14. Do not assume we have received a User's Instruction until we have told the User that we have. If an Account Holder or User is not sure that an Instruction or payment has gone through, they should contact our Client Services Team, their Relationship Manager or check the bank statement for the Account. The Account Holder or User should not give the same Instruction again unless we have told them that we did not receive it, otherwise we may make the same payment twice.
- 6.15. The Account Holder and Users must think about the effects of each Transaction, including the tax effects.

## 7. SECURE MESSAGING FACILITY

- 7.1. Users may use the secure messaging facility for general correspondence with us in relation to Accounts, (e.g. statement requests, notification of change of address or general enquiries). We will accept only one email address from each User for communication purposes using the Service and we will regard it as a User's electronic mailing address.
- 7.2. Notification of lost or stolen Cards will not be accepted via the Service. Any such notification must be made by telephoning the lost or stolen 24/7 helpdesk using the telephone number from time to time contained in the "Contact Us" section of our Website.

## 8. FEES

We do not currently charge the Account Holder any fees for the use of the Service, however we will not be responsible for the cost of the internet connection through which Users access it. We reserve the right in our sole and absolute discretion to levy charges from time to time. We will give to 30 days' prior written notice by email if the Bank decides to levy such charges.

## 9. LOOKING AFTER ACCESS CODES

- 9.1. It is a User's responsibility to keep User Access Codes secret and safe at all times. Someone who knows a User's Access Code could access the Account and steal the Account Holder's money, use the Account Holder's private Account information illegally, apply for a credit facility such as an overdraft or loan, apply for an overdraft limit increase or change the Account Holder's credit limits, ATM limits or EAP Limits.
- 9.2. It is not safe to keep Access Codes on a computer.
- 9.3. The Account Holders waive any claim they may have against us for any loss or damage they may suffer if a User has compromised Access Codes or disclosed these to any unauthorised third party.
- 9.4. No person ever has a good reason to know or ask for Access Codes, so User's must never allow another person to access them. This includes our own staff. The Account Holder must notify the Bank's Client Services Team immediately if someone has asked a User for, or may know, any User's Access Codes or if there has been or may have been any other breach of security in relation to the Service.
- 9.5. If the Account Holder and/or a User ask us to stop or change any Access Code, we may:
  - 9.5.1. ask the Account Holder and/or the User to prove their identity to us;
  - 9.5.2. reject any Instructions we receive;
  - 9.5.3. stop a payment or Instruction if it has not already been carried out;
  - 9.5.4. reverse payments if we can, from the time we think someone started using the User's Access Code without permission; or
  - 9.5.5. deactivate the Access Code (stop it from working) immediately, without telling the User and/or Account Holder.

## 10. SECURITY FOR DIGITAL BANKING

- 10.1. To learn how to safeguard against fraud or theft on Accounts, please visit <https://www.standardbank.co.za/southafrica/personal>.
- 10.2. We may request the Account Holder and/or any User's assistance to recover any losses suffered by any person (for which, and for the avoidance of doubt, we shall have no liability) following any unauthorised use of Access Codes by any unauthorised person.
- 10.3. We reserve the right in our sole and absolute discretion to revoke a User's Access Codes and rights at any time for any reason without prior notice.
- 10.4. Do not use any public Device, for example a computer at an Internet café. Public Devices are not safe because a User does not know what software or hardware may be on them. For example, they may use spying technology to find out numbers or passwords a User types on a keyboard. These could be used to get into an Account to defraud the Account Holder or steal money.
- 10.5. If the User's smartphone is lost, stolen or not in a User's possession, the User must immediately log in to the Mobile App on another Device, and de-authorise the smartphone. We will not be responsible for any losses the Account Holder may suffer if a User fails to de-authorise that smartphone. If the User cannot immediately de-authorise the smartphone, the User or Account Holder must call the Client Services Team to inform us that the Smart phone is no longer in the User's possession.
- 10.6. If a User's computer is lost, stolen or not in their possession, please report this immediately to the Client Services Team. C. They will then make the necessary changes to secure the User's banking profile. We will not be responsible for any losses the Account Holder may suffer if the Account Holder or User fails to report this.
- 10.7. We will never ask the Account Holder or a User by email, SMS, or other digital messaging to access a link. The Account Holder and any User must never respond to requests to enter or "confirm" Access Codes or transfer money, via an email ("phishing"), SMS ("smishing"), telephone call ("vishing") or other digital message. There are also other types of fraud such as SIM card swaps (where a fraudster accesses sim card information and intercepts messages we send to a cell phone number). The Account Holder and all Users must be careful at all times.

# Standard Bank Standard Bank Jersey Limited and Standard Bank Isle of Man Limited



## Digital Banking Terms and Conditions (these "Terms")

10.8. Please call our Client Services Team (whose details are in clause 1 (Definitions) above and in the Website's "Help" section" to report any suspicious activity (such as by SMS, telephone call, cell phone call, online activity or Mobile App activity by third parties).

## 11. AVAILABILITY AND ACCESS TO DIGITAL BANKING

- 11.1. The Service may not always be available. There could be many reasons for this, including but not limited to:
- 11.1.1. technical failure or problems with a Communication System (ours or another one) directly or indirectly involved in providing Digital Banking;
  - 11.1.2. problems with a telecommunication or electricity service; or
  - 11.1.3. other circumstances beyond our control; or circumstances as set out in 11.3 below.
- 11.2. If Service is unavailable for any reason, the Account Holder undertakes to communicate or bank with us in any other way so that the Account Holder limits potential losses on their Account.
- 11.3. We reserve the right, but will not be obliged to suspend any Account Holder and/or User's access to the Service with immediate effect if:
- 11.3.1. we believe there has been an unauthorised attempt to gain access to the Service; and/or
  - 11.3.2. access to the Service has been attempted by incorrectly inputting any Access Codes three times.
- 11.4. We will seek to make the Service available at all times, subject to the restrictions detailed below:
- 11.4.1. We shall not be obliged to maintain the Service at all times. We may without prior notice and in our sole and absolute discretion suspend or restrict the use and availability of all or certain parts of the Service for such period or periods as it thinks fit, whether for maintenance or otherwise, or to withdraw or terminate same in its entirety or in relation to any Account holder or in relation to any Account.
  - 11.4.2. When there is a requirement to complete essential site maintenance, we may conduct such maintenance at any time at our sole and absolute discretion. During such maintenance, the Service may be unavailable. Reasonable effort will be made to advise the Account Holder and any Users when the Service will be unavailable.
- 11.5. The Bank reserves the right to terminate access to the Service at any time at its sole and absolute discretion. The Bank will endeavour (but shall not be obliged) to give reasonable notice of such termination unless security has been or is suspected to have been breached or there has been a system failure.
- 11.6. The Account Holder may terminate the use of the Service by notifying the Client Services Team.

## 12. ENDING A DIGITAL BANKING SESSION

- 12.1. Users must make sure that they log out of Online Banking or their Mobile App when they have finished using Digital Banking.
- 12.2. If a User does not disconnect after using Digital Banking, someone else may get into the Account without the Account Holder's permission. We will not be responsible for any loss or damage the Account Holder may suffer if this happens.

## 13. INFORMATION CONTAINED ON THE SERVICE OR ON THE COMMUNICATION SYSTEM OVERALL

- 13.1. Any information or other content on the Service only invites the Account Holder to do business with us. It is not an offer to buy, sell or deal in an investment, or to enter into an agreement, unless we clearly state that it is.
- 13.2. Information on the Service is to give the Account Holder general information about us, and our products, services and goals.
- 13.3. The Account Holder and any User must not rely on information or content on the Services or treat it as professional or investment advice. The Account Holder and any User should always ask for advice from their own professional advisers.
- 13.4. The Account Holder and any User's should refresh the screen regularly to make sure that the information they see is the latest that is available on our Service. News or market information, such as share prices or data, is updated regularly but may be at least 30 minutes old.
- 13.5. We may use other organisations to put information on the Communication System. This information is not given by or for us. We have no control over it and do not confirm or guarantee that it is correct or suitable for the Account Holder or User's needs.
- 13.6. All this information is provided "as is" and we will not be responsible for any damages that may follow if the Account Holder or any User relies on it.

## 14. LINKS

- 14.1. Our Communication System may link to other Communication Systems that have information or content from other parties. Although we try to link only to trustworthy parties or systems, we are not responsible for any of this other information. If we give a link to any other information, Communication System, person or business, it does not mean that we have checked or approve of them.
- 14.2. We do not give any guarantee about other websites, software or hardware, including their security or performance. The Account Holder and any User waive any claim they may have against us for any loss or damage they may suffer because the Account Holder or a User connects to another Communication System.
- 14.3. The Account Holder and/or Users may not create any link to the Service.

## 15. SECURITY OF THE COMMUNICATION SYSTEM

15.1. Information sent over the Communication System can be intercepted, 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 accessible at <https://international.standardbank.com/pbbinternational/aboutus/Footer/Privacy-statement>.

15.2. The Account Holder and Users must follow the security tips published on <https://www.standardbank.co.za/southafrica/personal> as well as those which may be published on our Website from time to time. We are not responsible for any loss or damage the Account Holder suffers because someone gained access to the Service illegally or without permission. To limit these risks, we may check any information the Account Holder and any User sends using our Service.

## 16. SOFTWARE AND HARDWARE

- 16.1. Users must use hardware and software suitable for Digital Banking. If Users do not, the Service may not work properly and this could increase the Account Holder's security risks.
- 16.2. If we offer software to the Account Holder and Users on or through the Service, the licence agreement for that software is between the Account Holder, the Users and the software's licensor.
- 16.3. The Account Holder indemnifies us against a breach of a software licence. We do not guarantee that any software is good quality or suitable for its purpose.
- 16.4. We also do not guarantee or suggest that any file, download or application on the Communication System is safe to use on any computer. We cannot guarantee that the system does not have software or data that can negatively affect a computer system, such as viruses, Trojans and other malicious software.

## 17. OUR INTELLECTUAL PROPERTY

- 17.1. We keep the copyright and any other Intellectual Property rights in all content on or sent through the Service, (including storage media). Users may print and make a paper copy of content sent through the Service, including logos, images or multimedia works. Users may print this content only if:
- 17.1.1. it is for the Account Holder's personal Digital Banking use;
  - 17.1.2. it is not used for any commercial reason; and
  - 17.1.3. the copy of the content shows our copyright notice.
- 17.2. The logos and trademarks on our Service belong to us or other parties. Nothing on our Service gives any person the right to use any trademark or other Intellectual Property (our property) without our written permission.
- 17.3. Even if any content on the Service is not confidential or there is no copyright in it, we own the content and the Account Holder and Users have no rights in it.

## 18. USING AND SHARING PERSONAL DATA

- 18.1. We will collect Account Holders' and Users' Personal Data from Account Holders and Users and where lawful, necessary and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.
- 18.2. If Account Holders and Users give us Personal Data about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), they confirm that they are authorised to: (a) give us the Personal Data; (b) consent where appropriate and relevant on their behalf to the Processing of their Personal Data; and (c) receive any privacy notices on their behalf.
- 18.3. We will Process Account Holders' and Users' Personal Data in accordance with Applicable Data Processing Legislation:
- 18.3.1. to provide products and services to Account Holders and Users in terms of this agreement and any other products and services for which Account Holders and Users may apply;
  - 18.3.2. to fulfil our legal and regulatory obligations;
  - 18.3.3. where we have Account Holders' or Users' specific consent to do so, for example to share their Personal Data with other Standard Bank Group companies for the purpose of sales and marketing of complementary products;
  - 18.3.4. 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);
  - 18.3.5. in countries outside the country where the products or services are provided where it is necessary and proportionate to do so in order to provide products and services to Account Holders and Users. These countries may not have the same data protection laws as the country where the products or services are provided however we shall ensure the security of Account Holders' and Users' Personal Data by the use of appropriate agreements or derogations;
  - 18.3.6. by sharing Account Holders' and Users' Personal Data with our third-party service providers and insurers, locally and outside the country where the products or services are provided, ensuring the security of their Personal Data by the use of appropriate agreements or derogations; and
  - 18.3.7. within the Standard Bank Group where it is necessary, proportionate and lawful for us to do so, ensuring the security of Account Holders' and Users' Personal Data by the use of appropriate agreements or derogations.
- 18.4. Account Holders and Users will find our Processing practices in the Standard Bank Offshore Group Privacy Statement which is available on the Standard Bank International website or on request.
- 18.5. If Account Holders or users are unsure about their tax or legal position because their Personal Data is Processed in countries other than where they live, they should get independent advice.

# Standard Bank Standard Bank Jersey Limited and Standard Bank Isle of Man Limited



Digital Banking Terms and Conditions (these "Terms")

## 19. ACCOUNT HOLDER'S RESPONSIBILITY FOR OUR LOSS OR DAMAGES

- 19.1. The Account Holder will cover any loss or damages that we may suffer on the Account Holder's behalf because:
  - 19.1.1. The Account Holder and/or a User didn't make certain payments;
  - 19.1.2. The Account Holder and/or a User gave us wrong Instructions or information;
  - 19.1.3. The Account Holder did not have enough money for a payment from the Account; or
  - 19.1.4. someone carried out an Instruction on, or made a payment from, the Account without permission and this was not because of our own negligence.
- 19.2. The Account Holder shall procure that Users comply in all respects with these Terms. The Account Holder shall be responsible for and shall hereby indemnify the Bank against all and any claims, actions, demands or judgments, without limit, brought or threatened against the Bank and all losses, damages, and expenses relating thereto or otherwise suffered or incurred by the Bank in any way arising out of any breach by the Account Holder and/or any User of these Terms or any failure by the Account Holder and/or any User to adhere to these Terms. The Bank shall not be liable for any losses or costs whatsoever suffered or incurred by the Account Holder and/or any User, whether directly or indirectly, as a result of the Account Holder and/or any User's breach of or failure to adhere to these Terms.

## 20. SANCTIONS

- 20.1. When the Account Holder and any User accept these Terms, the Account Holder or the User (as applicable) warrant and agree that:
  - 20.1.1. The Account Holder and any User will not use (or otherwise make available) Digital Banking for the purposes of financing, directly or indirectly, the activities of any person or entity which is sanctioned or in a country which is subject to any sanctions (what constitutes a sanction or sanctioned country shall be determined by us in our sole and absolute discretion);
  - 20.1.2. the Account Holder and any User will not contribute or otherwise make available, directly or indirectly, Digital Banking to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity or country which is subject to any sanctions;
  - 20.1.3. the Account Holder and any User are not involved in any illegal or terrorist activities; and
  - 20.1.4. none of the Account Holder's accounts held with us are being used fraudulently, negligently, for illegal or terrorist activities or for any purpose that does not comply with any law.
- 20.2. The Account Holder indemnifies and holds us harmless against any and all actions, proceedings, claims and/or demands that may be brought against us in connection with this clause **Error! Reference source not found.**. The Account Holder further indemnifies and holds us harmless against any and all losses, damages, costs and expenses which we may incur or sustain, in connection with or arising out of:
  - 20.2.1. the seizure, blocking or withholding of any funds by any third party in connection with sanctions; and
  - 20.2.2. the breach of any warranties as set out in clause 20.1 above.
- 20.3. Please note that if Digital Banking payments are seized, blocked or withheld for any reason in terms of this clause 20, there is no guarantee that funds will be returned to the Account Holder.
- 20.4. We may immediately cancel these Terms and end our services to the Account Holder if the Account Holder and/or any User breach any of the provisions of this clause 20.

## 21. FURTHER WARRANTIES MADE BY THE ACCOUNT HOLDER AND USER

The Account Holder and all Users confirm that:

- 21.1. the Account Holder and all Users can enter into a contract and no court has declared them mentally unfit to do so;
- 21.2. the Account Holder and all Users have given us the right information; and
- 21.3. the Account Holder and all Users read and understood these Terms before entering into this agreement.

## 22. DISCLAIMER AND LIMITATION OF LIABILITY

- 22.1. The Account Holder and User's use of Digital Banking depends on factors beyond our control, such as the network coverage or availability of the Account Holder or User's Internet service provider. We are not legally responsible and can't be blamed for any loss or damages the Account Holder may suffer if the Account Holder and/or any User cannot access Digital Banking because of problems with their Internet service.
- 22.2. We have taken care to make sure that content on Digital Banking is accurate and that the Account Holder should not suffer any loss or damage by the Account Holder or any User using it. However, information is provided "as is" and shall not be conclusive evidence as to the state of the relevant Account. We will not be responsible for any damages that may follow if the Account Holder or any User rely on any of this information.
- 22.3. We give no warranty and makes no implied or expressed representation that the Service, or any information which may be viewed or obtained using the Service, is accurate, complete or up to date at any particular time nor that the service shall be available at all times or any time.
- 22.4. We (our owners, employees, consultants, agents or any person connected to the Standard Bank Group) are not responsible for any direct or indirect loss or damages related to the Account Holder or any User's use of the Service, for any reason, even if we were told that loss or damage was possible.
- 22.5. We are not responsible for any loss or damages caused by:

- 22.5.1. someone finding out a User's secret Access Codes and using these codes to register for Digital Banking and fraudulently transacting on the Account, or enabling any other third party to commit any type of fraud or other illegal act against the Account Holder;
- 22.5.2. any technical or other problems (interruption, malfunction, downtime or other failures) which affect Digital Banking, a Communication System, our banking system, a third-party system or any part of any database, for any reason;
- 22.5.3. an event of the Service not working properly or not working at all or being suspended, restricted or terminated for any reason, whether temporary or permanent or for any corruption or any information available through the Service;
- 22.5.4. the Account Holder and/or any User relying on any information contained on the Service;
- 22.5.5. any Personal Data 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 the Account Holder or User's own negligence (lack of care);
- 22.5.6. any event that we have no direct control over.

## 23. ANNOUNCEMENTS ABOUT CHANGES OR UPDATES TO THESE TERMS

- 23.1. We may make announcements to the Account Holder and Users about changes or updates to these Terms, or any of our services. We may do this on the Website, or by sending the Account Holder and Users an email, SMS or using another communication technology for example a pop up message on International Online or in the Mobile App.
- 23.2. If an announcement about Digital Banking has contractual terms relating to Digital Banking, these new or updated terms will be seen as being included in these (original) Terms as of the effective date indicated in such announcement.

## 24. INDEMNITY IN REGARD TO BREACH

The Account Holder hereby indemnifies us against all and any claims, actions, demands or judgments, without limit, brought or threatened against us and all losses, damages and expenses relating to the Account Holder's and/or User's contravention with these Terms.

## 25. HOW DISAGREEMENTS OR DIFFERENCES WILL BE RESOLVED

- 25.1. Should the Account Holder or User have any complaints in relation to the Service, please address them to the Manager of the Bank in the jurisdiction in which the Account is located. Contact details in respect of each of our Jersey and Isle of Man offices are located at the "Contact Us" section of our Website.
- 25.2. The Bank will deal with all complaints in relation to the Service in accordance with its procedures for handling complaints.

## 26. WHERE LEGAL DOCUMENTS AND NOTICES WILL BE SENT

- 26.1. Our respective addresses where any legal document or notice must be served or delivered is as follows:

Standard Bank Jersey Limited  
47-49 La Motte Street  
St Helier  
Jersey  
JE2 4SZ

Standard Bank Isle of Man Limited  
One Circular Road  
Douglas  
Isle of Man  
IM1 1SB

- 26.2. The Account Holder chooses its last postal address given to us as the address where any legal documents or notices may be delivered to them.
- 26.3. We may send other written communication or notice to the Account Holder's postal or email address.
- 26.4. Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Digital Communications and Transactions Act 25 of 2002 (for example sections 11 and 12) do not apply to these documents or notices.

## 27. LAW GOVERNING OUR RELATIONSHIP

South African law will govern these Terms.

## 28. GENERAL PROVISIONS

- 28.1. For confidentiality reasons we use a very high level of encryption. The use of such levels of encryption may be illegal in some jurisdictions. If by accessing the Service there is a breach in local law, we shall not be liable for any loss incurred or damage the Account Holder may suffer by the Account Holder or be held responsible for any other consequence resulting from such a breach. It is the Account Holder and any User's responsibility to comply with the laws of any country from which they access the Service, including without any limitation any licence requirements for the importation of the Service software. Certain areas of the services offered by the Service or on the Website may not be available to Users for legal and regulatory reasons. The Account Holder and any Users should inform themselves of the laws of the jurisdiction where they are located or of their residence before using the Service and should not use or apply for the Service where such use or application would lead to them, or us contravening any such laws. We shall not be held responsible and shall not be liable if the Account Holder and/or any User utilise the Service and such utilisation contravenes

# Standard Bank Standard Bank Jersey Limited and Standard Bank Isle of Man Limited



Digital Banking Terms and Conditions (these "Terms")

- the laws of the Account Holder and/or User's jurisdiction of residence or any other foreign laws. The Account Holder indemnifies us in respect of any such liability.
- 28.2. We do not guarantee the speed, resolution of, or access to the Service or the Website.
  - 28.3. All matters pertaining to the Account will be governed by and construed according to the law of the jurisdiction in which our Account holding office is located. Any disputes in relation to these Terms shall be subject to the non-exclusive jurisdiction of the courts of South Africa. The parties submit to that jurisdiction.
  - 28.4. The English language shall be used exclusively in regard to the Service
  - 28.5. We shall be entitled to delegate, transfer or assign our rights, obligations and duties (in whole or in part) to any other person whether inside or outside Jersey or Isle of Man (as applicable) without the Account Holder and/or any User's prior approval. The Account Holder and/or any User may not assign any of their rights in relation to the use of the Service or under these Terms to any other person without our prior consent.
  - 28.6. To the extent permitted by law, the parties agree that the Supply of Goods and Services (Jersey) Law 2009 or the Supply of Goods and Services Act 1996 and any regulations or subsidiary legislation promulgated thereunder (as applicable) shall apply.
  - 28.7. Headings in these Terms are only for information and may not be used to interpret these Terms.
  - 28.8. Any extension of time or other indulgence we may allow the Account Holder or a User will not affect any of our rights, whether the indulgence is express or implied. We do not waive any of our rights.
  - 28.9. If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.
  - 28.10. The Account Holder and Users must make sure they understand exchange control regulations and fully comply with them when using Digital Banking cross-border.
  - 28.11. The Account Holder and Users are responsible for making sure that they never use Digital Banking for any illegal purpose. The Account Holder will be legally responsible for any illegal transactions that they or any User make.
  - 28.12. If the Account Holder or Users have any questions or do not understand anything about these Terms, please contact our Client Service Team.

## 29. IMPORTANT INFORMATION

- 29.1. Standard Bank Jersey Limited is regulated by the Jersey Financial Services Commission. Registered in Jersey No. 12999. The registered address is 47-49 La Motte Street, St Helier, Jersey, JE2 4SZ.
- 29.2. Standard Bank Isle of Man Limited is licensed by the Isle of Man Financial Services Authority. Registered in the Isle of Man No.4713C. The registered address is One Circular Road, Douglas, Isle of Man, IM1 1SB.

Telephone calls may be recorded. Please refer to the Standard Bank Offshore Group Client Privacy Statement available from: <https://international.standardbank.com/>

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