Instant Money Bulk Payment Product Terms and Conditions ("Terms")

1 INTRODUCTION

- 1.1 This document sets out the Terms for the Instant Money Bulk Payment Product. We are committed to making our Terms and other important information clear and transparent.
- 1.2 If you have entered into an agreement with us, with regards to the Instant Money Bulk Payment Product, these Terms will supersede and replace such agreement upon your acceptance of these Terms on the Portal.
- 1.3 These Terms become effective when you complete the registration process for the Instant Money Bulk Payment Product and accept these Terms on the Portal. You must read and understand everything in the Terms. You must comply with these Terms as they are a binding agreement between you and us. Please make sure that you agree only after you have read and understood all the Terms as they constitute an assumption of risk by you. If you do not agree to our Terms please do not register for the Instant Money Bulk Payment Product.
- 1.4 Important clauses, which may limit our responsibility or involve some risk for you, will be in bold. You must pay special attention to these clauses.

2 **DEFINITIONS**

2.1 For consistency, we have defined certain words. Where these words are used, they will begin with a capital letter. Singular words include the plural and the other way around:

Word	Meaning
Access Codes	any password and/or operator identification code;
Affiliates	a subsidiary or the holding company or any subsidiary of
	the holding company and all of its subsidiaries
Application Form	the form you must complete during the registration process
	for the Instant Money Bulk Product
ATM	Standard Bank's automated teller machine
Client/you/your	the person or entity who registers to use the Instant Money
	Bulk Payment Product and whose details are contained in
	the Application Form
Data	any data, including Personal Information as amplified by
	the definition thereof in the Protection of Personal

_	
	Information Act 4 of 2013 and/or any equivalent legislation in the Republic of South Africa where the Instant Money Bulk Payments Product is being provided or relevant data is being Processed, including Personal Information pertaining to you and the Receivers
Designated Bank Account	the business bank account held by you at Standard Bank
Device	the hardware you use to access the Instant Money Bulk Payment Product, for example, a computer, non smart phone, smartphone, tablet, telephone, smart television, ATM or similar technology
Fee	the fee we charge to process the Payment as set out on the Application Form and the Portal
Group	Standard Bank Group Limited, its subsidiaries and their subsidiaries
Instant Money Bulk Payments Product	the product which enables you to make a Transaction
Intellectual Property	all intellectual property, whether or not it is or can be registered anywhere in the world, including but not limited to copyright, patents, proprietary material, trademarks, design, know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications and testing methods
Operational Regulations	the procedures and regulations applicable to the Instant Money Bulk Payments Product, as amended by us from time to time in our sole discretion
Participating Store	any store that has been approved by us at which a Receiver can receive/redeem a Payment
Payment	the amount you send to a Receiver using the Instant Money Bulk Product, which amount excludes the Fee
Personal Information	information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth,

	education, identity number, telephone number, email,
	postal or street address, biometric information and financial, criminal or employment history as well as 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
Portal	the portal situated at the website https://bulkissuing.standardbank.co.za, or any other web interface or application created by Standard Bank through which you have access to the Instant Money Bulk Payments Product
Process or Processing	any operation or activity, whether automated or not, concerning Personal Information, including collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information
Prohibited Activities	illegal or terrorist activities, money laundering and/or any activities which are subject to Sanctions or not in compliance with the Laws
Receiver	the person to whom you make the Payment using the Instant Money Bulk Product
Release Code	the personal identification number that enables a Receiver to receive the Payment from any Participating Store or ATM
Sanctioning Body	the United Nations Security Council (UNSC), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the European Union (EU), Her Majesty's Treasury (HMT), the Ministry of Economy, Finance and Industry (France) (MINEFI) and/or any other sanctioning body recognised by Standard Bank from time to time
Sanctioned Entity	 any natural or juristic person or country; in the case of a juristic person, any person who (i) owns or controls it; or (ii) it owns or controls (and for these purposes, owns means holding any percentage of ownership or beneficial interest and controls means the ability, directly or indirectly

	and whether through the voting of shares, the appointment of directors or similar officers or through any other means, to control the business or policy of the relevant juristic person); • in the case of any country, its ministries, departments, agencies and/or any other governmental organisations, listed on any Sanctions List and/or who is subject to any Sanctions
Sanctions	any measures imposed by a Sanctioning Body, including
	but not limited to diplomatic, travel, trade and/or financial
	sanctions or embargoes
	Č
Sanctions List	any list of Sanctioned Entities published by a Sanctioning
	Body, as updated from time to time
CMC	chart manager and the state of
SMS	short message service, which is a communications
	protocol that allows the interchange of short text messages
	between cell phones
	TI 0: 1 1 D 1 (0 (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Standard Bank / we / us / our	The Standard Bank of South Africa Limited (Registration
	Number 1962/000738/06)
Transaction	a transaction in terms of which the Client makes a
	Payment to the Receiver using the Instant Money Bulk
	Payments Product
User	any person who is authorised by the Client to access or
	use the Portal to make a Transaction
Voucher Number	the unique reference number that we assign to the
Voucilei Mullibei	·
	Payment and which is sent to the cellphone number of the
	Receiver

REGISTRATION

3

- 3.1 You can register for the Instant Money Bulk Payment Product by completing an Application Form.
- 3.2 After you have completed the Application Form and your Personal Information has been validated against our existing records for you, we will send you an SMS with your Portal login details. Once you have received your Portal login details and accepted these Terms, your registration will then be complete.

4 ANNOUNCEMENTS ABOUT CHANGES OR UPDATES TO THESE TERMS

- 4.1 The current version of these Terms will govern our and your respective rights and obligations in relation to your use of the Instant Money Bulk Payment Product.
- 4.2 We may change these Terms from time to time. The latest version of the Terms applies to you each time you use the Instant Money Bulk Payment Product.
- 4.3 You may not use the Instant Money Bulk Payment Product if you do not accept these or any amended version of these Terms.
- 4.4 We may make announcements to you about changes or updates to these Terms. We may do this on the Portal, or by sending you an email, SMS or using another communication method as indicated on our records.
- 4.5 If an announcement has contractual (legally binding) terms relating to the Instant Money Bulk Payment Product, these new or updated terms will be seen as being included in these (original) Terms. By continuing to use the Instant Money Bulk Payment Product, you agree to these changes.

5 **FEE**

- We will charge you a Fee for the Transaction processed using the Instant Money Bulk Payment Product as set out in your Application Form and the Portal.
- We may decide to change the Fee which we charge you. In the event of such change, we will give you one calendar months' prior written notice.
- 5.3 The Fees will be deducted from the Designated Bank Account upon conclusion of a Transaction.

6 ACCESS CODES

- 6.1 The Access Code must be used by you and all Users to access the Instant Money Bulk Payment Product via the Portal.
- 6.2 You must keep confidential and not disclose:
- 6.2.1 the Access Code provided to access the Portal to any unauthorised persons which could lead to such unauthorised persons accessing the Portal;
- 6.2.2 the details of the Receivers and the Transactions concluded; and
- 6.2.3 the features of the Instant Money Bulk Payment Product, including, all security and fraudprevention measures and procedures as employed by Standard Bank as contained in the Operations Regulations.

- 6.3 The onus is on you to ensure that all authorised Users comply with clause 6.2 above.
- 6.4 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.
- 6.5 We are not liable for any Data loss or privacy breach due to any breach by you of this clause 6 and you will indemnify us for any losses that arise.

7 SYSTEM ACCESS

- 7.1 We are not legally responsible and cannot be blamed for any loss or damages you may suffer if you cannot access the Instant Money Bulk Payment Product or the Instant Money Bulk Payment Product does not work properly because of problems beyond our control, including but not limited to:
- 7.1.1 scheduled and unscheduled maintenance downtime;
- 7.1.2 upgrades/updates to the Instant Money Bulk Payment Product;
- 7.1.3 technical failure or problems with a communication system (ours or a third party) directly or indirectly involved in providing the Instant Money Bulk Payment Product; and
- 7.1.4 problems with network access, telecommunication or electricity service.

8 SOFTWARE AND HARDWARE

- 8.1 You must use software (programs) suitable for the Instant Money Bulk Payment Product. If you do not, the Instant Money Bulk Payment Product may not work properly and this could increase your security risks.
- 8.2 If we offer software to you on or through the Instant Money Bulk Payment Product, the licence agreement for that software is between you and the software's licensor (owner).
- 8.3 You indemnify us against a breach (going against the agreement) of a software licence. We do not guarantee that any software is good quality or suitable (right) for its purpose.
- 8.4 We also do not guarantee or suggest that any file, download or application on the Instant Money Bulk Payment Product is safe to use on any Device. Although the Portal is housed in a secure environment we encourage you to ensure that any Device that you use to access the Instant Money Bulk Payment Product is always up to date with your anti-virus protection and correct firewall.

9 INSTANT MONEY BULK PAYMENT PRODUCT

9.1 In order to use the Instant Money Bulk Payment Product, you must:

9.1.1	have a Designated Bank Account with us; and
9.1.2	comply with the Operational Regulations.
9.2	With the Instant Money Bulk Payment Product you will be able to make a Payment to a Receiver using the Portal.
9.3	When you access the Portal you will be required to create profiles for Users and assign roles, access levels and authority levels to these Users.
9.4	Functionality of each User accessing the Portal will be granted in accordance with the levels you assign to the specific User as indicated in clause 9.3 above.
9.5	A Release Code and a Voucher Number will be created when details of the Payment and the Receiver are captured on the Portal and will be sent to the cellphone number of the Receiver.
9.6	You must ensure that you enter the correct details of the Receiver for every Transaction. We will not be liable to you or the Receiver in the event that the incorrect details are entered by you.
9.7	The Receiver may then collect the Payment at:
9.7.1	any Participating Store; or
9.7.2	ATM.
9.8	To collect Payment at the Participating Store, the Receiver must:
9.8.1	present the Voucher Number; and
9.8.2	enter the correct Release Code on the point of sale device at the Participating Store.
9.9	To collect Payment at an ATM, the Receiver must:
9.9.1	manually enter the Voucher Number; and
9.9.2	manually enter the correct Release Code.
9.10	If the Receiver gives the above information, the Payment will be made to the Receiver.
9.11	We will act on all Transaction requests that seem to come from you – even if they are actually coming from someone pretending to be you. You must inform us immediately if a Transaction has been concluded in error, including when you have repeated a Transaction by mistake. If we have not already processed the Transaction, we may be able to reverse such Transaction. This reversal will be in our discretion. If we process such a reversal, we may charge you a fee in line with our

standard pricing in force from time to time.

9.12 We are not responsible for any loss or damage you suffer because of a Transaction that has been concluded in error, including when you have repeated a Transaction by mistake. You waive (give up) any claim against us if this happens. Please call our Contact Centre if you have repeated a payment by mistake.

10 ENDING THE INSTANT MONEY BULK PAYMENT PRODUCT SESSION

- 10.1 You must make sure that you log out of the Instant Money Bulk Payment Product when you have finished using it.
- 10.2 If you do not disconnect after using the Instant Money Bulk Payment Product, someone else may get access to your Personal Information without your permission and could defraud you. **We will not be responsible for any loss or damage you may suffer if this happens.**

11 OUR INTELLECTUAL PROPERTY

- We keep the copyright and any other Intellectual Property rights in all content on or sent through the Instant Money Bulk Payment Product (including storage media).
- The logos and trademarks for the Instant Money Bulk Payment Product belong to us or our third party licensors. Nothing on the Instant Money Bulk Payment Product gives any person the right to use any trademark or other Intellectual Property (our property) without our written permission. Even if any content on the Instant Money Bulk Payment Product is not confidential or there is no copyright in it, we own the content and you have no rights in it.
- 11.3 When you accept these Terms, we give you a non-assignable, non-transferable, non-exclusive licence to use the Instant Money Bulk Payment Product (which could be subject to additional terms and conditions) subject to the following:
- 11.3.1 you may use the Instant Money Bulk Payment Product on multiple Devices belonging to you or under your control;
- 11.3.2 you may only use the Instant Money Bulk Payment Product for the purpose for which it is intended and for no other purpose whatsoever;
- 11.3.3 you may not copy, reverse engineer, de-compile or otherwise attempt to reproduce the Instant Money Bulk Payment Product, its design or any proprietary features in relation to it;
- the Instant Money Bulk Payment Product is licensed only to you and you will not assign, sublicense or grant any rights of use or any other rights in respect of the Instant Money Bulk Payment Product to any other person;
- 11.3.5 you will not copy or reproduce in any way the whole or any part of the Instant Money Bulk Payment Product;

- 11.3.6 you will not alter, modify or adapt the whole or any part of the Instant Money Bulk Payment Product;
- 11.3.7 you will not remove or tamper with any copyright notice attached to or contained within the Instant Money Bulk Payment Product and you acknowledge and agree that as between us and you all ownership in the Instant Money Bulk Payment Product remains with us or our third party licensors;
- 11.3.8 on termination of the use of the Instant Money Bulk Payment Product for any reason, all rights granted to you in respect of the Instant Money Bulk Payment Product will immediately cease.
- You agree to indemnify us for any losses or damages that we suffer due to any breach by you of the terms set out in this clause 11.

12 DATA PROTECTION

- 12.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud, compliance and the purposes set out below.
- 12.2 If you give us Personal Information about or on behalf of another person (including, but not limited to, 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.
- 12.3 You consent to us Processing your Personal Information:
- 12.3.1 to provide the Instant Money Bulk Payment Product as contained in these Terms;
- 12.3.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);
- 12.3.3 in countries outside the country where Instant Money Bulk Payment Product is provided.

 These countries may not have the same Data protection laws as the country where the Instant Money Bulk Payment Product is 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 Instant Money Bulk Payment Product is 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; and
- 12.3.5 within the Group.

- 12.4 You will find our Processing practices in the Group privacy statement and our privacy statements.

 These statements are available on our websites or on request.
- 12.5 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.

PROCESSING AND DISCLOSURE OF NON-PERSONAL INFORMATION

- 13.1 We also process information from you that does not identify you as an individual. We may Process and disclose such information for any purpose.
- 13.2 You acknowledge that we own and retain all rights to non-personal statistical information collected and compiled by us.

SANCTIONS

13

14

- 14.1 You must not:
- 14.1.1 use the Designated Bank Account to finance any Sanctioned Entity;
- 14.1.2 make the proceeds of the Designated Bank Account available to any person who may use or intends to use the proceeds to finance a Sanctioned Entity's activities;
- 14.1.3 act in a way that benefits a Sanctioned Entity;
- 14.1.4 be involved in any Prohibited Activities; or
- 14.1.5 use any product or service provided by the Group for any Prohibited Activities.
- 14.2 You warrant (promise) that you are not, and if you are a company, your Affiliates are not:
- 14.2.1 a Sanctioned Entity; or
- 14.2.2 being investigated for any activities relating to Sanctions.
- 14.3 You must let us know immediately in writing if you or one of your Affiliates are being investigated for any activities relating to Sanctions.
- 14.4 You indemnify Standard Bank (you are responsible for) any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (**Losses**) which we may suffer because:
- 14.4.1 any funds are seized or withheld by any Sanctioning Body or any other third party (including by us); and
- 14.4.2 you breach this clause 14.

- 14.5 If we know or suspect that you are in breach of this clause 14 or you are or you are about to become subject to Sanctions, we can immediately, in our sole discretion:
- 14.5.1 close, restrict activity or suspend access to the Designated Bank Account and any other product or service we provide you; and/or
- 14.5.2 cancel these Terms and/or any other relationship which we have with you.
- We are not liable (responsible) to you for any Losses you suffer if we cancel these Terms or any other relationship which we have with you.

15 WARRANTIES (PROMISES) MADE BY YOU

You confirm that:

- 15.1 you are authorised to accept these Terms;
- 15.2 you are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;
- 15.3 you have given us the right information;
- by allowing a User to access the Portal, such User has authority to use the Instant Money Bulk Payment Product. You will be responsible for any action of such User; and
- 15.5 you have read and understood these Terms before entering into this agreement.

16 LIMITATION OF LIABILITY (LIMITS OUR RESPONSIBILITY TO YOU)

- 16.1 We will not be responsible for any defects in the Instant Money Bulk Payment Product and/or any act or omission by our service providers in providing the Instant Money Bulk Payment Product to you. Should there be any defects with the Instant Money Bulk Payment Product, these should be brought to our attention.
- We are not legally responsible and cannot be blamed for any loss or damages you may suffer relating to your use of the Instant Money Bulk Payment Product or your inability to access any services via the Instant Money Bulk Payment Product. This includes, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage (Losses).
- 16.3 Without derogating from the generality of the above, we will not be liable for:
- any technical or other problem (interruption, malfunction, downtime or other failure) that affects the Instant Money Bulk Payment Product, our system, a third-party system or any part of any database for any reason;

16.3.2 any defect, fault, malfunction and/or delay in the Device that you use to access the Instant Money Bulk Payment Product; 16.3.3 your use of any Device, including any lack of attention to your surroundings resulting from such use: 16.3.4 any third party content available via the Instant Money Bulk Payment Product; 16.3.5 any losses or damages arising from or in connection with the information and/or services provided via the Instant Money Bulk Payment Product; 16.3.6 any Personal Information or other Data that is directly or indirectly lost or damaged because of technical problems with the Instant Money Bulk Payment Product, power failures, unlawful acts (such as Data theft), any harmful computer program or virus, or your own negligence; 16.3.7 any interruption, malfunction, downtime or other failure of services provided by third parties, including, without limitation, telecommunication service providers, mobile device operators, internet service providers, Wi-Fi providers, electricity suppliers, local authorities and certification authorities;

17 WHAT HAPPENS IF YOU BREACH (GO AGAINST) THESE TERMS

any event over which we have no direct control.

We may stop you from using the Instant Money Bulk Payment Product if you breach (do something that is against) these Terms, and do not make it right within five days after we have asked you to do so. 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.

18 **TERMINATION**

16.3.8

- 18.1 You may terminate your use of the Instant Money Bulk Payment Product at any time by deregistering.
- 18.2 Your right to use the Instant Money Bulk Payment Product or any part of it under these Terms will end immediately if you cancel your registration with us, fail to comply with these Terms or we terminate your use of the Instant Money Bulk Payment Product.
- 18.3 We may end our relationship with you or suspend, withdraw, restrict and/or terminate your use of the Instant Money Bulk Payment Product without notice. This may include, without limitation, if:
- 18.3.1 we suspect fraud or illegal, unauthorised or improper conduct;
- 18.3.2 we suspect that we are exposed to any risk through your use of the Instant Money Bulk Payment Product;

18.3.3	we are required by law to do so or so ordered by a competent court;
18.3.4	we suspect that your Access Codes are being used, have been used or are likely to be used in an unlawful or unauthorised manner;
18.3.5	we suspect that you are attempting to compromise or interfere with the Instant Money Bulk Payment Product systems; or
18.3.6	we suspect that your use of the Instant Money Bulk Payment Product violates any of these Terms or is in contravention of any applicable law or regulations.
18.4	If either you or we end our relationship or your use of the Instant Money Bulk Payment Product terminates for any reason, we will keep any Personal Information collected from you through the Instant Money Bulk Payment Product in line with our record retention policies and procedures as well as any laws that apply to us.
19 CON	TACT US
19.1	If you would like to raise any questions, queries or complaints in connection with these terms or your use of the Instant Money Bulk Payment Product, you can:
19.1.1	call the Contact Centre (telephone number 0860 4666 39) which:
19.1.1.1	operates from Monday to Friday 08h00 to 20h00 and Saturdays, Sundays and Public Holidays from 08h00 to 17h00;
19.1.1.2	will provide you with operational support and troubleshooting in respect of the Instant Money Bulk Payment Product; and/or
19.1.2	send an email to instantmoneybulkpay@standardbank.co.za.
19.2	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:
19.2.1	telephone: 0860 800 900 or 011 838 0035
19.2.2	email: info@obssa.co.za; or
19.2.3	website: http://www.obssa.co.za.
19.3	The Group is a licensed financial services provider in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS). If we do not solve your FAIS complaint (complaints about financial advice) you may contact the FAIS Ombudsman:

19.3.1 telephone: +27 12 470 9080;

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

19.3.3 website: http://www.faisombud.co.za.

20 WHERE LEGAL DOCUMENTS AND NOTICES WILL BE SENT

- 20.1 We choose the registered address on our website 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**).
- 20.2 You choose your last street address you gave us as the address where any legal documents or notices may be served or delivered to you (your **domicilium citandi et executandi**).
- 20.3 We may send any other written communication or notice to your street, postal or email address.
- 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 clauses 11 and 12) do not apply to these documents or notices.

21 LAW GOVERNING OUR RELATIONSHIP

South African law will govern these Terms.

22 GENERAL PROVISIONS

- 22.1 Headings in these Terms are only for information and may not be used to interpret these Terms.
- 22.2 South African time applies when working out any dates or times.
- 22.3 If any dispute results from technical issues related to the Instant Money Bulk Payment Product, 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.
- 22.5 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.
- 22.6 You are responsible for making sure that you never use the Instant Money Bulk Payment Product for any illegal purpose. You will be legally responsible for any illegal transactions that you make.

23 **DISCLAIMER**

23.1 Use of the Instant Money Bulk Payment Product is entirely at your own risk. You assume full responsibility for the risk or loss resulting from your use of the Instant Money Bulk Payment

Product and your reliance on the material, information and/or services accessed via the Instant Money Bulk Payment Product.

- 23.2 The Instant Money Bulk Payment Product is provided "as is" and with all faults. We disclaim all warranties, express and implied, including, but not limited to:
- 23.2.1 any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose; and/or
- 23.2.2 any Device that you use to the Instant Money Bulk Payment Product will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will function to meet your requirements.

24 FURTHER INFORMATION

For more information regarding the Instant Money Bulk Payment Product, please visit our Website for frequently asked questions and help functions.