

## TERMS AND CONDITIONS FOR USING THE INSTANT MONEY SERVICE (TERMS)

### 1. INTRODUCTION

- 1.1 These Terms apply to you and to your use of the Service and are a binding legal agreement between you and us.
- 1.2 Please read these Terms carefully and pay special attention to the clauses that are in **bold, as they may exclude or limit our liability (responsibility) to you.**
- 1.3 **It is your responsibility to determine whether the Service is suitable for your needs. You take on any risks that may result from using the Service.**
- 1.4 When you use the Service to send or collect Money, you are accepting the Terms. This means that you agree to the Terms and warrant (promise) that you are at least 18 years old, and that you can enter into a legally binding agreement.
- 1.5 These Terms take effect (begin) when you use the Service to send or collect Money.

### 2. DEFINITIONS

The following terms are used exactly as defined:

<b><u>Word</u></b>	<b><u>Meaning</u></b>
<b>ATM</b>	Automated teller machine
<b>Group</b>	Standard Bank Group Limited, its subsidiaries and their subsidiaries.
<b>Instant Money Wallet</b>	A digital wallet that you can access through USSD (Unstructured Supplementary Services Data) banking (by dialling *120*212#). Subject to the Instant Money Wallet Terms, you can use the Instant Money Wallet, among other things to send money.
<b>Participating Merchant</b>	A Merchant who offers the Service to Senders and Receivers.

**Word**

**Meaning**

**Personal Information**

Information about an identifiable natural or, where applicable, juristic person, including 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 or 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 private or confidential, 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.

**processing**

Any operation or activity, automated or not, relating to Personal Information, including alteration (changing), blocking, collation, collection, consultation, degradation (loss of quality), destruction, dissemination by means of transmission (sending), distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or use.

**Process** and **processed** will have a similar meaning.

**prohibited activities**

- a) Illegal or terrorist activities.
- b) Money laundering, bribery, tax evasion, corruption and fraud, as well as payments that improperly advantage any person.

<u>Word</u>	<u>Meaning</u>
	c) Any activities that are subject to Sanctions or do not comply with applicable laws.
<b>Release PIN</b>	<b>The personal identification number associated with a money transfer that the Sender chooses and communicates to the Receiver in order for the Receiver to collect the money.</b>
<b>Receiver</b>	The person who receives money using the Service.
<b>SA ID</b>	South African identity document or smart ID.
<b>Sanctioned Entity</b>	Any natural or juristic person (legal entity) or country on any Sanctions List or subject to any Sanctions, including: <ul style="list-style-type: none"> <li>a) In the case of a juristic person: any person (i) who owns or controls it, or (ii) whom it owns or controls (and for these purposes, <b>owns</b> means holding any percentage of ownership or beneficial interest, and <b>controls</b> means the ability to control the business or policy of the juristic person, whether directly or indirectly, through the voting of shares, by appointing directors or by any other means).</li> <li>b) In the case of a country: its ministries, departments and agencies or any other governmental organisations.</li> </ul>
<b>Sanctioning Body</b>	The European Union (EU), Her Majesty's Treasury (HMT), the Ministry of Economy, Finance and Industry (France) (MINEFI), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the United Nations Security Council (UNSC), or any other sanctioning body we recognise.
<b>Sanctions</b>	Any restrictions set by a Sanctioning Body, including diplomatic, travel, trade or financial sanctions or embargoes (bans).

<b><u>Word</u></b>	<b><u>Meaning</u></b>
<b>Sanctions List</b>	Any list of Sanctioned Entities published by a Sanctioning Body, as updated from time to time.
<b>Sender</b>	The person who sends money using the Service.
<b>Standard Bank, we, us, our</b>	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06).
<b>Standard Bank Channel</b>	ATM, internet banking, cellphone banking, Standard Bank mobile application, USSD banking or any other channel that we let you know about.
<b>Service</b>	The Instant Money service that enables Senders to send money to Receivers and Receivers to collect the money.
<b>Service Desk</b>	The service desk that can be contacted for assistance regarding the Service.
<b>Support Hours</b>	Monday to Friday: 7am to 7pm.  Saturdays, Sundays and public holidays: 8am – 5pm.
<b>Voucher Number</b>	The unique reference number that Standard Bank assigns to the money transfer and that is sent to the cellphone number provided by the Sender.
<b>you, yours, your</b>	The Sender and/or the Receiver, depending on the context.

### **3. ABOUT THE SERVICE**

3.1 We provide the Service at Participating Merchants and on Standard Bank Channels. Money that the Sender sends to the Receiver is not a deposit with the Participating Merchant or Standard Bank.

3.2 You can use the Service to send or collect money.

### **4. SENDING MONEY USING THE SERVICE**

4.1 Clients who have a bank account with Standard Bank can send money to the Receiver from Participating Merchants or through a Standard Bank Channel.

- 4.2 A Sender who does not have a bank account with Standard Bank can use the Service to send money to the Receiver at any Participating Merchant.
- 4.3 The Sender must show their original SA ID to the Participating Merchant. The Sender must also give the Participating Merchant:
- 4.3.1 the cellphone number of the Sender and the cellphone number of the Receiver;
- 4.3.2 information about where the money comes from.
- 4.4 The Sender must make sure that the information that they give to the Participating Merchant is correct. If the Sender gives the wrong information to the Participating Merchant, then neither Standard Bank nor the Merchant can be held liable for losses or damages which you may suffer.
- 4.5 When the Sender wants to use the Service, the Sender must pay, whether to us (through a Standard Bank Channel) or to a Participating Merchant, the amount that they want to send to the Receiver together with the applicable fee for using the Service. The Receiver will receive the money less the fee.
- 4.6 The Sender will be asked to select their own Release PIN during the process.
- 4.7 The Sender must give the Receiver the Voucher Number and the Release PIN. **Note that, if the Sender communicates the Release PIN and the Voucher Number to any person other than the Receiver, there is a risk that such person may withdraw the money themselves.**
- 4.8 If the Sender forgets or loses the Release PIN, the Sender may ask for the Release PIN to be reset by contacting the Service Desk at any of the numbers listed below. The Sender will need to provide the Merchant with their SA ID, Voucher Number and cellphone number. The Sender will receive a new Release PIN, which will be sent to the cellphone number provided to Standard Bank.
- 4.9 If the Sender decides that they want to stop the payout of Money to the Receiver, or if the Receiver has not collected the money within the redemption period (as defined in clause 5.7), the Sender may request a refund of the money at any

Participating Merchant or through a Standard Bank Channel, provided that the Receiver has not already collected the money and that the Money was not sent to an Instant Money Wallet user. The Sender will need to provide the Participating Merchant with their SA ID and Voucher Number and select the Release PIN before the Participating Merchant will refund the money to the Sender in cash. The Sender will not be refunded any fees paid in respect of the Service.

- 4.10 The Sender must notify us immediately of any change to their Personal Information when they send money using the Service.
- 4.11 If we suspect that the Service is being used for any Prohibited Activity, we may at our discretion suspend the payment of the money at any time.
- 4.12 Depending on the Participating Merchant, a Sender may send a maximum of R5 000 per day or R25 000 per month. If you are a Standard Bank client and you are using a Standard Bank channel, the maximum that you can send is linked to your daily and monthly ATM withdrawal limit. The Participating Merchants may have their own limits with regard to the sending of money, and they will let the Sender know about these limits at the time.

## 5. RECEIVING MONEY WITH THE SERVICE

- 5.1 The Receiver may collect the money:
  - 5.1.1 at the place of business and during the business hours of the Participating Merchant; or
  - 5.1.2 at any Standard Bank ATM or directly into their Instant Money Wallet.
- 5.2 To collect the money at any Participating Merchant, the Receiver must:
  - 5.2.1 give the Merchant the Voucher Number; and
  - 5.2.2 enter the correct Release PIN on the Participating Merchant's point-of-sale device.
- 5.3 The Participating Merchants may have their own limits with regard to the collection of money, and they will let the Receiver know about these limits at the time.

- 5.4 **To collect the money at a Standard Bank ATM, the Receiver must:**
- 5.4.1 manually enter the Voucher Number; and
- 5.4.2 manually enter the correct Release PIN.
- 5.5 To collect the money into their Instant Money Wallet, the Receiver must:
- 5.5.1 select the Voucher Number that they wish to receive from the “Manage Vouchers” menu option; and
- 5.5.2 enter the correct Release PIN.
- 5.6 If the Receiver gives the above information and the information is correct, the money will be paid to the Receiver in cash in South African rand. The Receiver must keep in mind any limits imposed by a Participating Merchant or applicable at Standard Bank ATMs as the money must be paid in full (a partial withdrawal is not allowed).
- 5.7 Unless informed otherwise by us or the Sender, the Receiver must collect the money within a particular period (**redemption period**), usually three years from the date on which the Sender sent the money. If the redemption period is not three years, we or the Sender will let the Receiver know about this at the time.

## 6. **FEES AND INTEREST**

- 6.1 The Sender will be obliged to pay the applicable fees when they send money using the Service. We or the Participating Merchant will let the Sender know about these fees before the Sender uses the Service. **All such fees are non-refundable.**
- 6.2 The Sender will not receive any interest on the money during the time from when the money is sent until the Money is collected, no matter how long this period is.

## 7. **DISCLAIMERS**

**The Sender and the Receiver use the Service at their own risk. Neither Standard Bank nor the Merchant can be held liable for any circumstances beyond the control of either Standard Bank or the Participating Merchant, including any technical or other problems (interruption, malfunction, downtime or other failures)**

**that affect the Service, our banking system, a third-party system or any part of any database for any reason. Neither Standard Bank nor the Merchant can be held liable for indirect damages, no matter how they are caused.**

## **8. USING AND SHARING YOUR PERSONAL INFORMATION**

- 8.1 You give consent for us to collect your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes, as well as for the purposes set out below.
- 8.2 You confirm that, if you give us Personal Information about or on behalf of other persons (including account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised:
- 8.2.1 to give us the Personal Information;
  - 8.2.2 to consent on their behalf to the processing of their Personal Information, and specifically any cross-border transfer of Personal Information to, from and outside the country where the products or services are provided; and
  - 8.2.3 to receive any privacy notices on their behalf.
- 8.3 You give consent for us to process your Personal Information for the following purposes and in the following ways:
- 8.3.1 To provide products and services to you in terms of this agreement and any other products and services for which you may apply.
  - 8.3.2 To carry out statistical and other types of analyses to identify potential markets and trends, and to evaluate and improve our business (this includes improving existing products and services and developing new ones).
  - 8.3.3 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.)
  - 8.3.4 By sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided.

(We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to provide their services.)

8.3.5 Within the Group.

8.4 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.

8.5 **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.**

## 9. SANCTIONS

9.1 You must not:

9.1.1 use the Service to assist or benefit any Sanctioned Entity;

9.1.2 Send money to any person who may use or intends to use the proceeds to assist or benefit a Sanctioned Entity's activities; or

9.1.3 be involved in any prohibited activities.

9.2 You warrant (promise) that you are not:

9.2.1 a Sanctioned Entity; or

9.2.2 being investigated for any activities relating to Sanctions.

9.3 You must let us know immediately in writing if you are being investigated for any activities relating to Sanctions.

9.4 If we know or suspect that you are in breach of this clause or that you are about to become subject to Sanctions, we can immediately, at our discretion:

9.4.1 cancel or suspend your access to the Service and any other product or service we provide you; and/or

9.4.2 cancel these Terms and/or any other relationship that we have with you.

9.5 We cannot be held liable (responsible) to you for any loss you suffer if we cancel these Terms or any other relationship that we have with you in terms of this clause.

## 10. CHANGES TO THESE TERMS

10.1 We may change these Terms (and introduce new terms and conditions and changes in the fees and limits and in the services we offer) at any time without notification. Any changes to these Terms will be posted on our website [www.standardbank.co.za](http://www.standardbank.co.za) or shared with our Participating Merchants.

10.2 The latest version of these Terms applies to you each time you use the Service. By continuing to use the Service, you agree to these updated Terms.

10.3 If we make changes to these Terms, it does not constitute a cancellation of these Terms. You cannot change any of these Terms.

## 11. CANCELLING THE SERVICE

11.1 You can stop using the Service at any time.

11.2 We may end our relationship with you and stop you from using the Service by giving you written notice. We do not need to give you a reason for this. We do not have to give you notice if:

11.2.1 we believe or suspect you are using the Service wrongly or unlawfully (illegally) or for any prohibited activity;

11.2.2 it is necessary to protect Standard Bank, our clients, our systems or any Receiver;

11.2.3 you have breached these Terms; or

11.2.4 we must do this for legal reasons.

11.3 If our relationship with you ends, this means that you can no longer access or use the Service or the intellectual property in it.

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

- 12.1 We choose the following address for the service or delivery of any legal documents (our *domicilium citandi et executandi*):

5 Simmonds Street  
Johannesburg  
2001  
Attention: Legal, South Africa

- 12.2 You choose the address that you gave us when you registered as the address where any legal documents or notices may be served or delivered to you (your *domicilium citandi et executandi*).

- 12.3 We may send other written communication or notice to your street, postal or email address.

- 12.4 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.

## 13. LAW GOVERNING OUR RELATIONSHIP

South African law will govern these Terms.

## 14. GENERAL PROVISIONS

- 14.1 Headings in these Terms are for information only and must not be used to interpret the Terms.

- 14.2 South African time applies when any dates or times are worked out.

- 14.3 No extension of time or other allowance we may give you will affect any of our rights, whether the extension or allowance is expressly stated or implied. We do not waive (give up) any of our rights.

- 14.4 If any of the clauses in these Terms are invalid or illegal or cannot be enforced, the other clauses will still be valid.
- 14.5 You cannot cede or delegate (transfer to another person) any of your rights or obligations under these Terms without our prior written consent.
- 14.6 You must make sure that you do not use the Service for any prohibited activity. You will be responsible for any illegal transactions that you make.

## 15. COMPLAINTS AND CUSTOMER RESOLUTION

- 15.1 You can contact us on 0860 466 639 (normal charges apply), by email at [instantmoney@standardbank.co.za](mailto:instantmoney@standardbank.co.za) or through our website at [www.standardbank.co.za](http://www.standardbank.co.za).
- 15.2 We will try to resolve queries as quickly as possible, but there may be delays beyond our control because we sometimes have to rely on third parties.
- 15.3 If you have a complaint about these Terms or your use of the Service that could not be resolved by a Participating Merchant, please follow our complaints process, which is available at:
- <https://www.standardbank.co.za/secure/CRC/Ombudsman.html>
- 15.4 **If you still have a problem or if you are not happy with the way that it was resolved, you may contact the Ombudsman for Banking Services as follows:**
- 15.4.1 **By telephone on 0860 800 900 or 011 838 0035.**
- 15.4.2 **By email at [info@obssa.co.za](mailto:info@obssa.co.za).**
- 15.4.3 **Through the website at <http://www.obssa.co.za>.**