

Terms and Conditions: Summary

[Date last amended: 20/05/2014]

- Note that you will be charged an administration fee for completing Internet banking and telephonic transactions.
- You may not register for Electronic Banking using somebody else's bank details.
- Look after your access codes. These include your PIN, CSP, ATM and card numbers, passwords and usernames. We cannot be held responsible for any losses if your access codes are not secure.
- Make sure you log out of your Internet banking session, rather than closing the browser window/tab.
- You won't be able to cancel or withdraw any transaction after it has been completed (this also applies to purchasing prepaid products).
- We do not guarantee the accuracy of digital content. Exchange rates, share prices and similar data are only indicative and cannot be used for trading purposes. We are not responsible for any loss or damages which you may suffer as a result of your usage of these rates for trading or other purposes.
- We retain copyright and intellectual property rights on all Internet banking content. This includes text, logos, images and multimedia.
- The terms and conditions describe further responsibilities, disclaimers and liability limitations that apply to the Bank's electronic banking services.
- You must read and ensure you understand the terms and conditions, as they are a binding agreement between you and us.

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1. Introduction

These Terms become effective when you register for Electronic Banking. We may change these Terms from time to time and the latest version applies to you each time you use Electronic Banking. You must know, understand and comply with these Terms as well as the Product and General Terms that apply to your Account, as they are a binding agreement between you and us. If there is a conflict between these Terms, and the Product and General Terms, these Terms will apply. Important clauses, which may limit our responsibility or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses.

2. Definitions

We have defined some words to be consistent. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way round.

Word	Meaning
Account	The account opened by us in your name at your request, which you use to access Electronic Banking.
ATM	An automated teller machine.
ATM PIN	The PIN which you use when accessing your Account on an ATM.

Word	Meaning
Bank, we or us	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
Communication System	The Device and the Medium collectively.
CSP	A customer-selected personal identification number.
Device	The equipment which you select to use to access Electronic Banking, which may include a computer, cell phone, telephone, television or similar technologies.
Electronic Banking	Banking performed on a Device including Internet banking, cell phone banking, telephone banking and accessing the loan automation facility and prepaid products through the Internet.
General Terms	The general terms and conditions for non-credit transactional, savings and investment accounts.
Medium	The means through which you access Electronic Banking, including Internet, WAP, WIG, SMS and voice (over an automated voice recognition system or similar technology).
PIN	A personal identification number.
Product Terms	Any product specific terms and conditions that apply to your Account.
you or your	The person who registers for and uses Electronic Banking, or in whose name an Account is opened, including any legal entity.

3. Linked text

We have put links from some words in these Terms to other helpful or relevant information. These are called hyperlinks and are found where any word is in blue underlined text. You must read any links relevant to you, as they form part of these Terms. If you cannot read any linked information, you must visit our website at www.standardbank.co.za or phone our Customer Contact Centre on 0860 123 000.

4. Registration for various Electronic Banking services

You may not register for Electronic Banking using somebody else's bank card or PIN. If you have any questions or would like more information about any of these, please visit our website at www.standardbank.co.za or phone our Customer Contact Centre: Internet banking.

Cell phone banking

Before using cell phone banking, you must first register by dialing *120*2345# or calling the Customer Contact Centre. You will need to create a CSP or use your existing Internet banking CSP to access , - cell phone banking. You may use the same CSP across Electronic Banking Devices. You will need any of your bank card numbers and related ATM PIN to access cell phone banking.

Telephone banking

Before using telephone banking, you must first register through the Customer Contact Centre, telephone banking or Internet banking and choose a CSP. You may use the same CSP across Electronic Banking Devices. You will need any of your bank card numbers and related ATM PIN to access telephone banking.

Applying for an overdraft using Internet banking

If you have a CSP, you can apply for an overdraft or a change in your overdraft limit online if you use Internet banking with your personal or small and medium enterprise Account. The terms and conditions for overdrafts apply.

Prepaid products

Please visit www.standardbank.co.za or ask our Customer Contact Centre for more information about these. Before we allow you access to Electronic Banking we may need information from you to verify that you are who you say you are. We will need your prior consent to perform credit or other checks on you before we process an instruction.

5. Fees

We charge you fees for using Electronic Banking. Details about these fees are on our website. The fees are as follows: Internet banking We will charge a fee each time that you use your Account to make a payment (a transaction fee), based on the type of transaction you do. We will deduct the fees from the account you choose for this.

Telephone and cell phone banking

We will charge transaction fees for telephone or cell phone banking, but you do not have to pay a monthly subscription fee. If you do not pay our fees or do not have enough money in your Account, we may stop you from using Electronic Banking and may also deduct any fees you owe us from any other account you have with us.

6. We will act on instructions that appear to have been sent by you

When you do Electronic Banking you communicate with us using a Communication System, so there is no direct personal contact between us and you. We may rely on and carry out all instructions that appear to come from you (even if someone else pretends, without us knowing, to be you).

7. Sending and dealing with instructions

Instructions to us are not always carried out within the same time or in the same way. We will treat your instructions to us according to your customer profile and the type of account and transaction involved. You cannot cancel or withdraw any instruction after you have sent it to us. A payment cannot be

cancelled or reversed, even if it is a repeat of the same payment. This also applies where you buy prepaid products. You must never assume we have received your instruction until we have told you that we have. Do not give the same instruction again unless we have told you that we did not receive it, or else we may repeat the same payment. You must first contact our Customer Contact Centre or check your bank statement, before giving a payment instruction again.

8. We are not responsible if you repeat instructions to us

We are not responsible for any loss or damage you suffer because you send the same instruction again and we repeat a payment. You waive (give up) any claim against us if this happens.

9. Looking after your access codes

Your access codes are any of your secret numbers (PIN or CSP), ATM card numbers, passwords or user names. We may allow you to use the same access codes for all Electronic Banking or related services because this is easier for you. But you must keep your access codes very safe because someone who knows them could get access to your Account and steal your money or use your private Account information illegally. You must always look after your access codes and keep them secret. If you do not, you waive any claim you may have against us for any loss or damage you may suffer because you have not kept them safe. It is not safe to keep your access codes on a computer. No person ever has a genuine reason to know or ask for your access codes, so you must never let anyone get them. This includes our own staff. You must immediately tell our Customer Contact Centre or your branch if someone has asked you for any access code or may know it. If you ask us to stop or change any access code, we may:

1. Ask you to prove your identity to us;
2. Reject any instructions we receive;
3. Stop any payment or instruction if it has not already been carried out;
4. Reverse any payments if we can, after we think someone started using any access code without permission;
5. Deactivate the access code (stop it from working) immediately, without telling you.

10. Security features and precautions

To guard against fraud or theft involving your Account, we offer the following free optional extra security features:

1. We can tell you each time someone gets access to your Account (My notifications);
2. Electronic security software (a computer program called Trusteer).

You must always run up-to-date software that is compatible (works) with these extra security features. You must also follow this advice about using Electronic Banking safely:

1. Do not use any public Device, for example a computer at an Internet cafe. Public Devices are not safe because you do not know what software or hardware may be on them. For example, they may use spying technology to find out numbers or passwords you type on a keyboard. These could be used to get into your Account to defraud you or steal money;
2. Protect and keep your access codes secret.

We are not responsible for any direct or indirect loss or damage you may suffer because someone gets into your Account and you have not:

1. Run the latest software that works with the extra security features;

2. Used the extra security features on your Account;
3. Followed our advice about using Electronic Banking safely.

11. Ending your Electronic Banking session

You must make sure that you log out of Internet banking and disconnect any cell phone banking or telephone banking call when you have finished using Electronic Banking. If you do not disconnect after Electronic Banking, someone else may get into your Account without your permission and could defraud you or steal your money. We will not be responsible if this happens.

12. We may assume that you have authorized any instruction

After your access code has been entered, we may assume that any Electronic Banking activity or instruction is genuine. So even if someone else used your access code, we may carry out an instruction as if you have authorized it.

13. How we may give notices about these Terms

We may give you any notice about these Terms or any of our services by putting it on our website or sending it to you by email, text message (SMS) or other communication technology. Where any notice or update about Electronic Banking contains contractual terms relating to Electronic Banking they will be regarded as being included in these Terms. By continuing to use Electronic Banking you agree to such changes.

14. No offers, recommendations or approaches

Any information or other content on the Communication System only invites you to do business with us. It is not an offer to buy, sell or deal in any investment or to enter into any agreement, unless we clearly state that it is.

15. Nature of information on the Communication System

Information on the Communication System is to give you general information about us, our products, services and goals. For example, we may give information about:

1. Estimated income, capital expenses, returns on investment, shares or other financial items;
2. Our plans, goals and estimates for our future operations and services;
3. Our estimates of the economy's future performance.

Because these are only estimates, actual events or results may be different. We provide all information "as is" and you must not rely on it or treat it as professional or investment advice. You should always ask for advice from your own professional advisers.

16. Information that is updated regularly

We may use other organizations to provide information on the Communication System. This information is not provided by or for us. We have no control over it and do not warrant or guarantee that it is correct or suitable for anything. All this information is provided "as is" and we will not be directly or indirectly responsible for any damages that may follow if you rely on it. "Refresh" your screen regularly to make sure that the displayed information is the latest that is available on our Communication System, but note

that all current news or market information; such as share prices or data, is only updated periodically and so may be at least 30 minutes old.

17. Links to other parties' Communication Systems

Our Communication System may link to other Communication Systems with information or content from other parties. Although we try to only link to trustworthy parties or systems we are not responsible for any of this other information. If we provide a link to any other information, Communication System, person or business, it does not mean that we have checked or approve of them. We do not give any warranty about any other website, software or hardware, including their security or performance. You waive (give up) any claim you may have against us for any loss or damage you may suffer because you connect to any other Communication System.

18. Our intellectual property

We keep the copyright and any other intellectual property rights in all content on or sent through the Communication System, including logos, images or multimedia works. You may view content and copy it onto a Device, (including storage media), and you may print and make a paper copy of it, but only if:

1. It is for your personal Electronic Banking use;
2. It is not used for any commercial purpose;
3. Any copy of the content must show our copyright notice.

The logos and trade marks on our Communication System are our registered and unregistered trade marks or those of other parties. Nothing on our Communication System gives any person a license or right to use any trade mark or other intellectual property (our property), without our advance written permission. Please send any request to use content to ibsupport@standardbank.co.za. If we do not respond in writing in five business days we have not agreed to your request. Even if any content on the Communication System is not confidential or there is no copyright in it, we own the content and you have no rights in it.

19. You must use suitable hardware and software

You must use hardware and software (computer equipment and programs) suitable for Electronic Banking. If you do not, the Communication System may not work properly and this could increase your security risks. If we offer software to you on or through the Communication System, any license agreement is between you and the Software's licensor (Owner). You indemnify us against any breach of a software license. We do not expressly or implicitly warrant that any software is good quality or suitable for its purpose. We also do not warrant or imply that any file, download or application on this Communication System is safe to use on any computer. We cannot guarantee that the system does not contain software or data that can negatively affect a computer system, such as viruses, trojans and other malicious software.

20. Transmission of information and security advice

Information sent over a Communication System can be intercepted, seen or changed unlawfully if any link is not secure. We take steps to limit these risks as explained in the privacy and security statement on our website and elsewhere. You must follow the security tips published on our website from time to time. We are not responsible for any loss or damage suffered by you because any person gained access to the Communication System illegally or without permission. To limit these risks, we may check any information you send using our Communication System.

21. Indemnity

You indemnify us against any loss or damages (including indirect or consequential damages), that we may suffer on your behalf because:

1. Of non- payment;
2. You gave us wrong instructions or information;
3. You did not have enough money for a payment from your Account;
4. Someone carried out an instruction or made a payment without permission and this was not because of our own negligence (carelessness).

22. Availability of electronic banking

Electronic Banking may not always be available for many reasons, including:

1. Technical failure or problems with our or any other Communication System directly or indirectly involved in providing Electronic Banking;
2. Failure or other problems with any telecommunication or electricity service;
3. Other circumstances beyond our control.

If Electronic Banking is unavailable for any reason, you promise to limit your potential losses as far as possible by communicating with us in any other way while this situation lasts.

23. Disclaimer and limitation of liability (limits to our responsibilities to you)

Your use of the Communication System and Electronic Banking is dependent on factors beyond our control, such as the network coverage or availability of your Internet service provider. We are not liable for any loss or damages you may suffer if a factor beyond our control arises, and you cannot access Electronic Banking. We have taken care to ensure that the content on the Communication System is accurate and that you should not suffer any loss or damage by using it, but the Communication System and Electronic Banking is provided "as is". We (including our owners, employees, consultants, agents or any affiliated person) are not responsible for any loss or damages related to your use of the Communication System or Electronic Banking. This includes, without limitation, any direct, indirect, special, incidental or consequential damages in terms of contract, delict (breach of a duty of care) or law, and even if we were expressly told that any loss or damage was possible. We are not responsible for any loss or damages caused by:

1. Someone finding out any of your secret access codes (such as a PIN or CSP);
2. Any technical or other problems (interruption, malfunction, downtime or other failures) which affects Electronic Banking, any Communication System, our banking system, a third-party system or any part of any database, for any reason;
3. Your reliance on any information on the Communication System;
4. Any personal information or other data being directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;
5. Any failure or problem affecting goods or services provided by any other party, for example, any telecommunication service provider (such as Telkom), internet service providers, electricity suppliers (such as Eskom), or local or other authority; or
6. Any event that we have no direct control over.

24. What happens if you breach these Terms

We may stop you from using Electronic Banking if you breach an important clause of these Terms and do not remedy it within five days after we have asked you to. We may still take any other steps available to us including applying to court for an interdict or other order against you.

25. When we may end our relationship with you

We may end our relationship with you and stop you from using Electronic Banking by written notice to you (Termination Notice). We need not give you notice in the following circumstances and may close your Account immediately if we: believe or suspect it is being used negligently or unlawfully; or must do this for legal reasons.

26. How disputes will be resolved

You may refer any complaint about your use of Electronic Banking or these Terms to us in terms of our complaints process, which is available at [Complaints Process](#) or on request. If the complaint is not resolved to your satisfaction in terms of our complaints process, you may refer the complaint to the Ombudsman for Banking Services (Ombudsman) or similar forum with appropriate jurisdiction. The contact details for the Ombudsman, are contained in clause 10 of The Code of Banking Practice, available at [Code of Banking Practice](#), in branches, or will be provided to you at your request. Alternatively you may approach any South African court of law with jurisdiction.

27. Capacity to enter into agreements

You warrant to us that you are legally capable of agreeing to these Terms. If you are younger than 18, or if you are not sure if you can legally enter into agreements without your legal guardian such as a parent agreeing to it with you, you must find out before you use Electronic Banking. Our Customer Contact Centre can help you.

28. Certificates

A certificate (letter) signed by or for our director of online services is good enough proof in a court or similar tribunal of any relevant date or content of:

1. The latest or any earlier version of these Terms;
2. Any notice or disclaimer (in which we do not accept certain responsibilities) on the Communication System;
3. Any notice sent about or under these Terms, unless you can prove otherwise.

29. Our addresses for service and delivery of legal documents and other communications

We choose the registered address on our website at www.standardbank.co.za as the address where any legal document or notice must be served on or delivered to us (our domicilium citandi et executandi). You choose your last street address you gave us as the address where any legal documents or notices may be served on or delivered to you (your domicilium citandi et executandi). 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 sections 11 and 12) do not apply to these documents or notices.

30. Law governing our relationship

South African law will govern these Terms.

31. General provisions

Headings in these Terms are only for information and may not be used to interpret these Terms. South African time applies when working out any dates or times. If any dispute results from technical issues related to a Communication System, 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. If any clause in these Terms is invalid or illegal or cannot be enforced, the remaining clauses will continue to be valid. You must make sure you understand exchange control regulations and fully comply with them when you use Electronic Banking outside South Africa. You are responsible for making sure that you never use Electronic Banking for any illegal purpose. You will be liable for any illegal transactions that you make. If you have any questions or do not understand anything about these Terms please call our Customer Contact Centre on 0860 123 000.