

INSTANT MONEY TERMS AND CONDITIONS (TERMS)

These Terms become effective when you use the Instant Money Service. You must know, understand and comply with these Terms, as they form a binding agreement between you and us.

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.

1 DEFINITIONS

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

Word	Meaning
ATM	Automated teller machine
Group	Standard Bank Group Limited, its subsidiaries and their subsidiaries.
Channels	ATM, Internet Banking, Mobile Banking App, Mobile App.
Merchant	Merchants who offer the Service to Senders and Receivers.
Money	The amount of money the Sender sends to the Receiver.
Personal Information	Information about an identifiable, natural person and where applicable, a juristic 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, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of 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.
Process	Any operation or activity, automated or not, concerning Personal Information, 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.
Release PIN	The personal identification number associated with a particular Money transfer that the Sender chooses and communicates to the Receiver in order for the Receiver to have access to the Money.

Word	Meaning
Receiver	The person who receives Money using the Service.
SA ID	South African Identity Document / Smart Card.
Sender	The person who sends Money using the Service.
Standard Bank, we, us, our	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
Service	The Instant Money service that enables Senders to send Money to Receivers and Receivers to receive Money sent by Senders.
Service Desk	The service desk which you can contact for assistance regarding the Service.
Support Hours	Monday to Friday: 7am – 7pm Saturdays, Sundays and National Public Holidays: 8am – 5pm.
Terms	These terms and conditions for the Service.
Voucher Number	The unique reference number that Standard Bank assigns to the Money transfer and which is sent to the cellphone number provided by the Sender.
You, yours, your	The Sender and/or the Receiver, depending on the context.

2 INSTANT MONEY SERVICE

- 2.1 We provide the Service at participating Merchants and on Standard Bank Channels. Money sent by the Sender to the Receiver is not a deposit with the Merchant or Standard Bank.
- 2.2 You can use the Service to send and/or receive Money.

3 SENDING MONEY USING THE SERVICE

- 3.1 If you are a Standard Bank customer, you can send Money to the Receiver at participating Merchants and/or using a Standard Bank Channel.
- 3.2 If you are not a Standard Bank customer, you can use the Service to send Money to the Receiver at any participating Merchant.
- 3.3 The Sender must show their original SA ID to the Merchant. The Sender must also give the Merchant:
- the cellphone number of the Sender;
 - the amount of money that the Sender wants to send to the Receiver as well as the fee charged to send Money to the Receiver;
 - information about where the Money comes from.
- 3.4 ***The Sender must make sure that the information that they give to the Merchant is correct. If the Sender gives the wrong information to the Merchant, then neither Standard Bank nor the Merchant are liable for losses or damages which either the Sender or the Receiver or both may suffer.***

- 3.5 When the Sender sends Money using the Service at a participating Merchant or on a Standard Bank Channel, the Sender must pay the amount of money that they want to transfer to the Receiver together with the applicable fee. The Receiver will receive the Money less the fee.
- 3.6 When the Sender sends Money using the Service, the Sender will be asked to select their own Release PIN.
- 3.7 The Sender must give the Receiver the Voucher Number and the Release PIN. Both the Sender and the Receiver must keep the Voucher Number and Release PIN secret.
- 3.8 The Sender understands that, if they rely on a third person to communicate the Release PIN and the Voucher Number, such third person may withdraw the Money themselves.
- 3.9 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.
- 3.10 If the Sender decides that they want to prevent the pay out of Money to the Receiver, or if the Receiver has not collected the Money within 3 (three) years, the Sender may request a refund of the Money at any participating Merchant or at a Standard Bank Channel, provided that the Receiver has not already collected the Money. The Sender will need to provide the Merchant with their SA ID, Voucher Number and select the Release PIN before the Merchant will refund the Money to the Sender in cash. ***The Sender will not be refunded any fees paid in respect of the Service.***
- 3.11 If we suspect that the Service is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law, we may in our discretion suspend the payment of the Money involved in any particular transfer at any time.
- 3.12 The Sender may send a maximum of R5 000 per day and R25 000 per month.

4 RECEIVING MONEY WITH THE SERVICE

- 4.1 The Receiver may collect the Money:
- 4.1.1 at the place of business and during the business hours of the Merchant; or
- 4.1.2 at any Standard Bank ATM.
- 4.2 To collect the Money at the Merchant, the Receiver:
- 4.2.1 must give the Merchant the Voucher Number; and
- 4.2.2 enter the correct Release PIN on the Merchant's point of sale device.
- 4.3 To collect the Money at an ATM, the Receiver must:
- 4.3.1 manually enter the Voucher Number; and
- 4.3.2 manually enter the correct Release PIN.

4.4 If the Receiver gives the above information, the Money will be paid by the Merchant or the ATM, as the case may be, to the Receiver in cash in South African Rand.

4.5 The Receiver must collect the Money within 3 (three) years from the date of the transfer. The Sender must tell the Receiver of this 3 (three) year period.

5 FEES AND INTEREST

5.1 The Sender will be obliged to pay the applicable fees for the transfer of Money using the Service upon initiating such transfer. **All such fees are non-refundable.**

5.2 The Sender acknowledges that they will not be entitled to receive any interest on the Money for the period that the payment of the Money to the Receiver remains pending, irrespective of the duration thereof.

6 DISCLAIMERS

The Sender and Receiver use the Service at their own risk. Standard Bank and the Merchant's liability for any loss or damage, delay, non-delivery, non-payment of money transferred, no matter how it is caused, shall be limited to the amount of the Money and the fee paid by the Sender. Neither Standard Bank nor the Merchant accepts liability for delays in the Service caused by circumstances beyond the control of either Standard Bank or the Merchants or both. Neither Standard Bank nor the Merchant may be held liable for indirect damages no matter how they are caused.

7 DATA PROTECTION

7.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.

7.2 If you give us Personal Information about or on behalf of another person, 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.

7.3 You consent to us Processing your Personal Information:

7.3.1 to provide products and services to you in terms of these Terms and any other products and services for which you may apply;

7.3.2 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);

7.3.3 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;

7.3.4 by sharing your Personal Information with our third-party service providers (including the Merchants), locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services; and

- 7.3.5 within the Group.
- 7.4 You will find our Processing practices in the Group and our privacy statements. These statements are available on the Group's websites or on request.
- 7.5 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.
- 7.6 You must notify us immediately of any change to your Personal Information when performing a Send transaction.

8 FURTHER INFORMATION AND COMPLAINTS

8.1 If the Sender or Receiver:

- requires a list of all the participating Merchants in South Africa;
- requires a copy of these Terms;
- has a problem with the Service that could not be solved by the Merchant; or
- wants to lodge a complaint/dispute that could not be solved by the Merchant,

you can contact us using one of the following:

- call **0860 466 639**
- email instantmoney@standardbank.co.za (48 hours turnaround time);
- USSD self-service dial string - *120*1477#; or
- websites: www.instantmoney.co.za and www.instantmoney.mobi.

8.2 We are a member of the Banking Association of South Africa who have appointed an independent Ombudsman for Banking Services (“**Ombud**”) to deal with complaints. If we do not solve your problem, or if you are not happy with the way that your problem was solved, then you may use the services of the Ombud.

8.3 You can contact the Ombud using one of the following means:

- **Telephone:** 0860 800 900 or (011) 838 0035
- **Fax:** (011) 838 0043
- **Email:** info@obssa.co.za
- **Website:** www.obssa.co.za

9 GENERAL

- 9.1 The laws of the Republic of South Africa apply to these Terms as well as the relationship between you and us as far as it concerns the use of the Service or any matter that may arise therefrom.
- 9.2 These Terms will be incorporated into and regulate all transfers of Money which are made using the Service.
- 9.3 These Terms contain the full agreement between us and you in respect of the Service.

- 9.4 We reserve the right to change these Terms (including bringing in new terms and conditions, changes in the fees and limits, and the services we offer) at any time without notification.
- 9.5 These Terms may also be changed in order to comply with any government, regulation or laws governing the Service.
- 9.6 Any changes effected by us will not constitute a cancellation of these Terms.
- 9.7 You may not vary any of these Terms.