

These terms and conditions apply to you if you use online or mobile banking. Please read this document carefully as this document sets out the rights and duties between you and Sasfin Bank Limited (registration number 1951/002880/06). If you do not understand any part of this document please contact Sasfin.

## 1. DEFINITIONS

- 1.1. **"authorised user"** means any person you appoint to use the Self-Service Banking on your behalf;
- 1.2. **"Sasfin" / "we" / "us" / "our"** means Sasfin Bank Limited (registration number 1951/002880/06);
- 1.3. **"Self-Service Channel"** means Sasfin's non card-based banking which includes online banking and mobile banking;
- 1.4. **"Self-Service Ts&Cs"** means these Self-Service Banking Terms and Conditions;
- 1.5. **"you" / "your"** means the account holder and their authorised users;

## 2. APPLICATION OF THESE SELF-SERVICE Ts&Cs

- 2.1. These Self-Service Ts&Cs apply to you if you use any Self-Service Channel and will also apply to any authorised user. These Self-Service Ts&Cs set out the agreement between you and Sasfin for your use, access and ability to transact on a Self-Service Channel.
- 2.2. Certain products and services that we may make available to you may be referred to you through a Self-Service Channel. Such products and services relating to your account(s), our products and services and relationship with you have their own terms and conditions (**Product Specific Ts&Cs**) as well as Sasfin's general terms and conditions must be read together with these Self-Service Ts&Cs.
- 2.3. If there is a conflict between these Self-Service Ts&Cs and any Product Specific Ts&Cs, the Product Specific Ts&Cs will apply. If the conflict relates to the use of a Self-Service Channel, these Self-Service Ts&Cs will apply.
- 2.4. Some of the Product Specific Ts&Cs may be referred to you in hyperlinks. You must follow the instructions on the hyperlinks as they contain important contractual information and form part of these Self-Service Ts&Cs. If you cannot access a hyperlink, you must refer to [www.sasfin.com](http://www.sasfin.com) (**website**) or contact Sasfin.
- 2.5. Before you use any Self-Service Banking channel you must register on the Self-Service Channel. Refer to [www.sasfin.com](http://www.sasfin.com) or contact our Client Relationship Centre on 080 23 23 23 6 for more information on how to register for the different Self-Service Channels.
- 2.6. If you are younger than 18 years old, your parent or legal guardian must consent to your use of the Self-Service Channel(s), unless you have been emancipated by a court (the right to act without your parent or legal guardian's consent).
- 2.7. These Self-Service Ts&Cs apply when any of the following occurs:
  - (1) you register to use any Self-Service Channel
  - (2) you get access to use any Self-Service Channel or download software that enables you to access any Self-Service Channel; or
  - (3) you use a Self-Service Channel.

- 2.8. By registering to a Self-Service Channel, you will be allowed to access your account and transact within the transaction limits.

### 3. ACCESS

- 3.1. You must have the necessary hardware, software and access to third party communication services to access the Self-Service Channels.
- 3.2. To access online banking, you need to have access to a computer that has access to the internet and the applicable internet browser software.
- 3.3. To access mobile banking, you need to be activated via your mobile and to have an activate account with a mobile network provider.
- 3.4. You will be responsible for sourcing and maintaining, at your expense, any hardware, software, mobile, network (such as internet access), wireless and/or data services and any upgrades required for you to success any Self-Service Channel.
- 3.5. Failure to use the recommended hardware and software may result in a Self-Service Channel not being available or not operating properly and may also expose you to greater security risk. Sasfin shall not be liable for any error or delay that may arise due to your equipment, software or service providers and/or if you are unable to access a Self-Service Channel because of your equipment, software and/or service providers.
- 3.6. If you have any problems with connection or hardware or software, you must resolve the problem with your service provider.
- 3.7. We shall not be liable for any loss or damage incurred by you or any third party as a result of any of the following events:
- (1) Malfunction or defect on the hardware and/or software, which may include the internet, used by you to access the Self-Service Channel(s);
  - (2) Any act or failure to act by a service provider, which may include a mobile provider, network provider or host provider.
- 3.8. For your security, when you register on Sasfin's website you will be asked to start with a username and password. These will be your access information whenever you want to login to a Self-Service Channel, which may include a personal identification number (**PIN**).
- 3.9. Once you are registered, you will need the correct access information for us to verify your identity or take such steps acceptable to us to verify your identity in order to login to a Self-Service Channel.
- 3.10. Once you have successfully logged into any Self-Service Channel, all electronic communications sent to us or created by you will be treated as valid, authentic and legally binding on you as if you have signed a written communication. We reserve the right not to act on any instruction received from you or to cancel your access (temporarily or permanently) if we are unable to verify your identity or if you enter the wrong access information.
- 3.11. We will act on and accept all instructions and/or transactions done after you successfully login to a Self-Service Channel as if done by you or your authorised user even if the instruction and/or transaction occurred without your knowledge, consent or authority.
- 3.12. You are not permitted to access any Self-Service Channel using someone else's access information or personal information.
- 3.13. If you use mobile banking, you agree that we may obtain your mobile number from your network provider. We may, but are not obliged to, use your mobile number to identify you.

- 3.14. Once you log into one Self-Service Channel, you may be able to access and view other accounts without the need to log in. Authorised users will have the same access.

#### 4. PROTECTING YOUR ACCESS INFORMATION

- 4.1. You must keep your access information secret and must not allow anybody to use your access information. You must never give or show any person, including an employee or representative of Sasfin, your access information. You must not respond to phishing. Phishing happens when a sender tricks you into sending them your secret and access information. The sender will send a request to you by email or sms or social media or instant messaging to enter or confirm your access information. Sasfin will never ask you to give it your secret information in any communication, including over the telephone. If you respond to phishing messages and lose money as a result, Sasfin will not refund you.
- 4.2. You must take all reasonable precautions to prevent unauthorised access to your account and to access a Self-Service Channel using your access information. We recommend the use of our notification service which allows you to monitor all transactions on your account.
- 4.3. If you receive suspicious communications call Sasfin's Client Relationship Centre on 080 23 23 23 6 for immediate action or send an email to [customerservice@sasfin.com](mailto:customerservice@sasfin.com). Your email must include your name and contact details for us to contact you in need.
- 4.4. For your security, you must not keep your access information together with your cards or banking documents. For example, do not store your PIN on or with your mobile or computer. You should memorise your access information.
- 4.5. You play an important role in protecting yourself against fraud and must remain vigilant in following security tips that we may provide you from time to time. You must log off from the relevant Self-Service Channel when you have finished transacting. We recommend that you do not use internet cafes or other public communication facilities to access a Self-Service Channel.
- 4.6. Information sent over an unsecured link or communication system can be monitored, intercepted or accessed illegally. While we take all reasonable steps to ensure that your information is safe, you need to understand that these risks exist and may occur. You must read our security tips published on the website from time to time to assist you to mitigate security risks.
- 4.7. If you suspect or know that your access information or device which you use to access a Self-Service Channel (such as your mobile) has been lost or stolen or may be used without your permission, you must immediately contact our Client Relationship Centre on 080 23 23 23 6 to cancel your access codes or to notify us if your mobile is lost, stolen or may be used without your permission in order for us to cancel your access information.
- 4.8. After we have cancelled your access information, no transactions can be done from that date. We may be able to temporarily stop or reverse instructions and transactions which we have received but which have not yet been processed before your access information was cancelled, if possible. **Please note:** while we will use our best endeavours to stop or reverse instructions and/or transactions received but not yet processed, we cannot guarantee that this will be done.
- 4.9. If there is a dispute about whether or when you notified us to cancel your access information, it will be your responsibility to prove how and when you gave us such notice to cancel your access information. For this reason you must keep all reference numbers we give you when you cancel your access information.
- 4.10. Once your access information has been cancelled, you will not be able to access or transact on your account. You will need to reset your access information in order for you to resume sending us instructions or resume transactions on a Self-Service Channel.

- 4.11. We reserve our rights to block your access to any Self-Service Channel at any time to maintain or restore security if we reasonably believe that your access information has been or may be obtained or used by an unauthorised person.

## 5. AUTHORISED USERS

- 5.1. By allowing an authorised user to access and/or transact on your account using any Self-Service Channel, you give that person the authority to act as your agent. Any act or omission (failure to act) of the authorised user will be considered to be an act or omission of yours.
- 5.2. Once you have given your permission to an authorised user to access and transact on your account, you must notify us in writing of who your authorised user is and what rights you gave the authorised user. You must supply us with the necessary documentation and information that we require in order for your authorised user to access and transact on your account. We will rely on information provided by you about your authorised user and will not verify any such information. You hereby indemnify and hold us harmless for any loss, damage suffered by you or claims against Sasfin as a result of you giving permission to an authorised user to access and transact on your account(s).
- 5.3. Your authorised user will be bound by these Self-Service Ts&Cs. You warrant that any person who becomes your authorised user has the necessary legal capacity to be bound by these Self-Service Ts&Cs and will be made aware of these Self-Service Ts&Cs by you. You shall be liable for any loss or damage suffered by Sasfin as a result of any act or lack of action by your authorised user.
- 5.4. You can change or cancel the rights of your authorised users at any time on the website after you have logged in to the appropriate Self-Service Channel. You may also notify us when any rights of an authorised user must be changed or cancelled by completing and signing the required form(s), for us to change or cancel the authorised user's rights for you. Any cancellation to an authorised user's access rights to your account(s) will only be effective after you receive confirmation of the changed or cancelled rights from us.
- 5.5. When an authorised user is no longer allowed to transact on your behalf or on any of your account(s), you have the right to demand that they return physical devices, such as cards, to enable them to transact. You must notify us, in writing, when your authorised user's access rights must be cancelled. Any card given to the authorised user to transact on your behalf must be destroyed or returned to us. For your security, the authorised user's access information must be cancelled. Any new authorised user(s) will be given new access information.

## 6. TRANSACTIONS ON SELF-SERVICE CHANNELS

- 6.1. We will act on all instructions received from you or your authorised user if you have successfully logged in to a Self-Service Channel using your access information, where required. For your security, we may request you to verify further information in order for us to act on your instruction.
- 6.2. **You are responsible for ensuring that all instructions from you or your authorised users are correct and complete when you transact. Unfortunately we cannot and do not verify any information relating to a transaction which may include the identity or bank account details of the person/entity which you intend to pay. We will not be responsible to the person/entity you pay or for any loss or damage suffered by you because we received incorrect or incomplete information. We are also not responsible if you do not complete an instruction or if you do not follow our instructions when transacting.**
- 6.3. Certain transactions cannot be reversed or stopped once you send them to us, for example on pre-paid products.

- 6.4. It can take up to 2 (two) business days for money to reach the person/entity you are trying to pay using a Self-Service Channel, such as EFT (electronic funds transfer). Please contact us to check the turnaround times and check the guidelines and notices we may publish on a Self-Service Channel from time to time, especially if your payment is urgent.
- 6.5. A transaction is only received by us when we confirm receipt of that specific instruction or have acted on those instructions, whichever happens first. You must not assume that we have received an instruction from you. An automated message to an instruction is not confirmation or a response to your instruction. If you are unsure about whether your transaction has been sent or received or processed you must contact us to confirm this before you submit another instruction for the same transaction as this may result in the same transaction being processed twice. You will be responsible for any duplicated transactions.

## 7. TRANSACTION LIMITS

- 7.1. You must have sufficient money in your account or credit in your overdraft facility in order for us to carry out any instructions from you, including instructions to pay a third party or transfer money between your accounts.
- 7.2. There are transaction limits on certain transactions done on the Self-Service Channels for your protection. These limits apply to your account(s) whether set by you, your authorised user or if applicable to the relevant Self-Service Channel. If you have exceeded your transaction limit, you will not be able to transact on your account(s) and we will not be able to carry out any instruction from you for the amount that exceeds the transaction limit or if the transaction results in you exceeding your transaction limit.
- 7.3. You must find out what your transaction limit is for each Self-Service Channel. If you wish to increase or decrease your transaction limit, you must contact us to do so. We cannot guarantee that your transaction limit on any account will be increased or decreased as you requested.

## 8. FEES

- 8.1. A fee may be charged for your use of a Self-Service Channel, and such fee includes a transaction fee for transactions on any Self-Service Channel. The fees will be debited from your account. If you do not pay these fees, Sasfin may refuse to give you access to any Self-Service Channel(s).
- 8.2. We may vary fees from time to time and will notify you of any changes to the fees.
- 8.3. For more information about Self-Service Channel fees, refer to the pricing guide on the website or contact Sasfin directly for a copy.

## 9. PRIVACY

We respect your privacy and have privacy policies that regulate how we use, process, deal with, share and store your information. For more information please read our privacy policy, which forms part of these Self-Service Ts&Cs. Where we make use of third party technology service providers, we undertake to endeavour to ensure that they will adhere to the privacy policies.

## 10. MARKETING

- 10.1. Certain products and services may be made available to you on the Self-Service Channels. All material provided to you on any Self-Service Channel is for information purposes only and an invitation for you to increase or enhance your products and services with us. Nothing in the Self-Service Channel is given as advice or constitutes an offer for you to buy or sell something or to enter into any transaction.
- 10.2. Should you wish to take up any product or service made available to you on a Self-Service Channel, you must follow the instructions for the specific product or service. Alternatively, you may contact us for further information.
- 10.3. You agree that we may send you information about the Self-Service Channels or these Self-Service Ts&Cs by any means, which may include publishing a notice on the Self-Service Channel or by electronic means such as sms or email.

## 11. MAINTENANCE

At certain times, some or all Self-Service Channels may not be available due to routine maintenance or repairs or because of technical failure or problems, circumstances beyond our control, such as electricity outages or the unavailability of any telecommunication network. We will try to give you prior notice of any interruptions to but cannot guarantee that such notice will be given to you.

## 12. SELF-SERVICE CHANNELS

- 12.1. Self-Service Channels and/or services provided on any Self-Service Channel may be stopped or suspended (temporarily or permanently) at any time by us for any reason, which may include:
  - (1) Use of a Self-Service Channel contrary to these Self-Service Ts&Cs;
  - (2) We believe or suspect that your use or access to a Self-Service Channel is negligent, illegal or fraudulent;
  - (3) We believe that the security of the Self-Service Channel(s) may be compromised.
- 12.2. Should we stop making a Self-Service Channel or product or service available, we will notify you of this within reasonable time of the changes being made by posting such notice on our website. You agree that notices published on our website or sent to you by email or sms or post will be sufficient notice to you.
- 12.3. You will be considered to have accepted any changes to your account settings made through or to Self-Service Channels unless you notify us of your objection within 7 (seven) days of receiving notice from us of the change.
- 12.4. Sasfin may publish guidelines relating to any Self-Service Channel to ensure that the Self-Service Channel works correctly. You must familiarise yourself with these guidelines as it will assist you properly use the Self-Service Channel.

## 13. THIRD PARTY

- 13.1. We may allow third party websites, content, products and/or services of third parties (collectively "**third party content**") to be provided to you on a Self-Service Channel. Despite making such third party content available to you, we do not endorse or recommend any third party product or services. Terms and conditions may apply to third party content and will be an agreement between you and the third party. Such agreement with the third party has no bearing on your duties in terms of these Self-Service Ts&Cs.

- 13.2. If you decide to make use of such third party content, you are solely responsible for, and take all risk associated with, such use. All disputes between you and a third party in respect of third party content shall not involve us as we bear no liability or responsibility for such third party and/or third party content. Therefore, we are not responsible to you for any loss or damage, directly or indirectly, that you may suffer as a result of you using third party content. You hereby indemnify us and hold us harmless for any loss or damage you may suffer or cause in this regard.
- 13.3. From time to time, we may make third party software or applications available for you to download via the Self-Service Channel. If you choose to download such software/applications, you do so at your own risk and will be bound by any license terms associated with such software/application. We give no express or implied warranty about the software/application. You hereby indemnify us and hold us harmless against any loss or damage you may suffer as a result of you downloading the software/application or if you breach the license conditions.

## 14. SASFIN'S OBLIGATION

- 14.1. Sasfin undertakes to ensure to the best of its ability that the Self-Service Channels are provided to you in a secure and reliable manner. We shall take all reasonable steps to try to prevent harm and loss to you. We take no responsibility in any loss or damage suffered by you, whether it is direct or indirect, due to your use of, inability to use, services and/or the Self-Service Channels. This will not apply where we are found to be negligent.
- 14.2. Sasfin shall not, under any circumstances whatsoever, be held liable for consequential damages, including without limitation, loss of time, loss of production, loss of materials, loss of labour fees, loss of earning or loss of profits, arising, directly or indirectly, due to your use or inability to use the services and/or Self-Service Channel(s).
- 14.3. Sasfin shall not be liable for any loss or damage, unless caused by Sasfin's direct negligence or wilful conduct, for any of the following:
- (1) any loss or damage which you or any other person may suffer due to unauthorised access, distortion, interception and/or monitoring by any person;
  - (2) any loss or damage which you may suffer if you did not take reasonable steps to safeguard your account, access information and/or follow the steps recommended by us;
  - (3) late or delayed transactions;
  - (4) loss or damage due to unauthorised use of a Self-Service Channel, including where you or your authorised user exceeds their authority;
  - (5) a Self-Service Channel not being available, incorrect, late or lack of payment of any instruction;
  - (6) any errors or delays in communication systems or any other circumstances beyond its control.

## 15. FRAUD / SUSPICIOUS ACTIVITIES

- 15.1. When you become aware of fraud or suspected fraud you must immediately tell us. You must also open a case of fraud at your nearest South African Police Services (SAPS) station.
- 15.2. We will investigate any loss that you suffered due to the alleged fraud or suspected fraud. You must co-operate with us and the SAPS with any such investigation. If we have established that you suffered financial loss as a direct result of fraud we will consider reimbursing you your loss in our sole discretion based on our investigation and the circumstances and if we can verify that you were actively using the notification service and monitoring your account when the fraud occurred.

## 16. INTELLECTUAL PROPERTY

- 16.1. The contents of the Self-Service Channels, including trademarks, copyright and patents are owned by Sasfin. You may not, without our prior written consent, at any time and under any circumstances whatsoever, use re-produce, display, reverse engineer, copy or use our intellectual property in any manner or permit the use of our intellectual property. Should such consent be granted, you must use the intellectual property in a manner consistent with any terms and conditions laid out by us.
- 16.2. Our right to our intellectual property is absolute. Accordingly, you may not in any way contest the validity of, or prejudice, any of our rights in and to the intellectual property, including our corporate identity.
- 16.3. Nothing shall be interpreted in our conduct by making the Self-Service Channel available to you for use as granting you a license or right to use our intellectual property.

## 17. CANCELLING THIS AGREEMENT

- 17.1. You can cancel this agreement at any time by notifying us in writing that you would like to cancel this agreement.
- 17.2. We can cancel this agreement at any time or cancel your right to use a Self Service Channel after giving you reasonable notice.
- 17.3. We can cancel this agreement or your right to use a Self-Service Channel at any time and without notice if any of the following happens (remember that these events apply to our and your authorised user):
  - (1) you commit fraud or we suspect you to have done so;
  - (2) we believe that your behaviour was inappropriate or is or suggests misconduct;
  - (3) you breach this agreement;
  - (4) if your account is closed;
  - (5) if we are required by law to cancel;
  - (6) if you do not use a Self-Service Channel for 6 (six) months or more.
- 17.4. If this agreement is cancelled or your right to use a Self-Service Channel is cancelled and you wish to start using the Self-Service Channel again, you will have to re-register on the relevant Self-Service Channel.
- 17.5. All your instructions received by us before the agreement ends will be carried out provided they do not need to be carried out after the cancellation date. If this agreement is cancelled, you will still be responsible for all transactions, instructions and fees.
- 17.6. **Please Note:** *cancelling this agreement does not mean that any scheduled payments or recurring services will be cancelled. You are responsible for ensuring that the scheduled payments or recurring services are also cancelled.*

## 18. COMMUNICATIONS

- 18.1. All communications on the Self-Service Channel(s) will be considered to be sent at the time shown on the communication or according to our transmission record.



- 18.2. In any dispute, our records provided by an employee, director or manager of Sasfin, will be sufficient proof of any instruction from you to us or of a transaction done by you including the content, the service(s) or product(s), unless you can prove otherwise.
- 18.3. We may monitor and record communications or traffic on any Self-Service Channel. This is done for security purposes and to maintain the proper functioning and safety of our systems and the Self-Service Channels, or to investigate or detect unauthorised use of or access to a Self-Service Channel, or when the law requires us to do so.
- 18.4. For telephone banking customers, for your protection and ours, all conversations are recorded. These recordings act as proof of your instruction to us, unless you can show otherwise. By using the Self-Service Channel, you consent to such monitoring and recording.

## 19. CHANGES TO THIS AGREEMENT

- 19.1. We have the right to change these Self-Service Ts&Cs or add new terms and conditions relating to the Self-Service Channels or any other services and/or products of Sasfin. You will be notified of all changes. The use of a Self-Service Channel after notice to you of the changes will be considered to be your acceptance of any changes.
- 19.2. If you do not agree to the changes, you may cancel your agreement with us for the relevant Self-Service Channel or the relevant product(s) or service(s) within 7 (seven) days of receiving a notice of any change. If we do not receive a notice from you of your intention to cancel a Self-Service Channel or product(s) or service(s), we will regard this as your acceptance of the new terms and conditions and the changes relating to them.

## 20. COSTS

If we need to take any legal action against you for breach of these Self-Service Ts&Cs or failing to pay us any fees, you will be liable for all legal costs which may include legal costs on an attorney and own client scale, collection and tracing fees and value-added tax, where applicable, which we may incur in recovering or attempting to recover money which you owe to us.

## 21. GENERAL

- 21.1. You warrant that you have the necessary legal capacity and authority to enter into and be bound by these Self-Service Ts&Cs.
- 21.2. You acknowledge and agree that by using the Self-Service Channel(s) you are considered to have read and understood these Self-Service Ts&Cs and all other applicable terms and conditions that apply to you. You warrant that you have accepted such terms and conditions and will abide by them.