

Please read these General T&Cs carefully as these General T&Cs set out the rights and obligations between You and Sasfin. If You do not understand any part of these General T&Cs, please contact Sasfin. **Please pay special attention to all text in bold.**

## 1. DEFINITIONS

- 1.1. **"Account"** means the account held by You at Sasfin;
- 1.2. **"Applicable Laws"** means, in relation to a Party:
  - 1.2.1. all and any statutes and subordinate legislation and common law;
  - 1.2.2. regulations;
  - 1.2.3. ordinances and by-laws; and
  - 1.2.4. directives, codes of practice, rules, circulars, guidance notices, judgments and decisions of any competent authority or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and any replacement or amendment thereof and other similar provisions, from time to time, compliance with which is mandatory for that Party;
- 1.3. **"Authorised User"** means any person You appoint to use Your Account or Card on Your behalf;
- 1.4. **"Business Day"** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
- 1.5. **"Card"** means a card or a device which stores a digital version of a card, issued by Sasfin to You, for usage by You;
- 1.6. **"General T&Cs"** means these terms and conditions which govern the agreement between You and Sasfin regarding any products and/or services which Sasfin provides to You;
- 1.7. **"Party"** means a party to these General T&Cs, being You or Sasfin;
- 1.8. **"Personal Information"** means personal information as defined in POPIA;
- 1.9. **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013;
- 1.10. **"Sasfin" / "We" / "Us"** means Sasfin Bank Limited (registration number 1951/002880/06), an authorised financial services provider (FSP23833) and a registered credit provider (NCRCP22) and includes any successor-in-title;
- 1.11. **"Transaction"** means a transaction on Your Account including, without limiting the generality of the foregoing, a deposit or withdrawal, a purchase, cash transaction, a refund, a debit order or a reversal of payment but excludes charges of fees and interest; and
- 1.12. **"You" / "Your"** means the Account holder.

## 2. APPLICATION OF GENERAL TERMS AND CONDITIONS

- 2.1. These General T&Cs apply as an agreement between You and Sasfin to the extent that Sasfin provides any transactional banking products or services to You.
- 2.2. These General T&Cs set out the general terms and conditions that govern Our relationship with You.
- 2.3. Sasfin offers a suite of products and services. These products and services and the manner in which You transact on Your Account and Your Card are subject to their own terms and conditions. You must comply with those terms and conditions. Accordingly, these General T&Cs must be read together with, to the extent applicable, the Online and Mobile Banking T&Cs, the Transactional Banking T&Cs, the Card T&Cs and any other terms and conditions relating to Sasfin's products and services that are applicable to You.
- 2.4. To the extent that there is a conflict between these General T&Cs and any specific T&Cs, the specific T&Cs will take preference.

## 3. FEES AND CHARGES

beyond a bank

- 3.1. You agree to pay Our fees and charges for all relevant products and services as set out in Our pricing guide.
- 3.2. You agree that We may debit Your Account with the amount of the fees and charges payable by You to Us immediately when the fees and charges are incurred.
- 3.3. We may apply and allocate any balances towards any monies owed to Us.
- 3.4. We may increase the fees from time to time. We will notify You of any changes to the fees.
- 3.5. If You do not agree with the changes to the fees, You may cancel the relevant product or service to which the new fees apply within 30 (thirty) days of receiving notice of the change. If We do not receive a notice from You to cancel the relevant product or service to which the new fees apply, You will be deemed to have accepted of the new fees.
- 3.6. The pricing is available on Our website at <https://www.sasfin.com/bank/business-banking/transactional-banking>.
- 3.7. For more information on Sasfin's fees, please refer to the pricing or contact Our Client Relationship Centre on the details below.

#### 4. STATEMENTS

- 4.1. We will make available to You your statement of Your Account on a monthly basis. A fee may be charged if You require additional statements. The relevant fees are available on Our Website at <https://www.sasfin.com/bank/business-banking/transactional-banking>.
- 4.2. You may download Account statements from the B\\YOND internet banking platform.
- 4.3. You may request statements from Us by contacting Our Client Relationship Centre on the details below. If You request a statement from Our Client Relationship Centre, a fee may be charged. The pricing is set out on <https://www.sasfin.com/bank/business-banking/transactional-banking>.
- 4.4. Statements will show all Transactions on Your Account including Your Card Transactions for the period shown on the statement.
- 4.5. You must review each statement as soon as You have received it and check every entry carefully.
- 4.6. If You notice any errors or unauthorised Transactions, You must contact Us immediately so that We may investigate the matter. If You do not contact Us regarding any errors or unauthorised Transactions, We will assume that all Transactions are correct and authorised by You.
- 4.7. We will email you an IT3(b) certificate after the end of each tax year. If you have registered for B\\YOND internet banking, you may also download your IT3(b) certificate from the B\\YOND site.

#### 5. AUTHORISED USERS

- 5.1. In order to allow Authorised Users to access and transact on Your Account(s), You will need to complete the necessary forms. Once We receive the completed forms, You consent to allowing the Authorised User to have access to Your Account and transact on Your Account.
- 5.2. You must ensure that the details provided to Us for the Authorised User is correct. We will rely on information provided by You about Your Authorised User and are not obliged to verify any such information. We will deem that any actions of the Authorised User are Your actions. You hereby indemnify and hold Us harmless for any loss or 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.
- 5.3. You understand that by giving authority to Your Authorised User, Your Authorised User may access and transact on Your Account and may use any Online or Mobile Channel available to You.
- 5.4. You will be liable for payment of all Transactions conducted by Your Authorised User, including Our fees and charges, overdrawn amounts and any interest applicable.
- 5.5. You must ensure that Your Authorised User is aware of these General T&Cs and all other terms and conditions that apply to Sasfin's products, services and Online or Mobile Channels.
- 5.6. You warrant that any person who becomes Your Authorised User will be made aware of these General T&Cs. You shall be liable for any loss or damage suffered by Sasfin as a result of any act or omission by Your Authorised User.
- 5.7. You may restrict Your Authorised User's access to Your Account or set limits for Your Authorised User on Your Account. You may change or cancel the rights of, or restrictions that apply to, Your Authorised User at any time either by giving notice to Sasfin or, in certain circumstance, by logging onto Your B\\YOND internet

banking profile. Any cancellation to an Authorised User's access rights to Your Account will only be effective after We send confirmation of the changed or cancelled rights. You will be responsible for all Transactions performed by the Authorised User before the change or cancellation becomes effective, including future-dated payments.

- 5.8. Any Card given to the Authorised User to transact on Your behalf must be destroyed after it has expired or has been cancelled. For Your security, You must cancel the Authorised User's access by contacting Sasfin's Customer Service.

#### 6. EXCHANGE CONTROL REQUIREMENTS

- 6.1. You must comply with the exchange control laws and regulations and requirements and restrictions that apply to You, as well as those that apply to Your Card and Your Account as set out by the South African Reserve Bank or otherwise. These include the rules that govern payments to and from Your Account.
- 6.2. When funds are deposited or transferred into any of Your Accounts, the following must be complied with:
- 6.2.1. the funds must be converted into South African Rands;
  - 6.2.2. the funds may be deposited into a Non-Resident Account if the funds were withdrawn from such Non-Resident Account; and
  - 6.2.3. the funds are received from South African residents in accordance with the exchange control regulations and Applicable Laws.

#### 7. YOUR PERSONAL INFORMATION

- 7.1. You hereby consent to Sasfin processing Your Personal Information in accordance with POPIA for the purposes of considering Your application and, if approved, fulfilling Our contractual obligations.
- 7.2. 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 notice](#), which forms part of these General T&Cs. Where We make use of third-party technology service providers, We undertake to ensure that they will adhere to Our privacy policies.
- 7.3. We will treat Your Personal Information as confidential and will take reasonable steps to protect Your Personal Information.
- 7.4. You acknowledge that Sasfin shall disclose Your Personal Information if:
- 7.4.1 the law requires Us to do so;
  - 7.4.2 it is in the public interest to do so;
  - 7.4.3 our interests require disclosure of Your Personal Information; or
  - 7.4.4 disclosure is made at Your request or You have given Us consent.
- 7.5. When We consider Your application for any Sasfin products and services or in order for Us to maintain Our relationship with You or if the law requires it, You agree that We may obtain Your Personal Information from third parties, which may include credit bureau or government agencies and We may disclose some of Your Personal Information to these third parties to verify or obtain information We need in order to consider Your application. We will not disclose more information than necessary for these purposes.
- 7.6. You hereby consent to Sasfin's use of automated decision processes to facilitate the generation of credit score cards for the purposes of determining Your creditworthiness and agree that We may retain and utilise records of information pertinent to Your ongoing creditworthiness.
- 7.7. We hereby notify You that in order for Us to provide products and services to You, Your Personal Information

will need to be verified and/or disclosed to third parties. You hereby agree to the disclosure of Your Personal Information necessary for Sasfin to provide products and services to You.

- 7.8. You may opt-out of receiving marketing material at any time by contacting Sasfin's Client Relationship Centre on the details below.
- 7.9. You acknowledge that Sasfin may be required to transfer Your Personal Information within the Republic of South Africa and to locations outside of the Republic of South Africa for the purposes of these General T&Cs, including, without limitation, by way of sharing of the Personal Information with third party service providers. To the extent applicable, You provide Your consent thereto.
- 7.10. We will at all times comply with any Applicable Laws when disclosing Your Personal Information.
- 7.11. You have the right to access Your Personal Information as held by Sasfin which access shall be granted during office hours within a reasonable time after receiving a written request for access.

## 8. COMMUNICATIONS

- 8.1. We may communicate with You by email, telephone or post. Alternatively, We may post a notice on [www.sasfin.com](http://www.sasfin.com) or on the B\\YOND internet banking platform (if applicable).
  - 8.2. Where We communicate with You by email, telephone or post, We will communicate with You via the address or contact details We have on record for You, such as postal address, street address, email address, telephone or mobile. We may also communicate with You using Our website, Our Online or Mobile banking channels or by means of publication or advertisement in the media. If any of Your contact details, including Your address, change, You must contact Us immediately to give us Your new contact details. You may change Your contact details and address by contacting the Client Relationship Centre on the details below. You may also request changes to certain of Your details on the B\\YOND internet banking platform. If You need to change Your street address, We will need proof of Your new address.
  - 8.3. If You have chosen to receive notices by post, all notices will be sent to the last street address We have on record for You, unless You choose another address for serving notices as Your domicile.
  - 8.4. You must communicate to Us either by phoning or emailing Our Client Relationship Centre or by phoning or emailing Your relationship consultant (if applicable).
  - 8.5. Any notice which needs to be given to Us must be given in writing by emailing Our Client Relationship Centre.
  - 8.6. All calls to Our Client Relationship Centre are recorded. When You call Our Client Relationship Centre, You will be required to confirm Your identity by answering a few security questions. Only once We are satisfied that Your identity has been confirmed, will We proceed to assist You.
  - 8.7. You acknowledge that from time to time, You may request Sasfin to act on an instruction from You sent by email, telephone or otherwise. In such instance, You provide Us with the following warranties. You understand and agree that:
    - 8.7.1 Sasfin will not verify the authenticity of any instruction received from You;
    - 8.7.2 all instructions which purport to emanate from You shall be deemed to be given to Sasfin by You irrespective of the manner in which the instruction was received, which may include as a result of any malfunction of equipment, distortion of communication links and the like, whether the instruction was intended to be sent or not;
    - 8.7.3 You will implement and adhere to any procedures and/or restrictions imposed by Sasfin from time to time regarding the sending of any such instructions to Sasfin.
  - 8.8. Sasfin will not be obliged to act on any communication or purported communication from You if Sasfin has doubt about the authenticity or veracity of the instruction or if the communication could result in the breach of any limits or the terms of any agreement.
  - 8.9. You waive all rights You may have or obtain against Sasfin arising directly or indirectly from any and all losses or damages which You may suffer as a result of Sasfin acting on Your instruction. You indemnify and hold Sasfin harmless against any claims, demands and actions made against Sasfin, or losses or damages suffered by Sasfin, arising as a result of Sasfin acting on Your instruction.
- ## 9. DOMICILIUM
- 9.1. We choose Our domicile at 140 West Street, Sandown, Sandton, 2196.
  - 9.2. Any communication We send to You will be considered to be received by You:

- 9.2.1 if sent by post, on the 8th (eighth) Business Day from the date of posting;
- 9.2.2 if sent electronically (by, inter alia, email, SMS or through an online or mobile banking channel), on the first Business Day following the successful transmission of the communication as evidenced by electronic confirmation of receipt; and
- 9.2.3 if posted on Our website, on the date the communication was published.

## 10. CHANGES TO THESE GENERAL T&Cs OR ANY OTHER T&Cs

- 10.1. We have the right to change these General T&Cs or add new terms and conditions, new products or services or change the terms and conditions that apply to any products or services or change any terms and conditions that apply to You, Your Account and/or the way You access Your Account. Further, we have the right to withdraw any products or services, subject to reasonable notice. You will be notified where there have been material changes or where there are new terms and conditions.
- 10.2. If You do not agree to the changes, You may cancel Your agreement with us for the relevant Account within 7 (seven) business days of receiving a notice of any change. If We do not receive a notice from You of Your intention to cancel the relevant General T&Cs, You will be deemed to have accepted the changes or new terms and conditions.
- 10.3. Your access to Your Accounts and transacting on Your Account after notice to You of the changes will be considered to be Your acceptance of any changes.

## 11. INDEMNITY

- 11.1. **You hereby indemnify and hold Sasfin harmless against any claim, loss, expense or damage of whatsoever nature and howsoever arising, which may include legal costs (on an attorney and own client scale), or charges incurred in respect of proceedings against You, as a result of, inter alia:**
  - 11.1.1. Your breach of these General T&Cs or any other terms and conditions relating to Sasfin's products and services that are applicable to You;
  - 11.1.2. Your use of the Card, Your use of the Account, or Your use of any Online or Mobile Channel;
  - 11.1.3. any claim by a third party against Sasfin;
  - 11.1.4. Your negligence or any act or omission by You;
  - 11.1.5. You providing incorrect or misleading information or misrepresenting Your information or Your financial status and circumstances;
  - 11.1.6. the failure or malfunction of a merchant's terminal or device used for cards for purchases or Transactions;
  - 11.1.7. the failure or malfunction of an ATM; or
  - 11.1.8. a merchant not accepting Your Card or Sasfin rejecting a Transaction.
- 11.2. **You are responsible and liable for any losses resulting from the use of any of Sasfin's products and services, including, inter alia, Your Account and/or Card, by any unauthorised person. You hereby indemnify Sasfin against any losses suffered by You in this regard.**

## 12. CANCELLING THIS AGREEMENT

- 12.1. You may terminate our agreement which these General T&Cs govern at any time by notifying Us in writing that You would like to terminate these General T&Cs. Such cancellation will only be effective once Sasfin has ensured that all Transactions are settled and there is no amount owing to Sasfin on Your Account.
- 12.2. We may terminate our agreement which these General T&Cs govern at any time after giving You reasonable notice.
- 12.3. We may terminate our agreement which these General T&Cs govern at any time and on reasonable notice (unless required otherwise by Applicable Laws) if any of the following happens (these events apply to You or Your Authorised User):
  - 12.3.1. You commit fraud or We suspect You have done so;
  - 12.3.2. We believe that Your behaviour was inappropriate or suggests misconduct;
  - 12.3.3. You breach these General T&Cs;



- 12.3.4. Your Account is closed;
- 12.3.5. We are required by law to cancel;
- 12.3.6. any representation, warranty or assurance You made or gave in connection with the application for the Account or any information or documentation You supplied is, in Sasfin's opinion, materially incorrect or changes; or
- 12.3.7. Your risk profile no longer justifies the continuation of the banking relationship.
- 12.4. If these General T&Cs terminate, Your Account will be closed and Your right to use or access Your Account will be terminated.
- 12.5. All Your instructions received by Us before these General T&Cs terminate will be carried out provided such instructions do not need to be carried out after the cancellation date. If these General T&Cs terminate, You will still be responsible for all Transactions, instructions and fees.
- 12.6. **The termination of any agreement with Us does not affect any obligation that states that such obligation will continue to operate even after the cancellation of any such agreement. Further, the termination of any agreement with Us does not affect those obligations which of necessity must continue even if the clauses recording those obligations do not specifically provide for this. You are responsible for ensuring that the scheduled payments or recurring services are cancelled.**

### **13. GOVERNING LAW**

These General T&Cs and any other agreement between You and Sasfin are governed by and interpreted in accordance with the laws of the Republic of South Africa.

### **14. JURISDICTION AND COSTS**

- 14.1. You agree that should the need arise, We may take legal action against You for any cause arising out of these General T&Cs or any other agreement between You and Sasfin in the Magistrates Court, even if the amount of the claim exceeds the jurisdiction of the Magistrates Court.
- 14.2. If We need to take any legal action against You for breach of these General T&Cs or any applicable terms and conditions, or for 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.

### **15. GENERAL**

- 15.1. You warrant that You have the necessary legal capacity and authority to enter into and be bound by these General T&Cs.
- 15.2. To the extent allowed by law, Sasfin will not be bound by any express or implied term, representation, warranty, promise or the like not recorded in the terms and conditions applicable to You or otherwise recorded in writing and notified to You.
- 15.3. A certificate signed by any director or manager of Sasfin, whose authority does not need to be proved, shall be proof, on the face of it, of any matter relating to these General T&Cs and any other terms and conditions, any amount payable by You to Sasfin and the fact that same is due and payable for all purposes.
- 15.4. You may not cede, assign, pledge or otherwise transfer Your rights or obligations to any other person (other than an Authorised User, the details of which You have given Us) without Our prior written consent.
- 15.5. Each clause is severable from the other clauses in these General T&Cs. If a clause is invalid, illegal or unenforceable, that clause will be severed from the rest of the General T&Cs. The other General T&Cs will remain valid, legal and enforceable and will apply to You.
- 15.6. If We allow You extra time or leniency to comply with these General T&Cs or Your obligations to Sasfin or if We decide not to enforce Our rights for any one thing, it does not mean that those obligations do not apply to You or that We have abandoned or waived any of those rights. We will always be able to enforce Our rights or any obligation of Yours at any time.
- 15.7. When dates need to be calculated, the number of Business Days shall be calculated by excluding the first Business Day and including the last Business Day.
- 15.8. These General T&Cs are governed by the laws of the Republic of South Africa.

## Terms and Conditions General

- 15.9. Sasfin shall not, under any circumstances, be liable for consequential damages which may include, inter alia, loss of time, loss of production, loss of materials or loss of earnings or profits, arising directly or indirectly from or in connection with these General T&Cs.
- 15.10. The headings to clauses are added for reference purposes only and do not affect the interpretation of these General T&Cs or any terms and conditions.
- 15.11. Unless the context clearly indicates otherwise, words suggesting the singular includes the plural, words suggesting one gender include the other genders and words suggesting natural persons include created entities (such as companies) and vice versa.
- 15.12. These General T&Cs shall apply to all other products, services, access mechanisms and offerings of Sasfin to the extent that they are applicable.
- 15.13. A reference to You shall include Your executor, administrator, substitute-in-title, successor and permitted assign, liquidator, business rescue practitioner, cessionary and the like.
- 15.14. The rule of construction that the agreement will be interpreted against the party drafting or preparing the document shall not apply.
- 15.15. No waiver of Our rights will be of any force unless it is recorded in writing and signed by Us.
- 15.16. You must immediately notify Us, in writing, if You become insolvent, if You become subject to an administration order, if You are sequestered or liquidated, whether provisionally or finally or if a resolution is passed in this regard, if you are placed under business rescue or if a resolution is passed to place You under Business Rescue. If any such event happens and We receive dividends or payment from a trustee, business rescue practitioner or liquidator or from security held by Us, this does not prejudice Our right to recover the remaining amount owing by You to Us.
- 15.17. If You become legally incompetent or if You are deceased, the full amount You owe to Us will become immediately due and payable and access to and the ability to transact on Your Account will be suspended.
- 15.18. In the case of fraud, suspected fraud or in the instance that the law requires Us to do so, We can freeze or close Your Account or stop a product or service being available to You without notice to You. If Your Account is frozen, closed or a product or service is stopped, there will be a hold on all Transactions in Your Account and You will not be able to access Your Account or receive, withdraw or transfer funds from Your Account.
- 15.19. We may set off any amounts that You owe to Us against any amount We hold in credit in any of Your Accounts. To the extent permitted by law, We reserve Our right to combine the amounts You owe to Us and either set off the amounts against the amount held to the credit of Your Account or claim the amount from You.

### 16. FINANCIAL SERVICES DISCLOSURE

- 16.1. Sasfin is authorised to render advice and recommend financial products in respect of the Category 1 product types listed below:

<b>Category Description</b>	<b>Advice Non-automated</b>	<b>Intermediary Other</b>
CATEGORY I		
Money market instruments	X	X
Derivative instruments	X	X
Long-term Deposits	X	X
Short-term Deposits	X	X

## Terms and Conditions General

- 16.2. We hold professional indemnity insurance.
- 16.3. **It is not Our practice to charge an entry or upfront commission. We do, however, reserve the right to charge You a fee for maintaining Your business with us.**
- 16.4. Should You wish to pursue a complaint against an authorised Key Individual or Representative of Sasfin, You should address Your complaint in writing to [BCB-Compliance-Escalation@sasfin.com](mailto:BCB-Compliance-Escalation@sasfin.com). If We cannot settle Your complaint, You are entitled to refer Your complaint to the relevant Ombud. The Ombud has been created to provide You with a redress mechanism for any inappropriate financial advice that may have been given to You.
- 16.5. Contact details of the FAIS Ombud:  
Postal: P.O. Box 41, Menlyn Park, 0063  
Physical address: Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010  
Tel: +27 (0) 12 762 5000  
Sharecall: 086 066 3274  
E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)
- 16.6. **The Ombud complaint process and a complaint registration form is available on the Ombud's Website on [www.faisombud.co.za](http://www.faisombud.co.za)**
- 16.7. Contact details of the National Financial Ombudsman Scheme South Africa are as follows:  
Physical address: 110 Oxford Road, Houghton Estate, Johannesburg, 2198  
6<sup>th</sup> floor, Claremont Central Building, 6 Vineyard Road, Claremont, Cape Town, 7700  
Tel: 0860 800 900  
WhatsApp: +27 66 473 0157  
Email: [info@nfosa.co.za](mailto:info@nfosa.co.za)
- 16.8. We will protect Your Personal Information as set out in Our privacy policy and the General T&Cs. As an "Accountable Institution" under Schedule 1 of the Financial Intelligence Centre Act, No. 38 of 2001, We are obligated to report suspicious and unusual transactions that may facilitate money laundering to the authorities.

### 17. THE CORPORATION FOR DEPOSIT INSURANCE ("CODI")

As a registered bank, Sasfin is a member of the Corporation for Deposit Insurance (CODI) and, as such, Our Clients obtain deposit insurance protection in certain circumstances. Where a product qualifies for protection under CODI, and where You are a qualifying depositor, Your deposit will be protected up to a certain limit as determined by the South African Reserve Bank.

### 18. SASFIN'S CONTACT DETAILS

- 18.1. Sasfin's Client Relationship Centre may be contacted by:  
Calling: 080 23 23 23 6 (24 hours); or  
Email: [customerservice@sasfin.com](mailto:customerservice@sasfin.com)
- 18.2. For compliments or complaints, please email [customercare@sasfin.com](mailto:customercare@sasfin.com)