

1. DEFINITIONS

- 1.1 “**Account**” means the account held at Sasfin by the Client;
- 1.2 “**Client**” / “**I**” / “**We**” means the Account holder;
- 1.3 “**Data Provider**” means Sasfin;
- 1.4 “**Data Recipient**” means Xero Limited;
- 1.5 “**Information**” means all information including but not limited to Account balances and transaction details for the Account, furnished by the Data Provider to the Data Recipient;
- 1.6 “**Sasfin**” means Sasfin Bank Limited (registration number 1951/002880/06), an authorised financial services provider (FSP No. 23833) and a registered credit provider (NCRCP22) and includes any successor-in-title.

2. AUTHORISATION

- 2.1 I/We in my personal capacity or as an authorised representative of the Client authorise the Data Provider to disclose the Information by electronic file transfer or API to the Data Recipient.
- 2.2 The Data Provider will send the Information to the Data Recipient at the frequency agreed to between the Data Provider and the Data Recipient, being daily. The Account balance set out will be the balance at the date and time the Information is transmitted by the Data Provider to the Data Recipient.
- 2.3 The Client requests and authorises the Data Provider to release the Information to the Data Recipient daily, subject to the agreement between the Data Provider and the Data Recipient.
- 2.4 The Information will be disclosed by the Data Provider to the Data Recipient by means of electronic transmission. The Client accepts and acknowledges that electronic services are subject to interruption or breakdown for a variety of reasons and the Data Recipient will not be liable for any damage, loss or costs (including legal costs) caused by such interruption or breakdown.
- 2.5 The Client acknowledges and agrees that, to the maximum extent permitted by law, the Data Provider will not be liable in contract, delict (including negligence) or otherwise for any damage, loss, costs (including legal costs), expense, claim, proceeding or liability of whatsoever nature to the Client or any other person caused or arising out of any act or omission by the Data Provider or the Data Recipient in relation to this Authority. The Client hereby indemnifies and holds the Data Provider harmless against any damage, loss, costs (including legal costs), expense, claim, proceeding or liability of whatsoever nature, other than arising from gross negligence or fraud by the Data Provider, which the Data Provider may suffer or incur as a result of the Data Provider or Data Recipient acting on the Client’s instructions set out in this Authority.

3. TRANSFER OF INFORMATION OFFSHORE

- 3.1 The Client consents to the Data Provider transferring the Information to the Data Recipient, which is an offshore entity.
- 3.2 The Client indemnifies the Data Provider against any damage, loss, costs (including legal costs), expense, claim, proceeding or liability of whatsoever nature which may arise as a result of the Client’s engagement with the Data Recipient.
- 3.3 This Authority will continue in full force and effect until the Data Provider receives notice in writing from the Client cancelling it.

beyond a bank