

Please read these Online and Mobile Banking T&Cs carefully as these Online and Mobile Banking T&Cs set out the rights and obligations between You and Sasfin. If You do not understand any part of these Online and Mobile Banking 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 Online and Mobile Banking on Your behalf;
- 1.4. **"Online and Mobile Channel"** means Sasfin's non-card-based banking which includes online banking and mobile banking;
- 1.5. **"Online and Mobile Banking T&Cs"** means these Online and Mobile Banking Terms and Conditions;
- 1.6. **"Party"** means a party to these Online and Mobile T&Cs, being You or Sasfin;
- 1.7. **"Sasfin" / "We" / "Us" / "Our"** 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; and
- 1.8. **"You" / "Your"** means the Account holder and its Authorised User(s).

## 2. APPLICATION OF THESE ONLINE AND MOBILE BANKING T&Cs

- 2.1. These Online and Mobile Banking T&Cs apply to You if You use any Online and Mobile Channel. These Online and Mobile Banking T&Cs also apply to any Authorised User.
- 2.2. These Online and Mobile Banking T&Cs set out the agreement between You and Sasfin for Your use, access and ability to transact on an Online and Mobile Channel.
- 2.3. These Online and Mobile Banking T&Cs must be read together with the General T&Cs.
- 2.4. Certain products and services that We may make available to You may be made available to You through an Online and Mobile Channel. Such products and services may have their own terms and conditions. These Online and Mobile Banking T&Cs must be read together with such terms and conditions.
- 2.5. If there is a conflict between these Online and Mobile Banking T&Cs and any product or services T&Cs, the product and services T&Cs will apply. If the conflict relates to the use of an Online and Mobile Channel, these Online and Mobile Banking T&Cs will apply. If there is a conflict between these Online and Mobile Banking T&Cs and the General T&Cs, these Online and Mobile Banking T&Cs will apply.
- 2.6. Before You use any Online and Mobile Banking channel, You must register on the relevant Online and Mobile Channel. Refer to [www.sasfin.com](http://www.sasfin.com) or contact Our Client Relationship Centre for more information on how to register.
- 2.7. These Online and Mobile Banking T&Cs apply when any of the following occurs:
  - 2.7.1. You register to use any Online or Mobile Channel;
  - 2.7.2. You get access to use any Online or Mobile Channel or download software that enables You to access any Online or Mobile Channel; or
  - 2.7.3. You use an Online or Mobile Channel.
- 2.8. By registering on an Online or Mobile Channel, You will be allowed to access Your Account and transact

beyond a bank

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 Online and Mobile Channel.
- 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 have an active account with a mobile network provider and activate mobile banking on your mobile device.
- 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 successfully use any Online and Mobile Channel.
- 3.5. Failure to use the recommended hardware or software may result in an Online and Mobile Channel not being available or not operating properly and may also expose You to greater security risk. Sasfin will 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 an Online or Mobile 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, inter alia, the following events:
  - 3.7.1. malfunction or defect on the hardware and/or software, which may include the internet, used by You to access the Online and Mobile Channel;
  - 3.7.2. 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 prompted to create Your own username and password. This will be Your access information whenever You want to login to the Online or Mobile Channel. The Mobile Channel may require a personal identification number (PIN) or identification by means of biometrics.
- 3.9. After You successfully login to an Online and Mobile Channel, We will treat any instructions and/or transactions as valid, authentic and legally binding on You.
- 3.10. We will act on and accept all instructions and/or transactions done as if done by You or Your Authorised User even if the instruction and/or transaction occurred without Your knowledge, consent or authority.
- 3.11. 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.
- 3.12. Once You have successfully logged into any Online or Mobile 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.
- 3.13. You are not permitted to access any Online or Mobile Channel using someone else's access information or personal information.
- 3.14. 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.

### 4. PROTECTING YOUR ACCESS INFORMATION

- 4.1. You must keep Your access information secret and You may not allow anybody to use Your access information. Sasfin will never ask You to give Your access information in any communication, including over the telephone. You must never give or show any person, including an employee or representative of Sasfin, Your access information.
- 4.2. You must take all reasonable precautions to prevent unauthorised access to Your Account and to prevent access to an Online or Mobile Channel using Your access information. We recommend the use of Our

notification service which allows You to monitor all transactions on Your Account. If You receive a communication which You believe may be suspicious, call or send an email to Sasfin's Client Relationship Centre. Your email must include Your name and contact details for Us to contact You. **Sasfin will not be held liable for any loss You incur by You responding to any cyber-attacks.**

- 4.3. For Your security, You must not keep Your access information together with Your cards or banking documents. For example, do not store Your PIN or any other access information on or with Your mobile or computer. We recommend that You memorise Your access information.
- 4.4. You play an important role in protecting Yourself against fraud. You must follow security tips of which We may notify You from time to time. You must log off from the relevant Online or Mobile Channel when You have finished transacting. We recommend that You do not use internet cafes or other public communication facilities to access an Online or Mobile Channel.
- 4.5. If You suspect or know that Your access information or the device which You use to access an Online or Mobile Channel has been lost or stolen or may be used without Your permission, You must immediately call Our Client Relationship Centre to notify Us to cancel Your access information. You will need to reset Your access information in order to resume sending Us instructions or resume transacting on an Online or Mobile Channel.
- 4.6. From the date of cancellation of Your access information, no transactions will be processed and You will not be able to access Your Account. 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. **While We will use Our reasonable endeavours to stop or reverse instructions and/or transactions received but not yet processed, We do not guarantee that We will be able to do so. We will not be held liable for any loss incurred by You due to Us failing to stop or reverse instructions and/or transactions received but not yet processed.**
- 4.7. 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.
- 4.8. We may block Your access to any Online or Mobile Channel at any time in order 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. MARKETING

- 5.1. Certain products and services may be made available to You on the Online or Mobile Channels. All material provided to You on any Online and Mobile Channel is for information purposes only and is an invitation for You to increase or enhance Your products and services with Us. Nothing in the Online and Mobile Channel is given as advice or constitutes an offer for You to buy or sell something or to enter into any transaction.
- 5.2. Should You wish to take up any product or service made available to You on an Online or Mobile Channel, You must follow the instructions for the specific product or service. Alternatively, You may contact Us for further information.
- 5.3. You agree that We may send You information about the Online and Mobile Channels or these Online and Mobile Banking T&Cs by any means, which may include publishing a notice on the Online or Mobile Channel or by electronic means such as SMS or email.

## 6. MAINTENANCE

At certain times, some or all Online and Mobile Channels may not be available due to routine maintenance or repairs or because of technical failure or problems or due to circumstances beyond Our control, such as electricity outages or the unavailability of any telecommunication network. We are unable to undertake that we will be able to give You prior notice of any interruptions but We will use Our reasonable endeavours to do so.

## 7. ONLINE AND MOBILE CHANNELS

- 7.1. Online and Mobile Channels and/or services provided on any Online or Mobile Channel may be stopped or suspended (temporarily or permanently) at any time by Us for any reason, which includes, inter alia:
  - 7.1.1. Your Use of an Online or Mobile Channel contrary to these Online and Mobile Banking T&Cs;
  - 7.1.2. We believe or suspect that Your use of or access to an Online or Mobile Channel is negligent, illegal or fraudulent;
  - 7.1.3. We believe that the security of the Online or Mobile Channel may be compromised.
- 7.2. Should We stop making an Online or Mobile Channel or product or service available, We will notify You of this within a reasonable time.
- 7.3. Sasfin may notify You of guidelines relating to any Online or Mobile Channel to ensure that the Online or Mobile Channel works correctly. You must familiarise Yourself with these guidelines as it will assist You to properly use the Online and Mobile Channel.

## 8. THIRD PARTY

- 8.1. We may allow third party websites, content, products and/or services of third parties (collectively “**Third Party Content**”) to be provided to You on an Online and Mobile 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. Such terms and conditions will constitute an agreement between You and the relevant third party. Such agreement with the third party does not affect Your obligations to Us in terms of these Online and Mobile Banking T&Cs.
- 8.2. 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. 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.
- 8.3. From time to time, We may make third party software or applications available for You to download via the Online or Mobile Channel. If You choose to download such software or applications, You do so at Your own risk and You will be bound by any license terms associated with such software or application. We give no express or implied warranty about the software or application. You hereby indemnify Us and hold Us harmless against any loss or damage You may suffer or cause as a result of You downloading the software or application or if You breach the license conditions.

## 9. SASFIN'S OBLIGATIONS AND REQUIREMENTS

- 9.1. Sasfin undertakes to use its reasonable endeavours to ensure that the Online and Mobile Channels are provided to You in a secure and reliable manner. We take no responsibility for any loss or damage suffered by You, whether it is direct or indirect, due to Your use of, or inability to use, the Online or Mobile Channels.
- 9.2. When You use any Online or Mobile Channel, You must always adhere to the following requirements:
  - 9.2.1 protect the access information used to access Your Online or Mobile profile from any other party and never disclose the access information to anyone;
  - 9.2.2 run the latest anti-malware software that is compatible with Your device and the Online and Mobile Channel and which is designed to keep Your Online and Mobile profile secure;
  - 9.2.3 be vigilant and protect against any potential fraud that may happen on Your profile; and
  - 9.2.4 logout from the Online or Mobile Channel in the prescribed manner. Failure to logout may result in unauthorised transactions.
- 9.3. **Sasfin will not be held liable for any loss or damage caused to You or any third party as a result of the unauthorised use of Your Account, unless such loss or damage was caused by Sasfin's gross negligence or willful misconduct.**
- 9.4. **Sasfin will not be liable for any loss or damage caused to You or any third party as a result of the**

**following, unless such loss or damage was caused by Sasfin's gross negligence or willful misconduct:**

- 9.4.1 **unauthorised access to your Account, distortion, interception and/or monitoring by any person;**
- 9.4.2 **Your failure to take reasonable steps to safeguard Your Account, access information and/or following the steps recommended by Us;**
- 9.4.3 **late or delayed transactions;**
- 9.4.4 **unauthorised use of an Online or Mobile Channel by any person;**
- 9.4.5 **unauthorised use of an Online or Mobile Channel where You or Your Authorised User exceeds their authority;**
- 9.4.6 **an Online or Mobile Channel not being available or being incorrect or late or lack of payment of any instruction;**
- 9.4.7 **Your use or inability to use the Online or Mobile Channel; or**
- 9.4.8 **any errors or delays in communication systems or any other circumstances beyond Our control.**
- 9.5. **Sasfin will not be liable in any way if You do not take reasonable precautions to prevent unauthorised use of the Online and Mobile Channel. Specifically, but without limitation, Sasfin will not be liable in any way if You use any access information in a public place or in any other unsecured environment in such a manner that the confidentiality and secrecy of the access information is compromised. Similarly, Sasfin will not be liable in any way if You do not make use of or do not implement or do not respond to any access information or if You store or record any access information on a device or network or in any other location where the access information may be compromised.**
- 9.6. **You acknowledge that failure to keep any access information secret may result in unauthorised use of Your Account and losses, for which You will be liable.**

## **10.FRAUD / SUSPICIOUS ACTIVITIES**

- 10.1. If You become aware of fraud on your Account or if You suspect that there may have been fraud on Your Account or if You reasonably suspect that a device has been lost, stolen, misappropriated or if someone other than You utilises the device or Account or has knowledge of Your access information or if You have reason to believe that Your access information may in future be compromised, You must immediately notify Sasfin's Client Relationship Centre.
- 10.2. On receipt of Your notification, Sasfin will be entitled to:
  - 10.2.1. reject all instructions received after You have notified Us; and/or
  - 10.2.2. suspend the processing of all instructions which We have not yet executed; and/or
  - 10.2.3. block access to any of Our Online Services,until We are satisfied that Your profile and/or Account is no longer at risk.
- 10.3. You must ensure that only Authorised Users have access to Your access information. Any person using Your access information will be deemed to be an Authorised User.
- 10.4. If you become aware of fraud on Your Account, You must open a case of fraud at Your nearest South African Police Services (SAPS) station.
- 10.5. You must co-operate with Us and the SAPS in regard to any investigation which we may conduct regarding any loss that You suffered due to the alleged fraud or suspected fraud.

## **11.INTELLECTUAL PROPERTY**

- 11.1. The contents of the Online and Mobile Channels, including trademarks, copyright and patents are owned by Sasfin. You may not, at any time and under any circumstances whatsoever, use, reproduce, display, reverse engineer or copy Our intellectual property in any manner or permit the use of Our intellectual property in any manner.
- 11.2. Nothing shall be interpreted in Our conduct by making the Online or Mobile Channel available to You as granting You a license or right to use Our intellectual property.

- 11.3. If we publish logos and trademarks of third parties, you may not use the third party's intellectual property for any purpose.

## 12. CANCELLING THESE ONLINE AND MOBILE BANKING T&CS

- 12.1. You may cancel this agreement at any time by notifying Us in writing that You would like to cancel this agreement. 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 cancel this agreement at any time or cancel Your right to use the Online or Mobile Channel after giving You reasonable notice.
- 12.3. We may cancel this agreement or Your right to use an Online and Mobile Channel at any time and without notice (unless required otherwise by Applicable Laws) if any of the following happens (these events apply to You and Your Authorised User):
- 12.3.1. You commit fraud or We suspect You to have done so;
  - 12.3.2. We believe that Your behaviour was inappropriate or constitutes or suggests misconduct;
  - 12.3.3. You breach this agreement;
  - 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. You do not use an Online and Mobile Channel for 6 (six) months or more. In this instance, We will notify You before We close Your Account.
- 12.4. If this agreement is cancelled, Your right to use or access the Online and Mobile Channel will be terminated.
- 12.5. If these Online and Mobile Banking T&Cs are cancelled or Your right to use an Online and Mobile Channel is cancelled and You wish to start using the Online and Mobile Channel again, You will have to re-register.
- 12.6. All Your instructions received by Us before this agreement is cancelled will be carried out provided such instructions 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.
- 12.7. **The cancellation of any agreement with Us does not affect any obligation that clearly states that the obligation will continue to operate even after the cancellation of any such agreement. The cancellation 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. 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.**

## 13. COMMUNICATIONS

- 13.1. All communications in respect of the Online and Mobile Channel will be considered to be sent at the time shown on the communication or according to Our transmission record.
- 13.2. In any dispute, Our records will be sufficient proof of any instruction from You to Us or of a transaction done by You including the content, the service and the product, unless You can prove otherwise.
- 13.3. We may monitor and record communications or traffic on any Online and Mobile Channel. This is done for security purposes and to maintain the proper functioning and safety of Our systems and the Online and Mobile Channels or to investigate or detect unauthorised use of or access to an Online or Mobile Channel, or when the law requires Us to do so.
- 13.4. 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 prove otherwise. By using the Online or Mobile Channel, You consent to such recording.

## 14. CHANGES TO THIS AGREEMENT

- 14.1. We have the right to change these Online and Mobile Banking T&Cs or add new terms and conditions relating to the Online and Mobile Channels. You will be notified where there have been material changes or where there are new terms and conditions.
- 14.2. Your access to the Online or Mobile Channel and transacting on Your Account will be considered to be Your acceptance of any changes. If You do not agree to the changes, You may cancel Your agreement with us for the use of the Online and Mobile Channel 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 these Online and Mobile Banking T&Cs, You will be deemed to have accepted the changes or new terms and conditions.

#### **15. GENERAL**

- 15.1. You warrant that You have the necessary legal capacity and authority to enter into and be bound by these Online and Mobile Banking T&Cs.
- 15.2. By using the Online or Mobile Channel, You are considered to have read and understood these Online and Mobile Banking T&Cs and all applicable terms and conditions that apply to You. You warrant that You have accepted such terms and conditions and agree to be bound by them.

#### **16. SASFIN'S CONTACT DETAILS**

- 16.1. 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)
- 16.2. For compliments or complaints, please email [customercare@sasfin.com](mailto:customercare@sasfin.com)