

1 INTRODUCTION

- 1.1 These Terms apply to you and to your use of the Service.
- 1.2 These Terms must be read together with the terms and conditions for Digital Banking which also apply to your use of the Service.
- 1.3 The Terms become effective when you make use of the Service and we may change them from time to time. The latest version of the Terms applies to you each time you use the Service.
- 1.4 If there is a conflict between these Terms, the Account terms, General Terms and Digital Banking terms, these Terms will apply for the Service.
- 1.5 **You must carefully read and fully understand these Terms as they impose legally binding obligations on you and contain exclusions and limitations of our liability that affect you. You assume all risks associated with your use of the Service.**
- 1.6 **Important clauses that may limit our responsibility or involve some risk for you will be in bold and italics or highlighted and you must pay special attention to them.**

2 DEFINITIONS

- 2.1 We have defined some words for consistency. These words are indicated with initial capital letters. Singular words include the plural and vice versa.

Word	Meaning
Account	An active business transaction account held with Standard Bank.
Payment File	A compatible and acceptable file format which stores employee information and which is capable of being uploaded or downloaded by you to or from Digital Banking in order to use the Service.
Digital Banking	Managing of your Account, Transacting and all associated services through a Device.
Service	A solution provided by us on Digital Banking which enables business customers to pay their employees' salaries subject to a fee.
You or your	The authorised person(s) representing the legal entity in whose name the Account is opened and who uses the Service.

3 USE OF SERVICE

- 3.1 You must be a Standard Bank business client registered for Digital Banking and you must have an Account with us to use the Service.
- 3.2 You will be able to make individual or batch payments to a group of employees.
- 3.3 When you access the Service on Digital Banking, you will be required to provide us with your employee's personal details including their full legal name and surname, identity or passport number and their banking details in order to successfully create an employee profile or when uploading a Payments File.
- 3.4 You confirm that you are the business owner and/or you are authorised to use the Service to make salary payments and when you give us Personal Information about or on behalf of other persons (including your employees), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information for the purpose of providing the Service to you.
- 3.5 When creating an employee profile, you will be able to verify if the account number you have entered belongs to the employee you intend to pay using the account verification service which is subject to its own terms and conditions and charges which may apply. The account verification service cannot be used for bulk payments effected through an uploaded Payment File.

- 3.6 Employee profiles created on Digital Banking for the Service can be edited or deleted by you when an employee's employment is terminated or when you no longer intend to make any payment to them. It is your responsibility to ensure that all employee details including account information are correct and kept up to date at all times to prevent errors in payment to unintended third parties.
- 3.7 Depending on who your employee banks with, payment will be credited to their bank account with the amount you select within three business days. If payment is made to an account which is incapable of being credited, such payment will be remitted back to your Account within 4 business days.
- 3.8 **You must ensure that you capture all the correct employee and account details on the employee profile or the Payment File upload including the correct amount to be paid using the Service. Once you finalise a salary payment, it cannot be reversed. We will not verify any information provided to us and will assume that all employee and account information uploaded or captured by you is accurate and correct and that the employee's account is capable of receiving a credit.**
- 3.9 **We are not responsible for any loss you may suffer if you have uploaded or captured the incorrect employee details or account information and a payment is made to a wrong account and to an unintended third-party. You will be required to engage directly with such unintended third-party to request a refund in such circumstances.**
- 3.10 **We are not responsible for any loss or damage you suffer because of a payment that has been concluded in error, including when you have repeated a payment by mistake or where the employee's account is unable to receive the payment for any reason. You waive (give up) any claim against us if this happens.**

4 FEES

- 4.1 We will charge you a fee for your use of the Service. For more information about the fees please refer to our pricing guide. A copy can be obtained on our website: www.standardbank.co.za.
- 4.2 The fee for a payment made to an employee with a Standard Bank account will be less than the fee for employees with other bank accounts. All fees must be paid from your Account. A payment cannot be processed if the payment amount exceeds the funds available in your Account.
- 4.3 If you do not pay our fees or do not have enough money in your Account to pay them, we may stop you from using the Service. We may also deduct (take off) any fees you owe us from any other Account you have with us.
- 4.4 The fee for the Service provided may change from time to time. We will provide you with advanced notification in these circumstances.

5 RISK AND INDEMNITY

- 5.1 **Use of the Service is entirely at your own risk. We are not responsible for any loss or damage you suffer caused as a result of your use of the Service or any error when making a payment, whether or not the loss or damage was due to factors within our control.**
- 5.2 **You indemnify us against any and all claims or losses we or any third party may suffer as a direct or indirect result of your use of the Service.**