

1 Introduction

- 1.1 These Terms take effect (begin) when we open the Account in your name.
- 1.2 You must know, understand and comply with these Terms and the General Terms, as they form a binding agreement between you and us. If there is a difference between the Terms and the General Terms, the Terms will apply in respect of the Account.
- 1.3 **Important clauses that may limit our responsibility or involve some risk for you are in bold. You must pay special attention to them.**

2 Definitions

- We have defined some of the words used in the Terms. (Singular words include the plural and vice versa.) These words are as follows:
- 2.1 **“Account”** means the Business Marketlink Account opened at your request, subject to our approval.
- 2.2 **“General Terms”** means the general terms that apply to all our products and services and are available on our website.
- 2.3 **“Internet Banking”** means Standard Bank Internet Banking, which is available on our website.
- 2.4 **“Mobile App”** means the Standard Bank mobile banking application.
- 2.5 **“Pricing Guide”** means the schedule of fees for all our bank accounts, which can be obtained at any branch or on our website and is updated annually.
- 2.6 **“Standard Bank”, “we” or “us”** means The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and our successors in title and assigns.
- 2.7 **“website”** means the website at www.standardbank.co.za.
- 2.8 **“you”** means the juristic person who applies for the Account, or in whose name the Account is opened.

3 Your account

- 3.1 The minimum deposit (also referred to as the minimum balance) required to open your Account is R1 000. **Unless you apply for an Account at a branch, your Account will only be opened once you have deposited this minimum amount. Whether you open the Account at a branch or online, if it remains at a zero balance (R0.00) for a consecutive period of 180 days, it will be automatically closed, with or without notice to you.**
- 3.2 If the Account is opened as part of the MyMoBiz offering, no minimum deposit is required to open the Account. However, you will only earn interest on the Account if the balance is more than R1000.
- 3.3 **You will only earn interest if the amount in your Account is equal to or more than the minimum balance.**
- 3.4 If you choose to take a debit card with the Account, the card will be linked to your Account. This means you will be able to view and transact (including withdrawals, payments, or transfers) on your Account through any Standard Bank ATM and, if you have registered for digital banking with us, through Internet Banking or the Mobile App as well.
- 3.5 An income tax certificate in respect of your Account will be generated for each tax year and will be sent to you or will be available for download through Internet Banking or the Mobile App. You can also request this certificate through your relationship manager or our business call centre or at one of our branches. This certificate indicates the amount of interest accrued and interest paid in a particular tax year, whether or not the interest is paid in the same tax year. We are also obliged to share this information with the South African Revenue Service in terms of applicable laws and regulations.

- 4 You must keep your confidential information safe and secure. Always try to access your Account in a safe and secure manner. For example, if someone manages to get unauthorised access to your Internet Banking or Mobile App details, or a payment card linked to the Account together with your card PIN, they could withdraw or transfer all your money out of the Account. You must immediately report a lost, swallowed or stolen card or a lost or stolen device containing card details or used to access Internet Banking or the Mobile App.**

5 Deposits and withdrawals

- 5.1 You can make deposits into your Account in various ways, including at an ATM or your nearest branch or through a transfer from any other Standard Bank account (**inter-account transfer**).
- 5.2 **A deposit is “cleared” (fully transferred to your Account) from the date reflected on your statement (value date). This may not always be the date on which you made the deposit. This is so even if you can use the money immediately or if the deposit shows on your Account when you view your Account through Internet Banking or the Mobile App.**
- 5.3 Cash deposits will attract fees (see fees clause below).
- 5.4 You can transfer money from your Account into any other transactional or savings account at any time. You can do this at any Standard Bank branch or ATM, or through our Mobile App or Internet Banking.
- 5.5 If you have chosen to take a debit card with the Account, you will be able to use the card to transact directly on the Account, including withdrawals, payments or transfers (to or from your other Standard Bank accounts), at any Standard Bank branch or ATM, or through our Mobile App or Internet Banking. (Terms and conditions apply to the use of the card, which you would have accepted at the time you received the card. The latest version of these card terms and conditions are available at any Standard Bank branch, on our website, or through our Mobile App or Internet Banking).

6 Interest

- 6.1 When we refer to interest, we mean the interest that you earn in respect of the Account. **You will not earn interest if the amount in your Account falls below the minimum balance.**
- 6.2 The interest rates that apply to your Account depend on how much money is in your Account at a given time (**balance band**) and are set out on our website or on the statement we send you, or can be requested through your relationship manager or banker, through our business call centre or at any of our branches. The interest rates quoted will always reflect what you earn annually.
- 6.3 Interest is calculated on your Account balance (including any cleared deposits but excluding any applicable fees) at the relevant rate and on a daily basis for a 365-day year, even in a leap year. Only cleared deposits will be taken into account in the calculation of interest.
- 6.4 The interest that accrues will be paid monthly into your Account or into another account of your choice. If the date on which your interest must be paid falls on a Sunday or a public holiday, we will pay you the interest on the next business day.
- 6.5 The interest rate we offer on the Account may change at our discretion, for example for any promotion. We will always try to give you at least 20 business days’ notice of any interest rate changes, however when it is out of our control (for example when the South African Reserve Bank changes the repo rate), changes to the interest rate will take effect immediately (in the case of a promotion, such interest rates will only be valid for the period of the promotion). We will let you know about any interest rate changes through our website or by any other means we see fit in terms of clause 9.1.

7 Statements

- 7.1 You can get statements on the Account by email or at any branch and you may choose how regularly you want to receive them. Statements are also available through our Mobile App or Internet Banking.
- 7.2 It is your responsibility to check your Account and report any discrepancies to us within 60 days of your last statement date.

8 Fees

- 8.1 You must pay all the fees and charges that apply to your Account. These are set out in our Pricing Guide, as amended from time to time, or can be found on our website. You can also visit one of our branches or contact our business call centre or your relationship manager or banker for more information about our pricing.
- 8.2 We will let you know about any changes to our fees, or any new fees that apply, through our Pricing Guide, our website, or by any other means we see fit

- 8.3 We will let you know about any changes to our fees, or any new fees that apply, through our Pricing Guide, our website, or by any other means we see fit in terms of clause 9.1.
- 9 Changes to the account rules, the fees or these terms**
- 9.1 We can change these Terms at any time, and we can change the product rules that apply to the Account, for example with regard to the minimum balance, the fees or the interest rate. We will tell you about any changes through our Pricing Guide, our website, Internet Banking, the Mobile App, social media or your Account statement, or by sending you an SMS, MMS or email. We may also send a push message (in other words, a message that you must respond to) to your phone. You must make sure that we always have complete, accurate and up-to-date contact details for you.
- 9.2 The latest version of these Terms applies to you each time you use the Account. By continuing to use the Account, you are agreeing to the updated Terms. If you continue to use the Account after we have given you notice of the updated Terms, we will assume that you have agreed to the changes and to be bound by them.
- 9.3 You can close the Account (in accordance with clause 12.1 below) or apply for another product if you do not wish to accept the changes to the Terms.
- 9.4 You are not allowed to change any of these Terms.
- 10 No tax or legal advice**
- 10.1 It is important that you understand the features, benefits, Terms, fees and tax or legal implications of the Account before you apply for it.
- 10.2 We do not provide any tax or legal advice. You should consult with your own adviser to understand the tax or legal consequences of having an account with us and of any changes made to it.
- 11 Dormant accounts**
- If your Account has not been used for a period of time determined by us and communicated to you, we will regard the Account as inactive. Your Account will also be regarded as inactive if you fail to make any deposit or maintain the minimum balance. If you continue not to use your inactive Account, we will regard it as dormant and we may also close it if the balance is at zero.
- 12. Closing the account**
- 12.1 If you want to close the Account**
- 12.1.1 If you decide to close the Account, you must let us know by contacting your relationship manager or banker, or by going to a branch. As you can close the Account at any time, you will not be charged early redemption fees if you do so.
- 12.1.2 The Account must be fully compliant with the requirements of the Financial Intelligence Centre Act before you may withdraw your money from it. If you owe us any money (including fees), such amounts must be settled in full before we can close the Account.
- 12.1.3 If you close your Account, this does not mean that you end your relationship with us. Any other products that you have taken up with us, will remain in place.
- 12.2 If we want to close the Account
- 12.2.1 We may close the Account on written notice to you and if we do this, you must pay any amounts you owe us (including fees) by the date set out in such notice.
- 12.2.2 We will not give you notice under the following circumstances and may close your Account immediately if:
- 12.2.2.1 we believe or suspect that the Account is being used for any prohibited, unlawful, fraudulent or sanctioned activity;
- 12.2.2.2 we believe or suspect that your operation of the Account directly or indirectly benefits a sanctioned entity;
- 12.2.2.3 we are notified that you are a sanctioned entity;
- 12.2.2.4 you have breached (gone against) any of these Terms and, if the breach can be fixed, you have not fixed it after we have given you enough time to do so; or
- 12.2.2.5 we must do this for any other legal reasons.
- 13 Transfer of rights**
- 13.1 We or any third party may ask you to cede or pledge your rights under these Terms (including the right to payment of a credit balance on your Account), either as security or absolutely, for amounts that you owe. You must receive our written permission beforehand if you want to transfer your rights or obligations under these Terms to anyone else.
- 13.2 If we give our permission to transfer your rights or obligations, we may change these Terms to include extra rights for us or to impose extra obligations on you or the person you wish to transfer your rights and obligations to. For example, we could block access to the Account, which means neither you nor anyone else will be able to transact on the Account. We will only consider cessions or pledges to registered South African banks.
- 13.3 **You agree that we may, without further notice to you, cede or pledge all or any part of our rights and/or delegate all or any part of our obligations under these Terms, either absolutely or as security, to any person, even if the cession or delegation may result in a splitting of claims against you. This means that such person will have the right to exercise all the rights and obligations that we have under these Terms, including the right to process your personal information.**