Treasury Management Service User Terms and Conditions (TMS terms and conditions) brought to you by The Standard Bank of South Africa Limited

These TMS Terms and Conditions govern Your use of the TMS Services made available to You by Us. Once you accept these TMS Terms and Conditions, all activity conducted on the Electronic Banking System following an Access Code having been entered will be regarded as authorised by You and intended to have legal force and effect.

Do not use the TMS Services if You do not accept these TMS Terms and Conditions.

1 Introduction

You will only have access to the Electronic Banking System if you have been duly authorised to act as a User on behalf of a Customer that has signed the Electronic Banking Terms and Conditions with a Bank in the relevant jurisdiction, as updated from time to time.

By using the TMS services, you agree to be bound by these TMS Terms and Condition. You acknowledge that this agreement is entered into by and between You, as a representative / employee and /or agent of the Customer, and The Standard Bank of South Africa Limited. Use of the TMS Services is considered acceptance of these TMS Terms and Conditions.

You agree that you will only use the TMS Service in line with these Terms and any additional terms mentioned below that may apply, including any terms and conditions incorporated in these Terms by reference and applicable laws, rules and regulations in the relevant jurisdiction.

Important clauses, which may limit our responsibility or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses.

2 Definitions

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way around.

Word	Meaning
Access Codes	Any type of unique identifier used to enable a person to identify themselves and gain authorised access to the Services, including any password, operator identification codes, two factor authentication codes and alternative security methods.
Bank	The Standard Bank Group entity with which the Customer has agreed to the Electronic Banking Terms and Conditions.
Customer	The juristic entity that has completed the necessary Operational Documents to take on the TMS Services provided by the Bank in accordance with the TMS Terms and Conditions read with the Electronic Banking Terms and Conditions. You, Your, shall have a similar meaning
Electronic Banking System	The electronic banking system used by the Bank to provide you with TMS Services and which may change over time, and regardless of the title given to such system from time to time.
Electronic Banking Terms and Conditions	The terms and conditions agreed between the Customer and the Bank for the provision of the Electronic Banking System and the TMS Services, which terms are incorporated herein by reference.
Instruction	Any instruction given by You or on Your behalf to Us in connection with the TMS Services. It does not matter whether an instruction is given by way of fax, e-mail, letter or through the Electronic Banking System itself, it will still be regarded as an "Instruction" as described here. Also, it does not matter whether it is given by an automatic information technology system or by a human being, it will still be regarded as an "Instruction" as described here
Intellectual Property	Without limitation, is all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with such inventions, patents, designs, trademarks, service marks, trade names; copyright, including all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda and design documents); rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the above items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same.
Intellectual Property Rights	All rights in and to Intellectual Property.
ISP	An Internet service provider, which is an organisation that provides access to the Internet.
Law	The laws, or purported laws, ordinances, Regulations, judgments, and orders of any competent court, central bank or governmental agency or authority whether or not having the force of law in any relevant jurisdiction.
Operational Guide	The document which sets out the procedures that apply in respect of the TMS Services, which are accessible through the Electronic Banking System, and which document is incorporated herein by reference.
Personal Information	Personal Information as defined by the applicable data protection laws and / or the Protection of Personal Information Act No 4 of 2013
Process	Process as defined by the applicable data protection laws and / or the Protection of Personal Information Act No 4 of 2013.
Regulation	Any regulation, rule, official directive, request or guideline (whether or not having force of law) or any such directive analogous to the aforegoing, which the Bank has elected and/or is obliged to comply with and/or which is in accordance with the practice of a responsible banker (in its sole, absolute and unfettered discretion) of any governmental, intergovernmental, supranational body, agency, department or of any regulator, self-regulating body or other authority or organisation
Standard Bank Group	Standard Bank Group Limited, a company incorporated in the Republic of South Africa under registration number 1969/017128/06 together with every entity which is controlled by the Standard Bank Group or is under common control with the Standard Bank Group
TMS Services	The web-based platform which will allows the Customer to automated treasury functions to facilitate cash flow forecasting, You access through the Electronic Banking System.
User	An individual who is appointed by a Customer to perform certain specified actions in respect of the TMS Services. You / Your will have a similar meaning.
We, Us, Our	The Standard Bank of South Africa Limited.

3 Representations by you

3.1. You represent that:

3.1.1 You have full contractual capacity and no court has declared you mentally unfit;

3.1.2 You have been duly authorised by the Customer to access the TMS Services;

3.1.3 you acknowledge that You can refer any questions that You may have to Us, in accordance with clause18 below;

3.1.4 You have given us the correct information; and

3.1.5 You have read and understand these TMS Terms and Conditions.

4 Use of the TMS Services

4.1 **In offering the TMS Services, You acknowledge that We are interacting with and utilising third party electronic platforms.**

4.2 **You and We agree to comply will all applicable Laws in the use by You and provision by Us / the Bank of the TMS Services.**

4.3 **Changes in laws, changes in technology and service improvements will require that the TMS Terms and Conditions be changed from**

time to time. As a result, We have the right to change the Terms and Conditions on notification to You. If We change the TMS Terms and Conditions, the changed TMS Terms and Conditions will be published on the Electronic Banking System or otherwise and shall supersede and replace all previous versions. It is at all times Your responsibility to ensure that You are aware of and have proper regard to the latest TMS Terms and Conditions and Electronic Banking Terms and Conditions. We will keep a record of each version of the TMS Terms and Conditions and the date on which it was published. The record that We keep will be considered correct, unless You prove otherwise.

4.4 You will enter your username and unique password created by You, to log in to the Electronic Banking System.

4.5 You can only Instruct the Bank in line with the permissions available to you through the Customer's Profile. You will not be afforded any additional permissions that have not been otherwise granted on the Profile.

4.6 The TMS Service allows You to open only one Profile at a time.

4.7 The Bank will act on Instructions that purport to have been sent by You as per clause 5.3 below.

4.8 The Bank will process your Instruction in accordance with the Customer's underlying bank account agreements and / Electronic Banking Terms and Condition read together with the Operational Guide.

4.9 Unless otherwise specified, we will, in a straight through process, provide real time data for cash positions, interest rates, payables, receivables and foreign exchange rate to ensure cash and liquidity optimisation, control of bank accounts and better manage in-house banking and financial transactions.

4.10 **We and the Bank are not responsible for any loss you suffer if you enter the incorrect details for your Instructions.**

5 Access Codes

5.1 **In certain circumstances, such as at log in, You may have Access Codes that will give You access to certain parts of the Electronic Banking System. If You have any Access Codes, You must keep these secure and ensure that they do not come into the possession of any unauthorised people.**

5.2 **You must keep your Access Codes secure and ensure that they do not come into the possession of any unauthorised people. If you do not, you give up any claim you or the Customer may have against us or the Bank for any loss or damage you or the Customer may suffer.**

5.3 **After your Access Codes have been entered, the Bank will assume that any Instruction subsequent thereto is from you and the Bank may carry out such Instruction as if you authorised same, even if someone else used your Access Codes.**

6 Software and Hardware

6.1 It is entirely Your responsibility to ensure that You have, maintain and secure the hardware, software and communication systems necessary for You to make use of the TMS Services.

6.2 We are not liable for the reliability of any third party communication system through which the TMS Service may be accessed unless We have both provided that system and undertaken in writing to maintain it.

6.3 You may not in any way copy or tamper with any part of the Electronic Banking System and You must limit Your activities to those things that are permitted in terms of the Operational Guide.

6.4 We make good faith efforts to ensure that the Electronic Banking System is secure.

6.5 If we offer software to you any licence agreement is between you and the software's licensor. **You indemnify us against any breach of such software licence.**

7 Indemnities and Liability

7.1 **You indemnify us against any loss or damages (direct, indirect and consequential), that we may suffer because:**

7.1.1 **You gave the Bank incorrect Instructions or information;**

7.1.2 **an unauthorised person, using Your Access Codes transmitted an Instruction for the Customer on your behalf, without your permission; or**

7.1.3 **The Customer has not paid costs or fees that are due, owing and payable to the Bank and The Customer does not have enough money in the Bank Account for the Bank to process a debit order for outstanding fees.**

7.2 We will not be responsible for any losses or damages (including without limitation interest claims) suffered by You as a result of (without limitation):

7.2.1 Us complying with Law;

7.2.2 Your use of the Electronic Banking System;

7.2.3 Our acting on the instructions of any of You or Your authorised agent in relation to the Services; and/or

7.2.4 any fraud, theft or misappropriation of funds occasioned by Your use of the Services.

7.3 Regardless of anything else in these TMS Terms and Conditions, in the case of fraud, negligence or willful misconduct on the part of the Bank / Us, We will be liable for Our proportionate share of any direct damages and/or losses caused as a result of a breach of the contractual obligations of the Bank / Us.

7.4 Neither We nor You will be liable to the other of us for any indirect, punitive, special or consequential losses suffered by the other of us or for any lost profits, lost revenue, lost anticipated savings, lost business transactions, lost goodwill or any similar matter suffered by the other of us, regardless of whether we are entitled to claim under the terms of the TMS Terms and Conditions or whether we are entitled to claim outside of the terms of the TMS Terms and Conditions.

7.5 You acknowledge and agree that these TMS Terms and Conditions are entered into between You and Us in relation to your use of the TMS Services. Since the TMS Services are made available through a third party provider, that third party provider will also have the right to enforce these TMS Terms and Conditions against you.

8 Disclaimers

8.1 Your use of the TMS Services is dependent on factors beyond our control, such as your network's coverage or availability, your ISP's availability or your Device's capability and capacity. **We are not liable for any loss or damages you may suffer if a factor beyond our control arises and you cannot access the Electronic Banking System.**

8.2 **We (including our employees, consultants, agents or any affiliated person) are not responsible for any loss or damages related to your use of the TMS Services or any Intellectual Property flowing from their use. This includes, without limitation, any direct, indirect, special, incidental, or consequential damages in terms of contract, delict (breach of a duty of care) or law. We are not responsible for any loss or damages where:**

8.2.1 **someone finds out your Access Codes;**

8.2.2 **any technical or other problem (interruption, malfunction, downtime or other failure) affects the TMS Services, the Electronic Banking System, a third-party system or any part of any database for any reason;**

8.2.3 **any personal information or other data is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;**

8.2.4 **any failure or problem affects goods or services provided by any other party; for example, any telecommunication service provider (ISP, electricity supplier, local or other authority; or**

8.2.5 **any event that we have no control over.**

9 Data protection

9.1 You consent to us to collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.

9.2. If you provide us with Personal Information about or on behalf of another person (including, but not limited to, related parties where applicable), you confirm that you are authorised or lawfully entitled to: (a) provide us with the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, in terms of this clause; and (c) receive any privacy notices on their behalf.

9.3. You consent to us Processing your Personal Information:

9.3.1. to provide products and services to you in terms of this agreement and any other products and services for which you may apply and / or qualify;

9.3.2. to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);

9.3.3. in countries outside the country where it is necessary for us to provide the products and services. These countries may not have the same data protection laws as the country where the products or services are provided, we will endeavour to request the receiving party to agree to the privacy and/or confidential policies, obligations, processes and/or requirements.

9.3.4. by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided, in order to provide our services and/or product to you. We will request that these 3rd party service providers accept our privacy policies if they need access to any Personal Information to carry out their services; and

9.3.5. within the Standard Bank Group.

9.4. You will find Our Processing practices in the Group's and Our privacy statements. These statements are available on the Bank's websites or on request.

10 Marketing by post, email or text messages

Subject to your consent, we will use your personal or other information to tell you about products, services and special offers from us or other companies that may interest you. We will do this by post, email or text message. You may at any time thereafter contact us to revoke such consent where after we will cease to market our products, services and special offer to you.

11 Breach

We may stop you from using the TMS Services, with immediate effect if you breach a clause of these Terms and / or required to do so by Law. We may also take other steps available to us, including applying to a court for an urgent interdict against you.

12 Intellectual Property

12.1 We keep all Intellectual Property Rights in and to the TMS Services and all content on the Electronic Banking System.

12.2 We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the TMS Services, which may include updates and/or upgrades. You will be asked to accept any additional terms through the Electronic Banking System when they become applicable to you. The TMS Services is licensed to You on behalf of the Customer for the purposes in these TMS Terms and Conditions only and for no other purposes.

12.3 Certain content available on the Electronic Banking System may include content belonging to third parties. We may provide links to third-party websites as a convenience to you. You acknowledge that we are not responsible and/or liable for the following and/or its accuracy:

12.3.1 all content belonging to third parties on the Electronic Banking System; and/or

12.3.2 any content featured on the websites that are accessed via links found on the Electronic Banking System.

12.4 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the TMS Service, its contents, including any Intellectual Property therein, its design, any updates to the TMS Service and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the Electronic Banking System and/or any content featured on the websites which are accessed via links that are found on the Electronic Banking System. You may not sub-license such third-party content, including Intellectual Property Rights associated with it.

12.5 You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise (collectively referred to as linking), or any other reference to the TMS Services.

12.6 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the TMS Services and/or any Intellectual Property Rights flowing from them.

13 General

13.1 Everything that we have agreed relating to the TMS Services is set out in the TMS Terms and Conditions together with the Operational Guide. Anything that is not set out in the TMS Terms and Conditions and / or Operational Guide will not have any legal effect and none of us will be entitled to rely on that.

13.2 We may change these Terms by giving you written notice. If We change the Terms and Conditions, the changed Terms and Conditions will be published on the Electronic Banking System or otherwise and shall supersede and replace all previous versions.

13.3 The invalidity, illegality or unenforceability of any of the clauses, or part of any clause, in these TMS Terms and Conditions will not affect the validity, legality and enforceability of the remaining clauses or part of such clause of these TMS Terms and Conditions.

13.4 We may send you any notice about the TMS Service by email in which case we will regard such notice as having been received by you one day after it was sent.

13.5 We may terminate the TMS Services at any time on notice to the Customer, whereafter all rights granted to you in respect of the TMS Services will cease immediately.

13.6 If the Customer's bank account is stopped or cancelled for any reason, we may terminate your access to the TMS Services.

13.7 If your access to the Electronic Banking System is terminated for any reason, your access to the TMS Services will also be immediately terminated.

13.8 These TMS Terms and Conditions contain various provisions that give rights to Group members. Every Group member will be entitled to accept those rights at any time after the Electronic Banking Terms and Conditions have been signed by the Customer.

14 Notices

14.1 Where you have any issue with the Electronic Banking System, we choose the registered address on our website at **www.standardbank.co.za** as the address where any legal document or notice must be served on or delivered to us.

14.2 You consent for the relevant Bank to provide us with the contact information the Bank holds on record for you and / or the Customer, to which address we will send legal documents or notices.

14.3 Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 35 of 2002 do not apply to these documents or notices.

15 Applicable law

South African Law will govern these TMS Terms and Conditions.

16 Customer Contact Information

16.1 If you have any questions about the Service or do not understand anything about these Terms, please contact your Transactional Banker. We will try to resolve queries as quickly as possible but may be subject to delays beyond our control.

16.2 If you have a problem and we do not solve it, or you are not happy with the way that it was solved, you may contact the Ombudsman for Banking Services: telephone: **0860 800 900** or **011 838 0035**; email: **info@obssa.co.za**; or website: **http://www.obssa.co.za.**