

## **MyUpdates terms and conditions**

### **1. Introduction**

- 1.1 You must know about, understand and comply with these terms and conditions (the '**Terms**'), as they form a binding agreement between you and us.
- 1.2 These Terms take effect when you subscribe for MyUpdates. They apply to any MyUpdates Service Options.
- 1.3 Important clauses that may limit our responsibility or involve some risk for you will be in bold. 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 round.

<b>Word</b>	<b>Meaning</b>
Account	Any account that we open in your name at your request on which you subscribe for MyUpdates.
Deposits	Cash deposits of more than R100 (one hundred rand) made into your Account.
MyUpdates	A service whereby we send updates to you or your Recipient about Transactions and Scheduled Transactions on your Account. The updates are in addition to any statements you receive on your Account.
MyUpdates Notification	Notifications we send to you or your Recipient, using your Preferred Communication Method.
Preferred Communication Method	The communication method you or your Recipient chose to receive MyUpdates Notifications. You can choose between email, short message service (SMS) or mobile application services.
EAP Payments	Electronic account payments to and from your Account of more than R100 (one hundred rand).

POS Payments	Point-of-sale payments of more than R100 (one hundred rand) that you make at a merchant using your debit, cheque or credit card.
Recipient	Someone you nominate to receive MyUpdates Notifications.
Scheduled Transactions	Transactions such as recurring payments (debit orders and stop orders), and future-dated payments.
Service Option	From time to time, you can choose a MyUpdates package from the available options.
Transactions	You will get MyUpdates Notifications for transactions such as cash withdrawals at automated teller machines (ATMs), debit orders, Deposits, EAP Payments and POS Payments. Delayed transactions, which are below the merchant's floor limit, or where the merchant is not processing purchases in real time, are excluded from this definition.
we, us, our	The Standard Bank of South Africa Limited (registration number 1962/000738/06) and its successors or assigns.
you or your	The person who subscribes for MyUpdates on their Account.

### **3. Using MyUpdates**

- 3.1 We will send your MyUpdates Notifications to you or your Recipient, using the Preferred Communication Method that you or your Recipient chose.
- 3.2 You must ensure that the contact details we have for you or your Recipient are correct at all times.
- 3.3 You or your Recipient will only receive the MyUpdates Notifications that apply to your Service Option.
- 3.4 You must let us know immediately of any suspicious or unauthorised Transactions on your Account.

- 3.5 Any balance that we send to you or your Recipient through MyUpdates will be the balance on your Account at the time that a Transaction is processed, and/or the balance on your Account at a date and time reflected as per the periodic scheduled message we send you.
- 3.6 You must let us know immediately if a Recipient should no longer receive MyUpdates Notifications for any reason.
- 3.7 You may have a maximum of ten Recipients linked to your Account. You may have to pay a fee for each extra Recipient you link, as explained in clause 5 of these Terms.**

#### **4. Disclaimers**

- 4.1 Whether you or your Recipient receive a MyUpdates Notification depends on factors beyond our control. These factors include the coverage and availability of your or your Recipient's network or internet service provider, as well as the capacity of your or your Recipient's email or SMS inbox. We are not liable for any loss or damages you may suffer if something beyond our control happens and you or your nominated Recipient do not receive a MyUpdates Notification.**
- 4.2 You must make sure that no unauthorised persons get access to your or your Recipient's MyUpdates Notifications.
- 4.3 We are not responsible if your MyUpdates Notification is sent to an incorrect cellphone number or email address if you have given us the incorrect details.
- 4.4 We will do our best to ensure the integrity and content of any MyUpdates Notifications that we send to you or your Recipient. However, your statement will be the main record of Transactions and/or Scheduled Transactions on your Account.
- 4.5 The MyUpdates Notifications may be delayed for certain Transactions and/or Scheduled Transactions. If this happens, we will not be liable for any loss or damages you or your Recipient may suffer as a result of the delay.**
- 4.6 The types and values of Transactions and/or Scheduled Transactions for which we send MyUpdates Notifications will change from time to time. It remains your responsibility to take the necessary precautions to protect your Account, cards and banking channel access mechanisms, such as passwords and PINs.

4.7 We may choose to remove updates for certain Transactions and/or Scheduled Transactions. Your statement will therefore be the main and final record of all Transactions and/or Scheduled Transactions on your Account. That means you must check all entries on your statement. You must report any unauthorised Transaction or errors within 30 (thirty) days from the date of the statement. If you don't do so, we will assume that all entries are correct and authorised.

5. **Fees**

5.1 We may charge you a monthly service fee at the end of each month that you use MyUpdates. The fee will be based on your Account type and Service Option.

5.2 The fees and charges for MyUpdates will be available at any of our branches or on our website, [www.standardbank.co.za](http://www.standardbank.co.za). Fees and charges may change from time to time.

5.3 We may either suspend or deregister you from MyUpdates if you do not pay the monthly service fee.

5.4 If you do not pay the monthly service fee, we may use any credit balances you have in any other account with us to settle any unpaid service fees you owe us.

6. **General**

6.1 We may change these Terms by giving you notice in writing.

6.2 If any of the clauses in these Terms is invalid, illegal or unenforceable, it will not affect the validity, legality and enforceability of the remaining clauses.

6.3 We may send you any notice about MyUpdates through your Preferred Communication Method. When we send you a notice, we will accept that you have received it one day after we have sent it.

6.4 We may stop the MyUpdates service at any time after giving you notice.