

## Terms and Conditions for the Instant Money Voucher

### 1 Introduction

- 1.1 This document contains the Terms for purchasing or receiving a Voucher and for the payment of goods and / or services using the Voucher.
- 1.2 These Terms become effective when you use the Instant Money Service and / or a Voucher and by doing so you accept these Terms.
- 1.3 You must read and understand everything in the Terms. You must comply with these Terms as they are a binding agreement between you, us and the Merchant.
- 1.4 ***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 consistence. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way around.

Word	Meaning
ATM	Automatic Teller Machine
Balance	The amount you maintain on your Voucher, which comprises the Principal Amounts, received from Senders or the amounts remaining after each Payment Transaction, if any.
Bank, we, us, our	The Standard Bank of South Africa Limited with registration number 1962/000738/06, a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa and its successors or assigns.
Cash-out Transaction	A transaction in terms which you present the Principal Amount or Balance on the Voucher to a participating Merchant and receive a cash

	value from such Merchant.
Device	A mobile telephone device owned by you, the Sender or the Receiver, which enables use of the Instant Money Service.
Instant Money Service	The instant money service offered to you –  (i) in terms of which a Sender sends/transfers the Principal Amount in the form of a Voucher to a Receiver or themselves, which amount then forms part of your Balance; and / or  (ii) which allows you to initiate and conclude Payment Transactions by utilising the Principal Amount received and / or the Balance on the Voucher; and / or  (iii) which allows you to conclude Cash-Out Transactions by presenting the Principal Amount or Balance on the Voucher to a participating Merchant and receiving a cash value from such Merchant;  as described in this document.
Merchant	A supplier who offers the Instant Money Service.
SMS	Short message service, which is an electronic message, sent using a cell phone or cellular network.
Terms	The terms and conditions of use of the Instant Money Service and the Voucher as set out in this document.
Payment Transaction	A transaction in terms of which you purchase goods and / or services with an Instant Money Voucher from a participating Retailer or Merchant.

PIN	<p>The personal identification number which is –</p> <p>(i) selected by the Sender and communicated to you in order for you to authenticate and conclude a Receive Transaction; or</p> <p>(ii) selected by you when conducting a Send Transaction, and communicated to the Receiver in order for the Receiver to authenticate and conclude a Transaction; or</p> <p>(iii) used by you to conclude a Payment or Cash-Out Transaction with a Voucher.</p>
Principal Amount	<p>The principal amount sent by a Sender to you, which amount excludes the fee to be paid by the Sender to the Bank for the Send Transaction.</p>
Receive Transaction	<p>The Instant Money Service which allows you or a Receiver to receive the Principal Amount in the form of a Voucher.</p>
Receiver	<p>You, who is a person, who receives money using the Instant Money Service in the form of a Voucher;</p>
Retailer	<p>A participating retailer that has registered with the Instant Money Service to accept a Voucher as payment for goods and / or services offered by it.</p>
SA ID	<p>South African Identity Document.</p>
Send Transaction	<p>The Instant Money Service which allows –</p> <p>(i) a Sender to send / transfer the Principal Amount to you in the form of a Voucher; or</p> <p>(ii) you to send / transfer the Principal to a Receiver in the form of a Voucher.</p>

Sender	You or a member of the public, who initiates the transfer of funds through the Instant Money Service to the Receiver.
Sent Money	The money sent by a Sender to a Receiver, excluding the fee charged by the Merchant.
Transactions	Collectively the Send Transactions, Receive Transactions, Payment Transactions and Cash-out Transactions.
Unique Reference Number	A distinctive number which is allocated to each:  (i) Transaction; and / or  (ii) Voucher.
Voucher	An Instant Money Voucher that you create that has a Unique Reference Number and a PIN in order to validly conclude a Payment Transaction.
Voucher Limit	The daily or monthly limit on the Voucher as set out in 5.7 and 5.8 below.
you / your	A Sender or Receiver or bearer of a Voucher who has either bought it or received it, and who has the right to use it, depending on the context.

### 3 Purchasing a Voucher

3.1 You may purchase a Voucher online, *via* Autopay, from:

3.1.1 The Bank's website: [www.standardbank.co.za](http://www.standardbank.co.za);

3.1.2 The Instant Money website: [www.instantmoney.co.za](http://www.instantmoney.co.za); or

3.1.3 Participating Merchants or Retailers who offer the Send Transaction capability.

3.1.4 Through any SBSA ATM

3.2 The requirements in respect of using the Instant Money Service and purchasing of Vouchers are set out in 4 below.

#### 4 **The Instant Money Service**

4.1 The Instant Money Service is provided by the Bank through Autopay and through participating Merchants and allows you to conclude Transactions.

4.2 The Instant Money Service enables:

4.2.1 Send and Receive Transactions which allow Senders to transfer Money to Receivers;

4.2.2 Payment Transactions which allow you to pay for goods or services with a Voucher; or

4.2.3 Cash-out Transactions which allow you to receive a cash value for your Voucher.

4.3 The Transactions can be concluded at participating Merchants' or Retailers' physical premises or online through the participating Merchants' or Retailers' website.

#### 4.4 Sending money with the Instant Money Service

4.4.1 The Sender must:

4.4.1.1 show their original SA ID to the participating Merchant;

4.4.1.2 provide a photocopy of their SA ID;

4.4.1.3 provide the cellphone number of the Receiver if the Receiver has one;

4.4.1.4 select the amount of money the Sender wants to send to the Receiver ("**Sent Money**"); and

4.4.1.5 provide information to the participating Merchant about where the Sent Money came from.

4.4.2 ***The Sender must make sure that the information that they give to the Merchant is correct. If the Sender gives the wrong information to the Merchant, then neither the Bank nor the Merchant are liable for losses or damages which either the Sender or the Receiver or both may suffer.***

4.4.3 A Sender may send a maximum of R5 000 per day and R25 000 per month.

- 4.4.4 The Sender must pay the Merchant the amount of money they want to transfer to the Receiver together with the applicable fee charged by the Merchant. The Receiver will only get the Sent Money.
- 4.4.5 The Sender must choose a secure release PIN for the transaction.
- 4.4.6 The Receiver will receive notification of the Unique Reference Number on the cell phone number provided by the Sender when the transfer has been completed successfully. The Sender must give the Receiver the release PIN for the Receiver to receive the Sent Money.
- 4.4.7 If the Receiver does not have a cell phone, the Sender must give the Receiver the Unique Reference Number and the release PIN. Both the Sender and the Receiver should keep the Unique Reference Number and release PIN secret.
- 4.4.8 The Merchant will provide the Sender with a receipt which the Sender must keep for record purposes ("**Send Receipt**").

4.5 Receiving money with the Service

- 4.5.1 The Sent Money will not be deposited into the Receiver's account. The Receiver must collect the Sent Money –
- 4.5.1.1 at the premises; and
- 4.5.1.2 during normal business hours;
- of the Merchant.
- 4.5.2 To collect Sent Money, the Receiver:
- 4.5.2.1 must give the Merchant the Unique Reference Number; and
- 4.5.2.2 enter the correct release PIN on the Merchant's point of sale device.
- 4.5.3 If the Receiver gives the above information, the Sent Money will be paid by the Merchant to the Receiver in cash in South African Rand.
- 4.5.4 The Receiver must collect the Sent Money within three years from the date of the transfer. The Sender must tell the Receiver of this three year limit.
- 4.5.5 If the Receiver does not collect the Sent Money within three years or if the Receiver is unable to show the required documents and information referred to in these Terms, then the Sender may –

4.5.5.1 stop the transfer by going to the Merchants' place of business; and

4.5.5.2 ask for a refund of the Sent Money.

4.5.6 The Sender will have to show a copy of the original Send Receipt and their South African ID to the Merchant in order to collect the unclaimed Sent Money. The Sender will only get the Sent Money back and not the transfer fee paid to the Merchant.

#### 4.6 Payment or Cash-Out Transaction

4.7 In order to use the Instant Money Service you must receive the Principal Amount from a Sender that concluded a Send Transaction at a Merchant or through using the internet banking channel. The Principal Amount or any balance thereof is deposited with the Bank until a Payment Transaction is completed.

4.8 In order to receive the Principal Amount of your Voucher you must –

4.8.1 receive the Unique Reference Number from the Sender on your cellphone;

4.8.2 the PIN for the Receive Transaction from the Sender; and

4.8.3 follow the prompts and enter the PIN whereafter the Principal Amount will automatically reflect as part of your Balance on your Voucher.

4.9 You may then use your Voucher (with the Principal Amount, the Balance or a portion of the Balance) to perform Payment Transactions.

### 5 **Using your Voucher**

5.1 You may use the Principal Amount, the Balance or any portion of your Voucher to conduct Payment Transactions.

5.2 To conclude a valid Payment Transaction you must –

5.2.1 select or request this payment option online on the Merchant's or Retailers website or at the Merchant's or Retailers premises;

5.2.2 follow the prompts to make payment to the Merchant;

5.2.3 insert your valid Voucher Unique Reference Number and PIN.

- 5.3 Goods and / or services purchased via a Payment Transaction will be subject to the terms and conditions of the relevant Merchant or Retailer.
- 5.4 Any cancellation of a Payment Transaction or refund for the goods/services purchased *via* a Payment Transaction will be in accordance with the terms and conditions of the relevant participating Merchant or Retailer.
- 5.5 Where you receive the Voucher from a Sender, the *Sender* will remain the owner of the Principal amount until the entire Principal Amount has been spent or depleted.
- 5.6 The Bank will not charge any fees when you conduct any Payment Transactions.
- 5.7 You may buy a Voucher for a maximum of R 5 000 per day subject to 5.8 below.
- 5.8 You may buy Vouchers to a maximum total of R 25 000 in any one month.
- 5.9 You may use the Voucher to pay for goods and services at participating Merchants or Retailers by entering their store or on their website using a telephone, computer, cell phone or any other electronic device.
- 5.10 Every time you use a Voucher, you must make sure that there is credit available on your Voucher. If there is insufficient credit on your Voucher the Payment Transaction will be declined by us.
- 5.11 When you buy from a Merchant or Retailer, these Terms, the Merchant's and the Retailer's terms and conditions will both apply to you.
- 5.12 ***You must treat your Voucher as cash. If you lose your Voucher, it cannot be replaced.***
- 5.13 ***Your Voucher will be worthless if it is changed in any way.***

## **6 Unauthorised use of your Voucher**

You may be contacted from time to time to verify transactions made using your Voucher.

## **7 Cancelling your Voucher**

You cannot cancel a Voucher once it has been issued.

## **8 Expiry of your Voucher**

You must use your Voucher within 3 (three) years from the date of first issue.



## 9 Your Device and your Voucher

- 9.1 Your Voucher is linked to the cell phone number to which it is sent.
- 9.2 ***If your Device does not work for any reason or it is lost or stolen, you cannot claim the value of your Voucher in cash.***
- 9.3 If your cell Device number is not working or is lost or stolen, you must call 0860 IMONEY (0860 466 639) to apply to have your Voucher suspended and then transferred to your new Device which must be under the same cell phone number to which your Voucher was originally linked.

## 10 Malfunction of Electronic Facilities

***We are not responsible for any loss arising from any failure, malfunction or delay in any electronic device, including but not limited to any component of the Instant Money Service, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.***

## 11 Personal Information

- 11.1 Both the Bank, the Retailer and, where applicable, the Merchant will use and share the information given by you to perform the Instant Money Services and/or Transactions. The Bank, the Retailer and, where applicable the Merchant may store your personal information on our/their respective databases for administration purposes and to comply with applicable laws.
- 11.2 We, the Retailer and the Merchant, where applicable, will not share any of your personal information with third parties, except with your permission as provided by you upon registration for the Instant Money Service or as allowed or required by law.
- 11.3 Your information, including your personal information, your telephone conversations with our Customer Resolution Centre and your use of the Instant Money Services (including a Voucher) will be recorded and stored for record keeping purposes for 7 (seven) years from the date of the Transaction and/or call to our Customer Resolution Centre.
- 11.4 You are responsible for the safekeeping and proper use of your Device, for keeping your PIN secret and for all Transactions that take place where you used your PIN. ***You, hereby, acknowledge and agree that we are not responsible if your Device and / or your Voucher is accessed or compromised because you failed to keep your Device or your PIN safe. You, hereby, indemnify us against any losses you may suffer as a result of you failing to keep your Device, Voucher or your PIN safe.***

## 12 **Disclaimer**

- 12.1 ***We will make every effort to ensure that the Instant Money Service is continually available to you. The availability of the Instant Money Service is however dependant on factors beyond our control, including but not limited to, your Device being in good working condition, the availability and performance of the relevant mobile telephone network, the performance and compatibility of your Device with the Instant Money Service and you having sufficient airtime available to use your Device. If the Instant Money Service is not available due to a factor beyond our control, we will not be held liable for the un-availability of the Instant Money Service. The Bank does not warrant that the Instant money Service, the Voucher and/or any electronic communications/devices shall be error-free or shall meet any particular criteria of accuracy, completeness or reliability of information, performance or quality.***
- 12.2 ***You use the Instant Money Service at your own risk. The Bank's liability for any loss or damage, delay, non-delivery, non-payment of money transferred or held on a Voucher, no matter how it is caused, shall, subject to clause 12.4, be limited to the value of the Transaction performed and the prescribed fee, if any, paid by you.***
- 12.3 ***If we suspend access to your Voucher, we will not be liable to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, delict or statute.***
- 12.4 ***We assume no liability whatsoever for any direct or indirect loss, damage of whatsoever nature arising from your use of a Voucher or howsoever arising.***
- 12.5 ***You hereby indemnify us and hold us harmless against any loss or damage which you or any other person may sustain as a result of any claim, costs, expense, loss or damages that you or any other person may incur or suffer as a result of the use of the Instant Money Service or a Voucher.***
- 12.6 ***The Bank, will not be held liable for any indirect or consequential damages to you or the Receiver or both, whatever the cause.***

## 13 **Address for Legal Service**

- 13.1 You agree that these Terms will be seen as an agreement entered into in Johannesburg and any breach of the Terms agreement will be seen as having taken place in Johannesburg.
- 13.2 Any messages sent to your Device number will be seen as having arrived within one day of being sent to you.

13.3 We may send information to you by SMS to the Device number supplied when the Voucher was bought or when the Voucher was activated.

## 14 General

14.1 We may at any time change these Terms by sending you notice in writing.

14.2 All legal notices will be sent to your chosen address for legal service (known in law as your *domicilium*), which is chosen by you when registering for the Instant Money Service or which is updated by you from time to time.

14.3 We will assume that you have received any notice we send you within 7 (seven) days of posting, or on the same day if delivered by hand or sent by fax or email.

14.4 Any notification or amendment to the Instant Money Service, Vouchers or these Terms will be sent to your Device number as recorded when you use the Instant Money Service. Any notices sent to your Device number will be deemed to have been received by you within 1 (one) day of being sent to you.

14.5 You may not change any of these Terms.

14.6 You agree that we may sue in the Magistrate's Court, even if our claim against you exceeds the jurisdiction of the Magistrate's Court.

14.7 A favour or concession we may give you will not affect any of our rights against you.

14.8 These Terms are governed by South African law.

14.9 We may restrict your activity on the Instant Money Service or suspend access to the Instant Money Service or the use of a Voucher if we know or suspect, in any way that the Instant Money Service or a Voucher is being used by you fraudulently, negligently or for illegal activities or if we must do so to comply with the law, without notice to you.

14.10 If we suspend access to the Instant Money Service or your use of a Voucher, we will not be liable to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, delict or statute.

14.11 You must pay all our expenses for recovering any amounts you owe us, including legal fees of an attorney at own client scale, collection fees and tracing fees.

14.12 A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate unless the contrary is proved.

## 15 Customer Service

15.1 ***All queries or complaints, in respect of the goods and / or services provided by a participating Merchant or Retailer, must be referred directly to the participating Merchant or Retailer. We shall not be responsible for attending to such queries or resolving complaints.***

15.2 Any questions, queries or complaints that you may have about the Instant Money Service can be referred to our Customer Resolution Centre by calling 0860 IMONEY (0860 466 639) or by email at [info@instantmoney.co.za](mailto:info@instantmoney.co.za) or [queries@instantmoney.co.za](mailto:queries@instantmoney.co.za) or refer to [www.instantmoney.co.za](http://www.instantmoney.co.za) and [www.instantmoney.mobi](http://www.instantmoney.mobi).

15.3 We are a member of the Banking Association of South Africa who has appointed an independent Ombudsman for Banking Services (“**Ombud**”) to deal with complaints. If we do not solve your problem or you are not happy with the way that your problem was solved, then you may use the services of the Ombud who can be contacted in one of the following ways:

15.3.1 **Telephone:** 0860 800 900 or 011 838 0035;

15.3.2 **Fax:** 011 838 0043;

15.3.3 **Email:** [info@obssa.co.za](mailto:info@obssa.co.za); or

15.3.4 **Website:** [www.obssa.co.za](http://www.obssa.co.za).