

The Standard Bank of South Africa Limited's Webtrader Mobile Application Terms and Conditions ("Terms")

NOTICE - You will only have access to the Webtrader Mobile Application if you are an existing client of Webtrader

These Terms govern your access to Webtrader ("**Webtrader App**") which is available through the Standard Bank mobile application ("**Standard Bank App**") offered by The Standard Bank of South Africa Limited (registration number: 1962/000738/06) (hereinafter "**Standard Bank**", "**us**", "**we**" or "**our**"). These Terms will be made available to you at the following website www.standardbank.com/webtrader (or such other website as determined by Standard Bank) ("**Site**") or upon request.

You will be entitled to enable the Webtrader App through the Standard Bank App onto your mobile device or tablet from a designated Standard Bank authorised site, including a mobile application store ("**App Store**"). Please note that you will only be entitled to register to use the Webtrader App if you have a Webtrader Account following acceptance of the Terms of Business and Online Terms.

These Terms become binding on you once you have accepted these Terms in the format prescribed and Standard Bank has verified that you are an existing client of Webtrader. Once Standard Bank has confirmed your Webtrader Account, you will be entitled to access and use the Webtrader App.

These Terms form an agreement between you and us, so please make sure that you understand all of the terms and conditions set out below.

You agree that you will only use the Webtrader App in accordance with these Terms, including any terms and conditions incorporated herein or by reference and any applicable laws, rules and regulations.

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

1 WEBTRADER ACCOUNT

1.1 Standard Bank provides clients with access to a trading platform to invest in securities (as defined in the Terms of Business) ("**Investments**"). The trading account and services made available in respect of the trading account ("**Webtrader Account**") are governed by the [Terms of Business](#) ("**Terms of Business**") read together with the [Conditions of Access](#) which apply to the [Site](#) used to access such Webtrader Accounts (jointly referred to as "**the Terms of Business and Conditions of Access**"), which terms you will have agreed to when you registered for the Webtrader Account. In the event of a conflict between these Terms and the Terms of Business and Conditions of Access, the Terms of Business and Conditions of Access shall take precedence over the provisions of these Terms.

1.2 The Webtrader App is intended to supplement your access to the Webtrader Account, by providing you with information regarding your Webtrader Account and/or other information relating to the Webtrader Account, and the Webtrader App will facilitate access to the online trading platform for your Webtrader Account in order for you operate your trading account pursuant to the Terms of Business and Conditions of Access ("**App Services**").

1.3 ***You understand and agree that some of the functionality made available on the Site in respect of your Webtrader Account will not be available on the Webtrader App, such as the economic calendar and advanced charting.***

2 THESE TERMS ARE LINKED TO THE TERMS OF BUSINESS AND CONDITIONS OF ACCESS

2.1 You acknowledge that your Webtrader Account is governed by the Terms of Business and Conditions of Access agreements, and/or any other applicable terms and conditions,

and **it is your responsibility to comply with the Terms of Business and Conditions of Access and/or other applicable agreements, terms and conditions in relation to your Webtrader Account.**

- 2.2 The use of the Webtrader App and the App Services and your access to the [Site](#) utilising the Webtrader App is governed by these Terms.
- 2.3 **You specifically acknowledge and accept that these Terms are read together with and supplement the terms contained in the Terms of Business and Conditions of Access. This means that the terms and conditions contained in the Terms of Business and Conditions of Access apply to your use of the Webtrader App and the App Services as if they were specifically included in these Terms. We specifically bring to your attention the provisions contained in the Terms of Business and Conditions of Access relating to how Standard Bank will manage and execute the transactions on your Webtrader Account, the risks and liabilities that you assume in this regard, the time periods and terms relating to online trading and the disclaimers that you provide to us.**
- 2.4 **You also specifically agree that your trading account will be operated in accordance with the authority and acknowledgements that you provided to us in terms of clause 9 of the Mandate and the same is deemed to be given in respect of the App Services.**
- 2.5 **You specifically acknowledge and accept that you remain bound by the terms of the Terms of Business and Conditions of Access for purposes of your use of the Webtrader App and your access to the App Services.**

3 DURATION

- 3.1 These Terms will remain in force and be binding on you until you either terminate your use of the Webtrader App or your access to your Webtrader Account is terminated pursuant to the Terms of Business and Conditions of Access in accordance with clause 10 hereof.

4 SECURITY

- 4.1 Once you have registered for a digital identity with the relevant user name and password, you may be prompted to provide your additional user name and password allocated to you for your Webtrader Account in order to register for the Webtrader App. Once you have successfully registered for the Webtrader App, for security purposes you will be required to enter the relevant user name and password associated with your digital identity each time that you access the Webtrader App.
- 4.2 You acknowledge that you may only register once for the Webtrader App using a specific user name and password, however you will be allowed to link more than one Mobile Device (as defined at clause 5.1) to the same user name and password in order to access the Webtrader App. Standard Bank reserves the right to determine the number of Mobile Devices which may be linked to the specific user name and password for access to the Webtrader App and/or Webtrader Account.
- 4.3 You must at all times keep secret your user name and password and any other personal details relating to the log-in procedure (including any or one-time PIN, other personal identification numbers, passwords, user names or other digital identity codes ("**Access Codes**")) and you must take all reasonable precautions to prevent any unauthorised or fraudulent use of your Access Codes. **If you do not keep your Access Codes safe, you give up any claim you may have against us for any loss or damage you may suffer because you have not kept them safe.**
- 4.4 Standard Bank confirms that it has reasonable security safeguards in place to protect your Access Codes and other personal or confidential information provided by you via the Webtrader App. **However, you accept that, while Standard Bank will take all reasonable steps to prevent security breaches in respect of the App Services, any**

information sent over an unsecured link or communication system is susceptible to unlawful monitoring, interception or access by a third party, for which Standard Bank will not be responsible.

- 4.5 You agree to enter your correct Access Codes whenever accessing the Webtrader App, failing which you will be prevented from accessing the App Services.
- 4.6 You also acknowledge that (i) your Access Codes are for your exclusive use only; (ii) you will not share any Access Codes in relation to accessing or using the App Services or Webtrader Account to any third party or record such details in any way that may result in them becoming known to a third party; and (iii) once the correct Access Codes have been entered and submitted to Standard Bank, Standard Bank will accept and process all instructions relating to the Webtrader App accessed by way of those Access Codes, irrespective of whether the Access Codes may have been entered fraudulently or otherwise without your authority.
- 4.7 You agree not to respond to any email or other unsolicited correspondence that requests your Access Codes.
- 4.8 You must make sure that you log out of the Webtrader App when you have finished using it to prevent anyone else from using it. We will also apply an automated time-out if the Webtrader App is not used within a specified time frame.
- 4.9 You must notify Standard Bank immediately if you become aware of or reasonably suspect any unauthorised access to or use of your Access Codes by contacting Standard Bank at the contact details set out in clause 18. You are required to take appropriate steps to minimise any loss or harm that may result from such unauthorised access.
- 4.10 We are committed to providing safe online services. All users of the Webtrader App are protected by encryption. Encryption protects the personal information you send when you provide information through the Webtrader App. Our computers are protected by systems that guard against intruders. Only authorised Standard Bank employees, contractors and/or agents can gain access to material information on these computers.

5 YOUR USE OF THE WEBTRADER APP

- 5.1 Standard Bank hereby grants you a non-assignable, non-transferable, non-exclusive right to enable the Webtrader App (including any updates or upgrades) via the Standard Bank App and to access and use the App Services available via the Webtrader App on compatible mobile phones or any other compatible portable communication devices ("**Mobile Device**"), owned and/or lawfully controlled by you, for your personal use only. This right is not exclusive and Standard Bank will also allow other users to enable the Webtrader App..
- 5.2 You may only use the Webtrader App and Webtrader Account for purposes that are not illegal and you must not allow any third party to use the Webtrader App or to access the App Services.
- 5.3 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 Webtrader App, its contents, including any intellectual property therein, its design, any updates to the Webtrader App and/or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all content belonging to third parties that is found on the Webtrader App and/or any content featured on the websites which are accessed via links that are found on the Webtrader App. You may not sub-license such third party content, including intellectual property rights associated with such third party content.
- 5.4 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 Webtrader App.

- 5.5 If you wish to use the Webtrader App, you must ensure that you download and use the latest version of the Standard Bank App. If you do not install the latest version of the Standard Bank App, the App Services may not function correctly or you may experience security and/or data flaws, for which Standard Bank will not be liable under any circumstances. If you download the Standard Bank App from any applicable App Store, you agree that you will comply with and be bound by any terms and conditions prescribed for the use of such App Store by any third party, in addition to these Terms.

6 MOBILE DEVICE REQUIREMENTS

- 6.1 Standard Bank does not warrant that the Webtrader App will be compatible with nor that it will operate with every type of Mobile Device. Standard Bank will provide you with information on suitable types of Mobile Devices on the Site and/or at your request.
- 6.2 You acknowledge that the display, layout, look and feel of the content of the App Services may differ depending on the Mobile Device being used to access the App Services.
- 6.3 You acknowledge that, in order for the Webtrader App to be enabled, you are fully responsible for:
- 6.3.1 finding out whether your Mobile Device is appropriate and compatible with the Webtrader App; and
- 6.3.2 the continued functionality of the Mobile Device on which the Webtrader App has been enabled, including for ensuring that the Mobile Device is (i) in good working order; (ii) at all times updated to run on the latest version of your operating system; and (iii) operating in accordance with the relevant Mobile Device manufacturer's specifications.
- 6.4 ***You are fully responsible for the Mobile Device that you use to access the App Services and we will not be responsible for and disclaim any liability for losses that may arise due to any defect in the Mobile Device.*** You agree that you will (i) not leave your Mobile Device unattended or accessible in any manner by any third party while you are still logged onto the App Services; (ii) not save your Access Codes to your Mobile Device; and (iii) inform Standard Bank during Standard Bank Webtrader's operating hours as published on the Site, upon becoming aware of any fraudulent or unauthorised use of the App Services by any third party (at the contact details set out in clause 18 below).
- 6.5 If your Mobile Device is lost or stolen, or is no longer in your ownership or possession, you must immediately login to the Webtrader App and/or the Standard Bank App (as the case may be) through an alternate capable device, and de-authorise one or more Mobile Device as well as any linked Mobile Device. ***We will not be held liable for any losses from your failure to de-authorise your Mobile Device.*** If you cannot immediately de-authorise your Mobile Device, then you must inform Standard Bank during Standard Bank Webtrader's operating hours via our customer contact centre, as set out on the Site, in order to notify us that your Mobile Device is no longer in your ownership or possession (at the contact details in clause 18 below).

7 THIRD PARTY TELECOMMUNICATIONS; MAINTENANCE SERVICES

- 7.1 You acknowledge that (i) Standard Bank will not be responsible for any mobile operator or service provider's network and/or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting your access to the App Services; and (ii) your Mobile Device network operator (cellphone service provider) or internet service provider may charge you for accessing and using the App Services via a mobile network or Wi-Fi connection, and that you are solely responsible for such charges.
- 7.2 The use of the Webtrader App is in addition to and not in substitution of other online channels provided by Standard Bank for the Webtrader Account. You acknowledge that the Webtrader App and App Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment (hardware) malfunctions, (b) software malfunctions, (c) periodic maintenance procedures or repairs which Standard Bank and/or its third party service providers may undertake from time to time, or (d) causes

beyond the reasonable control of Standard Bank and/or its third party service providers, which causes are not reasonably foreseeable by Standard Bank and/or its third party service providers.

- 7.3 You are only allowed to access either the Webtrader Account via the Webtrader App or the Site at any one particular time and cannot access both simultaneously.
- 7.4 We reserve the right to replace, change or discontinue any of the App Services on reasonable notice to you and may also offer additional functionality and options as part of the App Services from time to time.
- 7.5 We also reserve the right to suspend your access to the Webtrader App without notice in the event that Standard Bank reasonably suspects that you are using the Webtrader App and/or Webtrader Account for any unlawful purpose and/or activity and/or whenever it deems such action necessary in its absolute discretion.

8 INTELLECTUAL PROPERTY

- 8.1 We own all intellectual property rights in and to the Webtrader App, App Services and Webtrader Account, including all content thereon or sent to and from the Webtrader App. The Webtrader App does not grant any rights of use or any other rights in respect of the Webtrader App or any intellectual property rights therein to any other person.
- 8.2 Certain content available on the Webtrader App 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:
- 8.2.1 all content belonging to third parties on the Webtrader App; and/or
- 8.2.2 any content featured on the websites which are accessed via links that are found on the Webtrader App.
- 8.3 ***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 Webtrader App and/or any intellectual property rights flowing therefrom.***
- 8.4 If we offer software to you on or through your Mobile Device, any licence agreement is between you and the software's licensor (licensor). ***You indemnify us against any breach of such software licence.***
- 8.5 We do not expressly or implicitly warrant:
- 8.5.1 the licensors' ownership of any software provided on the Webtrader App; or
- 8.5.2 rights of use of any licensor; and
- 8.5.3 that any software is suitable for its purpose.

9 DATA PROTECTION

- 9.1 Your right to privacy and security is very important to us. Standard Bank will adhere to the [Privacy and Security Statement](#) to ensure that your personal information which is obtained through the use of the Webtrader App is kept private and confidential.

10 BREACH AND TERMINATION

- 10.1 ***We may stop you from using the Webtrader App to access the Webtrader Account if you breach a clause of these Terms and do not remedy it within 5 (five) days after we have asked you to. We may still take other steps available to us, including applying to court for an urgent interdict order against you.***

- 10.2 Standard Bank or you may cancel these Terms by giving 30 (thirty) days' prior written notice to the other, except that Standard Bank in its sole discretion may cancel these Terms without prior notice to you on reasonable grounds when deemed appropriate. You agree that you will immediately de-install the Webtrader App on termination.
- 10.3 These Terms will be deemed terminated if the Terms of Business and Conditions of Access for the Webtrader Account are terminated for any reason whatsoever.

11 WARRANTIES AND UNDERTAKINGS BY YOU

11.1 You warrant that:

- 11.1.1 you are a natural person, you have full contractual capacity and no court has declared you mentally unfit;
- 11.1.2 you are a citizen of the Republic of South Africa;
- 11.1.3 you are not, and will not be, located in any country that is the subject of a United States of America (**US**) Government embargo or that has been designated by the US Government as a "terrorist supporting" country;
- 11.1.4 you are not listed on any US Government list of prohibited or restricted parties;
- 11.1.5 you have been informed at clause 18 below that you can refer any questions that you may have to us;
- 11.1.6 you have given us the correct information; and
- 11.1.7 you have read and understood these Terms, before entering into these Terms.

11.2 You acknowledge and agree that:

- 11.2.1 all information is provided "as is" and should not be treated as professional or investment advice of any kind, and you must seek independent professional advice prior to taking any action based on the contents of this Webtrader App;
- 11.2.2 nothing on the Webtrader App constitutes an offer or the solicitation of an offer for business or the sale or purchase of any Investments;
- 11.2.3 these Terms are entered into between us and you. However, since the Standard Bank App is made available through an App Store, the App Store is a third party under these Terms and will also have the right to enforce these Terms against you;
- 11.2.4 ***to the maximum extent permitted by law, the App Store does not give or enter into any warranty, condition or other term in relation to the Standard Bank App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Standard Bank App or as a result of you or anyone else using the Standard Bank App or relying on any of its content for purposes of the Webtrader App;***
- 11.2.5 any claims relating to the possession or use of the Webtrader App are between you and us (and not between you, or anyone else, and the App Store) including but not limited to product liability claims, any claim that the Webtrader App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
- 11.2.6 in the event of any claim by a third party that your possession or use (in accordance with these Terms) of the Webtrader App infringes any intellectual property rights, the App Store will not be responsible or liable to you in relation to that claim.

12 DISCLAIMER OF WARRANTIES

- 12.1 The material and any publications on the Webtrader App have been prepared solely for information purposes by Standard Bank and accordingly do not constitute an offer, a solicitation of an offer, invitation to acquire any security or to enter into any agreement, or any advice or recommendation to conclude any transaction (whether on the indicative terms or otherwise) and must not be deemed as such.
- 12.2 Whilst Standard Bank has taken care to ensure that the content and services on the Webtrader App are accurate, it does not warrant that the Webtrader App, any tools such as calculators, software, information, content or other services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality and expressly disclaim all such implied warranties. Whilst all reasonable precautions have been taken Standard Bank does not warrant that the Webtrader App or any downloads via the Webtrader App and/or Site are free from viruses or destructive code. **Standard Bank and any of its affiliates, shareholders, agents, consultants, directors, officers or employees are not liable for any damages whatsoever relating to your use of the Webtrader App or the App Services offered or information made available on the Webtrader App or your inability to use of the Webtrader App or any of the information or App Services.**
- 12.3 In addition and to the extent that it is lawful to do so, Standard Bank disclaims all warranties and conditions with respect to the Webtrader App and the App Services, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.
- 12.4 Your use of the Webtrader App is dependent on factors beyond our control, such as your network's coverage or availability, your Internet Service Provider's availability or your Mobile 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 Webtrader App, App Services and/or Webtrader Account.**

13 LIMITATION OF LIABILITY

- 13.1 **To the extent that it is lawful to do so, we (including our employees, consultants, agents or any affiliated person) are not responsible for any loss or damages related to your use of the Webtrader App, App Services, Webtrader Account or any intellectual property flowing therefrom. 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 and/or damages where:**
- 13.1.1 **someone finds out your Access Codes;**
- 13.1.2 **in the case of a juristic person, you allow an unauthorised person to operate the Webtrader App and/or the Webtrader Account on your behalf;**
- 13.1.3 **any technical or other problem (interruption, malfunction, downtime or other failure) affects the App Services, Webtrader Account, any banking system, any trading system, a third-party system or any part of any database, for any reason;**
- 13.1.4 **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;**
- 13.1.5 **any failure or problem affects goods or services provided by any other party, for example, any telecommunication service provider (such as Telkom), Internet Service Provider, electricity supplier (such as Eskom), local or other authority;**
- 13.1.6 **where such losses are incurred as a result of your use of the Webtrader Account;**

- 13.1.7 ***where such losses or damages are expressly excluded under the Terms of Business and Conditions of Access; or***
- 13.1.8 ***any event that we have no control over.***
- 13.2 Standard Bank will not be liable to you for any claims and/or losses of whatsoever nature in relation to the Webtrader App or App Services as a result of you or anyone else gaining unlawful access to the Webtrader App, App Services or any of its content or as a result of Standard Bank acting on an instruction received from you or purportedly received from you.

14 APPLICABLE LAW AND JURISDICTION

- 14.1 The laws of the Republic of South Africa govern these Terms.
- 14.2 You hereby consent to the non-exclusive jurisdiction of the Magistrates Court. However Standard Bank may elect to institute proceedings in the High Court (in its sole discretion), in which case Standard Bank and you consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg), or any successor thereto.

15 CHANGES TO THESE TERMS

- 15.1 Standard Bank is entitled to make unilateral changes to these Terms and you will be notified of such changes via email. In the event that you proceed to use the App Services after such notification has been posted via the Site or where you have been notified via email, you agree that you will be deemed to have accepted the amended Terms.
- 15.2 Without detracting from clause 15.1, you will be allowed to cancel these Terms in the event that you do not accept any material changes made by Standard Bank to these Terms or the App Services, by giving a 30 (thirty) days written notice to Standard Bank.

16 NOTICES

- 16.1 The address you supply when you register for the Webtrader Account, or such other address as you may stipulate in writing, is your chosen address where notices may be given and documents in legal proceedings may be served.
- 16.2 Standard Bank's chosen address for such purposes is East Wing, 1st Floor, 30 Baker Street, Rosebank, Johannesburg, Republic of South Africa, 2196 (physical address) and PO Box 61309, Marshalltown, 2107 (postal address), for attention of the Head: Webtrader- The Standard Bank of South Africa Limited or any subsequent address (physical and/ or postal) as advised to you.
- 16.3 Any notice given in terms of these Terms, by either party, shall be sent on any business day during the normal office hours of the addressee and will be in writing and deemed, unless the contrary is proved, to have been received:
- 16.3.1 on the date it was delivered by hand;
- 16.3.2 14 (fourteen) days after posting; and
- 16.3.3 at the time of delivery of the electronic mail.
- 16.4 Except where specifically stated in these Terms, any reference to "in writing" shall include message in electronic format.

17 DISPUTE RESOLUTION

- 17.1 In the event that there is a dispute arising from these Terms, the dispute resolution provisions of the Terms of Business shall apply.

18 CONTACT STANDARD BANK

- 18.1 If you have any complaints or queries regarding the Webtrader App or the Webtrader Account you can contact us at **0860 121 555** or **+27 11 415 6555** during Standard Bank Webtrader's call center operating hours which are set out on the Site.