

Thank you for choosing Standard Bank. These are the general terms and conditions of your relationship with us, and they apply to all banking products and services that we offer.

We want our interactions with you to be fair and transparent, so we've designed our agreements to be clear and understandable. If there's anything you would like us to explain, please tell us. **Pay special attention to the clauses in bold as they may limit our responsibility or contain important information.**

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1 Introducing the agreement

1.1 Parties to the agreement

The agreement is between:

- a) you, our client. (the person who applies for a product with us or in whose name a product is opened); and
- b) us, The Standard Bank of South Africa Limited (Registration Number 1962/000738/06).

1.2 Documents that make up the agreement

The agreement is made up of the following documents:

- a) Your application to us for a product.
- b) Any approval letter that we send to you.
- c) These general terms and conditions, which apply to all products that you have with us.
- d) The product terms and conditions for a specific product.
- e) Any product information documents for a specific product.
- f) The most recent version of the pricing guide on www.standardbank.co.za.

1.3 Conflicts between terms and conditions

The general terms and conditions apply to all our products. If there is a difference between these terms and conditions and any product terms, the product terms will apply in respect of the product only.

1.4 If you change your mind (cool off) – direct marketing sales only

If you applied for or bought a product after being contacted by direct marketers of Standard Bank, you have five business days from the date on which the product was opened in your name to cancel the product and end the agreement. We refer to this as a cooling-off period. If you cancel the product or end the agreement during the cooling-off period, we will not charge fees.

1.5 Contact us if you have any questions

If you have any questions about the agreement, please contact our Voice Branch as follows:

- By phone on 0860 123 000; or
- By email at information@standardbank.co.za.

If your question is about a specific product, please follow the process set out in the product terms and conditions.

2 Definitions and rules of interpretation

2.1 Definitions

The words and expressions below have the meanings set out next to them unless the context clearly indicates a different meaning.

applicable laws	means any of the following: • all national, provincial, local and municipal legislation or subordinate legislation, ordinances, regulations or by-laws; • all regulations, policies, directives, position papers, rules or other instructions of any relevant regulatory authority; and • the common law, judgment, order or decree.
business day	means any day of the week except a Saturday, a Sunday or an official South African public holiday.
loss	means an amount that a person is legally responsible for, including penalties, fines, damages, expenses such as legal fees. Loss includes direct, indirect, and consequential damages.
products	means the various banking and other products, services and facilities that we offer to our clients.
regulatory authority	means a person who has authority over you, us or the activities covered by the agreement, and includes: • any national, municipal, provincial, other local or administrative government, authority or department; • any agency, tribunal, commission, regulator, self-regulatory body or similar body (such as the South African Reserve Bank, the Information Regulator and the Payments Association of South Africa) and any other body authorised in its place.

2.2 Rules of interpretation

Reference to Standard Bank	Any reference to Standard Bank is also a reference to our successors-in-title and assigns.
Headings	Headings are aids to reading and understanding. They are not terms or conditions themselves and they do not limit or extend the meaning or application of the terms or conditions.
Singular and plural	Words in the singular include the plural. Words in the plural include the singular.
Including	The words 'include', 'includes' and 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.
Reference to persons	Where we refer to a person, we mean either an individual, natural person or a juristic person (for example, a company, close corporation, trust or partnership) or both, depending on the context.
Reference to laws	When there is reference to an applicable law or a section of such a law, we mean that law or that section of the law as amended, repealed or replaced.

3 Doing business with you

3.1 Tell us about changes to your finances

You must write to us immediately if your financial circumstances change and could create the risk that you might not be able to pay back money that you owe us.

3.2 We may check if you can afford to pay back credit

We need to know if you can afford any credit that we give to you. You must give us information about your finances any time we ask for it.

We may also do the following:

- a) Ask a credit reference agency about your borrowing history. (We do not need to ask for your permission to make these enquiries.)
- b) Give credit reference agencies updates about your conduct relating to a product and its terms and conditions.

3.3 We may ask you to give us security for your debt

We may ask you to give us security or undertakings for amounts that you owe us. For example, we may ask you to cede (hand over) your rights to the money in one or more of your products to ensure that you can repay amounts that you owe us. This type of security arrangement is known as a 'cession in security.'

3.4 We may use a positive balance in one account to set off (settle) a negative balance

If you do not repay money that you owe us by its due date in one account, we may use money from any of your other accounts to pay off the debt if the law allows it. This is known as 'set-off.'

Before we apply set-off to any of your products, we will let you know that we are doing it and we may put the relevant amount on hold while we discuss the matter with you. Your statements for the relevant products will show the set-off.

4 Giving instructions to us

4.1 Beware: email and phone instructions can be intercepted

You can ask us to accept instructions from you by phone or email. If you do this, we will ask you to sign an indemnity form because using your phone and email is not as safe as using the Mobile App or online banking or going into a branch. **This means that we may receive instructions that appear to be from you but that you did not authorise (for example, another person or an automated device may intercept your email or phone communication and change it without your knowing it).**

We act on all instructions that appear to come from you. It is your responsibility to make sure that we have received instructions that you gave by phone or by email.

4.2 We may be unable to process an instruction

We may be unable to process your instruction in the following instances:

- a) If we think the instruction is unclear, conflicting, incorrect, incomplete or unauthorised.
- b) If processing the instruction would or might cause us to breach our policies or any applicable laws.
- c) If you fail to comply with our reasonable requests for information, documents or authorisations.
- d) If processing it may result in an unauthorised credit.
- e) If we have a valid reason for doing so.

If we cannot process your instruction, we will notify you as soon as we can.

4.3 We may delay or suspend a transaction

We may delay or suspend payment of a transaction amount in the following cases:

- a) Where the amount is above our risk detection parameters (which are our own confidential measures that we use to categorise, evaluate and prioritise risks).
- b) If we believe that the transaction, or the batch it is in, is invalid or linked to any prohibited activities or may harm someone.

We are not responsible to you for any losses you may suffer if we take any action under this clause.

4.4 Stopping, reversing or cancelling a transaction

We will try to stop, reverse or cancel a transaction when you ask us to but we are not responsible if we cannot do so. You agree to pay us for any costs we may incur in trying to stop, reverse or cancel a transaction.

5 Promises that you give to us (warranties)

We will treat the information you give to us as accurate and true when doing business with you. If it is not accurate and true, we may have a claim against you for losses that we might suffer.

5.1 If you are an individual

If you are an individual, you warrant that:

- a) All information that you give to us is correct and complete.
- b) You are complying with all applicable laws.
- c) You are not in default in respect of any of your obligations under any other agreement.
- d) You are not a sanctioned entity as defined in section 12 below.
- e) You are not aware that you are being investigated for any activities relating to sanctions as defined in section 12 below.
- f) If you become aware that you are being investigated for any activities relating to sanctions, you will tell us immediately in writing.

5.2 If you are conducting a business

If you are conducting a business, you warrant that:

- a) All information that you have given to us is correct and complete.
- b) You are complying with all applicable laws.
- c) You are not in default in respect of any of your obligations under any other agreement.
- d) You have the authority to enter into this agreement and to perform your obligations under it.
- e) You conduct business at the required standard in terms of confidentiality, security and reputation.
- f) You have obtained and will maintain all consents, registrations, filings, certificates, licences, approvals, permits and insurances that you are required to have.
- g) You are not a sanctioned entity as defined in section 12 below.
- h) You are not being investigated for any activities relating to sanctions as defined in section 12 below.
- i) If you are being investigated for any activities relating to sanctions, you will tell us immediately and in writing.

5.3 Consequences of breaking your promises (individuals and businesses)

- a) If we know or suspect that you have broken any of the warranties in this clause or that sanctions may be imposed on you, we may immediately do either or both of the following:
 - Cancel or stop access to any products that we provide to you.
 - Cancel this agreement and any other relationship we have with you.
- b) **We are not responsible to you for any loss you suffer if we cancel this agreement because you broke your warranties or sanctions were imposed on you.**
- c) You must pay us for any loss that we incur because of the following:
 - You broke any of these warranties.
 - A sanctioning body seizes, withholds or blocks money.

6 Protecting your personal information

- 6.1 We understand that your personal information is important to you. By using our products, you acknowledge that your personal information will be processed by us and (if necessary) by third parties according to our privacy statement, which is in line with all applicable laws relating to the protection and processing of personal information.
- 6.2 It is your responsibility to read and understand the contents of the privacy statement, which is available on our website at www.standardbank.co.za/privacy, or you can ask us to email it to you.
- 6.3 We will maintain the confidentiality of your personal information and we will implement security safeguards to protect your personal information as set out in the privacy statement.
- 6.4 Our privacy statement is an important part of these terms and describes what personal information is; what information we process; how we process your information; where we collect your information; who we share your information with; your rights as a data subject and the complaints contact details of both Standard Bank and the regulatory authority.

7 Fees, charges, interest and taxes

7.1 Refer to the online pricing guide for fees and charges

You must pay the fees and other charges that apply to your products. These fees and charges are in the pricing guide on our website except in the following instances:

- a) We agreed different fees with you.
- b) The product terms specify different fees.

We review our fees and charges regularly and annually publish a new pricing guide that is valid from 1 January to 31 December. If there is a change to our fees, interest or other charges during the year, we will let you know in good time before the changes apply. Other charges include taxes, duties and penalties.

7.2 You must pay the costs for recovering money from you

You must pay the costs that we incur to recover outstanding amounts under this agreement, including:

- a) our reasonable costs and charges for collections and recoveries, such as collection commission, tracing fees, and default administration charges; and
- b) the actual legal costs and fees that our attorneys charge us using the attorney-and-own-client scale.

7.3 We pay interest only where we specify it

We pay interest on a product only where interest is specified as a feature of that product. All interest rates quoted are per annum. If our product terms and conditions allow, we may change the interest rates we pay to you. Any changes will apply immediately.

7.4 We don't give tax or legal advice

We don't give tax or legal advice as part of this agreement. To understand the tax implications of any product, or for any other tax or legal advice, you should contact your tax practitioner or a lawyer.

8 When our responsibility is limited or excluded

Neither we, nor any third party that we are accountable for, will be responsible for any loss resulting from:

- a) Our closing, suspending access to or restricting activity on any of your products or accounts.
- b) Our complying with any applicable laws.
- c) Any circumstances beyond our control, for example:
 - i. malfunction of any of our equipment, terminals, ATMs, and systems;
 - ii. power cuts, service interruptions and outages that affect your access to a product;
 - iii. unusually severe weather, earthquakes, hurricanes, floods, fires;
 - iv. epidemics or pandemics;
 - v. labour action such as strikes, marches and protests;
 - vi. riots, looting, civil commotion or unrest;
 - vii. any unlawful activity by a third party; or
 - viii. any restriction imposed or other action taken by a sanctioning body or a regulatory authority.

9 Handing over rights and obligations (cession and assignment)

9.1 You must first get our consent in writing

You must not hand over (cede) your rights or delegate (assign) your obligations under this agreement, including your rights as the holder of an account or the right to payment of a credit balance on your account, to another person without first obtaining our consent in writing, on such terms as we require. (The person that you cede rights to is referred to as a 'cessionary' and the person that you assign obligations to is an 'assignee'.)

We alone may decide whether to grant or withhold our consent to a cession or assignment. If we give our consent, we may update this agreement to include extra rights for us or to impose extra obligations on the cessionary or the assignee. By accepting the terms and conditions, you agree to help us to negotiate changes with that cessionary or assignee if we consider the changes necessary.

9.2 We don't need your consent to hand over rights or obligations

You agree that we may cede any or all of our rights or assign any or all of our obligations under this agreement to any other person. We do not have to inform you of any cession or assignment unless the law requires us to do so.

The cessionary and the assignee have the right to exercise all the rights or obligations (where applicable) that we have under this agreement, including the right to process your personal information.

10 You must comply with all applicable laws

The Financial Intelligence Centre Act 38 of 2001 (FICA) requires us to have specific, up-to-date information about you and any people or entities related to or associated with you. This is for your and our protection against money laundering, terrorist financing and other illegal activities involving money. We will ask you for the information when you apply for a product and at other times during our relationship with you, where we will ask for the information by email, SMS or through any other form of communication that we may choose. We may check that information for accuracy and completeness.

If you do not give us the information or documents we ask for, we may:

- a) refuse your application, or
- b) immediately suspend or close any product that you have with us.

11 Financial crimes and prohibited activities

11.1 Preventing financial crimes

We are committed to conducting our business with integrity and carrying out our legal, regulatory, social and ethical responsibility to:

- a) protect our clients against financial crimes; and
- b) combat financial crimes, such as money laundering, financing terrorism, tax evasion, bribery and fraud.

11.2 You must not engage in prohibited activities

You must not engage in any prohibited activities or use any of your accounts with us under this agreement for any prohibited activities. Prohibited activities include the following:

- a) Any activities that do not comply with applicable laws.
- b) Illegal or terrorist activities, or the financing of these activities.
- c) Financial crimes, including money laundering, bribery, tax evasion, corruption or fraud, or any payments that improperly advantage any person.
- d) Any activities that sanctions apply to.

You warrant to us on the date on which you sign this agreement and on every day that the agreement is in place that:

- you are not involved in any illegal or terrorist activities; and
- none of your accounts with us are being used for any prohibited activities including those referred to above.

11.3 Consequences of breaking your warranty

You agree that, if you breach your warranty:

- a) you will pay us for any loss that we suffer as a result of your breach of; and
- b) you will pay the Group for any loss that it incurs as a result of your breach; and
- c) you will pay for such loss immediately on demand by us and/or the Group.

This clause provides a benefit for the Group, which is not a direct party to this agreement. The Group may accept the benefit at any time and in any manner allowed by law.

- 11.4 **We may investigate suspected prohibited activities**
- We may conduct identity and fraud checks on you, and we may share information about your application for and you conduct on any product with any of the following:
- Any regulatory authority.
 - The South African Banking Risk Information Centre (SABRIC).
 - The Southern African Fraud Prevention Service (SAFPS).
 - Any person involved in fraud prevention or law enforcement.
 - Affected third parties.

You must help us, at your expense, to investigate any prohibited activities, for example by giving us all information we ask for relating to the prohibited activities. By accepting the terms and conditions, you give consent for us to share the relevant details of any suspected or proven prohibited activities with any person listed above.

- 11.5 **We may suspend your access to the product and your accounts**
- If we suspect that an account or a product has been or is being used for, or is linked to any prohibited activities, we will take immediate action. We do not have to give you notice of the action we will take. We may do any or all of the following:
- Restrict activity on the relevant account or product so that you cannot transact on it.
 - Suspend access to any of your accounts or products or your money.
 - Secure the money related to the prohibited activities and transfer it into a suspense account.
 - Take any of these actions for as long as is necessary to protect our rights and those of any affected third parties.

12 **Sanctions and sanctioned entities**

12.1 **Definitions for this section**

sanctions	means measures imposed or restrictions set by a sanctioning body, including diplomatic, travel, trade or financial sanctions or embargoes.
sanctioning body	means any sanctioning regime that we recognise, including: - the United Nations; - the European Union; - the Council of Europe (founded under the Treaty of London, 1946); - the Government of the United States of America; - the Office of Foreign Assets Control of the US Department of Treasury; - the US Department of Commerce; - the US State Departments or the US Department of the Treasury; - the Government of the United Kingdom and His Majesty's Treasury; and - the Government of the Republic of France and the French Ministry of Finance.
sanctioned entity	means a natural person, an organisation or a country that any sanctions apply to or that appears on a sanctions list, including all the following: - A country that is on a sanctions list, its ministries, departments and agencies and any other governmental organisations. - Any natural person who owns or controls a juristic person (for example, a company, trust or organisation) that is on the sanctions list. - Any juristic person that it owns or controls and that is on the sanctions list. In this context, 'owns' means holding any percentage of ownership or beneficial interest; and 'controls' means the ability to control the business or policy of the juristic person, whether directly or indirectly, through the voting of shares, by appointing directors or by any other means).
sanctions list	means any list of sanctioned entities published by a sanctioning body, as updated from time to time.

- 12.2 **Using or making available any product to benefit a sanctioned entity**
- You must not use or make available any product to help or benefit a sanctioned entity.

- 12.3 **You warrant that you are not a sanctioned entity**
- You warrant to us on the date on which you sign this agreement and on every day that you are our client that you are not a sanctioned entity or being investigated for any activities relating to sanctions.

- 12.4 **You must not engage with sanctioned entities**
- You must not:
- Use your loan account or your current account or any accounts that you have with us to finance a sanctioned entity.
 - Use the money that is in any of your accounts or that is available to you in respect of any agreement that you have with us –
 - in a country that is subject to any sanctions;
 - to finance the activities of a sanctioned entity;
 - for another person or organisation that intends to use the money to finance the activities of a sanctioned entity.
 - act in any way that helps or benefits a sanctioned entity.

- 12.5 **Consequences of breaching your warranty**
- You agree to pay us for any loss that we suffer as a result of your breach of this warranty; and
 - You agree to pay the Group for any loss that it incurs caused by your breach of this warranty; and
 - You agree to pay immediately on demand by either or both of us and the Group.
- This clause provides a benefit for the Group, which is not a direct party to this agreement. The Group may accept the benefit at any time and in any manner allowed by law.

13 We may change the terms of the agreement

We may change the terms and conditions of this agreement and the changes will always be in line with applicable laws. We will tell you about the changes through our website, your product or our Mobile Banking App, by SMS, by email or through any other form of communication that we may choose. If the change will have a significant effect on you, we will let you know at least 20 business days before it comes into effect.

If you don't agree with a particular change, you must stop using the product before the change happens. You will then have limited access to your product, but you can contact us to discuss a more suitable product for your needs.

You are not permitted to change any of the terms of the agreement or any part of a term. If you continue to use the product after we change the terms of the agreement or any part of a term, we will assume that you have accepted the change.

14 Closing an account, cancelling a product or ending the agreement

14.1 If you want to close an account, cancel a product or end your relationship with us

a) Give us notice in writing

If you decide to close an account or cancel a product or end your relationship with us, you must give us notice before you do it. Check the relevant product terms and conditions for the amount of time the notice must be. If the product terms and conditions do not give a specific time, then you must give us five business days' notice.

You can do this by:

- contacting your relationship manager or banker; or
- going into a branch; or
- calling our voice branch (the details are set out below); or
- using any of our digital channels, such as our website or the Mobile Banking App.

We will start the process of closing the account, cancelling the product or terminating the relationship with you once we receive the notice. We will communicate with you where necessary during this process or if we are unable to comply with your request. We will notify you once your account has been closed or a product has been cancelled, and you must not assume that your account has been closed or that a product has been cancelled until we confirm this.

b) Give us documents that we require

We may also require proof of your identity and, if you are a business, a formal resolution from the business.

c) Your FICA information must be up to date

We must be able to verify your FICA information before you can withdraw money from your account or any other product you have or before we need to pay you any money that we owe you.

To end the relationship, you must close all your accounts

If you want to end your relationship with us, all your accounts or products with us must be closed or cancelled.

14.2 If we want to close an account, cancel a product or end our relationship with you

a) We will give you notice and reasons in writing.

We may close any account, cancel any product or terminate our relationship with you, by giving you reasonable prior notice in writing, using the last contact details we have on record for you. The reasons we give you for any actions we take will be in our sole discretion and may include any of the following:

- We are compelled to do so by applicable laws or by a regulatory authority or we have the right to do so as agreed with you contractually.
- You are in breach of applicable laws or you have not remedied a default under any terms and conditions that apply to you.
- Your conduct or the conduct of any person you are related to, including inappropriate behaviour towards our staff, does not align with Standard Bank's values, or a continued relationship with you may expose Standard Bank to reputational or operational risks.
- We know or have reason to suspect that you are engaging in prohibited activities.
- You gave us false or misleading information or you haven't given us all the information we need from you to comply with applicable laws.
- Despite our writing to you to let you know that you are no longer using an account or a product and giving you a reasonable opportunity to start using the account or product again, you fail to do so.
- You no longer qualify for an account or product according to Standard Bank's specifications and the applicable terms and conditions.

If we intend to close your account or terminate our relationship with you, we will communicate with you, where necessary, during this process and we may allow you an opportunity to make representations before we do so. We will consider all representations made, but we retain the right to make the final decision. If we request you to do so, you must pay us all amounts you owe us by the date in the notice.

b) When we will not give you reasons

We may under certain circumstances exercise our right to close or cancel any of your accounts or products or end our relationship with you immediately without giving you reasons. The circumstances include the following:

- If we believe or have a reasonable suspicion that a product is being used for any prohibited activities.
- If we believe or have a reasonable suspicion that your operation of any product directly or indirectly benefits a sanctioned entity.
- If we are notified that you are a sanctioned entity.
- If we must do so in terms of applicable laws.

14.3 Reallocating account numbers

a) Once your account is closed, we may reallocate the account number after a certain period. When you close your account must make sure that you do the following:

- notify everyone who needs to know of the change in your banking details; and
- cancel all debit orders or stop orders linked to your closed account.

- b) **We are not responsible to you for any losses you may suffer if we reallocate your account number and you did not notify everyone who needs to know of the change in your banking details.**

15 Default, resolving disputes and legal proceedings

15.1 A manager's certificate is proof of facts

A certificate signed by one of our bank managers that sets out the amount that you owe us, the rates of interest that apply, and any other fact relating to the agreement, is enough proof of those facts unless you can prove otherwise. This is called prima facie proof.

We do not need to prove the authority, qualification or appointment of the manager who signs the certificate.

15.2 If you default under the agreement

If you default on any of your obligations under the agreement and don't fix the default after we have given you notice to do so, we may take whatever steps we can in law. If the agreement falls under the National Credit Act 34 of 2005, we will follow the process set out below:

We will tell you about the default in writing

We will send you a letter to tell you about the default and ask you to:

- a) fix the default by a date we give; or
- b) refer the letter to a debt counsellor, dispute resolution agent, consumer court or relevant ombud.

For each default letter that we send to you, we are allowed to charge you:

- a) fees, called default administration fees; and
- b) reasonable and necessary expenses that we incur in delivering the letter to you.

If you have applied for debt review

If you have applied for debt review with a debt counsellor, we may give you notice in writing to end your debt review if 60 days have passed since your application.

15.3 We may charge recovery costs

If we have to enforce our right to recover the amount you owe us, we will charge you collection costs and reasonable legal costs as allowed by the applicable laws.

15.4 Addresses where you and we agree to be served notices and processes (domicilia)

Any legal document or notice to be served in legal proceedings must be written on paper and served at our respective street addresses.

The Electronic Communications and Transactions Act 25 of 2002 does not apply to these documents or notices.

a) Your notice address

You choose the address that you gave on your application form for a product as your notice address for legal notices and processes (for example, a summons). This address is known in law as your domicilium citandi et executandi.

b) Our notice address

We choose the following address as our notice address:

5 Simmonds Street

Johannesburg

2001

South Africa

Attention: Head: Legal, SA

You or we may change our notice address by giving each other notice in writing. Any new notice address must be a physical address in South Africa.

15.5 Time periods for notices, including legal notices

Any notice sent under the agreement and under the terms and conditions is treated as being received:

- a) on the date of delivery, if delivered by hand to the physical address;
- b) seven days after the date on which it was posted if it was sent by prepaid, registered post;
- c) on the first business day after the date of delivery if delivered by a recognised courier service;
- d) on the first business day after it was sent if sent by fax.

16 Each term is separate

Each provision of this agreement is separate. If a court or regulator finds that any term or condition is invalid or illegal or cannot be enforced, then removing that term or condition from the agreement does not affect the provisions that remain.

17 No relaxation we grant will affect our rights

We may relax any of the terms and conditions of this agreement at any time and for any reason. However, you must see this as a temporary relaxation as it does not mean that we give up our right to enforce your obligations in the future.

18 Contact information for relevant ombuds

If you have a concern relating to the agreement, and we have not been able to resolve it to your satisfaction, you may contact the relevant industry ombuds or authorities, which are independent from us and provide a service free of charge:

- a) **the National Financial Services Ombud Scheme South Africa (NFO) , which is an amalgamation of the Ombud for Banking Services, the Short Term Insurance Ombud, the Long Term Insurance Ombud and the National Credit Regulator** through the website at www.nfosa.co.za, by telephone at 0860-800-900 or by email at info@nfosa.co.za.
- b) **the Ombud for the Financial Advisory and Intermediary Services Act** through the website at www.faisombud.co.za, by telephone at (012) 762 5000, by fax at (012) 348 3447 or by email at info@faisombud.co.za.
- c) **the Financial Sector Conduct Authority** through the website at www.fsca.co.za, by telephone at (012) 428 8000, by fax at (012) 346 6941 or by email at info@fsca.co.za.

19 South African law governs the agreement

The laws of the Republic of South Africa govern this agreement, and the courts of South Africa have sole jurisdiction, which means the authority to hear and decide disputes.