

1 Introduction

- 1.1 The Terms take effect (begin) when we open the Account in your name.
- 1.2 You must know, understand and comply with the Terms and the General Terms, as they form a binding agreement between you and us.
- 1.3 If there is a difference between the Terms and the General Terms, the Terms will apply in respect of the Account.
- 1.4 **Important clauses that may limit our responsibility or involve some risk for you are in bold and require your special attention.**

2 Definitions

We have defined some terminology for consistency. (Singular words include the plural and vice versa). In the Terms:

- Account** means the Shari'ah personal fixed deposit account opened at your request, subject to our approval.
- General Terms** means the general terms and conditions, available on our website, that apply to all our products and services.
- Internet Banking** means Standard Bank Internet Banking, a service available on our website.
- Investment Amount** means the amount you deposit in your Account for the Investment Term and includes any further deposits you make at the end of the Investment Term for reinvestment.
- Investment Term** means the fixed period for which you have invested your money.
- Mobile Banking App** means the Standard Bank Mobile Banking Application.
- Mudarabah** means a Shari'ah contract where you provide capital in the form of a deposit and we provide management and entrepreneurial skill. We will manage the capital by investing at our discretion in Shari'ah-compliant assets.
- Nominated Bank Account** means the bank account held with any bank that you selected when you applied for the Account or thereafter, to enable you to withdraw your funds at the end of the Investment Term.
- Pricing Guide** means the schedule of fees for all our bank accounts, which can be obtained at any branch or on our website and which is updated annually.
- Standard Bank, we, us, our** The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
- Takharuj Website** The termination of a contract by mutual consent. means the website at: www.standardbank.co.za.
- You** The natural person who applies for an Account, or in whose name an Account is opened.

3 Your Account

- 3.1 The minimum deposit required for opening the Account is R1 000.
- 3.2 You must invest the funds for a fixed Investment Term. You may choose an Investment Term from one month to 60 months when you apply for the Account.
- 3.3 Subject to clause 3.2 above, you must deposit your funds within seven days after opening the Account to receive the indicative profit rate. If you do not make this deposit within seven days, your Account will be closed.
- 3.4 This Account is based on the Shari'ah principle of Mudarabah.
- 3.5 Mudarabah products are not covered by the Corporation for Deposit Insurance (CODI). You can find out more about this on the [CODI website](#).
- 3.6 If you have a debit or credit card with us, we can link the Account to it at your request. This means you will be able to view or access your Account through any Standard Bank ATM and, if you have registered for digital banking with us, through Internet Banking or the Mobile Banking App as well. The Account linking will only enable you to view the Account, not to transact on it, as this is a fixed investment. Even if the Account is not linked to your

card, you will be able to find out more information regarding your Account through your relationship manager or our call centre or at one of our branches.

- 3.7 An income tax certificate in respect of your Account will be generated for each tax year and will be sent to you or will be available for download through Internet Banking or the Mobile App. You can also request this certificate through your relationship manager or our call centre or at one of our branches. If your investment term is 12 months or less, your tax certificate will only disclose profit that has been paid to you during the relevant tax year. If your investment term is longer than 12 months, your tax certificate will disclose the profit you have earned as calculated in line with income tax legislation (section 24J of the Income Tax Act). However, such profit earned may not have been paid to you at the end of the tax year. Therefore, while you may only receive the profit on maturity of the investment, for example, the profit earned will be spread over the investment term and reported as such in your tax certificate and will be taxed accordingly over the period of the investment. We are also obliged to share this information with the South African Revenue Service, in accordance with applicable laws and regulations.
- 3.8 Your Shari'ah profit share is deemed to be interest for income tax purposes.
- 3.9 **If you default on any amount that you owe on another account held with us, we may give you notice that the Investment Amount will become due and payable to you. We may use the proceeds of your Account to settle this debt. Any money that remains will be paid to you.**
- 3.10 If you pledge funds in your Account as security for any credit facilities with us, we will block access to the amount pledged.
- 3.11 **You must keep your confidential information safe and secure and you must always access your Account in a safe and secure manner. For example, if someone accesses your Internet Banking or Mobile Banking App details, or a payment card linked to the Account together with your card PIN without authorisation, they could withdraw or transfer all your money out of the Account. You must immediately report a lost, swallowed or stolen card or a lost or stolen device containing card details or used to access Internet Banking or the Mobile App.**

4 Deposits and Withdrawals

- 4.1 Once the Account has been opened, you are required to pay into it an amount equal to or more than the minimum deposit specified in clause 3.1 above. This amount becomes the Investment Amount for the Investment Term.
- 4.2 Once you have made your initial deposit into the Account, you cannot make additional deposits during the Investment Term.
- 4.3 Any withdrawal or closure of the Account during the Investment Term will be based on the Shari'ah principle of Takharuj. To see the minimum Takharuj charge, please refer to the Pricing Guide on our website.
- 4.4 Profit that has accrued in your favour up to this point will be paid to you.
- 4.5 You cannot load any debit orders or stop orders against the Account.

5 End of Investment Term

- 5.1 At the end of the Investment Term, we will transfer money into your Nominated Bank Account. If you have requested payment to be made before the end of the Investment Term, we will transfer your funds after charging the early redemption charge. If the payment of any funds is due on a Sunday or a public holiday, we will make the payment on the following business day.
- 5.2 If the transfer cannot be done, we will contact you to make an alternative arrangement. Should we not be able to reach you after three attempts, we will immediately reinvest your funds for a period equal to the Investment Term. Should your funds be reinvested, the terms and conditions applicable to your Account at that time will apply. Early withdrawal charges will also apply should you wish to withdraw the funds after such reinvestment has started and if your withdrawal is within the reinvestment term.
- 5.3 The profit sharing applicable will be at the indicative rate prevailing for Shari'ah personal fixed deposit accounts for the Investment

	Term on the day we reinvest it. The profit sharing during the reinvestment period will be calculated as set out in clause 6.	9	Statements
5.4	Should you, at the end of the Investment Term, instruct us to reinvest your funds, you will have the option of changing your Investment Term and Investment Amount. You can increase the amount of your invested funds by depositing additional funds within seven days from the date of expiry of your Investment Term.	9.1	You can obtain statements on the Account by email or at any branch and you may choose how regularly you want to receive them. Statements are also available through our Mobile Banking App or Internet Banking.
5.5	The additional funds to increase your Investment Amount will be agreed with you and captured on our system. We will provide you with a new contract reflecting the new Investment Amount, which will be made up of your initial deposit plus the profit earned together with the additional funds to be deposited. The contract you sign assumes that you will make the deposit for the increased amount in a timely manner.	9.2	It is your responsibility to check your Account and report any discrepancies to us within 60 days of your last statement date.
5.6	If you deposit an amount that is less or more than the amount agreed and captured, the funds will be rejected by our system.	10	Fees
5.7	Should the additional funds not be received within the seven days, the existing funds in the Account will be reinvested for the agreed Investment Term at the applicable rate prevailing for the Account at that time. Any new contract you signed will then be cancelled and will not apply to your Account.	10	We will not charge you a monthly fee for the Account. However, there may be other fees that apply to the Account, such as the early withdrawal charge. We will let you know about these or any other applicable fees through our Pricing Guide or by any other means we see fit.
5.8	Please read through the terms and conditions carefully and ensure that you understand them before you instruct us to reinvest. The capital and profit balance on your Account balance will continue to earn profit while waiting for additional funds to be deposited within the seven-day period.	11	Changes to the account rules, the fees or the Terms
5.9	Profit will be calculated on the new balance in your Account once the additional funds have been received.	11.1	We can change the Terms at any time and we can change the product rules that apply to the Account, for example, with regard to the minimum balance, the fees or the indicative profit rate. We will tell you about any changes through our Pricing Guide, our website, Internet Banking, the Mobile Banking App, social media or your Account statement, or by sending you an SMS, MMS or email. We may also send a push message (in other words, a message that you must respond to) to your phone. You must make sure that we always have complete, accurate and up-to-date contact details for you.
5.10	All reinvestments are subject to your meeting our compliance requirements, for example our FICA (Financial Intelligence Centre Act) requirements as set out in the General Terms.	11.2	The latest version of the Terms applies to you each time you use the Account. By continuing to use the Account, you are agreeing to the updated Terms. If you continue to use the Account after we have given you notice of the updated Terms, we will assume that you have agreed to the changes and to be bound by them.
6	Profit sharing	11.3	You can close the Account (in accordance with clause 13 below) or apply for another product if you do not accept the changes to the Terms.
6.1	If we make a profit from our activities using your capital, we will share the profit with you according to the profit-sharing ratios described in these terms and conditions.	11.4	You are not allowed to change any of the Terms.
6.2	You will receive 50% of the profit and we will receive 50% of the profit.	12	No tax or legal advice
6.3	We calculate profits using the average daily balance maintained in your Account.	12.1	It is important that you understand the features, benefits, Terms, fees and tax and legal implications of the Account before you apply for it.
6.4	We have created weightages based on the tenure and balance of your investment. If you invest for a longer term and/or your investment balance is higher, your weightage will be higher.	12.2	We do not provide any tax or legal advice so you must consult with your own adviser to understand the tax or legal consequences of having an account with us and of any changes made to it.
6.5	The information relating to the weightage allocated to your Account can be obtained on our website or at your nearest branch.	13	Closing the Account
6.6	You must choose when we should pay you the profit you have earned on your Account. This can be done at a branch, through Internet Banking or on the Mobile Banking App. Your payment options are: monthly, quarterly, half-yearly, annually or at maturity. Profit is quoted per annum and is subject to the actual capital amount deposited; the chosen Investment Term must run its full course.	When you close the Account	
7	Capital not guaranteed and sharing of losses	13.1	If you decide to close the Account before the end of the Investment Term or any subsequent term chosen at the time of reinvestment, you must inform your relationship manager or your banker or your branch. You will be charged an early withdrawal charge if you close the account.
7.1	The capital in your Account is not guaranteed. If we incur any losses using your capital, your capital may be reduced.	13.2	The Account must be fully compliant with the requirements of the Financial Intelligence Centre Act before you can withdraw your money from it. If you owe us any money (including fees), the relevant amount must be settled in full before we can close the Account.
7.2	No profit share will be allocated if Shari'ah-compliant assets were not obtainable during the Investment Term.	13.3	If you close your Account, this does not mean that you end your relationship with us. Any other products that you have taken up with us will remain in place.
7.3	Funds will be returned and the Account will be closed if Shari'ah-compliant assets were not available on your Account.	When we close the Account	
7.4	If the Mudarabah pool suffers a loss, the loss will be confined to the funds you deposited in the pool with the Bank.	13.4	We may close the Account on written notice to you and if we do this, you must pay any amounts you owe us (including fees) by the date set out in such notice.
8	Donation of non-Shari'ah-compliant profit	13.5	We may close your Account immediately and without notice if:
	You appoint the Bank to dispose of or donate any impermissible or non-Shari'ah-compliant profit accrued to your Account to charitable organisations, as stipulated by our Shari'ah Advisory Committee, on your behalf without your consent.		<ul style="list-style-type: none"> • we believe or suspect that the Account is being used for any prohibited, unlawful, fraudulent or sanctioned activity; • we believe or suspect that your operation of the Account directly or indirectly benefits a sanctioned entity; • we are notified that you are a sanctioned entity; or • we must do this for any other legal reasons.