

1 Introducing the terms

- 1.1 These Standard Bank PayShap for Business terms and conditions (terms) form a legally binding agreement between you, the person who has a business transactional bank account with us, and us, The Standard Bank of South Africa Limited (registration number 1962/000738/06).
- 1.2 The terms become effective when you use the service. **This means that you agree to the terms and warrant (promise) you can enter into a legally binding agreement.**
- 1.3 You must know, understand and comply with the terms, which apply together with the latest version of:
- the [Standard Bank general terms and conditions](#), including any definitions, privacy statement, disclaimers and disclosures that are incorporated by reference into the terms;
 - the [Standard Bank Business Transactional Account terms](#);
 - the portal terms and conditions.
- 1.4 If there is any conflict between these terms and any others mentioned above, these terms will apply to the service.
- 1.5 **Pay special attention to the clauses in bold, as they may exclude or limit our liability (responsibility) to you or involve some risk for you.**
- 1.6 **You must make sure the service is suitable for your needs.**

2 Definitions

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

Word	Meaning
applicable laws	As defined in Standard Bank's general terms and conditions.
bank account	The business transactional account that we have opened in your name. This account is linked to your ShapID or Shap Name and is used to send and receive PayShap payments.
expiry period	The number of days a PayShap Request stays active. The sender chooses this period, up to a maximum of 45 days.
intellectual property	Works of copyright, trademarks (statutory and common law), patentable inventions, patents, protectable design subject matter, designs and domain names, including applications, registrations and unregistered forms of these, all other intellectual property rights (registered or unregistered) and the right to apply for all of these.
portal	The Online Banking for Business platform which you can access on the Online Banking for Business mobile application or online at https://digital.standardbank.co.za/sbsa/landing .
PayShap	A payment service that enables real-time payments between participating banks. Payments can be made using either bank account details or proxy identifiers, such as a ShapID or Shap Name.
PayShap Request	This is a feature that allows you to ask someone to send you a payment using the service. The request includes details such as the amount and expiry period and is linked to your ShapID or Shap Name.
prohibited activity service	As described in Standard Bank's general terms and conditions.
ShapID	Standard Bank PayShap for Business, which allows business clients to send and receive payments through PayShap.
Shap Name	A mobile phone number linked to a bank account, used to send and receive PayShap payments. For example: 0831234567@standardbank. It is intended for use by individuals and sole proprietors.
	A custom name made up of letters, numbers, or both, linked to a bank account used by a business to send and receive PayShap payments. For example: shopA@standardbank.

3 Using the service

- 3.1 You may use the service to make or receive payments through PayShap.
- 3.2 You may also send or receive PayShap Requests.
- 3.3 **By creating a ShapID or Shap Name, you acknowledge that it will be publicly accessible. Individuals who enter your details may be able to view certain linked personal information, including:**
- for ShapID, your preferred name and a masked version of your full name;
 - for Shap Name, your official business name and trade name.
 - If you have registered your ShapID or Shap Name with a bank's name, the name of that bank will also be visible to those who enter your details.
- 3.4 **If your ShapID or Shap Name is suspected to be involved in suspicious activity or transactions, we reserve the right to restrict its use, along with access to PayShap. We may also share relevant information with the PayShap service operator and participating banks.**
- 3.5 By using the service, you acknowledge that your personal information will be processed by us and (if necessary) by third parties according to the Standard Bank privacy statement, which is in line with the relevant applicable laws.
- 3.6 The service, PayShap, ShapID and Shap Name is the intellectual property of us and our third-party licensors. You must comply with all instructions regarding the use of this intellectual property. Any infringement or violation may result in immediate termination of your access to the service and a claim for damages.

4 Creating a ShapID or Shap Name

- 4.1 To create a ShapID or Shap Name, you must follow the instructions provided on the portal.
- For a ShapID, you confirm that the mobile phone number used for PayShap belongs to you. We are not liable if you enter an incorrect number or one that does not belong to you.**

- b) For a Shap Name, you confirm that you have the legal right to use the associated wording. You may not choose a Shap Name that is misleading, likely to cause confusion with another business, or that is indecent, offensive, inappropriate, insulting, or abusive. You are solely responsible for any losses or claims arising from your use of a Shap Name, including claims of intellectual property infringement by third parties.
- 4.2 We may, at our sole discretion, refuse to register the mobile number or associated wording you choose.
- 4.3 You are responsible for updating your registered ShapID if your mobile phone number changes, and for updating your Shap Name if your official business or trade name changes.
- ## 5 Making PayShap Payments
- 5.1 To make a PayShap payment:
- a) you must have the recipient's ShapID, Shap Name or bank account details. A recipient can only provide a ShapID or Shap Name if they are registered for PayShap with their bank;
 - b) you must provide all required information;
 - c) you may be required to enter a one-time PIN (OTP) to authorise the payment.
- 5.2 You are responsible for ensuring that the recipient's ShapID, Shap Name, or bank account details are accurate. We will not be liable to you or the recipient if payment is made using incorrect details.
- 5.3 Once you make a PayShap payment, you cannot reverse or cancel it.
- 5.4 PayShap payments cannot be made from credit card, investment or loan accounts. ShapIDs and Shap Names cannot be linked to these types of accounts.
- 5.5 A non-refundable fee will be charged for each PayShap payment made. If your bank account does not have sufficient funds to cover both the payment and the fee, the payment may not be processed.
- ## 6 Receiving PayShap Payments
- 6.1 To receive payments through the service you must:
- a) ensure your bank account is in good standing. This means that you are not in breach of any of the terms mentioned above and have not acted in a way that could harm our reputation;
 - b) have access to the portal, which is required to create and manage your ShapID or Shap Name;
 - c) share your ShapID, Shap Name, or bank account details with your customers so they can make payments to you. You can also send them a PayShap Request.
- 6.2 You must comply with all applicable laws and the obligations set out in all the terms mentioned above. This includes delivering products or services promptly after payment is received and maintaining a clear refund policy. If a person raises a complaint regarding a PayShap payment, we will refer them to you. You are solely responsible for resolving disputes and supporting your clients in relation to the products or services you provide and the PayShap payments you receive. You indemnify us against any losses arising from your failure to meet these obligations.
- 6.3 Your customers must be free to choose their preferred payment method. You may not compel customers to use PayShap instead of other available options, such as card payments. If you do so, we may suspend or terminate your access to the service immediately.
- 6.4 Unless we inform you otherwise, refunds cannot be processed through the service. If you need to refund a person, you must notify us, and we will provide you with the applicable process.
- ## 7 Sending or receiving PayShap Requests
- 7.1 Sending a PayShap Request
- a) The recipient may approve or decline the request. Approval does not guarantee payment before the expiry period. We are not liable if payment is not received.
 - b) You may set an expiry period for the request. The recipient has until the end of the expiry period to make payment. If payment is not made, the request will expire. You may also cancel the request before the expiry period ends.
 - c) You may set a minimum payment amount. The recipient may pay either the full requested amount or the minimum amount. We are not responsible if your request exceeds the payment limit set by the recipient's bank and is rejected.
- 7.2 Receiving a PayShap Request
- a) You can choose to accept or decline a PayShap Request.
 - b) If you accept the request, you should make payment before the expiry period ends and pay either the full amount or minimum amount requested by the sender. It is your responsibility to verify the accuracy of the request details before making payment, and to check your account balance to confirm that the payment has been processed.
- ## 8 Limits that apply
- 8.1 When you send a PayShap Request, the bank of the person or business you're requesting payment from may apply its own transaction limits. These limits may prevent you from receiving the full amount requested. We are not responsible if your PayShap Request cannot be completed due to limits imposed by another bank.
- 8.2 There is a maximum limit on the amount you can receive per PayShap transaction. You may not accept payments that exceed this limit, nor may you split a transaction into smaller amounts to bypass it. For example, if the limit is R50 000 and your product costs R100 000, you cannot divide the payment into two R50 000 transactions.
- 8.3 If you attempt to bypass the PayShap transaction limit by splitting payments, we reserve the right to suspend or terminate your access to the service without prior notice.
- ## 9 Settling PayShap transactions
- 9.1 Unless we let you know otherwise, we will credit your bank account with the value of all valid PayShap payments you receive.
- 9.2 We reserve the right to delay or suspend any payment made to you, in accordance with Standard Bank's general terms and conditions.
- 9.3 You warrant that any PayShap payment you receive is not associated with any prohibited activity and that you are complying with the terms.
- 9.4 You will be able to see the PayShap transactions that you have processed through the portal.

- 10 Fees**
- 10.1 The fees for using the service will be available on the portal, outlined in our pricing guide on the Standard Bank website, or communicated to you in writing. You may also contact our call centre for assistance.
- 10.2 **All fees are non-refundable.**
- 11 We give no warranties about the service**
- 11.1 **We aim to provide a reliable and secure service, but the service is provided on “as is” and “as available” basis. Subject to applicable laws, we do not make any guarantees, express or implied, about the service, including its merchantability, fitness for a particular purpose, title, non-infringement, or the accuracy of information. We cannot promise that the service will always be uninterrupted, error-free, or free from harmful components such as viruses or malware. We also cannot guarantee compatibility with your devices, operating systems, or other software.**
- 11.2 **The service is generally available 24 hours a day, 7 days a week. However, access may occasionally be interrupted due to planned maintenance, unexpected technical issues, or other circumstances beyond our control. Where reasonably possible, we will notify you in advance of any planned service interruptions.**
- 11.3 **You acknowledge that we have no control over, and are not responsible for, the products or services that your customers purchase when making payments through PayShap.**
- 12 Limitation of our liability to you**
- 12.1 **This clause applies in addition to what is set out in Standard Bank’s general terms and conditions.**
- 12.2 **To the extent permitted by applicable laws, we are not liable for any direct, indirect or consequential losses, damages or claims arising from or related to technical or other issues, including any interruption, malfunction, or inability to access or use the service.**
- 13 PayShap payments made in error**
- 13.1 **If you make a PayShap payment in error, or pay an incorrect amount, we will try our best to help you recover the funds. We cannot guarantee that the money will be returned.**
- 13.2 **If the recipient of the mistaken payment does not consent to the reversal, we will be unable to recover the funds on your behalf. In such cases, you will need to contact the recipient directly. If you do not know the identity of the recipient, we may only disclose their details if they provide us with permission to do so. We are not liable if you are unable to recover funds paid in error.**
- 13.3 **If you receive a PayShap payment and wish to know the identity of the sender, we may only disclose their details with their permission.**
- 14 Changes to the terms**
- 14.1 We may update or amend the terms, introduce new terms and conditions, or revise applicable fees at any time. We will notify you of any changes either before or at the time you access the service.
- 14.2 The most recent version of the terms will apply each time you use the service. By continuing to use the service, you agree to be bound by the updated terms.
- 14.3 Any changes we make to the terms do not constitute a cancellation of the agreement. You may not modify or amend these terms yourself.
- 15 Cancelling the service**
- 15.1 You may stop using the service at any time. To do so, you must deregister your ShapID or Shap Name through the portal by following the instructions. If you do not deregister, you will continue to receive PayShap payments and these terms will still apply to you.
- 15.2 We may terminate our relationship with you and suspend or revoke your access to the service at any time, with notice and without providing a reason, including if:
- a) we believe or suspect that you are using the service improperly, unlawfully or for any prohibited activity;
 - b) we discontinue the service;
 - c) it is necessary to protect Standard Bank, our clients, or our systems;
 - d) you have breached these terms or any other applicable terms;
 - e) we must do so for legal reasons.
- 15.3 If our relationship with you ends, you will no longer be able to access or use the service.
- 16 Legal protections we have to tell you about**
- 16.1 The Financial Advisory and Intermediary Services (FAIS) Act and the consumer protections it provides do not apply to the terms.
- 16.2 The service is not protected by the Corporation for Deposit Insurance. You can find out more about this on the [CODI website](#).
- 17 Questions and complaints**
- 17.1 If you have any questions about the terms, you may:
- a) phone our call centre at **0860 109 075** option 3 (normal charges apply);
 - b) send us an email at BusinessBankingDigitalSupport@standardbank.co.za; or
 - c) follow our complaints process, which you can find on our website at www.standardbank.co.za, by clicking on the “Contact Us” tab.