

GENERAL INFORMATION

- Your transactional card is issued by Bidvest Bank Limited ("the Bank").
- The use of your card is subject to the following terms, which form a binding agreement between you and the Bank.

1. DEFINED TERMS

- 1.1 "account" means the record maintained by us of the funds held on the transactional card.
- 1.2 "account holder" means a person sixteen (16) years or older, with whom an account has been opened by the Bank.
- 1.3 "agreement" means the contract between you and the Bank as set out in these terms.
- 1.4 "ATM" means an Automated Teller Machine.
- 1.5 "business hours" means 08h00 – 16h30 GMT, Mondays to Fridays.
- 1.6 "card" means the pre-funded transactional debit card issued by the Bank.
- 1.7 "cardholder" means any person to whom a card is issued by the Bank.
- 1.8 "card services" means any services provided by us in connection with the card.
- 1.9 "EDT terminal" means a chip-enabled electronic data terminal at a merchant's point of sale.
- 1.10 "merchant" means an entity that contracts with the Bank (or other organisation which is a VISA member) to originate merchant transactions and which entity displays a VISA acceptance mark.
- 1.11 "merchant transaction" means a transaction for the supply of goods or services entered into between you and a merchant.
- 1.12 "our" means the Bank.
- 1.13 "personal information" is the information we collect from you when we provide you with the card services including any application form, correspondence, e-mails, telephone calls, internet communications and the transactions on your account.
- 1.14 "PIN" means a personal identification number used to access some of the card services.
- 1.15 "the Bank" means Bidvest Bank Limited (Registration No. 2000/006478/06).
- 1.16 "security details" means some of the information given by you when applying for the card.
- 1.17 "transaction" means:
- the payment for goods and services at point of sale at merchants that display the Visa acceptance mark and not otherwise; and
 - the withdrawal of cash from an ATM which displays the VISA acceptance mark; but excludes any other form of transacting, including, without limitation, any cash deposits made by you.
- 1.18 "transaction history" means the statement of transactions made by you using the card.
- 1.19 "Visa" means Visa International Services Association (and all of its subsidiaries and affiliates) and its successors or assigns.
- 1.20 "Visa Rules" means those rules, regulations and by-laws published from time to time by Visa.
- 1.21 "we" or "us" means the Bank.
- 1.22 "you" or "your" means the account holder.

2. ISSUING OF CARDS

- 2.1 Any application for a card is subject to the Bank's normal approval criteria.
- 2.2 The Bank will request certain information before your application can be considered.
- 2.3 You must provide complete, accurate information.
- 2.4 The application may be declined at the Bank's discretion.
- 2.5 If you cannot provide satisfactory proof of identity, the Bank may decline your application.
- 2.6 Please sign the card on the reverse as soon as you receive it.
- 2.7 The card is not a credit card and all use is limited to the amount pre-loaded and standing to the credit of the account and any other limits referred to in these terms.
- 2.8 There is no interest payable to you on the credit balance of the account and the account does not amount to a deposit with us.
- 2.9 For the sale of a card to a minor under the age of sixteen (16) years, we require a signature from the minor's parent or guardian.

3. ACTIVATION AND EXPIRY

- 3.1 The card is activated and ready for use at the time of issue to you.
- 3.2 This agreement shall apply without reservation with effect from the date on which the card is issued to you.
- 3.3 The card is only for your use and expires on the date on the front of the card.
- 3.4 Where a card is lost, stolen or damaged, you can request a replacement by visiting a Bank branch and providing your valid identity document or valid passport.
- 3.5 Should you be abroad, you can contact the call centre, during business hours, which will arrange for the funds in the account to be made available at an outlet of our choice in the country of temporary residence. You agree that the costs may be debited to the funds in your account.
- 3.6 Should a replacement card be forwarded by courier for your collection to the country of temporary residence, you agree that the courier's charges may be debited to the funds in your account.
- 3.7 We will not be liable for any delays in delivery or funds transfer outside of our reasonable control.

4. USE OF THE CARD

- 4.1 Your account will be debited immediately with the amount of each cash withdrawal or payment and any fee will reduce the credit available in your account. Each transaction will require authorization or validation before completion.
- 4.2 You agree to accept a credit to your account if you are entitled to a refund for any reason for goods or services purchased using the card.
- 4.3 We cannot stop a transaction or payment once you authorise the use of the card.

- 4.4 The Bank will not be responsible for any loss arising from any failure, malfunction or delay in any electronic point of sale device, EDC terminal or ATM, or any supporting or shared networks, where applicable, resulting from circumstances beyond the reasonable control of the Bank and for which the Bank is not responsible.
- 4.5 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the card in the country of purchase and/or use.
- 4.6 The card is not transferable to a South African resident.
- 4.7 The card may not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law in the cardholder's jurisdiction. It is your responsibility to determine that a transaction is lawful before you use the card.

5. CARD LIMITS

- There are limits on:
- 5.1 The amount you may load onto the card at any one time.
- 5.2 The total amount you may load on all pre-paid cards issued by us during any twelve (12) month period. This is governed by the exchange control regulations.
- 5.3 daily point-of-sale and ATM transaction amounts.

6. YOUR ACCOUNT

- 6.1 The foreign exchange rate used for placing of funds on the account through a branch is determined by the branch.
- 6.2 You will be able to access your account through the call centre or transaction history on the Bidvest Bank website at www.bidvestbank.co.za to:
- 6.2.1 Check your balance.
- 6.2.2 Check your transactions.
- 6.3 You are responsible for ensuring that we have your correct cell phone and e-mail address at all times. We will not be responsible if an SMS or e-mail is sent to the incorrect number or address if you have not updated your records with us.
- 6.4 We cannot guarantee the accuracy or arrival time of an SMS or e-mail, as we are dependent on external service providers who are responsible for the delivery of the information.
- 6.5 Information sent over the internet may not be completely secure. The internet and the on-line systems are not controlled or owned by us so we cannot guarantee that they will function at all times and we accept no liability for unavailability or interruption.
- 6.6 Your account can only be used if it is in credit. If it becomes overdrawn following a transaction authorised by you, you agree to repay the resulting debit balance to us within thirty (30) days of request. A fee may also be payable if the card becomes overdrawn.
- 6.7 If we notice an error in your account that is our fault we will correct it within five (5) days of becoming aware of the error.
- 6.8 If you notice any error in any transaction on your account you must notify us immediately at the call centre and in any event within thirty (30) days of the transaction in question. We may request you to provide additional written information concerning any error.
- 6.9 Provided that you have complied with our reasonable requests for information we will correct the error if it is our or any of our service providers' fault. If we decide it is not our fault we will notify you in writing or by e-mail as soon as the decision is made.
- 6.10 We will re-credit the account once investigations are completed.

7. INTEREST

- 7.1 Should your account, for any reason, have a debit balance, you will pay interest at the maximum rate allowed by the National Credit Act. Such interest will accrue on a daily basis from the date of the debit balance until and including the date on which full repayment is credited to your account, and will be compounded monthly in arrears.
- 7.2 Nothing herein shall be construed as entitling you to be overdrawn on your account.
- 7.3 In the absence of an allocation, all deposits to your transactional account will be credited firstly to fees and finally to the principal debt.

8. MONTHLY CHARGES AND FEES

- 8.1 A minimum balance, which will be advised on opening the account and which may be amended from time to time, must be maintained in the account.
- 8.2 You will be charged a fee when you purchase the card.
- 8.3 For each withdrawal made from an ATM we will charge a fee. Some ATM operators may also charge you an additional fee that will be deducted from the account. You are responsible for any foreign ATM network surcharges applicable when using a foreign ATM.
- 8.4 If there is still a credit balance on the card, from the thirteenth month a monthly fee will become payable, as set out in the accompanying leaflet, or as may be advised to you from time to time by the Bank.
- 8.5 You will be responsible for the cost of replacing or re-issuing any card.
- 8.6 Re-loads to the card will attract a fee as set out in the accompanying leaflet or as advised to you from time to time.
- 8.7 Charges and fees will be recovered by debiting the said charges and fees to the account.
- 8.8 If a card transaction or ATM withdrawal is made in a currency other than that loaded on the card the amount will be converted into the currency of the card. The exchange rate used for the conversion is the wholesale market rate or the government mandated rate (as determined by VISA) in effect the day the transaction is processed, increased by a margin determined by us.

World Currency Card Terms

9. TRANSACTION HISTORY

On your request, the call centre shall provide a transaction history showing the transactions effected by the use of your card. Alternatively, your transaction history may be accessed via the Bank's website at www.bidvestbank.co.za.

10. CLOSING YOUR ACCOUNT

- 10.1 You may close your account at any time by advising the call centre, writing to us or emailing us.
- 10.2 Your account will remain open and will continue to attract the monthly fee, even after the card has expired, unless you advise us that you wish to close your account.
- 10.3 If the card has already expired and a credit balance is available after fees we will pay you the balance converted to Rand at your request.
- 10.4 If the card is inactive for twelve (12) months and the funds on the card are less than the minimum balance, the account will be flagged as dormant, the fees deducted in advance from the balance of the account and the account closed after another six (6) months of inactivity.
- 10.5 You will remain liable for all outstanding amounts and transactions effected subsequent to the account being closed.
- 10.6 You must destroy the card so that it cannot be used again by cutting through the magnetic stripe. A card that is not destroyed correctly may still be used, and should this happen; you will be responsible for the transactions.
- 10.7 We may choose at any time to revoke your card. You agree that your use of the card may be suspended or terminated from time to time for any reason and that the Bank will have no liability of any nature and however arising in consequence of any such suspension or termination. If we suspend or terminate your right to use the card, we will notify you accordingly and you must destroy your card as set out in 10.6.
- 10.8 We may ask for the return of the card, cancel or suspend its use and end this agreement if:
 - We think the card has been or is likely to be misused.
 - You breach any of these terms.
 - We suspect any illegal use of the card.
 - You gave us false or inaccurate information when you applied for the card.
- 10.9 We may end this agreement for any other reason by giving you at least thirty (30) days' notice.
- 10.10 Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.
- 10.11 Upon termination of your account or your right to use the card, the Bank will be entitled to inform any merchant, credit reference agency, or other person entitled to such information.

11. CARD SECURITY

- 11.1 You must keep the card, the security details and any PIN safe and secure by:
 - Never allowing anyone else to use the card;
 - Not interfering with any magnetic stripe or integrated circuit on the card;
 - Not giving the card number to any unauthorised person;
 - Not writing the PIN on the card;
 - Not carrying the PIN with the card;
 - Not recording the PIN where it may be accessed by other people;
 - Not giving any security details to any unauthorised person;
 - Complying with any reasonable instructions we give about keeping the card, and security details safe and secure; and
 - Never allowing the card out of your line of sight at point-of-sale.
- 11.2 If we make funds available to you under these terms you may be required to provide and verify certain security details.

12. LOSS, THEFT AND MISUSE OF CARDS

- 12.1 If the card is lost or stolen, likely to be misused, or if you suspect that someone else may know the PIN or security details you must stop using the card and immediately notify the call centre. We will suspend the account to prevent further use.
- 12.2 You may be required to confirm details of the loss, theft or misuse to us in writing.
- 12.3 You must assist us and the police in any enquiries and attempts to recover a lost or stolen card.
- 12.4 If any lost card is subsequently found it must not be used unless the call centre confirms that it may be used.

13. LIABILITY FOR LOST, STOLEN, DAMAGED AND MISUSED CARDS

- 13.1 You will be liable for ALL losses if:
 - 13.1.1 Any card is misused with your consent.
 - 13.1.2 You have been negligent, including failing to follow the card security rules (see clause 11).
 - 13.1.3 You have acted fraudulently.
- 13.2 Provided that we have been notified under clause 12.1 to enable us to suspend the account to prevent further use, if the card is lost, stolen or misused you will not be liable for any transaction which you have not authorised, unless you have acted fraudulently or have failed to follow the card security rules (see clause 11).

14. AMENDMENTS TO THESE TERMS

- 14.1 We may, within our sole discretion and at any time, amend these terms.
- 14.2 The latest terms may be viewed in our website at www.bidvestbank.co.za.

15. LIABILITY

In the absence of our negligence or wilful misconduct we will not be liable to you for any loss or damage of whatsoever nature and howsoever arising, including but not limited to, any loss or damage that you may suffer as a result of our provision of incorrect information to any person (including any credit reference agency) if such information was provided by us in good faith and without negligence on our part.

16. ADDRESSES AND NOTICES

- 16.1 We shall send notices to the postal address or, where applicable, to the physical address specified in your card application form. It is your responsibility to notify us immediately in writing of any change to your address.
- 16.2 You shall send any notices or other communication to us at Cardholder Services, PO Box 185 Johannesburg, 2000.
- 16.3 We are entitled but not obliged to send you any notices to a cellphone number or an email address you have specified on your application form. Such email/sms communication will be regarded as having been received by you, unless the contrary is proved.

17. GENERAL

- 17.1 Irrespective of any product dispute you may have with the merchant, such dispute will not affect our right to effect payment to the merchant.
- 17.2 You may not vary any of these terms.
- 17.3 On renewal of your card, current terms will be provided. By using your card you will be deemed to have accepted the rules in force at the time.
- 17.4 If there is any inconsistency between our records and your records, our records will prevail and you will bear the onus of proving that our records are incorrect.
- 17.5 We will be entitled to debit your account with the amount of any cheque or negotiable instrument plus the resultant fee if it is dishonoured.
- 17.6 If the Bank takes legal action against you to recover any amount due by you, you will be liable for the Bank's costs (including all legal fees, collection commission, and tracing fees) on the scale as between attorney and own client.
- 17.7 You agree that the Bank may sue you in the Magistrates Court, even if the claim against you exceeds the jurisdiction of the Magistrates Court.
- 17.8 A certificate signed by any Bank manager or director (whose appointment need not be proved) as to the amount of your debt to the Bank, the fact that the amount is payable, the rate of interest payable, and the date from which such interest is calculated, will be sufficient proof of the facts stated in the certificate for the purpose of provisional sentence or summary judgment proceedings or for any other purpose.
- 17.9 You must immediately inform us if you are placed under administration, become insolvent or have any other form of legal disability.
- 17.10 Every provision of this agreement is deemed to be separate and severable, the one from the others. Should any provision be found to be unenforceable for any reason, the remaining provisions shall nevertheless continue to be of full force and effect.
- 17.11 The agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.
- 17.12 Should you instruct us to hand your card to couriers for collection by you or delivery to you, you hereby hold us harmless against any claims, damages, and losses arising from such instruction.