

**Terms**

- The Bidvest Bank Call Centre can be reached on 0860 11 11 77 (domestic) or +27 11 407 3103 (international).
- Your 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**

- "account" means the record maintained by the Bank of the funds held on the card.
- "account holder" means a person with whom an account has been opened by the Bank.
- "agreement" means the agreement between you and the Bank as set out in these terms.
- "ATM" means an automated teller machine where you can draw money.
- "business hours" means 08h00 – 16h30 Monday to Friday.
- "Call Centre" means the Bank's customer service centre.
- "card" means the pre-funded transactional debit card issued by the Bank.
- "cardholder" means any person to whom a card is issued by the Bank.
- "EDC terminal" means a chip-enabled electronic data terminal used for purchasing or payment.
- "merchant" means an entity that contracts with the Bank (or another organisation), is a Visa member, can originate merchant transactions and displays the Visa acceptance mark.
- "merchant transaction" means a transaction entered into between you and a merchant, e.g. where you make a payment for purchases using your card.
- "our" means the Bank's.
- "PIN" means a personal identification number.
- "transaction" means:
  - 1.1. the payment for goods and services at point of sale at merchants and retailers that display the Visa Acceptance Mark and not otherwise; and
  - 1.2. the withdrawal of cash from an ATM;  
No other transactions can be conducted and money cannot be deposited.
- "Visa" means Visa International Services Association (its subsidiaries and affiliates) or one of its successors or assigns.
- "Visa Rules" means rules, regulations, and by-laws published from time to time by Visa.
- "we" or "us" means the Bank.
- "you" or "your" means the account holder.

**2. APPLYING FOR THE BIDVEST BANK CARD**

- 2.1 Any application for the card is subject to the Bank's usual approval criteria.
- 2.2 The Bank will request certain information from you 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.

**3. ISSUE, ACTIVATION AND EXPIRY OF THE BIDVEST BANK CARD**

- 3.1 These terms shall apply from the date on which the card is issued to you.
- 3.2 You should sign your card in ink as soon as you receive it in the space provided on the back of the card.  
The card is valid from the date of issue until the expiry date printed on the front of the card, or until your right to use it is terminated. See section 12.
- 3.3 The card will be activated at the time of issue.
- 3.4 The card belongs to the Bank and will remain our property at all times.
- 3.5 If the Bank issues an additional card on your account at your request for use by another person, you will be responsible for any debit amounts arising through the use of the card by that person.
- 3.6 Where a card has expired and funds are still held in the account, you can request a new card or the funds will be paid to you by the Bank.
- 3.7 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 passport.
- 3.8 We will not be liable for any delays in delivery or funds transfer outside our reasonable control.

**4. USE OF THE BIDVEST BANK CARD**

- 4.1 You are the only person who may use the card issued to you.
- 4.2 A unique PIN is applicable to the card.
- 4.3 Should the PIN be forgotten or compromised, a new card and PIN will be issued at your request.
- 4.4 Should you request account information from the Bank's customer service centre, you will be obliged to answer a number of security questions to confirm your identity.
- 4.5 When paying for goods at a merchant, you will be requested to sign a transaction slip if the transaction was successful.
- 4.6 You may not use the card for transactions and fees that will exceed the value of the funds held in your account.
- 4.7 You use the card at your own risk, and the Bank will not be responsible for any loss, theft or fraud resulting from the use of the card.
- 4.8 The card may not be used for any unlawful purpose in any country. It is your responsibility to determine that a transaction is lawful before you use the card.
- 4.9 Should you enter your PIN incorrectly on three consecutive occasions, all transactions will be denied for 24 hours.
- 4.10 The Bank will not be liable if a supplier/merchant refuses to accept or honour your card.
- 4.11 The Bank will not be liable for the quality of goods or services purchased.
- 4.12 You must comply with all relevant legislation at all times, including laws to stop money laundering.
- 4.13 You must comply with exchange control regulations when using your card outside the common monetary area.

- 4.14 Where applicable, international purchases and ATM withdrawals with your card will be converted to Rand at the prevailing retail exchange rate. The Bank will charge a currency conversion fee for these transactions.
- 4.15 When you transact via the internet on your account, the Bank's internet banking terms will apply (available at [www.bidvestbank.co.za](http://www.bidvestbank.co.za)). The bank will not be liable if an internet based merchant refuses to do the transaction.

**5. AUTHORITY TO DEBIT YOUR ACCOUNT**

- 5.1 You hereby authorise the Bank to debit your account with the value of:
  - all payments to local and foreign merchants for purchases made by you using your card;
  - any instruction from you, whether or not any applicable slip or voucher has been signed;
  - the standard transaction fees in respect of the card and the account as notified to you from time to time by the Bank;
  - the charges from foreign ATM networks in respect of cash withdrawals in a foreign country.
- 5.2 All payments made to a merchant for any transaction are final and irreversible.
  - The Bank is unable to reverse or charge-back any payment.
  - Any dispute with a merchant regarding a reversal or charge-back should be resolved by you with that merchant.
- 5.3 You will remain liable for any debit amount until your account is in credit.

**6. MONTHLY CHARGES AND FEES**

- 6.1 The minimum balance to be maintained in the account is R50.00 (fifty rand).
- 6.2 You will be charged for the replacement or reissue of any card.
- 6.3 Charges and fees will be deducted from the account.
- 6.4 You may be charged for transactions when using a foreign ATM, by the foreign service provider, and are liable for these payments.

**7. ELECTRONIC PAYMENT INSTRUCTIONS**

- If you use any electronic payment system such as internet banking or telephone banking:
- 7.1 You must provide the beneficiary's correct account number. The Bank will rely on the information provided by you and will not be liable for any mistake in the information.
  - 7.2 You cannot recall a payment instruction, and the Bank cannot recall, correct or cancel a payment or demand repayment. The same applies to the beneficiary's bank. The Bank will not be liable for any such payment.

## Terms

### 8. TRANSACTION HISTORY

- 8.1 At your request, the customer service centre will provide a statement showing the transaction history of your card. Alternatively, your transaction history may be accessed via the Bank's internet banking facility available at [www.bidvestbank.co.za](http://www.bidvestbank.co.za). You could also request a statement via email or the postal services.
- 8.2 If you believe that your transaction history contains an error you must notify the Bank of the error in writing within 30 (thirty) days of receipt of statement. Should notification not be received within a reasonable time, the Bank will not be liable for correction of the error.

### 9. INTEREST

- 9.1 Should your account have a debit balance, you will pay interest at the maximum rate allowed by the National Credit Act on that debit balance. Interest will accrue daily until the outstanding amount is credited to your account.
- 9.2 You are not entitled to be overdrawn on your account.
- 9.3 Where a deposit is made, fees will be settled before the principal debt.
- 9.4 Interest rates may change at the Bank's sole discretion from time to time.
- 9.5 The Bank will pay you interest on credit balances on your card in accordance with rates published on the Bank's website: [www.bidvestbank.co.za](http://www.bidvestbank.co.za). This interest will be credited to the account monthly.
- 9.6 Interest rates change in accordance with changes to the prime lending rate.
- 9.7 Interest is quoted as an annual rate, but will be calculated daily and charged monthly.

### 10. AUTHORISED USE

- 10.1 The safekeeping of your card is your responsibility.
- 10.2 You must either memorise the PIN or keep any record of the PIN separate from the card in a safe place.
- 10.3 Notify the Call Centre, or your nearest branch immediately if you realise your card is lost or stolen or your PIN has become known to any other person. The Bank will stop the card as soon as reasonably possible after being advised. Delay in advising the Bank could result in a loss to you.
- 10.4 You will be responsible for all cash drawn and payments made with the card before the card is stopped.
- 10.5 You may dispute that any purchase or withdrawal from the account was authorised by you. When you provide an affidavit stating that you did not authorise the transaction, we will investigate the matter.

### 11. MALFUNCTION OF ELECTRONIC FACILITIES

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 in supporting or shared networks, where applicable, resulting from circumstances beyond the reasonable control of the Bank and for which the Bank is not responsible.

### 12. TERMINATION OF ACCOUNT

- 12.1 You may close your account at any time by advising the customer service centre.
- 12.2 Your account will remain open even after the card has expired, until you inform the Bank that you wish to close your account.
- 12.3 If the card has already expired and a credit balance is available, the Bank will pay you the balance in Rand, at your request, after fees have been deducted.
- 12.4 If the card is inactive for 3 (three) months and the funds on the card are less than R20 (twenty Rand) or foreign currency equivalent, fees owed will be deducted from the balance of the account and the account will be closed.
- 12.5 You will remain liable for outstanding amounts and transactions conducted after the account has been closed.
- 12.6 You must destroy the card by cutting through the magnetic strip. A card that is not destroyed correctly may still be used, and if this happens you will be responsible for any transactions following closure of the account.
- 12.7 The Bank may cancel or suspend your card at any time. If this happens, you may not continue to use the card. If you do so, the Bank will not be liable and you will be responsible for any consequences. If the Bank suspends or cancels your card, we will notify you. Where your card has been cancelled, you must destroy it as described in section 12.6.
- 12.8 After the agreement between you and Bank ends, the Bank will be able to rely on these terms.
- 12.9 Upon closure of your account or suspension of 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.

### 13. LIABILITY

The Bank will not be liable to you for any loss or damage that you may suffer for any reason, or as a result of information provided by us in good faith and without negligence to any person or credit reference agency.

### 14. APPLICABILITY OF VISA RULES

Where relevant, Visa Rules apply to the contractual relationship between you and the Bank, and such rules form part of these terms.

### 15. ADDRESSES AND NOTICES

- 15.1 The Bank will 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.
- 15.2 You can send any notices or other communication to us at Cardholder Services, PO Box 185 Johannesburg, 2000.
- 15.3 If you have provided consent to receiving communication via email and specified the email address, we will regard emails as having been received unless proved otherwise.

### 16. AMENDMENTS TO THESE TERMS

- 16.1 The Bank may change these terms at any time.
- 16.2 We will notify you of material changes to terms.

### 17. FOREIGN NATIONALS

The only funds that can be transferred to the card for foreign nationals are salaries and earnings. A formal employment contract must be provided to the Bank confirming the amounts to be paid into the account.

A completed, signed exchange control declaration for foreign nationals must also be provided.

### 18. GENERAL

- 18.1 Payments will be made to merchants regardless of any product disagreement you may have with them.
- 18.2 You may not change any of these terms.
- 18.3 If you deposit into your account using a cheque or negotiable instrument, the relevant amount will be available only after the cheque or other negotiable instrument has been honoured.
- 18.4 The Bank will be entitled to debit your account with the amount of that cheque or negotiable instrument plus a fee if it is dishonoured.
- 18.5 If the Bank takes legal action against you to recover any amount due in terms of this agreement, you will be liable for the Bank's costs (including all legal fees, collection commission, and tracing fees) on the scale between attorney and client.
- 18.6 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.
- 18.7 A certificate signed by any Bank official (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 proof of the facts stated in the certificate for the purpose of provisional sentence or summary judgment proceedings or for any other purpose.
- 18.8 You must immediately inform the Bank if you are placed under administration, become insolvent or have any other form of legal disability.
- 18.9 Should any of these terms be unenforceable for any reason, the remaining terms shall continue to be of full force and effect.
- 18.10 The agreement will be governed by the laws of the Republic of South Africa.
- 18.11 If you instruct and authorise the Bank to hand your card to couriers, for collection by you or delivery to you, you hereby agree that you will have no claim against the Bank arising from this authority and instruction.