

Rand Travel Card

Terms and Conditions

GENERAL INFORMATION

- The Bidvest Bank Call Centre (customer service) can be reached on 0860 11 11 77 (domestic calls) or +27 11 407 3103 (international calls).
- Your transactional card is issued by Bidvest Bank Limited ("the Bank").
- The use of your card is subject to the following terms and conditions, 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 16 years or older, to whom an account has been issued by the Bank.
- 1.3 "agreement" means the contract between you and the Bank as set out in these terms and conditions.
- 1.4 "ATM" means an Automated Teller Machine that has electronic capability, accepts PINs and disburses money.
- 1.5 "business hours" means 08h00 – 16h30 GMT, Monday to Friday.
- 1.6 "Call Centre" means the Bidvest Bank Limited Call Centre.
- 1.7 "card" means the pre-funded transactional debit card issued by the Bank.
- 1.8 "cardholder" means any person to whom a card is issued by the Bank.
- 1.9 "EDC terminal" means a chip-enabled electronic data terminal.
- 1.10 "merchant" means an entity that contracts with the Bank (or another organisation) which is a Visa member that can originate merchant transactions and displays the Visa acceptance mark.
- 1.11 "merchant transaction" means a transaction entered into between you and a merchant.
- 1.12 "our" means the Bank.
- 1.13 "PIN" means a Personal Identification Number.
- 1.14 "the Bank" means Bidvest Bank Limited (Registration No. 2000/006478/06).
- 1.15 "transaction" means:
- 1.15.1 the payment for goods and services at point of sale at merchants and retailers that display the Visa Acceptance Mark and not otherwise; and
- 1.15.2 the withdrawal of cash from an ATM; but excludes any other form of transacting, including, without limitation, any cash deposits made by you.
- 1.16 "Visa" means Visa International Services Association (and all of its subsidiaries and affiliates) or one of its successors or assigns.
- 1.17 "Visa Rules" means those rules, regulations, and by laws as published from time to time by Visa, as amended, modified or substituted from time to time.
- 1.18 "we" or "us" means the Bank.
- 1.19 "you" or "your" means the account holder.

2. APPLYING FOR THE CARD PRODUCT

- 2.1 Any application for a card product is subject to the Bank's normal approval criteria for the specific card product.
- 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.

3. ISSUE, ACTIVATION AND EXPIRY OF THE CARD

- 3.1 This agreement shall apply without reservation with effect from the date on which the card is issued to you.
- 3.2 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 in terms of clause 11, whichever is earlier.
- 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 at your request we issue an additional card on your account for use by a person nominated by you, you will be responsible for any debit amounts arising through the use of the card.
- 3.6 Where a card has expired and funds are still held on the account, you can request a new card or the funds will be paid to you by the Bank in the currency of the card. You may then exchange it with the bank, for the currency of your choice.
- 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 valid passport.
- 3.8 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 your residence. You agree that the costs may be debited to the funds in your account.
- 3.9 Should a replacement card be forwarded by courier for your collection to the country of your residence, you agree that the courier's charges may be debited to the funds in your account.
- 3.10 We will not be liable for any delays in delivery or funds transfer outside of our reasonable control.

4. USE OF THE RAND TRAVEL CARD

- 4.1 You are the only person who may use the card issued to you and you may not allow any other person to use it.
- 4.2 A unique PIN is applicable to the card; depending on the card product applied for, this may be either a self selected or an issued PIN.
- 4.3 Should the PIN be forgotten or compromised, a new card and PIN will be issued at your request at a branch of the Bank.

- 4.4 Should you request account information from the Bank's Call 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 enter your PIN and/or 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 As long as the card is valid, you can pre-fund the account at a Bank branch subject to exchange control regulations and payment of the applicable fee.
- 4.8 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.
- 4.9 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.
- 4.10 Should you enter your PIN incorrectly on three consecutive occasions, all transactions will be denied for the ensuing 24 hour period.
- 4.11 We will not be liable if a supplier/merchant refuses to accept or honour your card.
- 4.12 You acknowledge and agree that merchants are responsible for merchant transactions and that they are independent of the Bank. We will not be liable if you have a complaint about goods or services paid for with your card.
- 4.13 You must comply with all relevant legislation at all times, including but not limited to legislation applicable to the combating of money laundering.
- 4.14 Where applicable, international purchases and ATM withdrawals with your card will be converted to Rand at the prevailing retail exchange rate on Rand currency based products.

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 when using your card;
 - any instruction from you, whether or not any applicable slip or voucher has been signed;
 - the transaction fees in respect of the card and the account as notified to you from time to time by the Bank;
 - the surcharges levied by foreign ATM networks in respect of cash withdrawals in a foreign country.
- 5.2 Unless a reversal or charge-back is allowed by and authorised in terms of the Visa Rules:
- We are unable to reverse or charge-back any payment.
 - Any dispute with a merchant/supplier regarding a reversal or charge-back should be resolved by you with that merchant/supplier.
 - All payments made to a merchant/supplier for any transaction are final and irreversible.
- 5.3 You will remain liable for any transaction that causes your account to enter into debit.

6. CHARGES AND FEES

- 6.1 The minimum balance is to be maintained in the account.
- 6.2 The monthly fee is as set out in the accompanying leaflet or as published from time to time on the Bank's website.
- 6.3 You will be responsible for the cost of replacing or re-issuing any card.
- 6.4 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.
- 6.5 A currency conversion fee will be applied to all international transactions. This fee will be published on the Bank's website.
- 6.6 Charges and fees will be recovered by debiting the said charges and fees to the account.
- 6.7 The Bank reserves the right to change fees and charges without prior notice. All current fees and charges will be displayed on the Bank's website.
- 6.8 You are responsible for any foreign ATM network surcharges applicable when using a foreign ATM.

7. TRANSACTION HISTORY

- 7.1 On your request, the Call Centre shall provide a transaction history showing the transactions effected by the use of your card. Alternatively, your transaction may be accessed via the Bank's website available at www.bidvestbank.co.za
- 7.2 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 the receipt of the transaction, failing which you will have no claim whatsoever in respect of or arising from such error (refer to clause 15).
- 7.3 A messaging service may be available which enables you to be notified of transactions on your account via SMS or email.
- 7.4 This service entails either a SMS or email notification being sent to your nominated cell phone number or e-mail address of deposits, electronic transfers, withdrawals and purchases made on your account.
- 7.5 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.
- 7.6 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.

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- 8. INTEREST**
- 8.1 Should your account, for any reason, have a debit balance, you will pay interest at the maximum rate allowed by the National Credit Act, in respect of any debit balances on your account. 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.
- 8.2 Nothing herein shall be construed as entitling you to be overdrawn on your account.
- 8.3 In the absence of an allocation, all deposits to your transactional account will be credited firstly to fees and finally to the principal debt.
- 8.4 Should your account have a debit balance, the Bank reserves the right to apply any credit balances held in any other account at the Bank in your name, in settlement of such debit balance.
- 9. AUTHORISED USE**
- 9.1 The safekeeping of your card is your responsibility.
- 9.2 You must either memorise the PIN or keep any record of the PIN separate from the card in a safe place.
- 9.3 Notify the Call Centre immediately if you realise your card is lost or stolen or your PIN has become known to any other person. We will stop the card as soon as reasonably possible after being advised. Delay in notifying the Bank of the loss or theft will be deemed to be negligence on your part.
- 9.4 You will be responsible for all cash drawn and payments made with the card before we stop the card in terms of your notification in 9.3 above.
- 9.5 You may dispute that any purchase or withdrawal debited to the account was authorised by you. We will investigate it after we receive an affidavit from you to the effect that you did not authorise the transaction. Pending completion of our investigation, we will not be obliged to recover or pay you any amount paid in terms of the purchase or withdrawal.
- 10. 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 any supporting or shared networks, where applicable, resulting from circumstances beyond the reasonable control of the Bank and for which the Bank is not culpable.
- 11. TERMINATION OF ACCOUNT**
- 11.1 You may close your account at any time by advising the Call Centre.
- 11.2 Your account will remain open even after the card has expired, unless you advise us that you wish to close your account.
- 11.3 If the card has already expired and a credit balance is available after fees we will pay you the balance.
- 11.4 If the card is inactive for 3 (three) 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.
- 11.5 You will remain liable for all outstanding amounts and transactions effected subsequent to the account being closed.
- 11.6 You must destroy the card so that it cannot be used again by cutting through the magnetic strip. A card that is not destroyed correctly may still be used, and should this happen; you will be responsible for the transactions.
- 11.7 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 whatsoever and that the Bank will have no liability of whatsoever nature and howsoever 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 11.6.
- 11.8 Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.
- 11.9 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.
- 12. CARD SECURITY**
- 12.1 You must make sure you keep the card, any additional 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 or any additional card;
 - Not giving the card number to any unauthorized person;
 - Not writing the PIN on the card or any additional card;
 - Not carrying the PIN with the card or any additional card;
 - Not recording any PIN where it may be accessed by other people;
 - Not giving the additional card PIN to any person other than the additional cardholder;
 - Not giving any security details to any unauthorized person; and
 - Complying with any reasonable instructions we give about keeping the card, any additional card; and
 - Never allowing the card out of your line of sight at point-of-sale.
- 12.2 If we make funds available to you under these terms and conditions you may be required to provide and/or verify certain security details.
- 13. LOSS, THEFT AND MISUSE OF CARDS**
- 13.1 If the card (or any additional card) is lost or stolen, likely to be misused, or if you or any additional cardholder suspects that someone else may know the PIN or security details you and any additional cardholder must stop using the card and any additional card and immediately notify the Call Centre. We will suspend the account to prevent further use.
- 13.2 You may be required to confirm details of the loss, theft or misuse to us in writing.
- 13.3 You must assist us and the police in any enquiries and attempts to recover a lost or stolen card or additional card.
- 13.4 If any lost card or additional card is subsequently found it must not be used unless the call centre confirm it may be used.
- 14. LIABILITY FOR LOST, STOLEN, DAMAGED AND MISUSED CARDS**
- 14.1 You will be liable for ALL losses if:
- 14.1.1 Any card (including any additional card) is misused with your consent or that of any additional cardholder
- 14.1.2 You or any additional cardholder has been negligent, including failing to follow the card security rules (see clause 12).
- 14.1.3 You or any additional cardholder has acted fraudulently.
- 14.2 Provided that we have been notified under clause 13.1 to enable us to suspend the account to prevent further use, if the card or any additional card is lost, stolen or misused you will not be liable for any transaction which you or an additional card holder have not authorised, unless you or an additional card holder have acted fraudulently or have failed to follow the card security rules (see clause 12).
- 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. APPLICABILITY OF VISA RULES**
- To the extent relevant, the Visa Rules apply to the contractual relationship between you and us, and such Visa Rules are incorporated herein by reference.
- 17. ADDRESSES AND NOTICES**
- 17.1 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.
- 17.2 You shall send any notices or other communication to us at Cardholder Services, PO Box 185 Johannesburg, 2000.
- 17.3 We are entitled to but not obliged to send you any notices to an email address you have specified on your application form. Such email communication will be regarded as having been received by you, unless the contrary is proved.
- 18. AMENDMENTS TO THESE TERMS AND CONDITIONS**
- 18.1 We may, within our sole discretion and at any time, amend these terms and conditions.
- 18.2 The latest terms and conditions may be viewed on the Bank website at www.bidvestbank.co.za.
- 19. GENERAL**
- 19.1 Irrespective of any product dispute you may have with the merchant, such a dispute will not affect our right to effect payment to the merchant.
- 19.2 You may not vary any of these terms and conditions.
- 19.3 On renewal of your card, current terms and conditions will be provided. By using your card you will be deemed to have accepted the rules in force at the time.
- 19.4 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.
- 19.5 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 as between attorney and own client.
- 19.6 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.
- 19.7 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 prima facie proof of the facts stated in the certificate for the purpose of provisional sentence or summary judgment proceedings or for any other purpose.
- 19.8 You must immediately inform us if you are placed under administration, become insolvent or have any other form of legal disability.
- 19.9 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.
- 19.10 The agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.
- 19.11 Should you instruct and authorise us to hand your card to couriers, from time to time, for collection by you or delivery to you, you hereby agree to hold us harmless against any claims, damages and losses arising from this authority and instruction.

PLEASE RETAIN A COPY FOR YOUR RECORDS