

ONLINE BANKING – TERMS AND CONDITIONS

INTRODUCTION

EasyPay Everywhere is a banking product operated by Moneyline Financial Services (Pty) Ltd, a private company duly incorporated in South Africa (registration number: 1998/020799/07) (“**Moneyline**”), with banking services rendered by Grindrod Bank Limited (“**Grindrod**”). By using the EasyPay website (www.epe-online.co.za) (“**the Website**”) or the EasyPay Everywhere mobile banking application you (“**the Customer**”) agree to be bound by these Terms and Conditions. These Terms and Conditions constitute a binding agreement between Grindrod, Moneyline (jointly referred to as “**We**”, “**Us**”, “**Our**”) and yourself, which will always prevail. They must be read together with and do not replace the terms and conditions applicable to the use of your account with Grindrod (“**Your/the Account**”). The online banking services offered through the website and the EasyPay banking application (“**the Services**”) are provided to you free of charge, on an “as is” and “as available” basis, but We retain the right to charge fees for the Services in future, subject to it giving you notice thereof. We do not guarantee that the Website or EasyPay banking application (“**the Application**”) will be error-free or available at all times. You must note that these Terms and Conditions may change from time to time on 20 (twenty) business days’ notice. By using the Service you warrant that you have the required legal capacity to enter into and be bound by these Terms and Conditions. In order to use the Services, you will require access to the internet if you intend to use the Website, or data if you intend to use the Application on your smartphone, tablet or similar device. Any reference to “**Card**” herein refers to the MasterCard-branded debit card issued to you, which is linked to the Account.

PART A – REGISTRATION

1. You may need to register and/or login to gain access and obtain information about the Services.
2. You must be older than 18 to qualify for registration for the Services.
3. Protecting your confidential information and preventing unauthorised access to your account is Our priority, therefore We may restrict the services and products that you may access without registration and/or logging in.
4. You will be required to register and login to access the full range of the Services. In order to register for the Services, you may need to (and agree to do so where required) –
 - 4.1 select to register;
 - 4.2 complete the registration details, including identity number, e-mail address, cell phone number, last four digits which appear on your Card and enter your Card PIN,
 - 4.3 follow the authentication steps and enter the “one time password” sent to your cell phone;
 - 4.4 confirm acceptance of these Terms and Conditions; and
 - 4.5 follow the steps to set up your username and password.
5. It is your responsibility to keep your usernames and passwords confidential and should there be activity on the account, We will always assume that to be the Customer.

PART B – ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 of 2002 (“ECT Act”)

1. If you are a “consumer” as defined in the ECT Act and the Services you are using are not excluded from protection, you may have certain rights under Chapter VII of the ECT Act.
2. A “consumer” is defined in the ECT Act as a natural person who intends entering into an electronic transaction with a supplier as the end user of the services offered by that supplier.
3. Nothing in these Terms and Conditions will be interpreted to deny you any of the rights given to you under the ECT Act.

PART C – THE SERVICE

1. You must have enough money in your Account to complete purchase and payment transactions. If you do not, We retain the right to decline any authorisation relating to the transaction.
2. You may contact Customer Care for immediate assistance with the Services on 0860 994 162 during 07h00 to 18h00 on week days and 08h00 to 13h00 on weekends and public holidays.

PART D – SECURITY FEATURES OF THE SERVICE/S

1. We may, as a condition of you accessing the Services and for identification, verification and security reasons ask you to confirm personal information.
2. For security reasons, your password must not be the same as your Card PIN.
3. Upon Website login an SMS notification will be sent to the cell phone number provided by the Customer during registration.
4. Access to the Services will be suspended following 3 (three) invalid or incorrect username and/or password entries.
5. A “one time PIN” will be sent to the cell phone number provided by the Customer during registration to verify any activity on or transaction through the Website.
6. Access to the Website banking service will be suspended following 5 (five) invalid or incorrect “one time PIN” entries.
7. If your session is inactive for a period exceeding 2 (two) minutes, you will automatically be logged out of the Website or Application (as the case may be) and you will be required to login again.
8. You are responsible for the security of your passwords and you must not under any circumstances save your passwords on any electronic device in any way whatsoever or write it down. If your computer or phone automatically saves your passwords, it is your responsibility to delete it. This will ensure that no one can use your password to login and use the Services.
9. You should not disclose your passwords to anyone, including any of Our employees.
10. If anyone obtains your passwords and uses it to login and access the Services, it will be assumed that this person is you. Any transactions authorised by this other person using your passwords are legitimate and will be acted on. You will be liable for any transactions processed during this period

ONLINE BANKING – TERMS AND CONDITIONS

until you advise Us to suspend or block access to the Services.

11. You should always ensure that you run up-to-date software that is compatible (works) with the Website and that is aimed at protecting your information. You may from time to time also be required to update your smartphone, tablet or similar device to continue making use of the application.
12. Phishing is a form of identity theft in which fraudsters masquerade as reputable institutions such as banks or retailers. These fraudsters then urge you to provide your sensitive information like identity numbers, card numbers and passwords. They then use this information to defraud you.
13. We will never ask you to disclose your PIN or password in any communication or interaction with any of Our employees. Should you ever receive a request to confirm your PIN or password, be very cautious.
14. If you think you have been a victim of fraud, you must inform Us as soon as you become aware that a suspicious transaction has occurred on your account and open a case at your nearest South African Police Station.
15. You will also be required to co-operate with Us and the police in any investigation conducted into losses you may suffer. We will investigate all reported cases of fraud and, provided that you have complied with the safety measures listed in the Security features, We will reimburse you after the investigation for any losses suffered due to fraud committed via the Services.

PART E – FEES AND COSTS

1. We do not charge a subscription fee for access to this Service.
2. We may at any time amend or introduce fees for the Services by giving you 20 (twenty) business days' notice.
3. Any airtime, SMS and data connection charges incurred when accessing the Services using your device is subject to the terms and conditions of access of your network service provider and will need to be settled between you and the relevant network service provider. These charges are subject to change at the sole discretion of your network service provider.

PART F – LIABILITY AND EXCLUSIONS OF LIABILITY

1. You will be liable for:
 - 1.1 Any unauthorised transaction that has been debited to your Account through any person other than you using your passwords, unless it can be proved that such person obtained the password as a result of Our negligence or fraud.
 - 1.2 All transactions, including the payment of fees up until the Services is terminated. If there are any transactions or fees unpaid by you after termination of the Services, you will remain liable for the full outstanding amount owed to Us. In this regard we reserve the right to offset any unpaid transactions or fees from any Account held by you with Us.

2. You agree to use the Services at your own risk. We will not be held liable for any loss or damage whatsoever, unless such loss or damage arises from Our gross negligence or intentional misconduct.
3. If someone uses your Card or accesses your Account through the Services after you have informed us that your Account is at risk, you will be responsible for all expenditure incurred and transactions performed, to the extent that You:
 - 3.1 used Your Card or the Services;
 - 3.2 allowed your Card or the Services to be used by someone else;
 - 3.3 were careless about the security of your Card, your PIN, or your passwords and this contributed to your Card or the Services being used to access your Account;
 - 3.4 used the Services through a device which has had its security features tampered with or disabled.
4. We cannot reverse transactions performed using the Services, even if You entered and incorrect amount, account number, branch clearing code or cell phone number. You acknowledge that we do not check whether beneficiary details You enter are correct.

PART G – DISCLAIMERS, WARRANTIES AND MISREPRESENTATIONS

1. We shall not be responsible, or liable for, any loss, damage or expense of any nature whatsoever which may be suffered by you or a third party as a result of or occasioned by the failure by Us to perform or process a transaction as a result of acts, events or circumstances beyond Our control, including among other things, failure, unavailability or malfunction of any networks or third party systems and power failures.
2. Our website may contain certain images and links to other third party websites ("**linked sites**") with information and material produced by other parties. The linked sites are not under Our control and We are not responsible for the content of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site.
3. All information appearing on Our website is provided without representation or warranty whatsoever, whether expressed or implied, and We disclaim any liability to you in this regard.
4. We do not purport that the Services will be error-free.

PART H – TERMINATION, SUSPENSION AND LIMITATION

1. Availability of or access to the Services is at Our discretion and you acknowledge and agree that We are entitled in its sole discretion from time to time to replace, substitute or withdraw any availability of the Services.
2. We may:
 - 2.1 Set limits or conditions on the right to access certain features or functions of the Services;
 - 2.2 Restrict access to parts of or all of the Services; and

ONLINE BANKING – TERMS AND CONDITIONS

2.3 Modify, suspend or discontinue the Services, whether temporarily or permanently on 20 (twenty) business days' notice.

PART I – COOKIES

1. The Website uses cookies – a small piece of information stored on your computer in the form of a file – where strictly necessary for the purposes of making the Website work, for monitoring performance or facilitating functionality.
2. You may refuse the use of cookies by adjusting the settings of your web browser, however please note that if you do this you may not be able to use the full functionality of the Website.
3. By using the Website, you consent to the use of cookies and use of the data they provide.

PART J – COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

1. The Website and Application contains copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photos and graphics, and may in future include video, graphics, music and sound ('Content'). The Content is protected by copyright law, registered and unregistered trademarks, database rights and other intellectual property rights.
2. Moneyline, its licensors, or authorised contributors own the copyright, database right and other intellectual property rights in the selection, coordination, arrangement and enhancement of such Content, as well as in the Content original to it. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the Content, in whole or in part except as provided in these Terms of use.
3. You may download information from the Website or Application for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without Our express permission or that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

PART K – CONSENTS AND DISCLOSURES

1. You consent to Us –
 - 1.1 carrying out identity and fraud prevention checks on you, and in this regard to collect information about you from third parties;
 - 1.2 using your personal information, as defined in the Protection of Personal Information Act 3 of 2014 and including biometric data, to render banking services to you;
 - 1.3 providing your personal information to third party service providers for the **express purpose of providing you with the banking services** referred to

in these Terms and Conditions, and in this regard you also consent to Us as well as the aforementioned parties storing and processing your personal information.

2. We shall be entitled to disclose your personal information where We are legally compelled to do so.

PART L – GENERAL

1. You grant Us authority to monitor, intercept, record and use as evidence all forms of correspondence or communications received by or sent from Us or any of its employees, agents or contractors.
2. Except where We are legally compelled by law or a court order or a duty to the public exists or where you give Us consent or where Our rights and/or interests require it, We undertake to keep all information obtained, furnished, transmitted, conveyed by you confidential.
3. From time to time, We may restrict access to some parts of the Website, or the entire Website, to users and staff who have registered with Us.
4. In effecting any transaction, We will not act, nor shall it be deemed to be acting, as your agent or an agent of any payee.
5. As a condition of your use of the Services, you warrant to Us that you will not use it for any purpose that is unlawful or prohibited by these Terms and Conditions. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.
6. You shall not cede, delegate, make over or transfer any rights or obligations in respect of, or arising out of, these Terms and Conditions without Moneyline's prior written consent, Moneyline may cede, delegate, make over or transfer any of its rights or both its rights and obligations under these Terms and Conditions to any person.
7. We will not be liable for any consequential damages suffered by you, howsoever arising, as a result of your failure to comply with your obligations in accordance with these Terms and Conditions.
8. Our total liability shall, in no circumstances, exceed the actual amount of the transaction or transactions in dispute.
9. If any provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

DISCLOSURES

IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002

PARTICULARS OF FINANCIAL SERVICES PROVIDER

Moneyline Financial Services (Pty) Ltd (“**Moneyline**”) is an authorised financial services provider (“**FSP**”) in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (“**FAIS Act**”). Moneyline receives variable commissions and other fees in respect of the intermediary services that it renders.

Registered Name: Moneyline Financial Services (Pty) Ltd
Trading Name: Moneyline Financial Services
Legal Status: Private Company
FSP Number: 46068
Registration Number: 1998/020799/07
Physical Address: 3rd Floor, President Place, Corner Jan Smuts Avenue & Bolton Road, Rosebank, 2196
Postal Address: P.O. Box 2424, Parklands, 2121
Telephone Number: 086 099 4162
Fax: 086 606 2132
Website: www.net1.com
Key Individual: Janie Marx
E-mail Address: janie.marx@net1.com
Compliance Officer: Warren Segall (CO No. 6769)
E-mail Address: warrens@net1.com

Moneyline carries professional indemnity insurance cover and accepts responsibility for the actions of its authorised representatives.

Moneyline is authorised to render the following intermediary services:

- 1) Long-term deposits (exceeding 12 months)
- 2) Short-term deposits (12 months or less)

PARTICULARS OF PRODUCT SUPPLIER

The EasyPay Everywhere Card programme is brought to you by Moneyline Financial Services (Pty) Limited, a subsidiary of Net1 Applied Technologies South Africa (Pty) Limited, with banking services provided by Grindrod Bank Limited, an authorised FSP.

Registered Name: Grindrod Bank Limited
Trading Name: Grindrod Bank Limited
Physical Address: 5 Arundel Close, Kingsmead Office Park, Durban, 4000
Postal Address: P.O. Box 3211, Durban, 4001
Telephone Number: 031 333 6600
Fax: 031 571 0505
Website: www.grindrodbank.co.za
Compliance Department: 031 333 6637

Moneyline does not have any direct or indirect financial interest in the product supplier.

COMPLAINTS RESOLUTION PROCESS

Should you have any FAIS-related complaint, lodge your complaint in writing via post or fax to Moneyline (see details above).

Should you be dissatisfied with Moneyline’s response to your complaint, lodge your complaints by contacting the Independent Adjudicator (see details below).

Should you be dissatisfied with the Independent Adjudicator’s response to your complaint, you can contact the FAIS Ombudsman or the Ombudsman for Banking Services within 6 months from receiving the response to your complaint from the Independent Adjudicator:

Net1 Independent Adjudicator:

Name: Adv. Neville Melville
Telephone Number: 086 099 4167
E-mail Address: neville.melville@net1.com

FAIS Ombudsman:

Postal Address: P.O. Box 74571, Lynnwood Ridge, Pretoria, 0040
Telephone: 012 470 9080
E-mail Address: info@faisombud.co.za
Website: www.faisombud.co.za

Ombudsman for Banking Services:

Postal Address: P.O. Box 5728, Johannesburg, 2000
Telephone: 086 066 2837 / 011 712 1800
E-mail Address: info@obssa.co.za
Website: www.obssa.co.za