

## TERMS AND CONDITIONS FOR THE USE OF THE EASYPAY EVERYWHERE CARD AND ACCOUNT

### 1. DEFINITIONS

- 1.1. **"ATM"** means an automated teller machine;
- 1.2. **"Bank"** means Grindrod Bank Limited, a public company registered in South Africa as a bank in terms of the Banks Act 94 of 1990 (registration number: 1994/007994/06) and an authorised financial services provider (FSP 6317);
- 1.3. **"Biometrics"** means a Cardholder's fingerprint(s) captured during enrolment which is used as a security and authentication measure in respect of Card Transactions requiring biometric authentication or verification;
- 1.4. **"Cardholder" / "you" / "your"** means a person in whose name an EPE Account has been opened and to whom an EPE Card has been issued;
- 1.5. **"Card Transaction"** includes, but is not limited to, any EPE Account-based transaction undertaken using an EPE Card and PIN or Biometrics for the purposes of paying for any goods or services at a POS Device, withdrawing cash, doing an electronic funds transfer or transacting using any other channel;
- 1.6. **"Call Centre"** means the call centre operated by EPE. **The number of the Call Centre is 0860 994 162;**
- 1.7. **"Claimant"** such person as is legally entitled to make claim to the benefit of the free life insurance payable upon your death, in accordance with clause 13 and/or 14;
- 1.8. **"Complaint"** means a Cardholder complaint denying that he/she entered into a particular Card Transaction, or otherwise disputing the validity of a Card Transaction;
- 1.9. **"Disclosures"** means the disclosures required in terms of the Financial Advice and Intermediary Services Act 37 of 2002, attached hereto marked Annexure A;
- 1.10. **"EPE"** means the EasyPay Everywhere Card programme, with banking services rendered by the Bank;
- 1.11. **"EPE Account"** means the savings account opened by the Bank and held in the name of the Cardholder, for the purposes contemplated in these Terms and Conditions;
- 1.12. **"EPE Card"** means a MasterCard-branded debit card issued by the Bank to a Cardholder, which bears the EPE logo and which is linked to the Cardholder's EPE Account;
- 1.13. **"EPE Card Transaction Fees"** means the fees charged for every Card Transaction performed, and all other fees and charges relating to your EPE Account as set out in the EasyPay Everywhere Brochure;
- 1.14. **"FICA"** means the Financial Intelligence Centre Act, 2001;
- 1.15. **"Limits"** means both local ATM and POS Card Transaction limits;
- 1.16. **"Merchant"** means a supplier of goods and services, and includes an ATM owner;
- 1.17. **"Moneyline"** means Moneyline Financial Services (Pty) Ltd, a private company duly incorporated in South Africa (registration number: 1998/020799/07) and a registered credit provider (NCR number: NCRCP 633);
- 1.18. **"PIN"** means the personal identification number chosen by a Cardholder and which is used as a security and authentication measure in respect of Card Transactions requiring a PIN;
- 1.19. **"POS Device"** means a device enabled to accept EPE Cards for the purposes of payment for goods and/or services;
- 1.20. **"Terms and Conditions"** means this document and all annexures to it, including the Disclosures and the EPE Card Transaction Fees as may be amended from time to time;
- 1.21. **"we" / "us" / "our"** means the Bank and Moneyline and their authorised agents.

### 2. INTRODUCTION

- 2.1. Your use of the EPE Account and the EPE Card is subject to these Terms and Conditions.
- 2.2. These Terms and Conditions, together with the information you provided and confirmed using Biometrics during enrolment, constitute a binding agreement between you and us.
- 2.3. **By using your EPE Card you shall be deemed to have accepted these Terms and Conditions.**

### 3. EPE CARD

- 3.1. The EPE Card shall remain the property of the Bank. We shall be entitled, at any time and in our sole and absolute discretion, to:
  - 3.1.1. require you to return the EPE Card; or
  - 3.1.2. cancel or suspend your use of the EPE Card,and we shall not be liable for any damages or loss suffered by you as a result.
- 3.2. The EPE Card is valid from the date of issue until the expiry date reflected thereon, whereupon you will be issued with a new EPE Card, subject to the Terms and Conditions of this Agreement. You will be required to collect your new Card from a Net1 Financial Services branch.
- 3.3. On receipt of the EPE Card you undertake to immediately sign the signature panel on the back with a pen.
- 3.4. You are the only person who may use the EPE Card. You may not transfer the EPE Card or authorise any other person to use the EPE Card.

### 4. LIABILITY AND INDEMNITY

- 4.1. You must inform us if your EPE Card has been lost or stolen or if someone else knows your PIN. As soon as you do, we will take immediate steps to prevent it from being used to access your EPE Account.
  - 4.1.1. You agree that you are liable for all amounts debited to your EPE Account including amounts debited as a result of any unauthorised and/or illegal access to your EPE Account by third parties, prior to having so informed us.
  - 4.1.2. You may also be liable for any losses if you act negligently, without reasonable care or in breach of these Terms and Conditions and this has caused or contributed to losses, regardless of whether or not you so informed us.
  - 4.1.3. If you act fraudulently you will be liable for all losses.
- 4.2. You undertake –
  - 4.2.1. to use your EPE Account and EPE Card in accordance with the provisions of these Terms and Conditions;
  - 4.2.2. not to perform Card Transactions that, together with the Card Transaction fees, will exceed the available credit balance in your EPE Account;
  - 4.2.3. not to perform Card Transactions that transgress the Card Transaction Limits that are applicable to your EPE Account;
  - 4.2.4. to comply, at all times, with all applicable legislation, including but not limited to FICA, when using the EPE Card; and
  - 4.2.5. not to use your EPE Account or EPE Card for any unlawful purpose whatsoever.
- 4.3. Other than as a result of our reckless conduct, under no circumstances shall we be liable to you for any loss or damages whatsoever and howsoever arising, including as a result of the Bank refusing to authorise or blocking any Card Transaction on your EPE Account, or blocking your EPE Account and/or EPE Card, or the failure, malfunction or delay of any computer systems (hardware and software), electronic devices including POS Devices, mobile devices or networks required to access your EPE Account and/or use your EPE Card.

- 4.4. We shall not be liable to you under any circumstances for consequential, indirect, special, punitive or incidental damages.
- 4.5. It shall, at all times, be your responsibility to satisfy yourself as to the accuracy and completeness of Card Transactions when using your EPE Account and/or EPE Card.
- 4.6. You indemnify us against all claims, damages and losses we may suffer as a result of your use of the EPE Account and/or EPE Card.
- 4.7. **If you dispute any Card Transaction, you must make a Complaint within 3 (three) months of such transaction. If you do not do so, you will be deemed to have waived any right, for repayment or otherwise, which you may have against us in respect of such Card Transaction, regardless the circumstances of the Card Transaction.**
- 4.8. You will be liable for all amounts owing in terms of these Terms and Conditions, including without limitation, in respect of the EPE Card Transaction Fees.
- 4.9. As security for your obligations set out in paragraph 4.8 above, the money in your EPE Account and all rights that you may have against us to claim payment of those monies will be subject to a first, perfected, and prior lien, security interest, and right of set-off in our favour and your rights are ceded in security in our favour as continuing, covering security for the payment in full of any amounts you may owe us whether in terms of these Terms and Conditions or otherwise.
- 4.10. We may without notice to you, set-off any of your obligations to make payment to us under these Terms and Conditions against our liability to you in respect of any credit balance in your EPE Account. All amounts owing (or any part thereof) will be debited from the credit balance in your EPE Account and paid to Moneyline. If you have insufficient funds standing to the credit of your EPE Account, you will remain liable to us for any unpaid balance of the amounts owing which were not recovered from your EPE Account.

### 5. COMPLAINTS

- 5.1. You should report Complaints to the Call Centre. All Complaints will be dealt with in accordance with applicable laws and regulations.
- 5.2. For any dispute relating to debit orders, you should first attempt to resolve the dispute with the party with whom the debit order was signed ("**the User**"). Should this fail, you may contact the Call Centre to report the disputed debit order. All disputed debit orders will be dealt with in accordance with applicable laws and regulations. If you inform us of the dispute within 40 (forty) days of the disputed debit order, we will immediately credit your EPE Account and return the debit to the User. If you inform us of the dispute after 40 (forty) days of the disputed debit order, we will send a request to the User's bank to provide proof of the debit order mandate. If the User's bank is unable to provide such proof within 30 (thirty) calendar days, we will credit your EPE Account. If however the User's bank provides sufficient proof of the mandate, you must settle the dispute with the User directly.
- 5.3. If we do not resolve your Complaint or debit order dispute or if you are not satisfied with the outcome, you may contact the Ombudsman for Banking Services:  
Physical address: 1<sup>st</sup> Floor, Houghton Place, 51 West Street, Houghton, Johannesburg, South Africa. Postal address: P O Box 5728, Johannesburg, 2000. Telephone number: 011 712 1800 / 0860 800 900. E-mail address: info@obssa.co.za.
- 5.4. Any dispute between you and a Merchant will not affect our rights and obligations including, without limitation:
  - 5.4.1. our right to receive payment from you for EPE Card Transaction Fees; and
  - 5.4.2. the Bank's obligation to effect payments to Merchants and pass corresponding debits to your EPE Account.

### 6. CONSENTS AND DISCLOSURES

- 6.1. You consent to us –
  - 6.1.1. carrying out identity and fraud prevention checks on you, and, in this regard, to collect information about you from third parties;
  - 6.1.2. using your personal information, as defined in the Protection of Personal Information Act 3 of 2014, to render the banking services set out in these Terms and Conditions, and to send marketing material from us and our affiliates to you, if you elected to receive same during enrolment;
  - 6.1.3. providing your personal information to our third party service providers, subsidiaries and affiliates 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.
- 6.2. We shall be entitled to disclose your personal information where we are legally compelled to do so.

### 7. FOREIGN TRANSACTIONS

Your EPE Card may only be used for transactions within the borders of South Africa.

### 8. FICA DOCUMENTATION

- 8.1. Should we inform you telephonically that we require proper and legible FICA documentation, i.e. a valid South African identity document and/or valid proof of residence, you need to go to your nearest Net1 Financial Services branch with the required documentation within 3 (three) working days of the request.
- 8.2. We reserve the right to suspend your EPE Account should you fail to provide us with the requested FICA documentation within the aforementioned time.

### 9. MONTHLY ACCOUNT STATEMENTS

- 9.1. You can view your EPE Account balance by dialing \*120\*3737# on your mobile phone.
- 9.2. You can request the EPE Call Centre to email or fax your EPE Account statement to you by contacting the EPE Call Centre.
- 9.3. You can request that your EPE Account statement be printed at any Net1 Financial Services branch.

### 10. INTEREST ON YOUR ACCOUNT

- 10.1. The Bank will pay interest into your EPE Account if you maintain a positive credit balance.
- 10.2. The Bank will calculate the interest on the daily balance of your EPE Account at the rate of 5.00% (five percent) per annum.
- 10.3. The Bank reserves the right to change the interest rate at any time. Any changes will be communicated to you via SMS, on the mobile number registered with your EPE Account. Interest rates will be made available on [www.net1.com](http://www.net1.com).
- 10.4. Any interest earned will be paid into your EPE Account once a month from the 25<sup>th</sup> day of the month.
- 10.5. **No interest will be paid on any balance in an account which is inactive (see clause 12.1), which has been closed, or in respect of which a closure request or notice has been sent.**

## 11. ADDRESS AND PARTICULARS

- 11.1. Your physical address provided to us, is the address which you choose where any documentation, notice or process of court may be served on you.
- 11.2. You must promptly advise us in writing of any change to your personal particulars. If you change your residential address or other particulars, you may be required to provide us with documentary proof before we will accept the changes.

## 12. SUSPENSION, CLOSURE AND TERMINATION OF EPE ACCOUNT

- 12.1. If you do not transact on your EPE Account for 3 (three) consecutive months, such account will be regarded as **inactive**, and we will be entitled, but not obliged, to suspend your EPE Account and EPE Card. We will be entitled, but not obliged, to close your EPE Account 1 (one) month after such suspension.
- 12.2. If you suspect that your EPE Account, EPE Card or PIN has been compromised in any way, you must contact the EPE Call Centre. Your EPE Account and EPE Card will be suspended immediately. You can go to any Net1 Financial Services branch to re-activate your EPE Account and EPE Card.
- 12.3. If we suspect that your EPE Account, EPE Card or PIN has been compromised in any way, we may suspend your EPE Account and EPE Card and inform you telephonically within a reasonable time of the suspension. You can go to any Net1 Financial Services branch to re-activate your EPE Account and EPE Card.
- 12.4. You may close your EPE Account at any time at any Net1 Financial Services branch. Any money in your EPE Account at the time of closure will be transferred into a bank account nominated by you. We cannot perform cash pay-outs at the branches.
- 12.5. We may, in our sole discretion and at any time, suspend or terminate your use of your EPE Account and EPE Card without any liability to you whatsoever. If we terminate your right to use the EPE Card it must be returned to us immediately or destroyed.
- 12.6. The termination of an EPE Account by you or us shall not affect:
  - 12.6.1. any Card Transaction undertaken prior to the effective date of termination; or
  - 12.6.2. the liability of any party in respect of things done or omitted to be done prior to the effective date of termination, and the provisions of these Terms and Conditions shall continue in full force and effect.
- 12.7. **When your EPE Account is closed in terms of these Terms and Conditions, we will charge you the Account Closure Fee set out in the EasyPay Everywhere Brochure.**

## 13. FUNERAL INSURANCE

- 13.1. Whilst your EPE Account remains active you will be entitled to free funeral insurance.
- 13.2. In the event of your death, provided you have not breached these Terms and Conditions, an amount of R2,500 ("**the Benefit**") will be paid to the Claimant.
- 13.3. Such payment will be further subject to the Claimant notifying The Smart Life Insurance Company Ltd ("**Smart Life**") of your death and claiming the benefit within 3 (three) months of your death. It will be your responsibility to ensure that any potential Claimant is aware of the insurance cover and the requirement to notify Smart Life of your death and to make a claim.
- 13.4. The Claimant will be regarded to have made a claim once he/she provided Smart Life such documents as it may require to verify the right of the Claimant to make the claim (including a death certificate) and payment verification details, such as his/her identity document and confirmation of banking details.

## 14. COMMUTER INSURANCE

- 14.1. Whilst your EPE Account remains active you will be entitled to free commuter cover.
- 14.2. In the event of your death due to a road accident (a sudden unexpected accident or series of accidents resulting from the same cause, occurring at a specific place and time within the borders of the Republic of South Africa, involving the account holder as driver or passenger in a vehicle or as a rider of a bicycle or as a pedestrian being struck by a vehicle of any type), provided you have not breached these Terms and Conditions, an amount of R2,500 ("**the Benefit**") will be paid to your nominated beneficiary ("**the Claimant**").

- 14.3. Such payment will be further subject to the Claimant notifying The Smart Life Insurance Company Ltd ("**Smart Life**") of your death and claiming the benefit within 3 (three) months of your death. It will be your responsibility to ensure that any potential Claimant is aware of the insurance cover and the requirement to notify Smart Life of your death and to make a claim.
- 14.4. The Claimant will be regarded to have made a claim once he/she provided Smart Life such documents as it may require to verify the right of the Claimant to make the claim (including a death certificate) and payment verification details, such as his/her identity document and confirmation of banking details.

## 15. MINORS

- 15.1. Should you be younger than 18 years of age you represent and warrant that you –
  - 15.1.1. have obtained your guardian's consent to enter into these Terms and Conditions and open an EPE Account; or
  - 15.1.2. are an emancipated minor; and
  - 15.1.3. that you are older than 16 years.
- 15.2. To the extent that you have entered into this agreement in your capacity as a guardian for a minor child you:
  - 15.2.1. represent and warrant that you have consented to the minor child entering into this Terms and Conditions; and
  - 15.2.2. bind yourself jointly and severally as a surety for, and co-principal debtor in *solidum* with the Cardholder (being the minor child) in respect of all and any amounts which are now, or may become owing by the Cardholder(s) to us.

## 16. WAIVERS

Any indulgence, leniency or extension of time which we may grant to you shall not, in any way, prejudice us or preclude us from exercising any of our rights in the future.

## 17. GENERAL

- 17.1. If there is a difference between your records and ours, our records will be regarded as being correct, unless you are able to prove otherwise.
- 17.2. We undertake to store, process and transmit our cardholder data securely and in accordance with MasterCard and Payment Card Industry Standards.
- 17.3. We may amend these Terms and Conditions at any time. Publication of such amendments by such means as we may select will constitute valid notice of the amendment to you and such amendments will be effective immediately, or as otherwise stated in the notice. **However, if you do not agree with the amendments then you must notify us that you wish to close your EPE Account. If you do not notify us that you wish to close your EPE Account, then you will be deemed to have accepted the amendments to the Terms and Conditions.**
- 17.4. You may not amend or vary these Terms and Conditions at all.
- 17.5. Should any clause in these Terms and Conditions become illegal, invalid or unenforceable in any respect, the remaining clauses will not be affected or impaired thereby.
- 17.6. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto shall be determined in accordance with such laws.
- 17.7. You consent to the jurisdiction of the Magistrates Court irrespective of the amount in dispute. In the event that we take legal action against you, you agree to pay our legal costs on an attorney and own-client scale as well as tracing agent charges and collection fees.
- 17.8. You may not cede or assign or otherwise make over or dispose of any of your rights or obligations in terms of these Terms and Conditions.
- 17.9. **All fees and charges relating to your EPE Account are set out in the EasyPay Everywhere Brochure, which is available for download from the EPE website at <http://www.net1.com/legal/epe-product/>. The fees and charges are subject to change.**

## ANNEXURE A

### DISCLOSURES IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 ("**FAIS ACT**")

#### 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:	<a href="http://www.net1.com">www.net1.com</a>
Key Individual:	Estian Muller
E-mail Address:	estian.muller@net1.com
Compliance Officer:	Warren Segall (CO No. 6769)
E-mail Address:	janie.marx@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) Ltd, a subsidiary of Net1 Applied Technologies South Africa (Pty) Ltd, 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:	<a href="http://www.grindrodbank.co.za">www.grindrodbank.co.za</a>
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, you can contact the FAIS Ombudsman or the Ombudsman for Banking Services within 6 (six) months from receiving the response:

<b>FAIS Ombudsman:</b>	
Postal Address:	P.O. Box 74571, Lynnwood Ridge, Pretoria, 0040
Telephone:	012 470 9080
E-mail Address:	info@faisombud.co.za
Website:	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>

#### Ombudsman for Banking Services:

Postal Address:	P.O. Box 5728, Johannesburg, 2000
Telephone:	086 066 2837 / 011 712 1800