

Please read these Card T&Cs carefully as these Card T&Cs set out the rights and obligations between You and Sasfin. If You do not understand any part of these Card T&Cs, please contact Sasfin. **Please pay special attention to all text in bold.** 

### 1. DEFINITIONS

- 1.1. "Account" means Your Sasfin Bank account, to which Your Card relates;
- 1.2. "Additional Card" means any additional Cards which Sasfin may issue to the Additional Cardholder if requested by You;
- 1.3. "Additional Cardholder" means any person authorised by You to use an Additional Card and to whom an Additional Card has been issued;
- 1.4. "Additional Card Limit" means the Card limit on any Additional Cards;
- 1.5. "Authorised User" means any person You appoint to use Your Account or Card on Your behalf;
- 1.6. "Business Hours" means Monday to Friday from 08h00 to 16h30, excluding Public Holidays;
- 1.7. **"Card"** means a card, including a virtual version of a card, issued by Sasfin to the Account holder for usage by a specified Cardholder;
- 1.8. "Card Limit" means any of the various limits that may be set on Your Card;
- 1.9. **"Card Transaction"** means a transaction effected by You on Your Card including, without limiting the generality of the aforegoing, a purchase, cash transaction, refund or reversal of payment;
- 1.10. "Card T&Cs" means these terms and conditions which apply to Your Card;
- 1.11. "CMA" means the Common Monetary Area, a monetary union which includes South Africa, Namibia, Lesotho and Eswatini. The currency of all four countires are governed by the South African Reserve Bank and are valued and exchanged at par with the South African Rand;
- 1.12. "Sasfin" / "We" / "Us" means Sasfin Bank Limited (registration number 1951/002880/06), an authorised financial services provider (FSP23833) and a registered credit provider (NCRCP22) and includes any successor-in-title; and
- 1.13. "You" / "Your" / "Cardholder" means the Card and Account holder.

## 2. AGREEMENT

- 2.1. These T&Cs apply as an agreement between You and Sasfin regulating, amongst other things, the operation of the Card and shall come into effect, and all the provisions of these Card T&Cs will apply, by the earlier of:
  - 2.1.1. receipt by You of Your Card; and
  - 2.1.2. the use by You of the Card,
  - and thereafter unless amended by Us from time to time.
- 2.2. These T&Cs supersede all previous Card T&Cs on Cards previously issued by Sasfin Bank.

## 3. APPLICATION OF THESE CARD TERMS AND CONDITIONS

- 3.1. These Card T&Cs apply to You if You have a transactional bank Card or any other Card relating to a transactional bank account with Sasfin. These Card T&Cs also apply to any additional and replacement Cards and to any Cards issued to Authorised Users.
- 3.2. These Card T&Cs set out the agreement between You and Sasfin regarding the use of Your Card. These Card T&Cs must be read together with the General Terms and Conditions and the Transactional Banking Account Terms and Conditions.

#### 4. TRANSACTIONAL BANK CARD

- 4.1. You will need a personal identification number (PIN) to use the Card.
- 4.2. The Card may be used to:
  - 4.2.1 perform standard automated teller machine (ATM) functions at ATMs;

- 4.2.2 make cash deposits into Your account via an ABSA ATM; and
- 4.2.3 purchase goods and services from merchants either by means of Point of Sale (**POS**) transactions, tapand-pay transactions, wallet payments or online transactions.
- 4.3. We will not be liable for any losses which You may incur:
  - 4.3.1 if You transact or purchase by telephone or email; or
  - 4.3.2 if You enter into debit order agreements or any other form of recurring payments.
- 4.4. The Card will be valid from the date of issue until the last date of the month in which the Card expires, the date on which Your account to which the Card relates is closed or Your right to use the Card is terminated.
- 4.5. The Card will always remain the property of Sasfin even though You have possession and the right of use of the Card.

## 5. PROTECTING YOUR ACCOUNT, CARD AND PIN

- 5.1. You must take all reasonable steps to keep You Card and PIN safe to prevent someone from using Your Card without Your permission. On receiving a new Card, You must comply with the following security measures:
  - 5.1.1. contact the Client Relationship Centre to set Your PIN;
  - 5.1.2. do not tell anyone the details of Your PIN, including any other user of the Account;
  - 5.1.3. memorise Your PIN and keep it secret and separate from the Card; and
  - 5.1.4. sign the back of the Card immediately when You receive it.
- 5.2. In addition, You must:
  - 5.2.1. follow the security recommendations We make from time to time, of which We will notify You;
  - 5.2.2. do not allow any other person to use Your Card.
- 5.3. Only the Cardholder may use the Card. You may not transfer the Card to any other person. You may request additional cards to be issued to Additional Cardholders. Each Card will have a different Card number and PIN combination.
- 5.4. When using Your Card, You must use the PIN and sign the receipt if the merchant requests You to do so.
- 5.5. All expired cards must be destroyed by cutting the Card.
- 5.6. If any of the following happens or if You suspect that any of the following has happened:
  - 5.6.1. Your Card is lost, stolen or damaged;
    - 5.6.2. someone obtains Your PIN or Your PIN has been compromised in any way; or
    - 5.6.3. if someone uses Your Card and/or PIN without Your permission,

then You must immediately cancel Your Card by calling the Client Relationship Centre on the phone number set out below, or by using Sasfin B\\YOND internet banking or by using the Sasfin B\\YOND mobile App.

- 5.7. Only the Account holder or authorised signatory (where the Account holder is a business) may set and change the limits on the Card.
- 5.8. If You enter the PIN incorrectly three consecutive times, Your Card will automatically be blocked and You will not be able to perform any Card Transactions using Your Card. You must contact the Client Relationship Centre to unblock Your Card.
- 5.9. If You forget Your PIN, You may contact the Client Relationship Centre to reset Your PIN.
- 5.10. If Your PIN has been compromised or if You believe Your PIN may have been compromised, You must cancel Your Card by calling the Client Relationship Centre, by using the Sasfin B\\YOND internet banking website or by using the Sasfin B\\YOND mobile App.

#### 6. CARD TRANSACTIONS USING THE CARD

- 6.1. All Card Transactions using the Card will reflect on Your Account whether or not the receipt for the Card Transaction is signed.
- 6.2. While We take all reasonable measures to ensure the security of Your Card Transactions, You use the Card at Your own risk. We will not be responsible for any loss, theft or fraud resulting from Your use of the Card.
- 6.3. Your Card may not be used for any illegal or unlawful purpose, which may include purchasing goods or services that are illegal or using the Card for purposes of money laundering. You are responsible for ensuring that all Card Transactions are lawful.

6.4. If Your Account is frozen or suspended, You will have restricted use of Your Card or You will not be able to use Your Card until Your Account is no longer frozen or suspended.

### 7. CARD TRANSACTION LIMITS

- 7.1. You must have sufficient money in Your account or credit in Your overdraft facility (if applicable) in order for Us to carry out any Card payment instructions from You.
- 7.2. You will be able to view Your Card Limits on Your B\\YOND internet banking platform profile.
- 7.3. There are maximum default Card Limits on Your Card for Your protection. If You wish to decrease Your limit, You may do so on the B\\YOND internet banking platform. If You would like to increase Your limit over and above Your maximum limit, You will need to apply for approval by contacting the Client Relationship Centre. If You have exceeded Your Card Transaction Limit, You will not be able to transact on Your Card and We will not be able to carry out any instruction from You.
- 7.4. We will not process any Card payment instructions if this will cause Your Card Transaction Limit to be exceeded.
- 7.5. Should payment be processed even if You have exceeded Your Card Transaction Limit, You are liable to pay Sasfin back the amount plus interest and charges.

#### 8. NOTIFICATION SERVICES

- 8.1. We offer a notification service which notifies You of all Card Transactions. This is a value-add service which allows You to monitor all Card Transactions and may assist You to take steps to prevent further unauthorised Card Transactions.
- 8.2. The notification service is in addition to any statement You may receive.
- 8.3. We will send you an SMS or email message for all Card Transactions. It is Your responsibility to monitor Card Transactions.
- 8.4. You must provide Us with Your mobile number or email address in order for Us to send You notifications of Card Transactions. You are responsible for providing Us with the correct mobile number or email address and for ensuring that You update Your mobile number and email address for the purposes of the notification service. We will not be held liable for sending a notification of a Card Transaction to the incorrect mobile number or email address.
- 8.5. If You choose not to receive notifications, You will still be responsible for monitoring Your Card Transactions.
- 8.6. You may request for Your details to be changed or updated on the B\\YOND internet banking platform or by contacting the Client Relationship Centre.
- 8.7. You must contact Us within 24 (twenty-four) hours of receiving a notification message of an unauthorized Card Transaction or within 24 (twenty-four) hours of receiving a notification message if there is an error or query on Your Account by calling the Client Relationship Centre. If We do not receive a query or notice of an error or unauthorised Card Transaction within this time, We will assume that the Card Transaction is authorised by You and You will be liable for the Card Transaction.
- 8.8. A notification message will be considered to have been received by You when We have sent it.
- 8.9. We cannot guarantee the accuracy or time within which an SMS or email notification message will be sent to You, as this is dependent on Your service provider and external service providers delivering the messages. If there is a dispute about whether or when You received a notification message, Our records will serve as proof of the date and time when the message was sent.
- 8.10. We make no warranty, guarantee, representation or undertaking as to the operation or functionality of the notification service.
- 8.11. It is Your obligation to check your statements and transaction history on the B\\YOND website and the Sasfin App regularly to confirm the accuracy of the Card Transactions.

#### 9. LOST OR STOLEN CARDS AND PINs

- 9.1. If You suspect that Your Card may have been fraudulently accessed or used, including where Your Card is linked to a device and the device is lost or stolen, You must immediately contact us to report this and notify Us to stop Your Card by calling the Client Relationship Centre on the phone number set out below or by using the Sasfin B\\YOND internet banking website or by using the Sasfin B\\YOND mobile App. This applies whether such Card or device is Yours or that of an Additional Cardholder.
- 9.2. If Your Card is retained by an ATM, You must report and cancel it immediately by calling the Client Relationship Centre on the details below. You may also cancel Your Card by using the Sasfin B\\YOND internet banking website or by using the Sasfin B\\YOND mobile App.
- 9.3. When the Card is cancelled, it will no longer function, and You will not be able to use Your Account or Card.
- 9.4. You need to keep your card secure and your PIN number secret at all times. You must tell Us immediately if Your card details have been compromised in any way. After You have informed Us that Your Card has been lost, stolen or used for an unauthorized transaction or that Your PIN has been compromised, Your Card will be stopped or cancelled by Us. You are responsible and liable for any losses resulting from the use of Your Card by any unauthorised person until such card has been stopped or cancelled by Us. Any transaction that was initiated prior to Us cancelling or stopping Your Card may need to be completed after the Card is stopped. In such cases, You will remain responsible for such transactions whether or not the Card is stopped/cancelled.
- 9.5. You may use your Card Limit functionality to manage specific types of Card Transactions. For example, in the event that you do not wish to expose your card to Tap & Pay transactions or ecommerce transaction, you may manage this via Your Card limit functionality on B\YOND.
- 9.6. If Your Account is suspended, You may not be able to use the Card until the Account is no longer suspended.

### **10. EXCHANGE CONTROL REGULATIONS**

- 10.1. If You use the Card outside the CMA, You will have to comply with exchange control regulations.
- 10.2. Any Card Transaction in a currency other than South African Rand will be charged to Your account at the Visa rate of exchange that applies at the date of settlement of the Transaction.
- 10.3. All Card Transactions will be shown in Your statement in Rand.
- 10.4. You may not use Your Card to fund any international trading accounts. You may not use Your Card to purchase international crypto currencies.
- 10.5. We must report all Card Transactions outside the CMA to the South African Reserve Bank.
- 10.6. We are obliged to report payments to a non-resident in terms of the SARBs BOPCARD Resident reporting rules.
- 10.7. You may not use Your Card to participate in foreign lotteries or take part in online gambling activities. The South African Reserve Bank requires Us to decline to debit any such Card Transactions.

#### **11. DELIVERY OF CARDS**

- 11.1. We will deliver Your Card and any replacement Card to You at an address chosen by You for delivery. We reserve the right to charge for delivery of replacement cards. In respect of international delivery, We charge for delivery. In order for Us to deliver Your Card to You, You authorise Us to hand Your Card to a courier company. While We will take all reasonable steps to ensure the safety and security of Your Card, it is Your responsibility to check that the package that Your Card is delivered in is not tampered with. If You believe that the delivery package has been tampered with, You must contact Us immediately. You hereby indemnify and hold Sasfin harmless against any loss, claims or damage arising from Us handing over Your Card to a courier company.
- 11.2. Your identity will need to be verified before We can give the new Card to You. You will be required to provide Your original Identity Document (ID) and proof of Your residential address (if requested), to Our courier in order for Your Card to be released to You.
- 11.3. Acceptance by You of the Card from the courier is deemed acceptance of delivery of the Card from Sasfin.
- 11.4. If You do not wish to have Your Card delivered to You, You may collect Your Card from Us at the Sasfin head office.

#### **12. ADDITIONAL CARDS**

- 12.1. You may request Us to issue Additional Cards to Additional Cardholders. We may issue such Additional Cards in Our discretion.
- 12.2. Once Additional Cards are issued to Additional Cardholders, the Additional Cardholder must activate the PIN by contacting the Client Relationship Centre. Additional Cardholders will be entitled to conduct Transactions

on Your Account as authorised by You.

- 12.3. You will be able to view the Additional Card Limits on Your B\\YOND internet banking platform profile.
- 12.4. There are maximum default Additional Card Limits on Additional Cards for Your protection. If You wish to decrease the Additional Card Limit, You may do so on the B\\YOND internet banking platform. If You would like to increase the Additional Card limit over and above the maximum limit, You will need to apply for approval by contacting the Client Relationship Centre. If the Additional Cardholder has exceeded the Additional Card Limit, the Additional Cardholder will not be able to transact on the Additional Card and We will not be able to carry out any instruction from the Additional Cardholder.
- 12.5. We will not process any Card payment instructions if this will cause the Additional Card Limit to be exceeded.
- 12.6. Should payment be processed even if You have exceeded Your Card Transaction Limit, You are liable to pay Sasfin back the amount plus interest and charges.
- 12.7. The Account holder will be held liable for all Card Transactions done by it as the Cardholder and for Card Transactions done by each Additional Cardholder, including any interest and any fees and charges payable to Us by the Account holder due to use of the Card.
- 12.8. You must ensure that any Additional Cardholders are notified of these Card T&Cs and comply with these Card T&Cs at all times. Should any Additional Cardholder not comply with these Card T&Cs, You will be liable for any loss which may arise as a result of such non-compliance.

### 13. EXPIRY OF CARDS

- 13.1. All Cards have an expiry date which is on the front of the Card. You will not be able to use Your Card after the expiry date.
- 13.2. You may request Us to issue a new Card prior to Your Card expiring.
- 13.3. You must contact the Client Relationship Centre to issue You with a new Card. The new Card will have the same Card Limits as Your existing Card.

#### **14. DISPUTES WITH MERCHANTS**

- 14.1. A payment made to a merchant is final and cannot be reversed.
- 14.2. We will make payment from Your Account even if there is a dispute between You and the merchant. We will not comply with any instruction from You:
  - 14.2.1. to refuse to pay the merchant;
  - 14.2.2. to request a refund of money paid to the merchant.

#### 15. FEES

- 15.1. Fees apply to the Card. We may charge You a fee for, inter alia, any of the following:
  - 15.1.1. issuing a Card to You;
  - 15.1.2. delivering a Card to You;
  - 15.1.3. issuing an Additional Card to Your Additional Cardholder;
  - 15.1.4. replacement Cards for lost, stolen or damaged cards;
  - 15.1.5. each Card Transaction done using Your Card;
  - 15.1.6. Card Transactions that are declined.
- 15.2. If there are insufficient funds in Your Account for the fees, Sasfin may suspend Your Account and Card temporarily or permanently. Unpaid fees will accrue interest.
- 15.3. We may increase the fees from time to time. We will notify You of any changes to the fees.
- 15.4. For more information about these and other fees that We may charge You, please refer to the pricing guide at <u>https://www.sasfin.com/bank/business-banking/transactional-banking</u> or contact the Client Relationship Center.

#### **16. TERMINATING THIS AGREEMENT**

- 16.1. You may terminate our agreement which these Card T&Cs govern at any time by notifying Us in writing that You would like to terminate these Card T&Cs. Such termination will only be effective once Sasfin has ensured that all Transactions are settled and there is no amount owing to Sasfin on Your Account.
- 16.2. We may terminate our agreement which these Card T&Cs govern at any time after giving You reasonable notice.
- 16.3. We may terminate our agreement which these Card T&Cs govern at any time and on reasonable notice if any of the following happens (these events apply to You or an Additional Cardholder):
  - 16.3.1. You commit fraud or We suspect You to have done so;
  - 16.3.2. We believe that Your behaviour was inappropriate or suggests misconduct;
  - 16.3.3. You are in breach these Card T&Cs;

- 16.3.4. Your Account is closed;
- 16.3.5. We are required by law to cancel;
- 16.3.6. any representation, warranty or assurance You made or gave in connection with the application for the Account or any information or documentation You supplied is, in Sasfin's opinion, materially incorrect or changes; or
- 16.3.7. Your risk profile no longer justifies the continuation of the banking relationship.
- 16.4. If Your Account is closed, Your right to use or access of Your Account will be terminated.
- 16.5. All Your instructions received by Us before these General T&Cs terminate will be carried out provided such instructions do not need to be carried out after the termination date. If these General T&Cs terminate, You will still be responsible for all Transactions, instructions and fees.
- 16.6. If these Card T&Cs are cancelled, the full amount You owe Us for all Transactions is payable by You, You must return or destroy all Cards in respect of Your Account(s) and You may not withdraw or transfer any money from Your Account until all amounts owed to Us have been paid. We may keep sufficient funds in Your Account in order to ensure that We receive the full amount owing to Us.
- 16.7. After You have given Us Notice to cancel these Card T&Cs, Your Card will be cancelled.
- 16.8. The cancellation or termination of these Card T&Cs shall not affect such of the provisions of these Card T&Cs as expressly provide that they will operate after any such cancellation or termination or which, of necessity, must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 16.9. If these Card T&Cs terminate, You will still be responsible for the full amount You owe Us for all Card Transactions.
- 16.10. All transactions performed using the Card will be declined after the termination date.
- 16.11. You understand and agree that We may inform any merchant, credit bureau, agency or any other person entitled to such information of the termination of these Card T&Cs or the cancelling of Your Card as permitted by law.

## 17. CHANGES TO THESE CARD T&Cs

- 17.1. We have the right to change these Card T&Cs or add new terms and conditions. You will be notified where there have been material changes or where there are new terms and conditions.
- 17.2. The operation of the Card after notice to You of the changes will be considered to be Your acceptance of any changes. If You do not agree to the changes, You may cancel Your agreement with Us for the Card within 7 (seven) business days of receiving a notice of any change. If We do not receive a notice from You of Your intention to cancel these Card T&Cs, You will be deemed to have accepted the changes or new terms and conditions.

#### 18. GENERAL

- 18.1. You warrant that You have the necessary legal capacity and authority to enter into and be bound by these Card T&Cs.
- 18.2. By using Your Card, You are considered to have read and understood the Card T&Cs and all applicable terms and conditions that apply to You. You warrant that You have accepted such terms and conditions and agree



to be bound by them.

# **19. SASFIN'S CONTACT DETAILS**

- 19.1. Sasfin's Client Relationship Centre may be contacted by: Calling: 080 23 23 23 6 (24 hours); or Email: <u>customerservice@sasfin.com</u>
- 19.2. For compliments or complaints, please email <u>customercare@sasfin.com</u>