

## **TERMS & CONDITIONS OF THE CARD, SPONSORED BY BANK ZERO MUTUAL BANK**

### **1. INTRODUCTION**

By using this card you agree to be legally bound by the terms and conditions set out herein. You may be refused a card, or limits or restrictions may be applied on how you use it.

### **2. PAYING MONEY INTO OR OUT OF YOUR CARD**

- You can pay funds into your Card and those funds will be made available to you as soon as they are available to the Bank.
- You agree to maintain a credit balance. If you do not have sufficient available funds in your Card to make a specific payment, that payment will be rejected.
- All funds on your Card can be withdrawn by making a payment, authorising a debit order or withdrawing cash from your Card.
- The Bank will act on your instruction to make a payment on a Card unless:
  - o It is required to withhold the payment by law or regulation;
  - o there's reason to believe that the instruction either was not made by you or has been made fraudulently or with criminal intent or similar;
  - o there's a technical reason why the payment cannot be made; or
  - o you are in breach of the terms of this Agreement.

### **3. FEES AND CHARGES**

- Fees applicable to your Card will be disclosed to you by your Card Provider.
- All card-related fees are set by the Card Provider, who will communicate this to you.

### **4. CLOSING YOUR CARD**

- When you close or cancel your Card with your Card Provider, you will first be required to settle any amount owed on the Card.
- Once your Card is closed, you agree to destroy the Card.
- Your Card Provider can notify you they are closing or suspending your Card if:
  - o they suspect your Card is being used for fraudulent, illegal or immoral purposes or that someone else is using your Card without your authority.
  - o they do not have sufficient information to operate your Card.
  - o you commit a material or persistent breach of this Agreement.
  - o you are declared insolvent, sequestrated or die.
- Your Card Provider may stop offering and terminate the Card, in which case we will continue to support the Card for a reasonable period.
- Your Card will expire on the date printed on the front. Before it expires, your Card Provider may offer you a replacement card or provide instructions for transferring your balance.

### **5. AMOUNTS PAID INTO YOUR CARD THAT DOES NOT BELONG TO YOU.**

- If the Bank mistakenly make a payment into your Card, the Bank can remove that amount without your permission.
- If someone else tells us they have accidentally made a payment into your Card, Your Card Provider will let you know and ask your permission to return the money.

### **6. ACCESS TO YOUR CARD**

- You will have access to your Card via the Card Provider's app.
- You may not use your Card for the following:
  - o to pay into an international trading account (of any financial instruments, including cryptocurrencies);
  - o to participate in international online lotteries or other gambling activities; or
  - o any form of illegal actions.

### **7. AUTHORISING CARD TRANSACTIONS**

- You authorise transactions in your presence by presenting your Card and entering your Personal Identification Number (PIN). If you allow tap transactions, you will be liable for all unauthorised tap transactions processed without a pin if applicable.
- You authorise online transactions remotely by providing your card number, its expiry date and its security number.

### **8. KEEPING YOUR CARD SECURE:**

- Sign your card on the signature strip on the reverse side.
- Keep it in your possession and do not allow anyone else to use it.
- Keep your PIN safe and do not share it with anyone else.
- If your Card is lost or stolen, you must immediately report it to Your Card provider as instructed.

### **9. IF CARD USED OUTSIDE SOUTH AFRICA**

- You must comply with the applicable exchange control regulations.
- If applicable, any transaction or payment made in a currency other than South African Rand ("Rand") will be converted to Rands at the MasterCard rate of exchange that applies on the date of processing the transaction to your account.
- A currency conversion fee will be charged for this service and will be added to the transaction amount.
- Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which you will be responsible for.
- The bank is required to report any transactions that occur outside South Africa to the South African Reserve Bank, the South African Revenue Service and in certain instances to the Financial Intelligence Centre.

### **10. DISPUTES WITH SUPPLIERS**

- A dispute between you and any supplier of goods/services will not affect the Bank's right to debit the Card and/or receive payment of the transaction amount from you. You do not have the right to:
  - o instruct us to refuse to pay the supplier; or
  - o request a charge-back of payment already made to the supplier, for goods purchased or services obtained with the card, or
  - o have any claim, or institute any counter claim against us, or to apply set-off against us.
- Any payment that we have made to a supplier for any transaction is final and irreversible, unless:

- o allowed by the MasterCard rules and regulations, as published by MasterCard from time to time, or
- o there was duplication in payment due to an error by the supplier.
- o you can provide proof that you attempted to resolve the dispute with the supplier according to the agreement between you and the supplier.
- You must raise any card-related disputes directly with Your Card Provider within 30 (thirty) days after the transaction date.

#### 11. SECURITY

- The security of your Card is at risk if you lose your card, it is stolen or someone else use it or if you share your PIN.
- If your Card or PIN has been compromised, you must contact Your Card Provider
- You will be responsible for all transactions on your Card if:
  - o You used your card yourself.
  - o You allowed your card to be used by someone else.
  - o You were careless about the security of your card or Pin.

#### 12. CHANGING THIS AGREEMENT

- Sometimes we may need to change this Agreement. Generally, if we do need to make changes, we will let you know in advance, so that you can understand the changes and decide if you do not want to accept them by closing your Card.

#### 13. DURATION OF THIS AGREEMENT

This agreement will endure for as long as you use the Card and where necessary or applicable certain clauses of this agreement will continue to apply past cancellation of your Card.

#### 14. LIABILITY

- We are not liable for any matter as far as the law allows. Matters for which we are not liable include the following:
  - o losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control and our efforts to the contrary.
  - o where you have been fraudulent or careless or where you have breached this Agreement.
  - o any consequential or similar types of losses from timing delays where we must comply with the law.
  - o If you share your details with others or are careless in protecting the Card, then you may be liable for fraudulent use.

#### 15. HOW WE TREAT YOUR PERSONAL INFORMATION

We are committed to protecting and respecting your privacy. By having this card you are accepting and consenting to the practices described in Your Card Provider's privacy policy, which is available on Your Card Provider's Website or app.

#### 16. FINANCIAL CRIME, INTERNATIONAL SANCTIONS AND PROHIBITED BUSINESS ACTIVITY

- We operate controls and safeguards relating to international sanctions, the detection and prevention of financial crime and prohibited business activity both within and outside South

Africa which may delay or prevent us from providing our the card and related services to you, or require us to terminate this agreement and the card without prior notice to you.

- You agree to provide information and documents about yourself and about identified transactions reasonably required to assist us in operating these controls
- Under the Financial Intelligence Centre Act (FICA) of 2001, your card is considered to not comply with the Act if any of the required Know Your Customer ("KYC") information are not on record or invalid. All non-compliant cards will be frozen (you will not be able to transact). Before freezing a card you will be contacted to obtain the correct KYC information. If the required information is not provided your card will be frozen.

#### 17. JURISDICTION AND COST

- This agreement is subject to the laws of the Republic of South Africa and we can bring any action against you under this or any other agreement we have with you in the Magistrate's Court, even if the amount claimed exceeds the jurisdiction of that Court.
- You agree to pay all the expenses we spent in recovering any money you owe us, including, our legal costs on the attorney and own client scale; collection charges; tracing fees, including VAT charged.

#### 18. GENERAL

- If you do not comply with your obligations under this Agreement, we may enforce all our rights and reserve the right to charge reasonable costs of doing so.
- If we do not insist that you perform your obligations under this Agreement, it does not mean you do not have to. Similarly, if we do not enforce our rights under this Agreement, or we delay in doing so, it does not mean we have given up those rights.
- Each term of this Agreement operates separately. If any court of competent authority decides that any of them are unlawful or unenforceable, the other terms will remain in full force and effect.

#### 19. DEFINITIONS

- The following definitions apply in this Agreement:
  - o "**Card**" means a Card applied for with Your Card Provider, and of which we are the sponsoring bank.
  - o "includes" and "including" and similar do not limit the generality of any preceding or following words.
  - o "**International Payment**" means any payment outside of South Africa
  - o "**Bank**"/ "**we**" means Bank Zero Mutual Bank, MB0001, a mutual bank registered in terms of the Mutual Banks Act 124 of 1993.
  - o "**Your Card**" refers to all Cards that you have opened.
  - o "**Card Provider**" means the company or brand that gave you this Card and manages your account. They are your main contact for support, fees, and general information about your Card.