

Account T&C (Rev. 0112.01)

These T&C (Rules) apply to the Transactional Bank Account ("the Account") and the related card ("the Card") provided by SureBank. These T&C constitute an agreement between you ("the Customer") and SureBank.

1 DEFINITIONS

- 1.1 "I/Me/You/the Customer" means the person who has applied for the account;
- 1.2 "We/Us/Our/SureBank" means SureCard Financial Enabler (Pty) Ltd (Reg. Nr. 2000/003283/07) the agent of The South African Bank of Athens Limited (Reg. Nr.1947/0254414/06) an Authorised Financial Services Provider (FSP5865);
- 1.3 "Account" means the transactional bank account provided to you;
- 1.4 "Card" means the ATM and debit card provided to you;
- 1.5 "PIN" means a Personal Identification Number;
- 1.6 "Service Point" means a business authorised by us to perform specific services;
- 1.7 "T&C" means the rules of this Agreement.

2 DISCLOSURE

- 2.1 The Account was opened and the Card and the PIN was issued to you at a Service Point.
- 2.2 I declare that all information on this application is true and correct.
- 2.3 All information provided by me on this application form, will be treated as confidential. We/Us/Our may provide information contained in the application form to any third party in order to assess my application. I waive any claim that I might have against We/Us/Our in respect of such disclosure. We/Us/Our may also disclose information to law enforcement agencies in circumstances permitted by law.
- 2.4 I acknowledge that information provided in this application, may be provided to other financial organisations and licensed credit reference agencies, for verification of my identity. I acknowledge that We/Us/Our may contact me at home or at work and verify my employment with my employer. If We/Us/Our are unable to satisfy themselves as to my identity, they will be unable to open an account for me.
- 2.5 I indemnify We/Us/Our against any losses or liabilities, which may incur in the execution of the authorities stipulated herein. I also undertake not to institute any proceedings against We/Us/Our in the event of any losses or liabilities incurred by myself in the execution of the mentioned authorities.
- 2.6 I accept my home address above or any written change in my address, as the address for purposes of notices or the service of legal documents.
- 2.7 In the event of any incorrect transaction(s) being processed on the Account, whether these transaction(s) were caused by any reason whatsoever, I hereby give We/Us/Our the Power of Attorney to reverse such an incorrect transaction(s) and I indemnify We/Us/Our against any losses incurred as a result of such reversal(s) and I authorise We/Us/Our to negotiate with a third party if needed, to establish such an incorrect transaction(s).
- 2.8 In the event where I authorised a Service Point to make monthly deductions directly from my account, I hereby authorise We/Us/Our to accept reasonable changes to these authorised monthly deductions, as instructed by such a Service Point. I indemnify We/Us/Our hereby against any damages sustained by me due to fraudulent changes to my monthly deductions instructed by any authorised Service Point.
- 2.9 We/Us/Our may alter these T&C from time to time. These changes can be obtained from the Service Point.

3 USE OF CARD

3.1 SECURITY AND SAFEGUARDING

- 3.1.1 Your Card and your PIN provides access to your Account. You must memorise your PIN, **not** keep it with the Card and **not** give it to anyone else.
- 3.1.2 If you forget your PIN or wish to receive a different PIN, you will have to apply for the Card or PIN to be re-issued.
- 3.1.3 You must notify We/Us/Our as soon as you are aware that an unauthorised person has access to your Card or PIN or as soon as your Card or PIN is lost or stolen, at share call number **0861 WIZZIT (949 948)**
- 3.1.4 You will be liable for all transactions made on the Account until your card is reported as lost or stolen.
- 3.1.5 If you request the Card to be re-issued, you will be liable for all costs related to it.
- 3.1.6 The default daily ATM withdrawal limit is set at R2000; you can request a limit increase, in which case you will accept the responsibility involved in increasing your daily ATM withdrawal limit. We/Us/Our will not accept liability for any losses as a result of your decision.
- 3.1.7 You are liable for all the debits incurred through the use of the Card and PIN against your account. You authorise We/Us/Our to debit you account with all the withdrawals using the Card and PIN and acknowledges your liability for such debits.
- 3.1.8 We/Us/Our will not be held liable for any failure, malfunction or delay of any electronic terminal or its supporting network or if your Card is damaged or retained by an ATM, or for any loss or damage that you may suffer in consequence thereof.

3.2 EXCHANGE CONTROL

- 3.2.1 In the event of any contravention of the provisions of regulations, you may be deprived of the use of all cards apart from being liable for prosecution by the relevant authorities. Travel allowance usage limit of ZAR160,000.00 may not be exceeded by you per calendar year.
- 3.2.2 You are permitted to make foreign payments for small transactions up to the amount of ZAR20,000.00 per transaction. This dispensation does not absolve you from ad valorem excise duties or from complying with the requirements imposed by customs a division of the South

African Revenue Services (SARS).

- 3.2.3 You are not permitted to purchase Foreign Lotteries abroad.
 - 3.2.4 All non-residents' expenditure must be settled in either Foreign Currency or Rand from a Non-Resident account.
- ### 4 STATEMENTS, FEES AND INTEREST
- 4.1 All transactions, fees and charges are reflected on the statement and are available at any Service Point or at www.wizzit.co.za
 - 4.2 Changes to these fees can be made by We/Us/Our when deemed necessary and without prior notice.
 - 4.3 It is your responsibility to obtain your statement from a Service Point and to check your statement regularly for any discrepancies.
 - 4.4 You have 30 (thirty) days after a month-end to dispute any transaction on your Account/s, after which We/Us/Our will be entitled to regard the Account/s as correct.
 - 4.5 You will earn interest on the credit balance of the Account, at a rate as published by We/Us/Our from time to time.

5 FUNDING AND DEPOSITS

- 5.1 Funds can be transferred electronically into my Account from any other South African Bank account.
- 5.2 Cash Deposits can be made at any ABSA Bank Limited. Such deposits will be available to withdraw within 1 working day.
- 5.3 Cash Deposits can also be made at any Post Office in South Africa. Cash deposits at the Post Office will be available to withdraw within 3 working days.
- 5.4 Cheque deposits can be made at any ABSA Bank limited or can be posted to the Agent at the following address: Private Bag X15, Lynnwood Ridge, Pretoria 0040. There will be a waiting period of 14 to 21 days after the date on which the deposit was made or the cheque was received by We/Us/Our, before funds will be available, provided that all the relevant documentation have been received. We/Us/Our may decline to release a deposit if a fraudulent transaction is suspected. Cheque deposits must be in South African rands and of a South African bank.
- 5.5 The Post Office and ABSA Bank Limited acts as agents for We/Us/Our to accept deposits on behalf of the We/Us/Our.

6 CREDIT FACILITY

- 6.1 The use of the Account and the Card does not entitle you to any overdraft or credit facilities. In the event that your Account moves into debit, interest at the maximum rate and charges allowed by the National Credit Act 34 of 2005 and its regulations will be levied.
- 6.2 Any costs incurred by We/Us/Our in recovering any liability arising from an overdrawn account will be recoverable from you on an attorney and own client scale.
- 6.3 You hereby irrevocably agree that any certificate of balance purporting to be signed by any manager of We/Us/Our (whose authority shall not be necessary to prove) shall in the event of any dispute between us be "prima facie" proof of any amount owing by you for purposes of obtaining judgment against you.

7 FINANCIAL INTELLIGENCE CENTRE ACT (FICA) REQUIREMENTS

You acknowledge that as an individual account holder with a net income per month into your Account of less than R5000; withdrawals or transfers from your Account not exceeding R5000 per day or R25000 in a monthly cycle; or your Account balance not exceeding R25000 at any time, minimum verification will be required. Should your Account not meet the aforesaid criteria, the money in your Account will be placed on hold, and you will be required to comply with full identification, verification and FICA requirements before your funds will be released.

8 LIABILITY AND EXCLUSIONS OF LIABILITY

- We/Us/Our has the following stipulations and indemnities:
- 8.1 any unauthorised transaction that has been debited to the Account/s through any person other than yourself using your Card and PIN, unless it can be proven that such person did obtain your Card and PIN as a result of We/Us/Our negligence and Internal Fraud;
 - 8.2 all transactions, including the payment of fees. If there are any transactions or fees still unpaid by you after your Account is terminated, you will remain liable for the full outstanding amount owed to We/Us/Our.
 - 8.3 You agree to use the Account, Card and PIN at your own risk and We/Us/Our will not be held liable for any loss, direct or indirect damages caused due to:
 - 8.3.1 any failure, defect or malfunction of or delay caused in the use of the Account, Card and/or PIN which is not within We/Us/Our direct control;
 - 8.4 the Account being unavailable for any reasons whatsoever;
 - 8.5 any incorrect, unauthorised or unlawful instruction from you or any other person;
 - 8.5.1 the authorised or unauthorised access by another person to the Account or the information transmitted to the Account;
 - 8.5.2 any other cause or circumstance which is not within We/Us/Our reasonable control.
 - 8.5.3 You indemnify We/Us/Our against any losses, direct or indirect damages that you may suffer as a result of your use of the Account, Card and/or PIN, specifically due to incorrect, incomplete, unauthorised or unlawful instructions given by you or another person that is authorised or deemed to be authorised to give such instructions to We/Us/Our.

9 GENERAL

9.1 INFORMATION

- 9.1.1 You must ensure that all account/personal related information disclosed with the Account is kept confidential;
- 9.1.2 All telephone conversations between you and We/Us/Our call centre will be recorded.
- 9.1.3 We/Us/Our are obliged by law to regularly update your

personal particulars and may contact you from time to time in this regard.

- 9.1.4 You must notify We/Us/Our if you are under an administration order, sequestration or any other form of insolvency.
 - 9.1.5 A certificate signed by any of We/Us/Our managers (whose appointment need not be proved) showing the amount you owe to We/Us/Our is sufficient proof of the facts stated on the certificate, unless the contrary is proved.
- ### 9.2 AMENDMENTS
- 9.2.1 We/Us/Our may from time to time amend these T&C by notifying you within a reasonable period of time of the changes, except where legislation requires an immediate change;
 - 9.2.2 You will have 7 days from date of notification to terminate the Agreement if you do not agree with the amended T&C. Should you use the Account, Card and/or PIN after notification of the amendment within the 7 day period, or anytime after the 7 day period has lapsed, it will be deemed that you have read and agree to be bound by the amended T&C;
 - 9.2.3 No variation of these T&C will be of any force unless reduced in writing and signed by We/Us/Our duly authorised representative/s.

9.3 NOTICES

- 9.3.1 Any legal notices and summonses will be served on you at your physical address that has been given to We/Us/Our (domicilium citandi et executandi). You must notify We/Us/Our in writing of any change in physical address (domicilium citandi et executandi), failing which any legal notice or summons served on the physical address (domicilium citandi et executandi) that has been given to We/Us/Our, will be deemed to have been duly served;
 - 9.3.2 Any correspondence that We/Us/Our sends you will be sent to your Cell Number. It is your responsibility to notify We/Us/Our in writing of any change to your Cell Number, failing which any correspondence sent to your Cell Number, as advised to We/Us/Our by you, will be deemed to have been duly sent;
 - 9.3.3 You must provide proof of the new residential address;
 - 9.3.4 We/Us/Our shall consider any correspondence sent to you to have been received by you within 14 (fourteen) days of us having posted it. Any correspondence sent to you by fax or electronically will be considered to be received on the day that it was sent.
- ### 9.4 JURISDICTION AND APPLICABLE LAW
- 9.4.1 You agree to submit to the jurisdiction of the Magistrate's Court even if the value of We/Us/Our claim against you exceeds the Magistrate's Court jurisdiction;
 - 9.4.2 South African law governs these T&C;
 - 9.4.3 These T&C, as amended by We/Us/Our from time to time, forms the whole agreement between you and We/Us/Our.
 - 9.4.4 You must pay all We/Us/Our expenses in recovering any amounts you owe to We/Us/Our including legal fees of an attorney at own client scale, collection fees and tracing fees.

9.5 Waiver, cession and assignment

- 9.5.1 Any failure by We/Us/Our to enforce our rights will not constitute a waiver of such rights;
 - 9.5.2 You may not cede, assign or transfer in any way any of the rights and obligations pertaining to you in terms of the Account, Card and/or PIN or any other service provided to you by We/Us/Our to any other person or entity without the express and prior consent of We/Us/Our. A favour or concession We/Us/Our may give you will not affect any of We/Us/Our rights against you.
- ### 9.6 OTHER
- 9.6.1 We/Us/Our may allocate any money received from you or held on your behalf to settle any outstanding balance on your Account/s. Should you be in debit on any Account/s while at the same time having been in credit on any other Account with We/Us/Our, we have the right to apply set-off on the affected Account/s.
 - 9.6.2 We/Us/Our will not be responsible to you for any indirect, consequential or special damages arising from any act or omission by We/Us/Our or any third party for whom we are responsible and whether arising in contract, statute or delict.
 - 9.6.3 We/Us/Our owns all copyright, trademarks and other intellectual property rights used as part of the Services or contained on We/Us/Our documents. You agree that you acquire no rights thereto.
 - 9.6.4 You accept that all transactions effected on your Transactional Account via your Cell Number regarding the Service are subject to this T&C.

10 TERMINATION

- 10.1 If the Account receives no credits for a continuous period of three months, We/Us/Our will be entitled, but not obliged, to terminate the Account.
- 10.2 In the event of We/Us/Our terminating the Account, the funds may be transferred to a suspense account. You will not be entitled to earn interest on such funds from date of transfer. The funds will be available to you for personal collection or to your successor in title, with the necessary authorisation, to personally collect them.
- 10.3 You authorise We/Us/Our to notify the person responsible for the payment of your remuneration or other source of income, of the termination of the Account and instruct such a person on your behalf not to make any further payments into the Account. Any payments received after notification has been given, may be deposited into the suspense account.