

## Capitec PayShap: Terms and conditions

### 1. PARTIES

This agreement regulates the relationship between us; Capitec Bank Ltd ("Capitec"), and you, the Payers and/or Recipients of payments through PayShap. This agreement must be read in conjunction with your Savings Account, Debit Mastercard, Remote Banking and Mobile Banking Terms and Conditions.

**THE TERMS AND CONDITIONS HEREUNDER CONTAIN SECTIONS IN BOLD (CLAUSES 4.5, 4.7, 4.8, 5.5, 6.1, 7.1, 7.2, 7.3, 8.3, 9.1 AND 9.2):**

- Which limits the risks and liability of Capitec to you and other parties
- Where you accept certain risks and liabilities
- Which impose an obligation on you to indemnify us in certain circumstances; and
- Where you acknowledge that you are aware of certain facts relating to PayShap

### 2. DEFINITIONS

- 2.1 Unless the context clearly requires a contrary interpretation, the following terms as used in this agreement, will have the following meanings:
- 2.2 "Agreement" means these Capitec and PayShap terms and conditions
- 2.3 "Capitec ShapID" means your Capitec verified cellphone number or 'cellphone number@capitec'
- 2.4 "Known as name" means a name chosen by a natural person, which they want to be identified by when sending or receiving PayShap payments
- 2.5 "Participating Bank" means a bank where PayShap is available
- 2.6 "Personal Information" means as defined in the Protection of Personal Information Act, 4 of 2013 (POPIA), as amended
- 2.7 "Payer" means the person who instructs us to pay a recipient through PayShap
- 2.8 "PayShap" is a payment service which allows a payer and a recipient to make and receive real-time payments using a bank account number and/or ShapID
- 2.9 "Primary ShapID" means your ShapID that is linked to your main bank
- 2.10 "Process" or "Processing" means as defined in POPIA, as amended
- 2.11 "Recipient" refers to the person who receives a PayShap payment
- 2.12 "Remote Banking (app)" or "app" means the software application made available by the Bank and installed on your cellphone
- 2.13 "Service desk" means our 24 hour Client Care Centre with telephone number 0860 10 20 43 as may be amended and published on our website by us from time to time, at which payers and recipients may contact us for assistance with the service. Alternatively, payers and recipients can visit any Capitec branch for assistance during our branch trading hours
- 2.14 "ShapID" means a PayShap registered cellphone number or 'cellphone number@bankname', including Capitec ShapID
- 2.15 'We,' 'us,' 'the Bank,' 'Capitec,' 'Capitec Bank' and 'our' refers to Capitec Bank Limited, registration number 1980/003695/06, its successors in title and assigns, of 5 Neutron Road, Techno Park, Stellenbosch, 7600

### 3. STATUS AND CHANGES

- 3.1 These terms and conditions regulate your use of PayShap with us. All PayShap transactions, products and services are subject to this agreement
- 3.2 When you use PayShap with us, these terms and conditions will apply
- 3.3 Where you use Capitec Remote Banking channels for PayShap, the Remote Banking terms will remain applicable. In the event that there may be a difference between this agreement and the Remote Banking terms, this agreement will apply when you use PayShap, and the Remote Banking Terms will apply to all other transactions and communications between us

### 4. USE

- 4.1 PayShap enables you to make and receive payments to a bank account or ShapID at participating banks
- 4.2 You have been given a Capitec ShapID and we have registered your verified cellphone number with PayShap. This enables you to make and receive PayShap payments to your Capitec ShapID
- 4.3 The primary ShapID may be set by you
- 4.4 You will be able to set your Capitec ShapID as your primary ShapID through the app, USSD, service desk and/or branch
- 4.5 If you change your cellphone number, it is your responsibility to inform us to update your verified cellphone number. Once verified, your new cellphone number will become your Capitec ShapID. It is your responsibility to ensure that you set your main bank again. **Capitec will not be liable for any loss resulting from a failure to register and update your cellphone number**
- 4.6 Cellphone payments will be linked to your Global One savings account
- 4.7 **For us to process a payment instruction, we will require certain information from each payer and recipient. Each payer and recipient confirms and warrants that the information they provide us in this regard, is true and correct and agree to us processing such personal information**
- 4.8 **PayShap payments are irrevocable and cannot be reversed. We will not become involved in any dispute between you and any recipient, and you must ensure that the information you provide for a payment instruction is correct**

## 5. PAYMENT LIMITS, FEES AND INTEREST

- 5.1 Certain daily and monthly limits will apply to the use of PayShap, as indicated on our website or in -branch
- 5.2 The PayShap payment limit is currently R3 000 per transaction
- 5.3 You will be obliged to pay the applicable fees associated with a payment instruction sent through PayShap
- 5.4 The applicable limits and or fees will be as communicated to you on our website: [capitecbank.co.za](http://capitecbank.co.za). You agree that we may, from time to time, amend these transfer limits and/or fees and/or introduce new limits and/or new fees
- 5.5 **We will communicate such changes to you through our pricing brochure available at any Capitec branch and/or on our website. All such fees are non-refundable**

## 6. STATEMENTS AND IRREGULARITIES

- 6.1 You are responsible for reporting any irregularities regarding the use of PayShap, including the loss of a cellphone, SIM swap etc. to our service desk. In such event, a payer may request us to place the payment of any payments involved on hold

## 7. PERSONAL INFORMATION

- 7.1 **You acknowledge that in order to offer and enable the use of PayShap, and to ensure the continuation of the service, we need to collect, use, share and store ("processing") your personal information and the information about the instructions provided. This includes the registration of your cellphone number for PayShap**
- 7.2 **You further agree and authorise that processing may include, sharing your personal information (such as your 'known as' name) with authorities, third parties that assist us, participating banks that render the service (eg. BankServ Africa), other financial institutions and payers and recipients. You also agree to us disclosing your personal information to such persons and entities. This is required so that we can provide the PayShap service to you**
- 7.3 **Each payer and recipient hereby waives any claim against us in respect of such disclosures and use and indemnifies us against any loss or liability as a result of the execution of the authorisation that is granted to us herein**
- 7.4 Capitec respects your privacy and we process your personal information lawfully to the extent necessary to provide you with quality, secure and affordable products and services. Our personal information processing practices can be viewed on our Privacy Centre on our website: [capitecbank.co.za/privacy-centre/](http://capitecbank.co.za/privacy-centre/)
- 7.5 We process personal information that is necessary for the purpose of providing you with our products and services, or that the law requires us to process; or that may be appropriate for the legitimate conduct of banking, or that you have expressly consented to us processing
- 7.6 We take appropriate technical and organisational measures to safeguard your personal information against unauthorised access and loss or damage to the information
- 7.7 You may request confirmation on what personal information we process and exercise any of your rights in terms of the data protection and privacy laws, as described on our website

## 8. AVAILABILITY

- 8.1 You acknowledge that PayShap may at times not be available for various reasons and that we have the discretion to suspend the service from time to time. We also reserve the right in our absolute discretion and without notice to alter, modify, upgrade and update the service, or any part thereof at any time
- 8.2 You may ask for a refund of the cash paid in by you in the event of such change, suspension, or withdrawal by contacting our service desk during support hours
- 8.3 **You agree that we will not be held liable for any losses, expenses or damage incurred by you or any third party for such unavailability of the service and you indemnify us against any claim for such losses, damages or expenses incurred by you or any third party as a result of such unavailability**

## 9. LIABILITY

- 9.1 **Neither us, nor our sub-contractors or agents (including our participating retailers and its affiliates), nor the representatives, employees or directors of any of them shall be responsible or liable for any direct, general, intrinsic, indirect, special, extrinsic, punitive or consequential injury, loss, expense or damage of any kind whatsoever (including those arising from contract, statute, delict (including from negligence or gross negligence) or otherwise) suffered or incurred by any payer and/or recipient as a result of using the service, for any reason whatsoever**
- 9.2 **Each payer and recipient hereby indemnifies us against any demand, claim or action for direct, intrinsic, general, indirect, extrinsic, special, punitive, or consequential damages or order made against us by a third party relating to, or in connection with, his/her use or accessing of the service whether such demand, claim or action was caused directly or indirectly by us for any reason whatsoever**

## 10. GENERAL

- 10.1 The laws of the Republic of South Africa apply to these terms and conditions as well as the relation between each payer and recipient and us as far as it concerns the use of the service or any matter that may arise therefrom
- 10.2 No relaxation or indulgence granted by us to you shall in any respect prejudice our rights in terms of this agreement
- 10.3 If any term of this agreement is invalid this does not mean that the whole agreement is invalid. Only that term is invalid, and the rest of the agreement remains valid

10.4 We may cancel this agreement and the service, by notification to you