

One of the Global One money management products or services

WhatsApp Chat Terms



This Agreement sets out the terms of access to the banking and financial services offered by us through the WhatsApp Messenger application.

Important Disclosures

Your attention is drawn to the following clauses highlighted in bold (clauses 3.3 - 3.5; 3.7; 5.2 – 5.5; 7.1; and 11):

- which limits the risks and liability of us 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.

Please read these terms carefully as they contain exclusions and limitations of our liability that affect you and they impose legally binding obligations on you. If you require an explanation of these clauses, you may visit a Capitec branch alternatively contact the Capitec Client Care Centre on 0860 10 20 43 and a consultant will assist you.

When you accept these terms you confirm that you have been given an opportunity to read and understand the terms of this Agreement and that you have been advised that if you require an explanation of the terms that you may visit a Capitec branch alternatively contact the Capitec Client Care Centre on 0860 10 20 43 and a consultant will assist you.

Terms

1. DEFINITIONS

- 1.1 **'Agreement'** means this agreement which sets out the terms of access to the banking and financial services offered by us through the WhatsApp Messenger application;
- 1.2 **'Remote Banking Agreement'** means an agreement between your and Capitec with that title, as may be applicable;
- 1.3 **'Personal Information'** means any information that may identify or be linked to your identity as described in the Protection of Personal Information Act No. 4 of 2013;
- 1.4 **'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 No 5 Neutron Road, Techno Park, Stellenbosch, 7600;
- 1.5 **'WhatsApp'** means WhatsApp LLC;
- 1.6 **'WhatsApp Messenger'** means the electronic communication application provided by WhatsApp;
- 1.7 **'WhatsApp Message'** means an electronic communication using WhatsApp Messenger;
- 1.8 **'WhatsApp Chat'** means a series of WhatsApp Messages as will appear in the user account chat history;
- 1.9 **'WhatsApp Terms of Service'** means the terms of service determined by WhatsApp and that applies between you and WhatsApp when you use the application and **'WhatsApp Business Terms'** means the terms of use determined by WhatsApp and that applies between WhatsApp and us when we use the WhatsApp business application; and
- 1.10 **'you'** or **'your'** means a person that uses WhatsApp Messenger to access the banking and financial services offered by us subject to this Agreement.

2. STATUS AND CHANGES

- 2.1 We offer access to certain financial and banking services, as determined by us from time to time, using WhatsApp Messenger. When accessing these services using WhatsApp Messenger, the terms of this Agreement will apply.
- 2.2 We may change these terms from time to time. We may do so without notice and the latest version of this Agreement available on our website will apply.
- 2.3 This Agreement only applies when you access services using WhatsApp Messenger. If you have accepted the Remote Banking Terms and to the extent that there is a difference between this Agreement and the Remote Banking Terms, this Agreement will apply when you access services using WhatsApp Messenger and the Remote Banking Terms will apply to all other communications between us.

3. USE

- 3.1 We will determine the services, transactions or applications that you may initiate or complete using WhatsApp Messenger. We will also determine the steps you need to be follow when accessing the services, transaction or applications. For example, we may require you to authenticate that it is you by requesting you to answer security questions, or sending you notifications.
- 3.2 If you are using someone else's WhatsApp account or device, you confirm that you obtained that person's permission to do so.
- 3.3 **It is your responsibility to ensure the confidentiality and security of all personal and financial information shared by you or with you using WhatsApp Messenger.** You can do so by deleting sensitive personal and financial information from the chat history and any photos or documents saved on the device's internal storage after ending the WhatsApp Chat or by making sure that the WhatsApp account and device you use is password protected and only you know the password.

- 3.4 **You acknowledge that your personal and financial information can be used to impersonate you, defraud you or steal from you and that you are responsible to keep your personal and financial information confidential and secure.**
- 3.5 If other people have access to the WhatsApp Messenger user account or device you use to chat with us on WhatsApp Messenger, it may result in you suffering loss or damages, or embarrassment. **We will not be responsible for any loss, damage or embarrassment you may suffer if this happens. We are not responsible for any loss or damage you may suffer because someone impersonates you when accessing services using WhatsApp Messenger.**
- 3.6 You must immediately contact the Customer Care Centre on 0860 10 20 43 if your WhatsApp account or any WhatsApp account you use to access our services, your device or any device you used when accessing service using WhatsApp or your personal and financial information is compromised.
- 3.7 **You acknowledge that the WhatsApp Terms of Service and WhatsApp Privacy Policy applies to you when you use WhatsApp Messenger and that you must comply with WhatsApp Terms of Service.**
- 3.8 Our use of WhatsApp Messenger is subject to the WhatsApp Business Terms. We will keep a record of the WhatsApp Messages and all documents shared by you and us using WhatsApp Messenger in a secure manner and in accordance with our personal information processing practices.

4. LIMITATIONS ON USE

- 4.1 You may not send any inappropriate content using WhatsApp Messenger. Inappropriate content for purposes of this Agreement include but are not limited to content that -
- 4.1.1 is unsolicited, including without limitation, "spam," "junk messages" or unauthorised "bulk" messages;
- 4.1.2 causes the introduction of "viruses," "worms," "Trojan horses," "e-mail bombs," "cancelbots" or other similar or harmful computer programming routines;
- 4.1.3 is unlawful (including, without limitation, obscene, defamatory or libellous);
- 4.1.4 is offensive as may be determined by us, our service providers and WhatsApp, a mobile network operator, a telecommunication vendor or a regulatory body;
- 4.1.5 is false, misleading or inaccurate; or
- 4.1.6 infringes the intellectual property of any third party.
- 4.2 Services provided to you by means of WhatsApp Messenger does not constitute advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002.

5. AVAILABILITY

- 5.1 You acknowledge that access to the services using WhatsApp Messenger may at times not be available for various reasons and we have the discretion to suspend the service from time to time. We also reserve the right to without notice withdraw or terminate access to services using WhatsApp Messenger or any part thereof at any time.
- 5.2 **You agree that we will not be liable for any losses, expenses or damage incurred by you or any third party for such unavailability, and you indemnify us against any claim for such losses, damages or expenses incurred by any third party because of such unavailability.**
- 5.3 **We will not be liable for any technical or other problems (interruption, malfunction, downtime or other failures) which affect WhatsApp Messenger, our banking system, a third-party system or any part of any database, for any reason.**
- 5.4 **You acknowledge that we will not be responsible for any mobile operator or internet service provider's network and/or WiFi (wireless Internet access) connectivity, electricity supplier (such as Eskom), or a local or other authority preventing or negatively impacting your access to services using WhatsApp Messenger.**
- 5.5 **We will not be liable for any Personal Information or other information being lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus, or your own negligence (lack of care).**

6. COSTS AND FEES

- 6.1 Standard data costs are charged when you access services through WhatsApp Messenger. Your mobile network operator (cellphone service provider) or internet service provider determines and charges these costs. Any questions related to your data costs must be sent to your mobile network operator (cellphone service provider) or internet service provider.
- 6.2 Where applicable, you will be responsible to pay any applicable fees associated with banking or financial services you access using WhatsApp Messenger as set out in the applicable product terms applicable between you and us. All services are subject to applicable product terms when using WhatsApp Messenger.

7. SECURITY

- 7.1 Before using WhatsApp Messenger to access any financial or banking services, you have to add Capitec's WhatsApp Messenger number, 067 418 9565, to your contacts. **It is your responsibility to check that there is a green tick next to our profile each time before you send us a WhatsApp Message.** The green tick means that WhatsApp has verified with Capitec that this is the real Capitec WhatsApp Messenger account.
- 7.2 Never respond to any strange number claiming to be us. We will not send you a link to disclose your Personal Information.
- 7.3 We will never ask you for your PIN over WhatsApp Messenger, email, sms, in a phone call or any other method.
- 7.4 If you are applying for credit, we will not ask you to pay an initiation fee, deposit or other fee into a bank account in advance to secure your loan application.
- 7.5 Please report phishing or any suspicious activity to us on 0860 10 20 34.

8. DATA PROTECTION

- 8.1 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 are more fully described on our Privacy Centre on the Capitec website <https://www.capitecbank.co.za/privacy-centre/>.
- 8.2 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.
- 8.3 We take appropriate technical and organisational measures to safeguard your personal information against unauthorised access and loss or damage to the information.

- 8.4 You may request confirmation of what personal information we process and exercise any of your rights in terms of data protection and privacy law, as described on the Capitec website. Our personal information processing practices are more fully described on our Privacy Centre on the Capitec website <https://www.capitecbank.co.za/privacy-centre/>.

9. TERMINATION OF ACCESS

- 9.1 We may terminate your access to financial and banking services using WhatsApp Messenger if
- 9.1.1 you breach any of these terms of this Agreement or any terms of other agreements you have with us;
- 9.1.2 we believe or suspect you are using the WhatsApp Messenger wrongly or unlawfully (illegally);
- 9.1.3 you send inappropriate content to us;
- 9.1.4 must do this for legal reasons;
- 9.1.5 you give us wrong instructions or information; or
- 9.1.6 we believe or suspect someone other than you is using your WhatsApp Messenger account to communicate with us through WhatsApp Messenger.
- 9.2 We may also terminate this Agreement without reason and without notice to you.

10. NOTICES

- 10.1 We will send all notices required by law and by this Agreement to the address you provided to us in terms of your Remote Banking Agreement with us, alternatively any other agreement you have with us.
- 10.2 You agree to inform us of changes to the information in your personal profile in terms of the provisions of your Remote Banking Agreement, alternatively any other agreement you have with us.

11. INDEMNITIES AND WARRANTIES

- 11.1 **You indemnify us against all injury, losses, damages and costs the Bank may suffer or incur on your behalf relating to your use of WhatsApp Messenger to access our services, any compromise of your confidential, personal and financial information or unauthorised communication whether given by you or any person authorised to act on your behalf.**
- 11.2 **You furthermore indemnify the Bank against any damages, liability, claims or demand by third parties arising from your access to banking or financial services in terms of this Agreement.**
- 11.3 **We make no representations and give no warranties, guarantees or undertakings to you concerning the use of WhatsApp Messenger, except as expressly set out in this Agreement. All other implied warranties, by law or otherwise, are excluded from this Agreement.**

12. GENERAL

- 12.1 We may subcontract, cede, delegate, assign or otherwise transfer any of our rights and/or obligations in terms of this Agreement to any third party. We do not have to inform you of any such cession, assignment or transfer.
- 12.2 A certificate signed by any of our managers will be conclusive proof of the record of any WhatsApp Message, WhatsApp Chat and any document sent or received using WhatsApp Messenger.
- 12.3 A certificate signed by any of our directors will be conclusive proof of the date of publication and content of the current version of this Agreement and all previous versions of this Agreement and the pricing flyer containing the fees as published on our website: www.capitecbank.co.za as may apply.
- 12.4 The laws of the Republic of South Africa apply to this Agreement or any matter that may arise therefrom.
- 12.5 No relaxation or indulgence granted by us to you shall in any respect prejudice our rights in terms of this Agreement.
- 12.6 If we do not exercise any right or provision in terms of this Agreement, you agree that this will not constitute a waiver of such right or provision.
- 12.7 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.
- 12.8 Your agree that any breach under this Agreement provides us the right to take legal action and/or follow common law remedies, without prior notice to you and you agree to reimburse us for such legal action on an attorney-and-client scale.