

Access Anytime Account Agreement



Personal Details

Title: <Test Title>
First Name: <Test Name> Middle Name: <Test Name>
Surname: <Test Surname> ID/Passport Number: <Test ID>

Account Details

Access Anytime Account Number: <123456789> Branch Code: <470010>

Access Anytime Account: <Account Name>

ACCESS ANYTIME ACCOUNT TERMS

This Access Anytime Account Agreement (**Agreement**) is supplementary to the Main Account Agreement that you have signed. It describes the operation of the Access Anytime Account. It also informs you of the rates that apply to the money that you have invested in an Access Anytime Account, your responsibilities and what we undertake to do in the operation of the Access Anytime Account.

Consumer Protection Act (CPA)

Your attention is drawn to the following terms of this Agreement that we recommend you read carefully and ensure you understand. These describe:

- this Agreement is supplementary to the Main Account Agreement (1.1);
- Capitec has not given me financial advice (1.4) and calculations or returns may vary (1.5);
- specific terms for Access Anytime accounts (2.2 - 2.4, 2.6, 2.8 - 2.9);
- how Capitec deals with dormant accounts (3.1 - 3.6);
- the fees charged by Capitec from time to time, available to you at <https://www.capitecbank.co.za/global-one/transact/fees/> or at a Capitec Branch (4); and
- whether money in this account is covered for deposit insurance by the Corporation for Deposit Insurance (2.10).

By signing this agreement, I confirm that I have been given an opportunity to read and understand the terms of this Agreement. If you need an explanation of the terms a Capitec Consultant in a Capitec branch or an agent at the Capitec Client Care Centre on 0860 10 20 43 will assist you.

Please read the full terms of the Access Anytime Account Agreement (Agreement). We draw your attention to the block immediately above. The provisions referred to in the block are printed in bold in the Access Anytime Account Agreement.

Acknowledgement

- 1.1 I agree that **this Agreement is supplementary to the Main Account Agreement** governing the Main Account indicated above and that the definitions in that agreement apply to this Agreement.
- 1.2 I agree that this Agreement replaces any Access Anytime or Fixed-term Savings Account Agreement linked to the above account number that may have previously been signed by me.
- 1.3 I confirm that I have signed a Main Account Agreement.
- 1.4 **I confirm that Capitec has not given me any financial advice.**
- 1.5 **I understand that any calculations and possible investment returns shown to me may vary and have been used to explain what interest may be earned but are not binding on Capitec.**
- 1.6 The terms of the Main Account Agreement governing Data Protection, Resolution of Complaints, Notices, Address for Legal Notices and General provisions apply to this Agreement.

Terms

2. SPECIFIC TERMS FOR ACCESS ANYTIME ACCOUNTS

- 2.1 If money is paid to your Bank Account/s we credit the account that the money is paid to. If you withdraw money from your Bank Account/s, the account is debited.
- 2.2 Interest on money in your Bank Account/s will be credited to your Bank Account/s monthly at the current rates of interest paid by us, which may change from time to time.
- 2.3 You may apply to change a Access Anytime Account to a Fixed-term Savings Account.
- 2.4 Debit and stop orders are not permitted on Fixed-term Savings Accounts and if you change to a Fixed-term Savings Account all debit orders and stop orders that are intended to be paid from the Access Anytime Account will not be paid, and you must make alternative arrangements.
- 2.5 We may require, and will notify you, that your Bank Account/s must have a minimum credit balance from time to time.
- 2.6 We may cancel this Agreement and close your Bank Account/s by Notification to you.
- 2.7 You or your successor-in-title or representative may close your Bank Account/s.
- 2.8 If you or we close your Bank Account/s, you will remain liable for all transactions incurred on the Bank Account/s but not debited before the closing of the Bank Account/s. We will transfer any credit balance to a special account where you will not earn interest. The credit balance will be paid only to you or to your successor-in-title or representative.
- 2.9 If you or we close your Bank Account/s, you must return the Card to us on our demand or immediately destroy the Card by cutting through the Card's magnetic stripe and Chip, and by scratching out the numbers that appear on the signature panel of the Card. If a Card that is not destroyed correctly is used after the Bank Account/s has been closed, you will be liable for the transactions arising from such use.
- 2.10 Money in this Access Anytime Account is covered for deposit insurance by the Corporation for Deposit Insurance up to the limit specified in the Deposit Insurance Regulations made in terms of the Financial Sector Regulation Act 9 of 2017.

3. DORMANT BANK ACCOUNT/S

- 3.1 If you do not transact on any of your Capitec Bank Account/s for 12-months, we may regard your Bank Account/s as dormant.

- 3.2 If there is a credit balance on a Fixed-term Savings Account or a Fixed-term Tax Free Savings Account, the 12-month period will commence on maturity of the account.
- 3.3 If the repayment of any amount owed by you to Capitec is due, the 12-month period will commence after the repayment of the amount due to Capitec.
- 3.4 When your Bank Account/s is dormant:
 - 3.4.1 you will not be able to conduct banking transactions;
 - 3.4.2 we will continue to charge fees on the Bank Account/s;
 - 3.4.3 we will continue to pay interest on credit balances in the Bank Account/s.
- 3.5 In Bank Account/s where there is a zero or credit balance, we may close the Bank Account/s after the expiry of a 3 year period from the last time that you initiated a transaction.
- 3.6 Once your Bank Account/s is dormant you must authenticate your identity at a Capitec branch before you can use the Bank Account/s again.

4. FEES

- 4.1 You agree that we may charge administration and transaction fees applicable to your Bank Account/s from time to time and that the fees may be debited to your Bank Account/s.
- 4.2 We may change administration and transaction fees charged by us or introduce new fees.
- 4.3 The fees charged by Capitec and any changes to the fees, or new fees, are set out in our current pricing brochures available at any Capitec branch free of charge, alternatively displayed on our website: <https://www.capitecbank.co.za/global-one/transact/fees/>
- 4.4 If you do not accept the changes or new fees you may cancel this Agreement.
- 4.5 You may at any time cancel your Banking Account/s by visiting a Capitec branch.
- 4.6 We will require documentation necessary to allow us to identify you to enable the cancellation.
- 4.7 We may require that you submit to Biometric Identification as prescribed in the cancellation process.
- 4.8 We will not close any Banking Account/s that indicate a debit balance until all amounts owed to us are paid.
- 4.9 We reserve our right to set off your indebtedness to us in any Bank Account/s by debiting amounts that are in credit in any of your other Bank Account/s.

DECLARATION

By signing this Agreement I acknowledge and confirm that:

- I have been given the opportunity to read and I understand the Agreement.
- My attention has been drawn to my consumer rights.
- My handwritten or electronic signature indicates my agreement to the Terms.

Agreement electronically signed at <Test Branch> on <dd/mm/ccyy>

A digital image of the signatory's fingerprint (Client), presented with the intent of it being used as a signature, at <Test Branch>, is uniquely linked to this record together the date/time stamp generated at the time that the signatory signed the agreement

A digital image of the signatory's fingerprint (Consultant), presented with the intent of it being used as a signature, at <Test Branch>, is uniquely linked to this record together the date/time stamp generated at the time that the signatory signed the agreement

Electronically signed by:

First Name:
Surname:
Time:

Electronically signed by:

First Name:
Surname:
Time:

By affixing my handwritten signature to this Agreement, I certify that the printout correctly reflects the Agreement that was displayed to me on a computer screen by a Capitec Bank consultant, accepted by me by affixing my electronic signature, and printed out immediately after the consultant had displayed, allowed me to read and explained the Agreement to me.

By affixing my handwritten signature to this Agreement, in my capacity as a duly authorised officer in the service of Capitec Bank and in the normal course of business, I certify, in terms of Section 15(4) of the Electronic Communications and Transactions Act 25 of 2002, that the printout correctly reflects the Agreement that was displayed to the client on a computer screen by me, accepted by the client by affixing his/her electronic signature, and printed out immediately after I have displayed, allowed to read and explained the Agreement to the client.

Client
<dd/mm/ccyy>

Consultant
<dd/mm/ccyy>

Commented [DV1]: @Documentum team - I include both the branch Hybrid and E-signature panels. Please prepare templates for both signature instances.