One of the Global One money management products or services

Card Agreement

Personal Details

Title:	<Test Title>	Middle Name:	<Test Name>
First Name:	<Test Name>	ID/Passport Number:	<B123456789>
Surname:	<Test Surname>		

Contact Details

Residential Address:	<Test Address Line 1, Test Address Line 2, Test Suburb, Test City, 1111>		
Postal Address:	<Test Address Line 1, Test Address Line 2, Test Suburb, Test City, 1111>		
Cellphone:	<123 456 7890>	Home Number:	<021 123 4567>
Email Address:	<joe.soap@testdomain.co.za>	Work Number:	<021 809 1234>

Note

This Agreement applies to all active Cards issued to you or activated by you from time to time unless you signed a particular agreement in respect of that Card. This Agreement addresses Capitec and your responsibilities relating to the use of the Card. It sets out the functionalities that will be activated on the Card (e.g. Tap to Pay) and how you can deactivate certain functionalities. Importantly, it addresses security precautions that you must take to protect yourself against the risk of unauthorised third parties transacting on your Accounts by means of Card Transactions e.g. never to divulge your PIN to anyone, setting monetary limits to the transactions that may be performed using the Card and immediately reporting any security compromise to us. The Agreement provides for when you will be liable (this means you will be legally responsible) for losses that may result from these compromises and the limitation of Capitec's liability in this regard. Transaction fees apply when you use the Card. The fees that apply from time to time are available to you at https://www.capitecbank.co.za/global-one/transact/fees/ or at a Capitec Branch. This Agreement will terminate if you no longer have any active Cards.

Please read the full terms of the Card Agreement and the Declaration which appear immediately above your signature, before signing the Agreement.

Consumer Protection Act (CPA)

Your attention is drawn to the following clauses <u>highlighted in bold</u>:

- **which limit Capitec's risks and liability to you and other parties (clauses 6.1, 6.2, 6.3, 9.5, 15.10);**
- **where you assume certain risks and liabilities (clauses 1.13, 2.3, 3.4, 4.4, 4.6, 4.6, 5.1, 7.2, 8.3, 8.4, 9.3, 9.4,10.3.1, 13.2, 13.4);**
- **where you acknowledge that you are aware of certain facts (clauses 6.3 and the Declaration).**

If you require an explanation of these clauses the Capitec Consultant will assist you or contact our Client Care Centre on 0860 10 20 43 and an agent will assist you.

1 **ISSUE AND USE OF THE CARD**

1.1 You must keep your Card and your Card details safe.

1.2 When we issue your physical Card, we will request you to choose a PIN to authorise certain Card Transactions. When you activate a Virtual Card, you must choose to use either Biometrics or your Remote PIN to authorise Card Transactions. The PIN/Remote PIN must be kept secret and not be shared it with anyone.

1.3 Only you are permitted to use your Card and make Card Transactions. You may not give it to any other person or allow any other person to use your Card or make Card Transactions.

1.4 Your Card is valid from the time it is activated until the last day of the month of the expiry date as indicated on your Card, or until it is cancelled, or your Account is closed. If we allow a Card Transaction after the Card has expired or has been cancelled, this does not mean that we have extended the validity term of the Card.

1.5 You may request us to issue a replacement card, if your physical Card is compromised, lost, stolen or damaged. Your existing Card will be cancelled and you will no longer be able to use it.

1.6 You authorise us:

1.6.1 to pay for Card Transactions and to debit the amount concerned to your Account;

1.6.2 to debit your Account with the amount presented to us by merchants as authorisation or settlement of the sales voucher or cash advance voucher or any other cash amount withdrawn; and

1.6.3 to make the necessary entries to do the above and to reverse these entries when appropriate.

1.7 You may not use your Card for any unlawful or illegal transaction or certain types of transactions which we tell you about in this Agreement or at any other time. It is your responsibility to make sure that Card Transactions are lawful and/or allowed.

1.8 You may not use your Card to facilitate payments for foreign lottery tickets or any lottery activities in contravention of the Lotteries Act, 1997 or to participate in any gambling activities in contravention of the National Gambling Act, 2004.

1.9 Any Card issued to or activated by you remains our property. We may at any time stop, lock or cancel your Card including if we suspect fraud, the law compels us to do so, we cannot reach you or you fail to provide us with updated information, you breach the terms of this Agreement or any other agreement you have with us, we consider that you no longer use the Card, or you have repeated failed Recurring Transactions.

1.10 If you want to cancel your Card, you must call our Client Care Centre on 0860 10 20 43 or visit one of our branches.
1.11 If your Card is only linked to your Credit Card Facility and your Credit Card Facility Agreement is terminated, your Card will be canceled.
1.12 If you Card is cancelled, you must remove your cancelled Card from any Recurring Payments and from Pay Wallets. If your plastic Card is cancelled, you must destroy your cancelled Card by cutting through the chip and magnetic stripe and by scratching out the numbers that appear on the signature panel of the Card or return the Card to us.
1.13 **You will be liable for Card Transactions effected before it is cancelled or expired but processed by us thereafter.**

2 MANAGING YOUR LIMITS

2.1 You may set or change the permanent Card limits at any of our branches, on the Capitec App or in any other manner offered by Capitec.
2.2 You can set temporary Card limits when you want to increase your limits for a short period. Temporary limits will replace your permanent Card limits until it automatically expires after three days.
2.3 Having low Card limits helps to reduce loss if your Card is lost, stolen or compromised. You must try to keep your limits low and in line with your needs. **You accept the risk associated with the limits chosen by you.**
2.4 We may set or reduce your permanent Card limits if we consider that it will be in your best interest to do so.
2.5 We may, in our discretion, allow Card Transactions in excess of the permanent Card limits. This will only apply for the particular date on which a Card Transaction is effected.
2.6 When making withdrawals at ATMs, card machine and Card Not Present (CNP) transactions outside the borders of South Africa, the daily cash withdrawal limits and purchase limits will be different to the daily cash withdrawal limits at ATMs and purchase limits inside the borders of South Africa.
2.7 No single Card Transaction may be greater than R500 000 (five hundred thousand rand).

3 **PROCESSING CARD TRANSACTIONS AND BALANCES ON YOUR ACCOUNT**

3.1 When you perform a Card Transaction, the amount of the Card Transaction will immediately be deducted from the available balance on your Account. This will result in the available balance on your Account being less than the balance on your Account.
3.2 All Card Transactions are processed in Stellenbosch. The processing of Card Transactions includes that we receive a clearing advice from the card scheme to settle a Card Transaction.
3.3 When the clearing advice is processed by us to your Account, the amount of the clearing advice will be deducted from the balance of your Account. Outstanding clearing advices will result in a difference between the balance and the available balance on your Account.
3.4 **You must make sure that the available balance of your Account is enough for all payments, debit orders, stop orders and Recurring Payments you have to make from time to time.**

4 **UNAUTHORISED USE OF THE CARD**

4.1 You must take care of your Card, PIN/Remote PIN, Card details and mobile device and do everything that is necessary to prevent it from being lost, compromised, stolen and/or wrongfully used.
4.2 If you realise or suspect that your Card, PIN/Remote PIN, Card details and/or mobile device is lost, compromised, has been stolen, is wrongfully used or is used by a person other than yourself, you must notify us immediately. We will cancel your Card as soon as reasonably possible after being notified. We may ask that you also notify us in writing.
4.3 **To report a lost, stolen or compromised Card, PIN/Remote PIN, Card details, or mobile devices, you can contact our 24hr Client Care Centre on 0860 10 20 43 or visit your nearest Capitec branch. You can also stop your Card on the Capitec App or add 067 418 9565 as a contact and send us a WhatsApp.**
4.4 **You will be liable for all Card Transactions until;**
4.4.1 **we have been notified of the loss, theft or compromise of your Card, PIN/Remote PIN, Card details and/or mobile device; or**
4.4.2 **you have stopped the Card.**
4.5 **You will be liable for any Card Transactions that have been debited to your Account;**
4.5.1 **through any person using your PIN or Remote PIN, unless you can prove that such person did not obtain your PIN or Remote PIN as a result of your actions or negligence; and**
4.5.2 **through any person using your Card for CNP transactions or electronically, unless you can prove that such person did not obtain your Card details, PIN or Remote PIN as a result of your actions or negligence; and**
4.5.3 **through any fraudulent use of your signature in relation to your Card, until such fraud is reported by you.**
4.6 If you are registered for our service to receive Notifications of transactions, you must ensure that we always have the correct email address and cellphone number. **You will still be liable for Card Transaction even if you did not receive Notifications of those Card Transactions.**

5 **FEES AND CHARGES**

5.1 **You will be liable for transaction fees.** Transaction fees will be charged to your Account.
5.2 Your Account may be charged with a Card delivery fee if you request that the Card be delivered to you in person or at an address chosen by you. If you cancel the Card delivery, you may be liable for a cancellation fee. If the delivery of a Card was unsuccessful, you may be liable for the Card cancellation fee, unless the delivery was unsuccessful solely because of Capitec or its agents' fault.
5.3 Your Account may be charged with a Card replacement fee if your Card is lost, stolen, damaged or has expired.
5.4 If the Card is used for cross-border international transactions, you may be required to pay a currency conversion fee.
5.5 Certain Card functionality can be toggled off in the Capitec App and if you attempt a transaction whilst a functionality is switched off, you may be liable for an unsuccessful transaction fee.
5.6 **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/**
5.7 If you do not accept changes to the new fees you may cancel your Card. Read clause 1.10 of this Agreement for information on how you can cancel your Card.

6 **EXCLUSION OF LIABILITY**

6.1 **We will not be liable to you for any damage or loss which you suffer if:**
6.1.1 **there is a delay, failure or malfunction of any ATM, card machine or SST or other device (electronic or manual) you use to make Card Transactions; or**
6.1.2 **there is any failure, malfunction or delay in our supporting or shared networks, where applicable;**
6.1.3 **any person gains unauthorised access to any information or data (whether correct or incorrect);**
6.1.4 **for any damage or loss which you suffer if any person gains unauthorised access to your Card, your Card details, your Pay Wallet, your PIN/Remote PIN or your Account; or**
6.1.5 **any loss you may suffer (to the extent permitted by law) in a CNP environment or resulting from the use of an ATM, Card Machine, SST or other device (electronic or manual).**
6.2 **We will not be liable to you if any merchant does not accept your Card or does not process your Card Transaction or if we refuse to process any Card Transaction.**
6.3 If there are any claims or disputes between you and any merchant in respect of the nature, quality or quantity of any goods or services you obtained from the merchant or in respect of any other matter or thing, we cannot reverse the debit to your Account and payment will

not be affected. **This will also not give anyone a right of setoff or counterclaim against us. You acknowledge that no merchant is our agent.** If a merchant gives you a refund, it will be credited to your Account only in the event of and once we receive an electronic transaction and settlement from the merchant. You will not have the right to stop any payment we have made to a merchant in respect of any Card transaction, except as may be provided otherwise by statute or in terms of the Mastercard rules.

7 **EXCHANGE CONTROL**

7.1 Card Transactions or payments made in a currency other than South African Rand will be debited to your Account at Mastercard's prevailing rate of exchange on the date of clearing (which is not the same as the transaction date) and will be shown on your Account and statement in South African Rand. If you choose to do a foreign transaction in South African Rand (and not the currency of the country and/or merchant) your transaction may be subject to an exchange rate as determined by the merchant and/or the merchant's bank which may exceed Mastercard's prevailing rate.

7.2 When using your Card in any transaction with a party outside the common monetary area (South Africa, Namibia, the Kingdom of Lesotho and the Kingdom of Eswatini), **it is your obligation to comply with the South African exchange control regulations, which includes staying within the limits of your yearly foreign travel allowance. It is your obligation to familiarise yourself with the exchange control regulations**. You can obtain a copy of the exchange control regulations from the website of the financial surveillance department of the South African Reserve Bank. If we request information about your international transactions, you must immediately provide us with the details.

8 **CARD-NOT-PRESENT TRANSACTIONS**

8.1 If the merchant uses a 3D secure website, a notification will appear on your mobile device screen after you entered your Card details and you will be required to either accept or decline the Card Transaction. If you accept the Card Transaction a confirmation message will be sent to us to authorise the payment. By accepting the Card Transaction, you are authorising payment of the Card Transaction.

8.2 **Daily Card limits do not apply to authenticated 3D secure transactions.**

8.3 If you add your Card on a merchant's website or app to be used to make CNP Transactions from time to time, Mastercard may provide secure account updates (card number and expiry date) for your Card to participating merchants / beneficiaries that you have set up payments with. **It however remains your responsibility to ensure that beneficiaries have the details of your replacement Card, or, if your Card has been locked, stopped or cancelled, to make alternative arrangement with such beneficiaries.**

8.4 **You will be liable for CNP transactions even though you are not presenting the Card in person, providing a PIN or Remote PIN or Biometrics, as applicable.** We may, at our discretion, allow risk-based authentication (RBA or Frictionless authentication) for CNP transactions. This is when we authenticate your low-risk, CNP transactions using security protocols and enhanced risk decision models without your involvement.

9 **RECURRING PAYMENTS**

9.1 If there are Recurring Payments on your Card, they may no longer be paid if a replacement Card is issued to you for any reason (for instance, if your Card has been lost, stolen or damaged) or if your Card is locked, stopped or cancelled.

9.2 **If you pause your Card temporarily Recurring Payments will still be processed on your Card**, but you will not be able to add new Recurring Payments while your Card is paused.

9.3 Mastercard may provide secure account updates (card number and expiry date) for your Card to participating merchants / beneficiaries that you have set up Recurring Payment with**. It however will be your responsibility to inform the beneficiaries of Recurring Payments of the details of your replacement Card or, if your Card has been locked, stopped or cancelled, to make alternative arrangements with such beneficiaries.**

9.4 **You will be liable for Recurring Payments even though you are not presenting the Card in person, providing a PIN or Remote PIN or Biometrics, as applicable.**

9.5 **Capitec will not be responsible or liable in any way and you will not have any claim whatsoever against Capitec for any loss, harm or damage (including special or consequential damage) if your Recurring Payments are not made as a result of your failure to inform the beneficiaries of the details of your replacement Card or, if your Card has been locked, stopped or cancelled, to make alternative arrangements with such beneficiaries.**

10 **TAP TO PAY**

10.1 Your plastic Card is Tap to Pay capable and allows you to perform Contactless Card Transactions.

10.2 You can choose to activate or deactivate the Tap to Pay functionality on your plastic Card at any time, either in branch, by phoning the Client Care Centre on 0860 10 20 43, on the Capitec App or in any other manner we make available. When activating or deactivating using the Capitec App or by phoning the Client Care Centre, the Card will need to be inserted into a card machine or ATM for the change to become effective.

10.3 If you have more than one Tap to Pay plastic Card, they must be used separately to avoid collision transactions, which is when both cards are read at the same time, and the transaction fails.

10.3.1 Tap to Pay Card Transactions do not always require you to insert your Card or your PIN and there is a risk that someone can tap your Card or mobile device to transact when they are within a wireless range of you**. When you activate Tap to Pay on your plastic Card you accept the risk associated with Tap to Pay Card Transactions. It is your responsibility to keep you Card and mobile device safe and secure. You will be liable for all Tap to Pay Card Transactions.**

11 **PAY WALLET**

11.1 Your Card can be loaded to a Pay Wallet to make Card Transactions by holding your mobile device within a wireless range of a card machine.

11.1.1 If you choose to link your Card in a Pay Wallet you must secure access to your mobile device and Pay Wallet with a password, PIN or your Biometrics. **When you load your Card in a Pay Wallet you accept the risk associated with doing Card Transactions from the Wallet.**

12 **LINKED ACCOUNTS**

12.1 If you are issued with one Card that can be linked to more than one Account, you may have to select the Account that will be debited at the time of transaction. The terms of your Credit Card Facility Agreement or Main Account Agreement will apply to transactions you make depending on your selection. The Remote Banking Agreement will additionally apply when you use your virtual Card. This does not apply to Supplementary Cards. Please read clause 13.2 for how Supplementary Cards work.

12.2 Despite clause 1.4, if your Card is linked to both your Main Account and Credit Card Account and your Credit Card Facility Agreement is terminated, you may not use your Card as a credit card.

13 **SUPPLEMENTARY CARDS (DEBIT CARDS ONLY)**

13.1 We may issue a Supplementary Card on your request. Supplementary Cards cannot be used internationally or to make CNP transactions.

13.2 **Card Transactions made by a Supplementary Cardholder using the Supplementary Card will be debited to the Account linked to that Supplementary Card. You will be responsible for payment of Card Transactions made using the Supplementary Card.**

13.3 We will cancel the Supplementary Card if you ask us to do so by visiting a branch or contacting our Client Care Centre on 0860 10 20 43. You must make sure that the Supplementary Card is destroyed by cutting through the chip and magnetic stripe and by scratching out the numbers that appear on the signature panel of the Supplementary Card.

13.4 **If a Supplementary Card is used after it has been cancelled by us, you will remain responsible for Card Transactions processed after the Supplementary Card was cancelled.**

14 DATA PROTECTION

14.1 **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 across the Capitec Group including providing insurance cover to you, advancing credit to you and providing other banking products and services to you. Our personal information processing practices are more fully described on our Privacy Centre on the Capitec website https://www.capitecbank.co.za/privacy-centre/.**

14.2 **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.**

14.3 **We take appropriate technical and organisational measures to safeguard your personal information against unauthorised access and loss or damage to the information.**

14.4 **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/.**

14.5 You give us permission to obtain, confirm and keep any of your personal and confidential information, and to give out your personal information and information about your Account to Mastercard International Incorporated ("Mastercard") and/or any of Mastercard's subsidiaries and/or Mastercard's third-party service providers or any other person for any business reason of Capitec.

15 GENERAL

15.1 This Agreement applies to all active Cards issued to you or activated by you from time to time unless you signed a particular agreement in respect of that Card. This Agreement will terminate if you no longer have any active Cards.

15.2 The residential address you provided in this Agreement, or the most recent address provided to us, is the address to which all legal notices must be sent or process may be delivered in terms of this Agreement. You may change your address by visiting a branch with your card and PIN, providing the relevant supporting documents we may require from time to time and/or submitting Biometrics if required. Any notice will be deemed to have been delivered to you on the 5th business day after posting or on the 1st business day after hand-delivery or email sent to you. We choose no. 5 Neutron Road, Techno Park, Stellenbosch, 7600 as the address to which notices may be sent to us by you. Any legal action brought against you to recover any money you owe us may be brought in the Magistrates' Court even if the amount we claim exceeds the jurisdiction of the Magistrates' Court (if the Magistrates' Court otherwise has jurisdiction). We may, however, choose to bring legal action in the High Court.

15.3 You will have to pay all legal costs on attorney-and-own client scale, including collection commission, if we bring legal action under this Agreement.

15.4 A certificate signed by any of our managers, whose appointment needs not to be proved, will be evidence of any amount owing to us (unless you can disprove the amount) in all legal action to the extent that we may obtain judgment against you, and also for proof of claims against insolvent and deceased estates.

15.5 If any term of this Agreement is invalid only that term may be removed from this Agreement and the remaining terms will still be valid.

15.6 This Agreement and any Notification, is the only Agreement between you and us relating to the Card.

15.7 If we do not enforce any term of this Agreement immediately, this does not mean that we waive such term and the right to enforce it.

15.8 You may not cede and assign, which means to transfer, or try to cede and assign, any of your rights and obligations under this Agreement. We may refuse to accept a power of attorney you gave to someone else to perform Card Transactions on your behalf.

15.9 We may change these terms by Notification to you. If such changes are not acceptable to you, you may cancel your Card. Read clause 1.10 of this Agreement for information of how you can cancel your Card.

15.10 **You will not have any claim against us based on any undertaking, representation or warranty not included in this Agreement.**

16 DEFINITIONS

In this Agreement we used words that have specific meanings. Here are those words and their meanings:

16.1 **'Account'** means your account(s) linked by us to the Card when it was issued or activated;

16.2 **'Agreement'** means this document and any annexures thereto;

16.3 **'ATM'** means an automated teller machine;;

16.4 **'Biometrics'** means biological measurements of e.g., your face or fingerprint that can identify you;

16.5 **'Capitec App'** means the mobile application developed by Capitec for download onto a mobile device (for example a cellphone) enabling the use of remote banking and third-party services**;**

16.6 **'Card'** means a plastic card issued to you by Capitec or virtual card digitally activated by you using the Capitec App;

16.7 **'Card Transaction'** means any transaction effected by means of a Card to pay for goods or services including but not limited to purchases, pre-authorised transactions (which are used in travel and entertainment environments such as hotel reservations), cash advances, cash withdrawals, Recurring Payments, CNP transactions, and Tap to Pay payments;

16.8 **'CNP'** means card not present. CNP includes telephone orders, mail orders and online shopping transactions where you furnish the Card details such as the Card number, expiry date and CVC2 number (last 3 digits on the back of the Card) to a merchant through the post or telephone or on the merchant's website;

16.9 **'Contactless Card Transactions'** means Card Transactions performed by holding your Card within the wireless range of the card machine without swiping, inserting or using the card machine;

16.10 '**Credit Card Account**' means your credit card account with Capitec, subject to the terms of the Credit Card Facility Agreement;

16.11 '**Credit Card Facility Agreement**' means an agreement between you and Capitec with that title;

16.12 **Main Account'** means the bank account opened by us for you in terms of the Main Account Agreement;

16.13 **'Main Account Agreement'** means the agreement between you and us with that title;

16.14 **'Notified/Notification'** means any message from us by post, telephone, email, short messaging service (SMS), in-App, posted on Capitec's website or at an ATM when used by you;

16.15 **"Pay Wallet"** means an application on your mobile device where you can link your Card to make Card Transactions from the application. Examples of Pay Wallets are Apple Pay, Samsung Pay, Google Pay and Garmin Pay;

16.16 **'PIN'** means a personal identification number, which is a secret number that you select and which only you know. This number is used as a means of verifying you as the authorised Cardholder;

16.17 **'Recurring Payments'** means an authorisation given by you to a merchant to deduct an amount from your Card on a continued period basis (such as monthly, quarterly or yearly) without a specified end date. Recurring Payments include subscription services;

16.18 '**Remote PIN**' means a secret number chosen by you, used to authenticate your identity when accessing and transacting on the Capitec App;

16.19 '**SST**' means a self-service terminal which is an unattended device that will require you to perform all steps needed to complete the Card Transaction;

16.20 '**Supplementary Card**' means a Card issued to another person which is linked to your Account;

16.21 ‘**Supplementary Cardholder**’ means the holder of a Supplementary Card;
16.22 ‘**Tap to Pay’** means Contactless Card Transactions;
16.23 **‘we, ‘us’, ‘Capitec’ ‘Capitec Bank’** and **‘our’** refer to Capitec Bank Limited registration number 1980/003695/06, its successors in title and assigns of no. 5 Neutron Road, Techno Park, Stellenbosch, 7600; and
16.24 **‘you’** and **‘your’** refer to the holder of the Account in respect of the Card.

DECLARATION

By signing this Agreement, I acknowledge and confirm that:

- **I have been given the opportunity to read and 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	

Electronically signed by:

First Name:
Surname:
Time:
Date:

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:
Date: