

# ACCOUNT TERMS & CONDITIONS

## Account Terms & Conditions (T&C) (Rev. 202008.02)

These T&C apply to your ACCOUNT and constitute an agreement between you and us.

### 1 DEFINITIONS

- 1.1 "I/Me/You" means a person who has applied for the ACCOUNT;
- 1.2 "We/Us/Our/ABP" means Amber Financial Technologies (RF) (Pty) Ltd, Reg. No. 2000/003283/07 (Amber Fintech), an authorized distribution channel Grobank Limited (Reg. No.1947/0254414/06) an Authorised Financial Services Provider (FSP5865), collectively referred to as the Alliance Banking Partners (ABP);
- 1.3 "ACCOUNT" means The Grobank Limited account provided to you;
- 1.4 "APPLICATION" means the account application document provided by the SP;
- 1.5 "CCD" means the Client Care Department @ 0860 11 77 88;
- 1.6 "CHANNEL" means the mechanisms that you use to access your Account;
- 1.7 "SP" means SERVICE POINT, a participating business authorised by us to perform specific services;
- 1.8 "T&C" means the terms and conditions applicable to your ACCOUNT and this Agreement.

### 2 DISCLOSURE

- 2.1 The Account was allocated to you by your SP.
- 2.2 I declare that all information on the APPLICATION is true and correct and that I am the rightful owner of the mobile number/SIM card on the application form.
- 2.3 I declare that I understand that access to my Account includes meaning the ability to use funds in my Account.
- 2.4 All information provided by me on the APPLICATION, will be treated as confidential. ABP may provide information contained in the APPLICATION to any third party in order to assess the APPLICATION. I waive any claim that I might have against ABP in respect of such disclosure. ABP may also disclose information to law enforcement agencies in circumstances permitted by law.
- 2.5 I acknowledge that the information provided in the APPLICATION, may be provided to other financial organisations and licensed credit reference agencies, for verification of my identity. I acknowledge that ABP may contact me at home or at work and verify my employment with my employer. If ABP are unable to satisfy themselves as to my identity, they will be unable to open an account for me.
- 2.6 I indemnify ABP against any losses or liabilities, which may incur in the execution of the authorisations stipulated herein. I also undertake not to institute any proceedings against ABP in the event of any losses or liabilities incurred by myself in the execution of the mentioned authorities.
- 2.7 I accept my home address or any written change in my address, as the address for purposes of notices or the service of legal documents.
- 2.8 In the event of any incorrect transaction(s) being processed on my Account, whether these transaction(s) were caused by any reason whatsoever, I hereby give ABP the Power of Attorney to reverse such an incorrect transaction(s) and I indemnify ABP against any losses incurred as a result of such reversal(s) and I authorise ABP to negotiate with a third party if needed, to establish such an incorrect transaction(s).
- 2.9 In the event where I authorised a SP to make deductions directly from my Account, I hereby authorise ABP to accept reasonable changes to these authorised deductions, as instructed by such a SP. I indemnify ABP hereby against any damages sustained by me due to fraudulent changes to my deductions instructed by any authorised SP. ABP may amend these T&C from time to time, such amendments to be notified to you forthwith upon being made.

### 3 USE OF ACCOUNT

- 3.1 GENERAL
- 3.1.1 You can only use your Account as set out in this T&C as supplemented by the APPLICATION. Your Account can only be used within the borders of South Africa.
- 3.2 CHANNELS
- 3.2.1 You may contact the CCD at any time to enquire about any matter regarding your Account,
- 3.2.2 You may contact the SP during business hours to enquire about any matter regarding your Account.
- 3.3 STATEMENTS
- 3.3.1 All transactions, fees, charges and interest are reflected on the statement and are available at the CCD/SP.
- 3.3.2 Changes to fees, charges and interest can be made by ABP when deemed necessary and you will be notified of such.
- 3.3.3 It is your responsibility to obtain your statement from the CCD/SP and to check your statement regularly for any discrepancies.
- 3.3.4 You have 30 (thirty) days after a month-end to dispute any transaction on your Account/s, after which ABP will be entitled to regard the Account/s as correct.
- 3.3.5 You will earn interest on the credit balance of your Account, at a rate as published by ABP from time to time.
- 3.4 CHANNEL SPECIFIC AUTHORISATION
- 3.4.1 You authorise the ABP to debit and credit your Account with all transactions and applicable fees initiated through the Channel/s.
- 3.5 FUNDING AND WITHDRAWALS
- Your Account can be used as indicated in clause 9.
- 3.6 SECURITY AND SAFEGUARDING
- 3.6.1 You are responsible to safeguard your Account details and personal information and keep it confidential.
- 3.6.2 You must notify ABP immediately if you suspect that your Account was or may have been accessed by an unauthorised person at 0860 11 77 88
- 3.6.3 You are liable for all transactions made on the Account.
- 3.6.4 When you report suspected unauthorised access to your Account, the ABP will prevent future debits from the relevant Channel until you instruct to open the Channel.
- 3.7 PIN SECURITY
- 3.7.1 We will provide you with a PIN, or give you an option to select a

PIN, to prevent anyone else from accessing your Account.

- 3.7.2 If a Channel allows you to select a PIN for that Channel, you should select a unique PIN for each Channel, and regularly change the PIN.
- 3.7.3 You must memorise your PIN, keep it secret and not share it with anybody else.
- 3.7.4 You may not store your PIN on your mobile phone.
- 3.7.5 If you forget your PIN or wish to receive a different PIN, you will have to apply at your SP or at the CCD.
- 3.8 ADDITIONAL ACCESS TO YOUR ACCOUNT
- 3.8.1 You may ask us to give an additional person access to your Account. That person will have unlimited access to the funds in your Account. You accept full liability and responsibility for all transactions performed by that person.

### 4 CREDIT FACILITY

- 4.1 The use of the ACCOUNT does not entitle you to any overdraft or credit facilities. If your Account moves into debit, interest/fees/charges at the maximum rate allowed by the National Credit Act 34 of 2005 and its regulations will be levied.
- 4.2 Any costs incurred by ABP in recovering any liability arising from an overdrawn account will be recoverable from you on an attorney and own client scale.
- 4.3 You hereby irrevocably agree that any certificate of balance purporting to be signed by any manager of ABP (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.
- 5 FINANCIAL INTELLIGENCE CENTRE ACT (FICA) REQUIREMENTS
- You acknowledge that as an individual account holder your transactional limits on the Account will be set according to your compliance to FICA. 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.

### 6 LIABILITY AND EXCLUSIONS OF LIABILITY

- The following stipulations and indemnities apply to your Account and Channel/s used to access your Account, and this Agreement:
- 6.1 You are liable for all debts incurred through the use of your Account.
- 6.2 ABP shall not be liable towards you in respect of any unauthorised transaction that has been debited to the Account/s through any person, unless it can be proven that such person performed such debit as a result of ABP's negligence or Internal Fraud. 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 ABP.
- 6.3 You use the Account at your own risk and ABP will not be held liable for any loss, direct or indirect damages caused due to:
- 6.3.1 any failure, defect or malfunction of or delay caused in the use of the Account which is not within ABP's direct control;
- 6.3.2 the Account being unavailable for any reason whatsoever.
- 6.3.3 any incorrect, unauthorised or unlawful instruction from you or any other person;
- 6.3.4 the authorised or unauthorised access by another person to the Account or the information transmitted to the Account;
- 6.3.5 any other cause or circumstance which is not within ABP's reasonable control.
- 6.4 You indemnify ABP against any losses, direct or indirect damages that you may suffer as a result of your use of the Account, 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 ABP.

### 7 GENERAL

- 7.1 INFORMATION
- 7.1.1 All telephone conversations between you and the CCD will be recorded. ABP are obliged by law to regularly update your personal particulars and may contact you from time to time in this regard.
- 7.1.2 You must notify ABP if you are under an administration order, sequestration or any other form of insolvency.
- 7.2 AMENDMENTS
- 7.2.1 You will be notified of amendments to the T&C within a reasonable period of time of the changes, except where legislation requires an immediate change. You may request the T&C and amendments at your SP.
- 7.2.2 You will have 30 days from the date of notification to terminate the Agreement if you do not agree with the amended T&Cs. Should you use the Account after notification of the amendment within the 30-day period, or any time after the 30-day period has lapsed, it will be deemed that you have read and agree to be bound by the amended T&C.
- 7.2.3 No variation of these T&C will be of any force unless reduced in writing and signed by ABP's duly authorised representative/s.
- 7.3 NOTICES
- 7.3.1 Any legal notices and summonses will be served on you at your home address (physical address or domicilium citandi et executandi) that has been given to ABP. You must notify ABP in writing of any change in your home address, failing which any legal notice or summons served on the home address that has been given to ABP, will be deemed to have been duly served
- 7.3.2 Any correspondence that ABP sends you will be sent to your Mobile Number. It is your responsibility to notify ABP in writing of any change to your Mobile Number, failing which any correspondence sent to your Mobile Number, as advised to ABP by you, will be deemed to have been duly sent.
- 7.3.3 You must provide proof of the new home address. ABP 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 as received on the day that it was sent.
- 7.4 JURISDICTION AND APPLICABLE LAW
- 7.4.1 You agree to submit to the jurisdiction of the Magistrate's Court even if the value of ABP's claim against you exceeds the

Magistrate's Court jurisdiction.

- 7.4.2 South African law governs these T&C.
- 7.4.3 These T&C, as amended by ABP from time to time, form the whole agreement between you and ABP.
- 7.4.4 You must pay all ABP's expenses in recovering any amounts you owe to ABP including legal fees of an attorney at your own client scale, collection fees and tracing fees.

### 7.5 WAIVER, CESSION AND ASSIGNMENT

- 7.5.1 Any failure by ABP to enforce our rights will not constitute a waiver of such rights;
- 7.5.2 You may not cede, assign or transfer in any way any of the rights and obligations pertaining to you in terms of the Account or any other service provided to you by ABP to any other person or entity without the express and prior consent of ABP. A favour or concession ABP may give you will not affect any of ABP's rights against you.

### 7.6 OTHER

ABP 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 being in credit on any other account with ABP, we have the right to apply set-off on the affected account/s. ABP will not be responsible to you for any indirect, consequential or special damages arising from any act or omission by ABP or any third party for whom we are responsible and whether arising in contract, statute or delict. ABP owns all copyright, trademarks and other intellectual property rights used as part of the Services or contained on ABP's documents. You agree that you acquire no rights thereto.

### 8 TERMINATION

- 8.1 If the Account receives no credits for a continuous period of three months, ABP will be entitled, but not obliged, to terminate the Account.
- 8.2 In the event of ABP terminating the Account, the funds may be transferred to a suspense account. You will not be entitled to earn interest on such funds from the 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.

### 9 TERMS AND CONDITIONS SPECIFIC TO YOUR SERVICE POINT AND OTHER CHANNELS

#### 9.1 FUNDING AND DEPOSITS

- 9.1.1 Funds can be transferred into your Account from any other South African Bank account.
- 9.1.2 Cash Deposits can be made at any ABSA Bank Limited. Such deposits will be available to withdraw within 1 working day. 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.
- 9.1.3 Cheque deposits can be made at any ABSA Bank. There will be a waiting period after the date on which the deposit was made, before funds will be available.
- 9.1.4 The Post Office and ABSA Bank Limited acts as agents for ABP to accept deposits on behalf of ABP.
- 9.2 MOBILE WALLET:
- 9.2.1 You may ask us to open one or more Mobile Wallet/s (mWallet) that will form part of your Account.
- 9.2.2 mWallet can only be funded by transferring funds from your Account.

#### 9.3 CARD USAGE: SECURITY AND SAFEGUARDING

- 9.3.1 You agree to use the Card and PIN at your own risk.
- 9.3.2 Your Card and your PIN provides access to your Account. You may request additional cards to access your Account and mWallet.
- 9.3.3 You must notify ABP as soon as you are aware that your Card or PIN is lost or stolen, at 0860 11 77 88.
- 9.3.4 If you request the Card to be re-issued, you will be liable for all costs related to it.
- 9.3.5 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.

#### 9.4 CARD USAGE: EXCHANGE CONTROL

- 9.4.1 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 ZAR1,000,000.00 may not be exceeded by you per calendar year.
- 9.4.2 You are permitted to make foreign payments for small transactions up to the amount of ZAR20,000.00 per transaction.
- 9.4.3 You are not permitted to purchase Foreign Lotteries abroad.
- 9.4.4 All non-residents' expenditure must be settled in either Foreign Currency or Rand from a Non-Resident account.
- 9.5 MOBILE BANKING CHANNEL
- 9.5.1 By accepting this T&C you may register your mobile number/SIM card for Mobile Banking.
- 9.5.2 On registration you confirm that you have read the T&C, understand its content, and accept it. You will receive an One-Time-PIN (OTP). You must use the OTP to select your Mobile PIN.
- 9.5.3 Anyone who has access to your mobile phone or SIM card will have access to your Account. Losing your mobile phone is the same as losing your bank card.
- 9.5.4 You must notify ABP as soon as you are aware that your Mobile, SIM Card or Mobile PIN is lost or stolen, at 0860 11 77 88.

#### 9.6 ADDITIONAL ACCOUNT USAGE & CHANNELS

- 9.6.1 Any additional T&C's to this agreement as well as any terms & conditions relating to new channels or services that are provided by ABP that you accepted and make use of will be published from time-to-time at [www.surecard.co.za](http://www.surecard.co.za) - follow the relevant links. You may also request the T&C, amendments and terms & conditions applicable to new channels or services from the CCD or your SP.