

Please read these Card T&Cs carefully as these Card T&Cs set out the rights and obligations between You and Sasfin. If You do not understand any part of these Card T&Cs, please contact Sasfin. **Please pay special attention to all text in bold.**

## 1. DEFINITIONS

- 1.1. "**Account**" means Your Sasfin Bank account, to which Your Card relates.
- 1.2. "**Additional Card**" means any additional Cards which Sasfin may issue to the Additional Cardholder if requested by You;
- 1.3. "**Additional Cardholder**" means any person authorised by You to use an Additional Card and to whom an Additional Card has been issued;
- 1.4. "**Additional Card Limit**" means the Card limit on any Additional Cards;
- 1.5. "**Authorised User**" means any person You appoint to use any of Your Account(s) or card(s) on Your behalf;
- 1.6. "**Business Hours**" means Monday to Friday from 08h00 to 16h30, excluding Public Holidays;
- 1.7. "**Card**" means a Card including a virtual version of a Card issued by Sasfin to the account holder for usage by a specified Cardholder;
- 1.8. "**Card Limit**" means Card limits on Your Card;
- 1.9. "**Card Transaction**" means a transaction effected by You on Your Card including, without limiting the generality of the foregoing, a purchase, cash transaction and refund or reversal of payment;
- 1.10. "**Card T&Cs**" means these terms and conditions which apply to Your Card;
- 1.11. "**CMA**" means the Common Monetary Area, a monetary union which includes South Africa, Namibia, Lesotho and Swaziland. All four currencies are governed by the South African Reserve Bank and are valued and exchanged at par with the South African Rand;
- 1.12. "**Sasfin**" / "**We**" / "**Us**" means Sasfin Bank Limited (registration number 1951/002880/06), an authorised financial services provider (FSP23833) and a registered credit provider (NCRCP22); and
- 1.13. "**You**" / "**Your**" / "**Cardholder**" means the Card and Account holder and their Additional Cardholders.

## 2. AGREEMENT

- 2.1. An agreement between You and Sasfin regulating, amongst other things, the operation of the Card shall come into effect, and all the provisions of these Card T&Cs will apply, by the earlier of:
  - 2.1.1. Receipt by You of Your Card; or
  - 2.1.2. the use by You of the Card.

## 3. APPLICATION OF THESE CARD TERMS AND CONDITIONS

- 3.1. These Card T&Cs apply to You if You have a transactional bank Card or any other Card/device relating to a transactional bank account with Sasfin. These Card T&Cs also apply to any additional and replacement Cards and to any Authorised Users.
- 3.2. These Card T&Cs set out the agreement between You and Sasfin regarding the use of Your Card. These Card T&Cs must be read together with the General Terms and Conditions and the Transactional Banking Account Terms and Conditions.
- 3.3. These Card T&Cs apply to the Cardholder and to the Additional Cardholder.

## 4. TRANSACTIONAL BANK CARD

- 4.1. You will need a personal identification number (**PIN**) to use the Card.
- 4.2. The Card may be used to:
  - 4.2.1 perform standard automated teller machine (**ATM**) functions at ATMs;

beyond a bank

- 4.2.2 make cash deposits into Your account via an ABSA ATM; and
- 4.2.3 purchase goods and services from merchants either by means of Point of Sale (**POS**) transactions, tap-and-pay transactions, wallet payments or online transactions.
- 4.3. The Card may not be used:
  - 4.3.1 to transact or purchase by mail order, telephone or email; or
  - 4.3.2 as a reference for recurring payments, including debit orders.
- 4.4. The Card will be valid from the date of issue until the last date of the month in which the Card expires, the date on which Your account(s) to which the Card relates is closed or Your right to use the Card is terminated.
- 4.5. The Card will always remain the property of Sasfin even though You have possession and the right of use of the Card.

## 5. PROTECTING YOUR ACCOUNT, CARD AND PIN

- 5.1. You must take all reasonable steps to keep Your Card and PIN safe to prevent someone from using Your Card without Your permission. You must comply with the following security measures:
  - 5.1.1. Follow the security recommendations We make from time to time, of which We will notify You;
  - 5.1.2. Contact the Client Relationship Centre to set Your PIN;
  - 5.1.3. Do not tell anyone what Your PIN is;
  - 5.1.4. Memorise Your PIN and keep it secret and separate from the Card;
  - 5.1.5. Sign the back of the Card immediately when You receive it;
  - 5.1.6. Do not allow any person, other than an Authorised User, to use Your Card.
- 5.2. Only the Cardholder may use the Card. You may not transfer the Card to any other person. You may request additional cards to be issued to Additional Cardholders. Each Card will have a different PIN.
- 5.3. When using Your Card, You must use the PIN and sign the receipt if the merchant requests You to do so.
- 5.4. All expired cards must be destroyed by cutting the Card.
- 5.5. You must cancel Your Card by calling the Client Relationship Centre on the phone number set out below, using the Sasfin B\\YOND internet banking website or by using the Sasfin B\\YOND mobile App if any of the following happens or if You believe that any of the following may happen:
  - 5.5.1. If Your Card is lost, stolen or damaged;
  - 5.5.2. If someone obtained Your PIN; or
  - 5.5.3. If someone uses Your Card and/or PIN without Your permission.
- 5.6. Only the Account holder or authorised signatory (where the Account holder is a business) may set and change the limits on the Card.
- 5.7. If You enter the PIN incorrectly three consecutive times, Your Card will automatically be blocked and You will not be able to perform any Card Transactions using Your Card. You must contact the Client Relationship Centre to unblock Your Card.
- 5.8. If You forget Your PIN, You may contact the Client Relationship Centre to reset Your PIN.
- 5.9. If Your PIN has been compromised, or if You believe Your PIN may have been compromised, You may either call the Client Relationship Centre to obtain a new PIN or You may cancel Your Card by calling the Client Relationship Centre, by using the Sasfin B\\YOND internet banking website or by using the Sasfin B\\YOND mobile App. If your PIN has been compromised, or if You believe Your PIN may have been compromised after Business Hours, You will not be able to call the Client Relationship Centre to obtain a new PIN; You must cancel Your Card in the manner set out herein.

## 6. CARD TRANSACTIONS USING THE CARD

- 6.1. All Card Transactions using the Card will reflect on Your Account whether or not the receipt for the Card Transaction is signed.
- 6.2. While We take all reasonable measures to ensure the security of Your Card Transactions, You use the Card at Your own risk. We will not be responsible for any loss, theft or fraud resulting from Your use of the Card.
- 6.3. Your Card must not be used for any illegal or unlawful purpose, which may include purchasing goods or services that are illegal or using the Card for purposes of money laundering. You are responsible for ensuring that Card Transactions with Your Card are lawful.

- 6.4. If Your account is frozen or suspended, You will have restricted use of Your Card or You will not be able to use Your Card until the account is no longer frozen or suspended.

## 7. CARD TRANSACTION LIMITS

- 7.1. You must have sufficient money in Your account or credit in Your overdraft facility (if applicable) in order for Us to carry out any Card payment instructions from You.
- 7.2. You will be able to view Your Card Limits on Your B\\YOND internet banking platform profile.
- 7.3. There are maximum default Card Limits on Card for Your protection. If You wish to decrease Your limit, You may do so on the B\\YOND internet banking platform. If You would like to increase Your limit over and above Your maximum limit, You will need to apply for approval by contacting the Client Relationship Centre. If You have exceeded Your Card Transaction Limit, You will not be able to transact on Your Card and We will not be able to carry out any instruction from You for the amount that exceeds the Card Transaction Limit or if the Card Transaction results in You exceeding Your Card Transaction Limit.
- 7.4. We will not process any Card payment instructions if this will cause Your Card Transaction Limit to be exceeded.
- 7.5. Should payment be processed even if You have exceeded Your Card Transaction Limit, You are liable to pay Sasfin back the amount plus interest and charges.

## 8. NOTIFICATION SERVICES

- 8.1. We offer a notification service which notifies You of all Card Transactions. This is a value-add service which allows You to monitor all Card Transactions and may assist You to take steps to prevent further unauthorised Card Transactions.
- 8.2. The notification service is in addition to any statement You may receive.
- 8.3. You will receive a SMS or email message for all Card Transactions. It is Your responsibility to monitor Card Transactions.
- 8.4. You must provide Us with Your mobile number or email address in order for Us to send You notifications of Card Transactions. You are responsible for providing Us with the correct mobile number or email address and for ensuring that You update Your mobile number and email address for the purposes of the notification service. We will not be held liable for sending a notification of a Card Transaction to the incorrect mobile number or email address.
- 8.5. If You choose not to receive notifications, You will still be responsible for monitoring Your Card Transactions.
- 8.6. You may request for Your details to be changed or updated on the B\\YOND internet banking platform or by contacting the Client Relationship Centre.
- 8.7. You must contact Us within 24 (twenty-four) hours of receiving a notification message of an unauthorised Card Transaction or within 24 (twenty-four) hours of receiving a notification message if there is an error or query on Your Account by calling the Client Relationship Centre. If We do not receive a query or notice of an error or unauthorised Card Transaction within this time, We will assume that the Card Transaction is authorised by You and You will be liable for the Card Transaction. **If You do not notify Us of an error or unauthorised Card Transaction within this time, it shall be presumed to be sufficient proof of Your negligence and You will bear the onus of proving the contrary.**
- 8.8. A notification message will be considered to have been received by You when We have sent it.
- 8.9. We cannot guarantee the accuracy or time within which a SMS or email notification message will be sent to You, as this is dependent on Your service provider and external service providers delivering the messages. If there is a dispute about whether or when You received a notification message, Our records will serve as proof of the date and time when the message was sent.
- 8.10. **You hereby indemnify and hold Sasfin harmless against any loss, expense, claim or damage (direct or indirect) arising from the notification service, whether caused by a third-party service provider, or for any other reason whatsoever. We make no warranty, guarantee, representation or undertaking as to the operation or functionality of the notification service.**

## 9. LOST OR STOLEN CARDS AND PINS

- 9.1. You must immediately report a lost or stolen Card by calling the Client Relationship Centre on the phone number set out below. If there is a delay in reporting a lost or stolen Card to Us, You will be considered negligent. This applies whether the lost or stolen Card is Your Card or an Additional Cardholder's Card.
- 9.2. If Your Card is retained by an ATM, You must report and stop it immediately by calling the Client Relationship Centre on the details below. You may also stop Your Card by using the Sasfin B\\YOND internet banking website or by using the Sasfin B\\YOND mobile App.
- 9.3. If Your Card or PIN have been lost, stolen or compromised or if You suspect that Your Card may have been fraudulently accessed or used, You must immediately notify Us to stop Your Card by calling the Client Relationship Centre on the details set out below, or by using the Sasfin B\\YOND internet banking website, or by using the Sasfin B\\YOND mobile App.
- 9.4. **When the Account or Card is disabled, it will no longer function, and You will not be able to use the Account or Card.**
- 9.5. **You are responsible and liable for any losses resulting from the use of Your Card by any unauthorised person.**
- 9.6. If Your Account is suspended, You may not be able to use the Card until the Account is no longer suspended.

## 10. EXCHANGE CONTROL REGULATIONS

- 10.1. If You use the Card outside the CMA, You will have to comply with exchange control regulations.
- 10.2. Any Card Transaction in a currency other than South African Rand will be charged to Your account at the Visa rate of exchange that applies at the date of settlement of the Transaction.
- 10.3. All Card Transactions will be shown in Your statement in Rand.
- 10.4. **You may not use Your Card to fund any international trading accounts. You may not use Your Card to purchase international crypto currencies.**
- 10.5. **We must report all Card Transactions outside the CMA to the South African Reserve Bank.**
- 10.6. We are obliged to report payments to a non-resident in terms of the SARBs BOPCARD Resident reporting rules.
- 10.7. **You must not use Your Card to participate in foreign lotteries or take part in online gambling activities. The South African Reserve Bank requires Us to decline to debit any such Card Transactions.**

## 11. DELIVERY OF CARDS

- 11.1. We will deliver Your Card and any replacement Card to You at an address chosen by You for delivery. We reserve the right to charge for delivery of replacement cards. In respect of international delivery, We charge for delivery. In order for Us to deliver Your Card to You, You authorise Us to hand Your Card to a courier company. While We will take all reasonable steps to ensure the safety and security of Your Card, it is Your responsibility to check that the package that Your Card is delivered in is not tampered with. If You believe that the delivery package has been tampered with, You must contact Us immediately. **You hereby indemnify and hold Sasfin harmless against any loss, claims or damage arising from Us handing over Your Card to a courier company.**
- 11.2. Your identity will need to be verified before We can give the new Card to You. You will be required to provide Your original Identity Document (ID) and proof of Your residential address (if requested), to Our courier in order for Your Card(s) to be released to You.
- 11.3. Acceptance by You of the Card from the courier is deemed acceptance of delivery of the Card from Sasfin.
- 11.4. If You do not wish to have Your Card delivered to You, You may collect Your Card from Us at the Sasfin head office.

## 12. ADDITIONAL CARDS

- 12.1. You may request Us to issue Additional Cards to Additional Cardholders. We may issue such additional Cards in Our discretion.
- 12.2. Once Additional Cards are issued to Additional Cardholders, the Additional Cardholder must activate the PIN by contacting the Client Relationship Centre. Additional cardholders will be entitled to conduct Transactions

on Your Account(s).

- 12.3. You will be able to view the Additional Card Limits on Your B\\YOND internet banking platform profile.
- 12.4. There are maximum default Additional Card Limits on Additional Cards for Your protection. If You wish to decrease the Additional Card Limit, You may do so on the B\\YOND internet banking platform. If You would like to increase the Additional Card limit over and above the maximum limit, You will need to apply for approval by contacting the Client Relationship Centre. If the Additional Cardholder has exceeded the Additional Card Limit, the Additional Cardholder will not be able to transact on the Additional Card and We will not be able to carry out any instruction from the Additional Cardholder for the amount that exceeds the Additional Card Transaction Limit or if the Additional Card Transaction results in exceeding the Additional Card Limit.
- 12.5. We will not process any Card payment instructions if this will cause the Additional Card Limit to be exceeded.
- 12.6. Should payment be processed even if You have exceeded Your Card Transaction Limit, You are liable to pay Sasfin back the amount plus interest and charges.
- 12.7. The Account holder will be held liable for all Card Transactions done by it as the Cardholder and for Card Transactions done by each Additional Cardholder, including any interest and any fees and charges payable to Us by the accountholder due to use of the Card.
- 12.8. You must ensure that any Additional Cardholders are notified of these Card T&Cs and comply with these Card T&Cs at all times. Should any Additional Cardholder not comply with these Card T&Cs, You will be liable for any loss which may arise as a result of such non-compliance.

### 13. EXPIRY OF CARDS

- 13.1. All Cards have an expiry date which is on the front of Your Card. You will not be able to use Your Card after the expiry date.
- 13.2. You may request Us to issue a new Card prior to Your Card expiring.
- 13.3. You must contact the Client Relationship Centre to issue You with a new Card. The new Card will have the same Card Limits as Your existing Card.

### 14. DISPUTES WITH MERCHANTS

- 14.1. A payment made to a merchant is final and cannot be reversed.
- 14.2. We will make payment from Your Account even if there is a dispute between You and the merchant. We will not comply with any instruction from You:
  - 14.2.1. to refuse to pay the merchant;
  - 14.2.2. to request a refund of money paid to the merchant.

### 15. FEES

- 15.1. Fees apply to the Card. We may charge You a fee for, inter alia, any of the following:
  - 15.1.1. issuing a Card to You;
  - 15.1.2. delivering a Card to You;
  - 15.1.3. issuing an Additional Card to Your Additional Cardholder;
  - 15.1.4. replacement Cards for lost, stolen or damaged cards;
  - 15.1.5. each Card Transaction done using Your Card;
  - 15.1.6. Card Transactions that are declined.
- 15.2. If there are insufficient funds in Your Account for the fees, Sasfin may suspend Your Account and Card temporarily or permanently. Unpaid fees will accrue interest.
- 15.3. We may increase the fees from time to time. We will notify You of any changes to the fees.
- 15.4. For more information about these and other fees that We may charge You, please refer to the pricing guide on [www.sasfin.com](http://www.sasfin.com) or contact the Client Relationship Center.

### 16. CANCELLING THESE CARD T&Cs

- 16.1. You may cancel these Card T&Cs at any time by notifying Us in writing that You would like to cancel them.
- 16.2. We may cancel these Card T&Cs at any time after giving You reasonable notice.
- 16.3. We may cancel these Card T&Cs without notice if any of the following happens (these events apply to You

or an Additional Cardholder):

- 16.3.1. You commit fraud or We suspect You to have done so;
  - 16.3.2. We believe that Your behaviour was inappropriate or suggests misconduct;
  - 16.3.3. You are in breach these Card T&Cs;
  - 16.3.4. Your Account is closed;
  - 16.3.5. We are required by law to cancel; or
  - 16.3.6. any representation, warranty or assurance You made or gave in connection with the application for the Account or any information or documentation You supplied is, in Sasfin's opinion, materially incorrect or if it changes.
- 16.4. If these Card T&Cs are cancelled, the full amount You owe Us for all Transactions is payable by You, You must return or destroy all cards in respect of Your Account(s) and You cannot withdraw or transfer any money from Your Account until all amounts owed to Us have been paid. We may keep sufficient funds in Your Account in order to ensure that We receive the full amount owing to Us.
- 16.5. After You have given Us Notice to cancel these Card T&Cs, Your Card will be cancelled.
- 16.6. The cancellation or termination of these Card T&Cs shall not affect such of the provisions of these Card T&Cs as expressly provide that they will operate after any such cancellation or termination or which, of necessity, must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 16.7. If these Card T&Cs are cancelled, You will still be responsible for the full amount You owe Us for all Card Transactions.
- 16.8. All transactions/purchases performed using the Card will be declined after the cancellation date.
- 16.9. You understand and agree that We may inform any merchant, credit bureau or agency or any other person entitled to such information of the cancelling of these Card T&Cs or the cancelling of Your Card as permitted by law.

#### **17. CHANGES TO THESE CARD T&Cs**

- 17.1. We have the right to change these Card T&Cs or add new terms and conditions. You will be notified that there have been material changes or that there are new terms and conditions.
- 17.2. The operation of the Card after notice to You of the changes will be considered to be Your acceptance of any changes. If You do not agree to the changes, You may cancel Your agreement with Us for the Card within 7 (seven) business days of receiving a notice of any change. If We do not receive a notice from You of Your intention to cancel these Card T&Cs, You will be deemed to have accepted the new terms and conditions.

#### **18. GENERAL**

- 18.1. You warrant that You have the necessary legal capacity and authority to enter into and be bound by these Card T&Cs.
- 18.2. By using Your Card, You are considered to have read and understood the Card T&Cs and all applicable terms and conditions that apply to You. You warrant that You have accepted such terms and conditions and agree to be bound by them.

#### **19. SASFIN'S CONTACT DETAILS**

- 19.1. Sasfin's Client Relationship Centre may be contacted by:  
Calling: 080 23 23 23 6 (24 hours); or  
Email: [customerservice@sasfin.com](mailto:customerservice@sasfin.com)
- 19.2. For compliments or complaints, please email [customercare@sasfin.com](mailto:customercare@sasfin.com)