

TERMS AND CONDITIONS FOR THE USE OF THE EPE CARD AND ACCOUNT

1. DEFINITIONS

- 1.1. **"Bank"** means African Bank Limited, a public company registered in South Africa as a bank in terms of the Banks Act, 1990 (registration number: 2014/176899/06) and an authorised financial services provider (FSP 46094) and/or any other bank or financial institution with which EasyPay enters into a sponsoring arrangement for the EPE Account and EPE Card;
- 1.2. **"Biometrics"** means an EPE Customer's fingerprint(s) captured during registration at an EPE Branch which is used as a security and authentication measure in respect of EPE Card Transactions requiring biometric authentication or verification;
- 1.3. **"Complaint"** means an expression of dissatisfaction by a person to the Bank, to the knowledge of the Bank, to EasyPay, relating to a product/service provided or offered by EasyPay which indicates or alleges, regardless of whether such an expression or dissatisfaction is submitted together with or in relation to a customer query, that –
 - 1.3.1. the Bank or EasyPay provider has contravened or failed to comply with an agreement, law, rule or code of conduct which is binding on the Bank or to which it subscribes;
 - 1.3.2. the Bank or its EasyPay's maladministration or willful or negligent action or failure to act has caused the person harm, prejudice, distress or substantial inconvenience; or
 - 1.3.3. the Bank or EasyPay has treated the person unfairly.
- 1.4. **"Contact Centre"** means the contact centre operated by EPE to be contacted on **0860 994 162**;
- 1.5. **"EasyPay"** means EasyPay Financial Services Proprietary Limited, a private company duly incorporated in South Africa (registration number: 1998/020799/07) and a registered financial services and credit provider (NCRCP633);
- 1.6. **"EPE"** means the EasyPay Everywhere Card programme and products facilitated by EasyPay, through its sponsoring arrangement with the Bank;
- 1.7. **"EPE Account"** means the transactional or savings account opened by the Bank and held in the name of the EPE Customer, for the purposes set out in these Terms and Conditions;
- 1.8. **"EPE Account Fees"** means the fees charged for every EPE Card Transaction performed by the EPE Customer, and all other fees and charges relating to your EPE Account listed in the EPE Brochure;
- 1.9. **"EPE Branch"** means any of the EasyPay branches located in all provinces of South Africa;
- 1.10. **"EPE Brochure"** means the EasyPay Everywhere Brochure, containing the schedule setting out all of the fees which EasyPay charges for every EPE Card Transaction performed by the EPE Customer, and all other fees and charges relating to your EPE Account which is available for download from the website at www.epe-online.co.za/easypayeverywherebrochure;
- 1.11. **"EPE Card"** means a MasterCard-branded debit card issued by EPE to an EPE Customer, with EPE branding and which is linked to the EPE Customer's EPE Account opened by the Bank;
- 1.12. **"EPE Card Transaction"** includes, but is not limited to, any EPE Account-based transaction made using an EPE Card and PIN or Biometrics for the purposes of paying for any goods or services at a POS Device, withdrawing cash, doing an electronic funds transfer or transacting using any other channel;
- 1.13. **"EPE Customer" / "you" / "your"** means a person in whose name an EPE Account has been opened and to whom an EPE Card has been issued by EasyPay;
- 1.14. **"Dormant Account"** means an EPE Account that has had no EPE Customer initiated EPE Card Transactions for such a period as the Bank, at its discretion, may determine from time to time;
- 1.15. **"EPE Dormancy FAQs"** means the *Frequently Asked Questions* document published by EPE which is available at <https://www.epe-online.co.za/faq/easypay-banking-faqs#dormant-accounts> to EPE Customers and which sets out the key terms and conditions governing EPE's position on Dormant Accounts;
- 1.16. **"FICA"** means the Financial Intelligence Centre Act, 2001;
- 1.17. **"Merchant"** means a supplier of goods and services, and includes an ATM owner;
- 1.18. **"PIN"** means the personal identification number chosen by an EPE Customer and which is used as a security and authentication measure in respect of EPE Card Transactions requiring a PIN;
- 1.19. **"POS Device"** means a device enabled to accept EPE Cards for the purposes of payment for goods and/or services;
- 1.20. **"Terms and Conditions"** means this agreement which sets out the terms agreed by you with EasyPay and all annexures to it, including the terms of the EPE Brochure as may be amended from time to time;
- 1.21. **"we" / "us" / "our"** means the Bank and EasyPay (and its applicable affiliates) and its authorised agents.

2. IMPORTANT TERMS

- 2.1. **Your use of the EPE Account and the EPE Card is subject to these Terms and Conditions.**
- 2.2. **These Terms and Conditions, together with the information you provided and confirmed using Biometrics during registration, as well as the information set out in the EPE Brochure constitute a binding agreement between you and us.**
- 2.3. **There are clauses in these Terms and Conditions that require your careful consideration. To assist you, those terms where you are required to pay specific attention, acknowledge any facts or which indemnify or limit liability, appear in bold font below.**
- 2.4. **You acknowledge that you have read and understand the importance of all of the provisions in these Terms and Conditions, including without limitation, the clauses in bold font.**
- 2.5. **You further acknowledge and agree that nothing in these Terms and Conditions is intended to unlawfully restrict, limit or avoid any rights or obligations created in terms of the Consumer Protection Act, 2008.**
- 2.6. **By using your EPE Card and EPE Account you will be deemed to have accepted these Terms and Conditions.**
- 2.7. **We can change the Terms and Conditions at any time, provided we give at least 20 business days prior notice to you. However, it is your responsibility to keep up to date with the Terms and Conditions, so please check on our website (www.epe-online.co.za) for the latest version. Publication of such amendments will constitute valid notice of the amendment to you. However, if you do not agree with the amendments then you must notify us that you wish to close your EPE Account. If you do not notify us that you wish to close your EPE Account, then you will be deemed to have accepted the amendments to the Terms and Conditions.**

3. EPE CARD

- 3.1. **The EPE Card will remain the property of the Bank.**
- 3.2. Your EPE Card may only be used in South Africa.
- 3.3. You need to keep your EPE Card information safe and not share it with anyone else.
- 3.4. You cannot use the EPE Card for anything illegal or harmful.

- 3.5. When you receive the EPE Card you must immediately sign the signature panel on the back with a pen.
- 3.6. You are the only person who may use the EPE Card. You may not transfer the EPE Card or authorise any other person to use the EPE Card.
- 3.7. We will not process or store any information of third party assistance or curatorship at any EPE Branches.
- 3.8. You will be liable for all amounts owing on your EPE Account in terms of these Terms and Conditions, including without limitation, in respect of the EPE Account Fees.
- 3.9. The EPE Card is valid from the date of issue until the expiry date reflected on the EPE Card.
- 3.10. We will notify you as to when you will be issued with a new EPE Card, as well as when you will be required to collect your new EPE Card from an EPE Branch.
- 3.11. EasyPay may from time to time and in its sole discretion continue to enable the usage of the EPE Card following the expiry date and before the issue of a new EPE Card. In this regard EasyPay shall be entitled, in its sole discretion, to enable continued usage, cancel, suspend and revoke an expired EPE Card as it deems fit, and you will have no claim of any nature and howsoever arising against us in this regard.
- 3.12. We will be entitled, at any time and in our sole and absolute discretion, to:
 - 3.12.1. require you to return the EPE Card; or
 - 3.12.2. cancel or suspend your use of the EPE Card, and we will not be liable for any damages or loss suffered by you as a result.

4. EPE SERVICES AND REQUIRED CONSENT

- 4.1. EasyPay manages the EPE Card.
- 4.2. EasyPay is responsible for issuing all EPE Cards.
- 4.3. EasyPay is responsible for hosting EPE Accounts.
- 4.4. EasyPay is also responsible for facilitating the transactions in the EPE Account and through the EPE Cards.
- 4.5. EasyPay provides support and enabling services to support the EPE Account and your needs as an EPE Customer.
- 4.6. The EPE Card does not come with any guarantees, purchase protection, insurance, other promises or services.
- 4.7. Our Privacy Policy available at <https://www.epe-online.co.za/media/ze1o4zv4/lesaka-technologies-sa-privacy-policy.pdf> tells you how we will use your personal information in compliance with the Protection of Personal Information Act, 2014 ("POPIA").
- 4.8. When you share your personal information with us, you agree that we can use and share it so we can communicate with you and keep important records (like for legal, credit checks or accounting reasons).
- 4.9. You also agree that we can share your personal information with EasyPay and the Bank, third party service providers for purposes of conducting any credit checks and regulatory authorities if it is needed for you to use your EPE Card or for us to comply with the law.
- 4.10. You expressly agree that EasyPay, and its Affiliates may use some of your historical data to assess if you are eligible for products offered through the EasyPay platform.

5. EPE ACCOUNT FEES

- 5.1. The EPE Account Fees are set by us and are recorded in the EPE Brochure as well as in the EPE Dormancy FAQs.
- 5.2. All EPE Account Fees are subject to change and amendment at our discretion. We will notify you of these amendments by updating the EPE Brochure and the EPE Dormancy FAQs (to the extent required).
- 5.3. Some EPE Account Fees are payable per month and some EPE Account Fees are payable every time you use your EPE Card:
 - 5.3.1. **Monthly EPE Account Fees** – You agree that we can deduct the monthly account Fees from your EPE Account in accordance with the EPE Brochure. You also agree that we will charge a fee on a Dormant Account in accordance with the terms of the EPE Dormancy FAQs. This fee charged on Dormant Accounts is not an additional fee over and above the EPE monthly account fee. If the amount in your EPE Account is zero, the EPE Account Fees (and any other fees which may be due to us) will be automatically deducted from your EPE Account when you next load funds onto your EPE Card.
 - 5.3.2. **EPE Card Transaction Fees** – You agree that we can deduct the transaction fee from your EPE Account when you use your EPE Card for a transaction in accordance with the terms of the EPE Brochure.
- 5.4. **You agree that we can collect any applicable EPE Account Fees due to us even if your EPE Card and EPE Account is inactive, dormant, blocked, expired or has been stopped.**
- 5.5. **It is your responsibility to keep your EPE Card information and PIN safe. You must never share your PIN or your EPE Card information with anyone including your family or any EasyPay staff.**
- 5.6. **Never tell anybody who offers to help, including anyone from EasyPay, the PIN. You must make sure that no one else uses your EPE Card.**
- 5.7. **You are responsible for everything that happens when your EPE Card is used even if you did not use it.**

6. DORMANT ACCOUNT

- 6.1. **The EPE Dormancy FAQs are summarised below, which is intended to be a summary for EPE Customers. EPE Customers are encouraged to read the full terms of the EPE Dormancy FAQs at the link provided.**
- 6.2. EPE and the Bank have adopted the following key terms in respect of Dormant Accounts:
 - 6.2.1. You will not be able to transact on a Dormant Account without providing proof of identity and undergoing the same identification and verification process as is required for any EPE Account.
 - 6.2.2. Once the EPE Customer has been correctly identified and verified, the Dormant Account will be subject to reactivation.
 - 6.2.3. EPE may close an EPE Account that has been dormant for a period specified by us, after providing written notification to you by SMS.
 - 6.2.4. Once the Dormant Account is closed, no interest shall accrue to the Dormant Account and any remaining credit balance will be paid to the Bank.
 - 6.2.5. Should you wish to claim any credit balance from a previously Dormant Account which has been closed, you should contact us or visit any EPE Branch with original positive identification.
 - 6.2.6. The Bank will thereafter take the necessary steps to initiate the unclaimed balance process and will strive to provide you with feedback within 48 (forty eight) hours.

7. LIABILITY AND INDEMNITY

- 7.1. **You must inform us if your EPE Card has been lost or stolen within 72 hours or if someone else knows your PIN. As soon as you do, we will take immediate steps to prevent it from being used to access your EPE Account.**

- 7.2. You agree that you are liable for all amounts debited to your EPE Account including amounts debited as a result of any unauthorised and/or illegal access to your EPE Account by third parties, made before you reported a lost or stolen EPE Card to us.
- 7.3. You may also be liable for any losses if you act negligently, without reasonable care or in breach of these Terms and Conditions and this has caused or contributed to losses, whether you have informed us or not.
- 7.4. If you act fraudulently or in any other criminal manner, you will be liable for all losses incurred in respect of your EPE Account.
- 7.5. You undertake –
- 7.5.1. to use your EPE Account and EPE Card in accordance with the provisions of these Terms and Conditions;
 - 7.5.2. not to perform EPE Card transactions that, together with the EPE Account fees, will exceed the available credit balance in your EPE Account; and
 - 7.5.3. to comply, at all times, with all applicable laws, including but not limited to FICA, when using the EPE Card.
- 7.6. Other than as a result of our reckless, criminal or misconduct, under no circumstances will we be liable to you for any loss or damages however such loss may be caused, including as a result of the Bank refusing to authorise or blocking any EPE Card Transaction on your EPE Account, or blocking your EPE Account and/or EPE Card, or the failure, malfunction or delay of any computer systems (hardware and software), electronic devices including POS Devices, mobile devices or networks required to access your EPE Account and/or use your EPE Card.
- 7.7. You indemnify us (i.e., hold us harmless) against all claims, damages and losses we may suffer as a result of your use of the EPE Account and/or EPE Card.
- 7.8. If you dispute or disagree with any EPE Card Transaction, you must make a Complaint within 3 (three) months of the EPE Card Transaction. If you do not do so, you will be deemed to have waived any right, for repayment or otherwise, which you may have against us in respect of such EPE Card Transaction, despite the circumstances of the EPE Card Transaction.
- 7.9. We will continue to attempt to charge EPE Account Fees against your EPE Account and you will remain liable to us until all amounts owing to us are settled.
- 8. SUSPENSION, CLOSURE AND TERMINATION OF EPE ACCOUNT**
- 8.1. You agree that we may close your EPE Account automatically after a period of dormancy (such period to be determined in the discretion of EasyPay) and following prior notice to you, as prescribed in the EPE Dormancy FAQs.
- 8.2. We will attempt to contact you to inform you of the status of your EPE Account in the event it becomes dormant and make 3 further attempts to contact you before your EPE Account is closed.
- 8.3. You agree that we can collect any EPE Account Fees due to us even if your EPE Account is dormant in accordance with the terms of the EPE Brochure and the EPE Dormancy FAQs.
- 8.4. Any claims for any available balances on dormant accounts must be made to the Bank and will be settled in accordance with the policies of the Bank (as set out in the EPE Dormancy FAQs).
- 8.5. If there are any balances in your EPE Account, the Bank will ensure the transfer and safekeeping of the balances.
- 8.6. Where your claim to the balances in your EPE Account has been verified, these balances will be refunded to your nominated bank account. We cannot perform cash pay outs at any EPE Branches.
- 8.7. If you leave the balances in your closed EPE Account for a period as prescribed in the Bank's policies you agree that these balances will be deemed to be forfeited by you.
- 8.8. Separately, if you suspect that your EPE Account, EPE Card or PIN has been compromised in any way, you must contact the EPE Contact Centre within 24 hours. Your EPE Account and EPE Card will be suspended immediately. You can go to any EPE Branch to re-activate your EPE Account and EPE Card.
- 8.9. If we suspect that your EPE Account, EPE Card or PIN has been compromised in any way, we may suspend your EPE Account and EPE Card and inform you telephonically within a reasonable time of the suspension. You can go to any EPE Branch to re-activate your EPE Account and EPE Card.
- 8.10. We can stop you from registering as an EPE Customer or stop, freeze, suspend or restrict your EPE Card, EPE Account or any transaction at any time, provided we give at least 20 business days prior notice to you: (i) if you break any of these Terms and Conditions or any law; (ii) if we find out that you have a criminal record (for fraud or any other crime); (iii) if we have a reasonable suspicion that you are using your EPE Card in a way that is harmful to us or anyone else; (iv) where your conduct results in a breach of our regulatory obligations (v) where the law compels us to do so or (vi) to protect our interests and reputation (for example, where we come across negative information or news about you in the media). We must comply with local and international laws, regulations, policies and requirements with regard to fraud, anti-money-laundering, counter-terrorist financing and sanctions.
- 8.11. Where your EPE Account has been frozen as a result of any of the items listed above, we will provide the notice to you to come into an EPE Branch and identify and verify yourself again for us to unfreeze your EPE Account.
- 8.12. Should you fail to attend the EPE Branch following such notice we may close your EPE Account.
- 8.13. You agree that we will continue to charge the EPE Account Fees while your EPE Account has been frozen.
- 8.14. You may close your EPE Account at any time at any EPE Branch.
- 9. DEBIT ORDER DISPUTES**
- 9.1. For any dispute relating to debit orders, you should first attempt to resolve the dispute with the party with whom the debit order was signed ("the User"). If this fails, you may contact the Contact Centre to report the disputed debit order.
- 9.2. All disputed debit orders will be dealt with in accordance with applicable laws. If you inform us of the dispute within 40 (forty) calendar days of the disputed debit order date, we will immediately credit your EPE Account and return the debit to the User.
- 9.3. If you inform us of the dispute after 40 (forty) calendar days of the disputed debit order date, we will send a request to the User's bank to provide proof of the debit order mandate.
- If the EPE Customer's bank is unable to provide such proof within 30 (thirty) calendar days, we will credit your EPE Account. If, however, the User's bank provides sufficient proof of the mandate, you must settle the dispute with the User directly.
- 9.4. Any dispute between you and a Merchant will not affect our rights and obligations including, without limitation:
- 9.4.1. our right to receive payment from you for EPE Card Transaction Fees; and
 - 9.4.2. the Bank's obligation to effect payments to Merchants and debit your EPE Account for such payments.
- 10. COMPLAINTS**
- 10.1. You may report Complaints to EasyPay's Complaints department on telephone number: **0860 995 308**, or email address: complaints@lesakatech.com. All Complaints will be dealt with in accordance with applicable laws and regulations.
- 10.2. If we do not resolve your Complaint or debit order dispute or if you are not satisfied with the outcome, you may contact the National Financial Ombud through any of the following channels:
- 10.2.1. address: 110 Oxford Road, Houghton Estate, Johannesburg, Gauteng, 2198
 - 10.2.2. telephone: 0860 800 900;
 - 10.2.3. WhatsApp: +27 (0)66 473 0157;
 - 10.2.4. sharecall: +27 (0)86 080 0900;
 - 10.2.5. e-mail: info@nfosa.co.za; and
 - 10.2.6. website: www.nfosa.co.za.
- 10.3. EasyPay is a licensed financial services provider in terms of the Financial Advisory and Intermediary Services ("FAIS") Act. If we do not resolve your FAIS complaint or if you are not satisfied with the outcome, you may contact the FAIS Ombudsman: Telephone number: 012 762 5000. Email address: info@faisombud.co.za. Website: www.faisombud.co.za.
- 11. ADDRESS AND PARTICULARS**
- 11.1. Your physical address provided to us, is the address which you choose where any documentation, notice or process of court may be delivered or served on you.
- 11.2. You must promptly advise us in writing of any change to your personal information. If you change your residential address or other information, you may be required to provide us with documentary proof before we accept the changes.
- 12. FICA DOCUMENTATION**
- 12.1. If we inform you telephonically that we require proper and legible FICA documentation, i.e., a valid South African identity document and/or valid proof of residence, you need to go to your nearest EPE Branch with the required documentation within 7 (seven) working days of the request.
- 12.2. We have the right to suspend your EPE Account if you fail to provide us with the requested FICA documentation within 3 (three) working days of the request.
- 13. ANTI-MONEY LAUNDERING AND COMBATING FINANCIAL CRIME**
- 13.1. We identify, and where required, verify the identity of the EPE Customers and, to the extent deemed necessary and/or required, their related parties at the time of on-boarding, and throughout the duration of the time that you have an EPE Account.
- 13.2. When establishing an EPE Customer's identity, we request and obtain a range of information about the EPE Customer. This information is provided to us in response to questions that we ask as part of the on-boarding process.
- 13.3. We may verify the EPE Customer's identity by comparing the information contained in relevant documents, or using electronic data issued, created and/or stored by reliable and independent third-party sources.
- 13.4. We may not establish a business relationship or conclude a single EPE Card Transaction with any person if we are unable to establish and verify the identity of the EPE Customer (and their related parties). In such instances, those persons cannot become EPE Customers.
- 13.5. In addition to and without limiting any of EasyPay's rights at law or otherwise, we can terminate a business relationship with an EPE Customer if we are unable to establish and/or verify the identity of that EPE Customer (and, in those cases deemed necessary and/or required, that EPE Customer's related parties).
- 13.6. We may conduct on-going due diligence, including monitoring of activities, EPE Card Transactions and, where necessary, establish the source of funds for an EPE Customer.
- 13.7. We will not knowingly enter into a business relationship or conclude a single EPE Card Transaction with any person or entity whose name appears on any recognised global sanctions list.
- 13.8. If you know that any information which you have provided to EasyPay has changed, you are required to notify EasyPay as soon as possible and by no later than 90 days after the change of the relevant information. In this respect, we suggest that you contact EasyPay or visit the nearest branch and enquire about how to resubmit the relevant documents.
- 14. CORPORATION FOR DEPOSIT INSURANCE**
- 14.1. The EPE Account is a qualifying product covered by the Corporation for Deposit Insurance ("CODI") up to the limit of R100 000 (One Hundred Thousand Rand) provided that you are a qualifying depositor as defined by CODI.
- 14.2. For more information on deposit insurance and CODI, visit the CODI website at www.resbank.co.za/codi or send an email to CODI directly at CODI@resbank.co.za
- 15. GENERAL**
- 15.1. If there is a difference between your records and ours, our records will be regarded as being correct, unless you are able to prove otherwise.
- 15.2. We will store, process and transmit customer data securely and in accordance with MasterCard and Payment Card Industry Standards.
- 15.3. You may not amend or vary these Terms and Conditions at all.
- 15.4. Any indulgence, leniency or extension of time which we may grant to you will not, in any way, prejudice us or preclude us from exercising any of our rights in the future.
- 15.5. These Terms and Conditions are governed by and interpreted according to the laws of South Africa and all disputes, actions and other related matters will be determined in accordance with South African law.
- 15.6. You consent to the jurisdiction of the Magistrates Court despite the amount in dispute.
- 15.7. You may not cede or assign or otherwise make over or dispose of any of your rights or obligations in terms of these Terms and Conditions.
- 15.8. Should any clause in these Terms and Conditions become illegal, invalid or unenforceable in any respect, the remaining clauses will not be affected and will continue to be valid.