

TERMS AND CONDITIONS FOR THE USE OF THE LESAKA EASYPAY 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 Lesaka EasyPay enters into a sponsoring arrangement for the Lesaka EasyPay Account and Lesaka EasyPay Card;
- 1.2. **"Biometrics"** means an Lesaka EasyPay Customer's fingerprint(s) captured during registration at an Lesaka EasyPay Branch which is used as a security and authentication measure in respect of Lesaka EasyPay 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 Lesaka EasyPay, relating to a product/service provided or offered by Lesaka 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 Lesaka 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 Lesaka 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 Lesaka EasyPay has treated the person unfairly.
- 1.4. **"Contact Centre"** means the contact centre operated by Lesaka EasyPay to be contacted on **0860 994 162**;
- 1.5. **"Dormant Account"** means an Lesaka EasyPay Account that has had no Lesaka EasyPay Customer initiated Lesaka EasyPay Card Transactions for such a period as the Bank, at its discretion, may determine from time to time;
- 1.6. **"FICA"** means the Financial Intelligence Centre Act, 2001;
- 1.7. **"Lesaka EasyPay"** means Lesaka Financial Services Proprietary Limited, a private company duly incorporated in South Africa (registration number: 1998/020799/07) and a registered financial services (FSP 46068) and credit provider (NCRCP633);
- 1.8. **"Lesaka EasyPay"** means the Lesaka EasyPay account programme and products facilitated by Lesaka EasyPay, through its sponsoring arrangement with the Bank;
- 1.9. **"Lesaka EasyPay Account"** means the transactional or savings account opened by the Bank and held in the name of the Lesaka EasyPay Customer, for the purposes set out in these Terms and Conditions;
- 1.10. **"Lesaka EasyPay Account Fees"** means the fees charged by Lesaka EasyPay to the Lesaka EasyPay customer for every Lesaka EasyPay Card Transaction performed by the Lesaka EasyPay Customer, and all other fees and charges relating to your Lesaka EasyPay Account listed in the Lesaka EasyPay Brochure;
- 1.11. **"Lesaka EasyPay Branch"** means any of the Lesaka EasyPay branches located in all provinces of South Africa;
- 1.12. **"Lesaka EasyPay Brochure"** means the Lesaka EasyPay Brochure, containing the schedule setting out all of the fees which Lesaka EasyPay charges for every Lesaka EasyPay Card Transaction performed by the Lesaka EasyPay Customer, and all other fees and charges relating to your Lesaka EasyPay Account which is available for download from the website at <https://www.epe-online.co.za/learning-center/brochures/>;
- 1.13. **"Lesaka EasyPay Card"** means a MasterCard-branded debit card issued by Lesaka EasyPay to an Lesaka EasyPay Customer, with Lesaka EasyPay branding and which is linked to the Lesaka EasyPay Customer's Lesaka EasyPay Account opened by the Bank;
- 1.14. **"Lesaka EasyPay Card Transaction"** includes, but is not limited to, any Lesaka EasyPay Account-based transaction made using an Lesaka EasyPay 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;
- 1.15. **"Lesaka EasyPay Customer" / "you" / "your"** means a person in whose name an Lesaka EasyPay Account has been opened and to whom an Lesaka EasyPay Card has been issued by Lesaka EasyPay;
- 1.16. **"Lesaka EasyPay Dormancy FAQs"** means the *Frequently Asked Questions* document published by Lesaka EasyPay which is available at <https://www.epe-online.co.za/faq/easypay-banking-faqs/> to Lesaka EasyPay Customers and which sets out the key terms and conditions governing Lesaka EasyPay's position on Dormant Accounts;
- 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 Lesaka EasyPay Customer and which is used as a security and authentication measure in respect of Lesaka EasyPay Card Transactions requiring a PIN;
- 1.19. **"POS Device"** means a device enabled to accept Lesaka EasyPay 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 Lesaka EasyPay and all annexures to it, including the terms of the Lesaka EasyPay Brochure as may be amended from time to time;
- 1.21. **"we" / "us" / "our"** means the Bank and Lesaka EasyPay (and its applicable affiliates) and its authorised agents.

2. IMPORTANT TERMS

- 2.1. **Your use of the Lesaka EasyPay Account and the Lesaka EasyPay 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 Lesaka EasyPay 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 Lesaka EasyPay Card and Lesaka EasyPay Account you will be deemed to have accepted these Terms and Conditions.**
- 2.7. **We may change the Terms and Conditions at any time, provided we give at least 20 business days prior notice to you. You will receive an electronic communication, with a link to the updated Terms and Conditions. It remains your responsibility to review these changes on our website <https://www.epe-online.co.za/>. 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 Lesaka EasyPay Account. If you do not notify us that you wish to close your Lesaka EasyPay Account, then you will be deemed to have accepted the amendments to the Terms and Conditions.**

3. LESAKA EASYPAY CARD

- 3.1. **The Lesaka EasyPay Card will remain the property of the Bank.**
- 3.2. Your Lesaka EasyPay Card may only be used in South Africa.
- 3.3. You need to keep your Lesaka EasyPay Card information safe and not share it with anyone else.
- 3.4. You cannot use the Lesaka EasyPay Card for anything illegal or harmful.
- 3.5. When you receive the Lesaka EasyPay 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 Lesaka EasyPay Card. You may not transfer the Lesaka EasyPay Card or authorise any other person to use the Lesaka EasyPay Card.
- 3.7. We will not process or store any information of third party assistance or curatorship at any Lesaka EasyPay Branches.
- 3.8. You will be liable for all amounts owing on your Lesaka EasyPay Account in terms of these Terms and Conditions, including without limitation, in respect of the Lesaka EasyPay Account Fees.
- 3.9. The Lesaka EasyPay Card is valid from the date of issue until the expiry date reflected on the Lesaka EasyPay Card.
- 3.10. We will notify you as to when you will be issued with a new Lesaka EasyPay Card, as well as when you will be required to collect your new Lesaka EasyPay Card from an Lesaka EasyPay Branch.
- 3.11. You are responsible for renewing your Lesaka EasyPay Card once it has expired. Lesaka EasyPay may from time to time and in its sole discretion continue to enable the usage of the Lesaka EasyPay Card following the expiry date and before the issue of a new Lesaka EasyPay Card. In this regard Lesaka EasyPay shall be entitled, in its sole discretion, to enable continued usage, cancel, suspend and revoke an expired Lesaka EasyPay 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 Lesaka EasyPay Card; or
 - 3.12.2. cancel or suspend your use of the Lesaka EasyPay Card, and we will not be liable for any damages or loss suffered by you as a result.

4. LESAKA EASYPAY SERVICES AND REQUIRED CONSENT

- 4.1. Lesaka EasyPay manages the Lesaka EasyPay Card.
- 4.2. Lesaka EasyPay is responsible for issuing all Lesaka EasyPay Cards.
- 4.3. Lesaka EasyPay is responsible for hosting Lesaka EasyPay Accounts.
- 4.4. Lesaka EasyPay is also responsible for facilitating the transactions in the Lesaka EasyPay Account and through the Lesaka EasyPay Cards.
- 4.5. Lesaka EasyPay provides support and enabling services to support the Lesaka EasyPay Account and your needs as an Lesaka EasyPay Customer.
- 4.6. The Lesaka EasyPay Card does not come with any guarantees, purchase protection, insurance, other promises or services.
- 4.7. Our Privacy Policy available at [chrome-extension://efaidnbmnnnibpajpcgclefindmkaj/https://www.epe-online.co.za/media/ze1o4zy4/lesaka-technologies-sa-privacy-policy.pdf](https://www.epe-online.co.za/media/ze1o4zy4/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 Lesaka 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 Lesaka EasyPay Card or for us to comply with the law.
- 4.10. You expressly agree that Lesaka EasyPay, and its Affiliates may use some of your historical data to assess if you are eligible for products offered through the Lesaka EasyPay platform.

5. LESAKA EASYPAY ACCOUNT FEES

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

6. DORMANT ACCOUNT

- 6.1. The Lesaka EasyPay Dormancy FAQs are summarised below, which is intended to be a summary for Lesaka EasyPay Customers. Lesaka EasyPay Customers are encouraged to read the full terms of the Lesaka EasyPay Dormancy FAQs at the link provided.
- 6.2. Lesaka EasyPay 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 Lesaka EasyPay Account.
- 6.2.2. Once the Lesaka EasyPay Customer has been correctly identified and verified, the Dormant Account will be subject to reactivation.
 - 6.2.3. Lesaka EasyPay may close an Lesaka EasyPay 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 Lesaka EasyPay 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 Lesaka EasyPay 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 Lesaka EasyPay Account.**
 - 7.2. **You agree that you are liable for all amounts debited to your Lesaka EasyPay Account including amounts debited as a result of any unauthorised and/or illegal access to your Lesaka EasyPay Account by third parties, made before you reported a lost or stolen Lesaka EasyPay 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 Lesaka EasyPay Account.**
 - 7.5. **You undertake –**
 - 7.5.1. **to use your Lesaka EasyPay Account and Lesaka EasyPay Card in accordance with the provisions of these Terms and Conditions;**
 - 7.5.2. **not to perform Lesaka EasyPay Card transactions that, together with the Lesaka EasyPay Account fees, will exceed the available credit balance in your Lesaka EasyPay Account; and**
 - 7.5.3. **to comply, at all times, with all applicable laws, including but not limited to FICA, when using the Lesaka EasyPay 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 Lesaka EasyPay Card Transaction on your Lesaka EasyPay Account, or blocking your Lesaka EasyPay Account and/or Lesaka EasyPay 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 Lesaka EasyPay Account and/or use your Lesaka EasyPay 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 Lesaka EasyPay Account and/or Lesaka EasyPay Card.**
 - 7.8. **If you dispute or disagree with any Lesaka EasyPay Card Transaction, you must make a Complaint within 60 (sixty) calendar days of the Lesaka EasyPay 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 Lesaka EasyPay Card Transaction, despite the circumstances of the Lesaka EasyPay Card Transaction.**
 - 7.9. **We will continue to attempt to charge Lesaka EasyPay Account Fees against your Lesaka EasyPay Account and you will remain liable to us until all amounts owing to us are settled.**
- 8. SUSPENSION, CLOSURE AND TERMINATION OF LESAKA EASYPAY ACCOUNT**
- 8.1. You agree that we may close your Lesaka EasyPay Account automatically after a period of dormancy (such period to be determined in the discretion of Lesaka EasyPay) and following prior notice to you, as prescribed in the Lesaka EasyPay Dormancy FAQs.
 - 8.2. We will attempt to contact you to inform you of the status of your Lesaka EasyPay Account in the event it becomes dormant and make 3 further attempts to contact you before your Lesaka EasyPay Account is closed.
 - 8.3. You agree that we can collect any Lesaka EasyPay Account Fees due to us even if your Lesaka EasyPay Account is dormant in accordance with the terms of the Lesaka EasyPay Brochure and the Lesaka EasyPay 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 Lesaka EasyPay Dormancy FAQs).
 - 8.5. If there are any balances in your Lesaka EasyPay Account, the Bank will ensure the transfer and safekeeping of the balances.
 - 8.6. Where your claim to the balances in your Lesaka EasyPay Account has been verified, these balances will be refunded to your nominated bank account. We cannot perform cash pay outs at any Lesaka EasyPay Branches.
 - 8.7. If you leave the balances in your closed Lesaka EasyPay 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 Lesaka EasyPay Account, Lesaka EasyPay Card or PIN has been compromised in any way, you must contact the Lesaka EasyPay Contact Centre within 24 hours. Your Lesaka EasyPay Account and Lesaka EasyPay Card will be suspended immediately. You can go to any Lesaka EasyPay Branch to re-activate your Lesaka EasyPay Account and Lesaka EasyPay Card.
 - 8.9. If we suspect that your Lesaka EasyPay Account, Lesaka EasyPay Card or PIN has been compromised in any way, we may suspend your Lesaka EasyPay Account and Lesaka EasyPay Card and inform you telephonically within a reasonable time of the suspension. You can go to any Lesaka EasyPay Branch to re-activate your Lesaka EasyPay Account and Lesaka EasyPay Card.
 - 8.10. **We can stop you from registering as an Lesaka EasyPay Customer or stop, freeze, suspend or restrict your Lesaka EasyPay Card, Lesaka EasyPay 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 Lesaka EasyPay 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. **Notwithstanding the above, Lesaka EasyPay may, in certain circumstances, suspend, restrict, or terminate access to the Lesaka EasyPay Account without prior notice where it reasonably believes this is necessary to investigate or prevent fraud, financial crime, or any unlawful or suspicious activity.**
- 8.12. **Where your Lesaka EasyPay 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 Lesaka EasyPay Branch and identify and verify yourself again for us to unfreeze your Lesaka EasyPay Account.**
 - 8.13. **Should you fail to attend the Lesaka EasyPay Branch following such notice we may close your Lesaka EasyPay Account.**
 - 8.14. **You agree that we will continue to charge the Lesaka EasyPay Account Fees while your Lesaka EasyPay Account has been frozen.**
 - 8.15. **You may close your Lesaka EasyPay Account at any time at any Lesaka EasyPay 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 60 (sixty) calendar days of the disputed debit order date, we will immediately credit your Lesaka EasyPay Account and return the debit to the User.
 - 9.3. Any dispute between you and a Merchant will not affect our rights and obligations including, without limitation:
 - 9.3.1. our right to receive payment from you for Lesaka EasyPay Card Transaction Fees; and
 - 9.3.2. the Bank's obligation to effect payments to Merchants and debit your Lesaka EasyPay Account for such payments.
- 10. COMPLAINTS**
- 10.1. **You may report Complaints to Lesaka EasyPay's Complaints department on telephone number: 0860 995 308, or email address: easypaycomplaints@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 and 6th Floor, Claremont Central Building, 6 Vineyard Road, Claremont, Cape Town, 7708.
 - 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. Lesaka 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 Lesaka EasyPay Branch with the required documentation within 7 (seven) working days of the request.
 - 12.2. We have the right to suspend your Lesaka EasyPay Account if you fail to provide us with the requested FICA documentation within 3 (three) working days after expiry of the 7 (seven) working day period referred to above.
- 13. ANTI-MONEY LAUNDERING AND COMBATING FINANCIAL CRIME**
- 13.1. We identify, and where required, verify the identity of the Lesaka EasyPay 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 Lesaka EasyPay Account.
 - 13.2. When establishing an Lesaka EasyPay Customer's identity, we request and obtain a range of information about the Lesaka EasyPay 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 Lesaka EasyPay 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 Lesaka EasyPay Card Transaction with any person if we are unable to establish and verify the identity of the Lesaka EasyPay Customer (and their related parties). In such instances, those persons cannot become Lesaka EasyPay Customers.
 - 13.5. In addition to and without limiting any of Lesaka EasyPay's rights at law or otherwise, we can terminate a business relationship with an Lesaka EasyPay Customer if we are unable to establish and/or verify the identity of that Lesaka EasyPay Customer (and, in those cases deemed necessary and/or required, that Lesaka EasyPay Customer's related parties).
 - 13.6. We may conduct on-going due diligence, including monitoring of activities, Lesaka EasyPay Card Transactions and, where necessary, establish the source of funds for an Lesaka EasyPay Customer.
 - 13.7. We will not knowingly enter into a business relationship or conclude a single Lesaka EasyPay 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 Lesaka EasyPay has changed, you are required to notify Lesaka 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 Lesaka EasyPay or visit the nearest branch and enquire about how to resubmit the relevant documents.
- 14. CORPORATION FOR DEPOSIT INSURANCE**
- 14.1. The Lesaka EasyPay 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.