

## TERMS AND CONDITIONS FOR THE USE OF THE EASYPAY EVERYWHERE CARD AND ACCOUNT

### 1. DEFINITIONS

- 1.1. "ATM" means an automated teller machine;
- 1.2. "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);
- 1.3. "Biometrics" means a Cardholder's fingerprint(s) captured during registration which is used as a security and authentication measure in respect of Card Transactions requiring biometric authentication or verification;
- 1.4. "Cardholder" / "you" / "your" means a person in whose name an EPE Account has been opened and to whom an EPE Card has been issued;
- 1.5. "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;
- 1.6. "Complaint" means a Cardholder complaint denying that he/she entered into a particular Card Transaction, or otherwise disputing the validity of a Card Transaction;
- 1.7. "Contact Centre" means the contact centre operated by EPE. The number of the Contact Centre is **0860 994 162**;
- 1.8. "Disclosures" means the disclosures required in terms of the Financial Advisory and Intermediary Services Act, 2002, attached as Annexure A;
- 1.9. "EasyPay" means EasyPay Financial Services (Pty) Ltd, a private company duly incorporated in South Africa (registration number: 1998/020799/07) and a registered credit provider (NCR number: NCRCP 633);
- 1.10. "EPE" means the EasyPay Everywhere Card programme, with banking services rendered by the Bank;
- 1.11. "EPE Account" means the savings account opened by the Bank and held in the name of the Cardholder, for the purposes set out in these Terms and Conditions;
- 1.12. "EPE Card" means a MasterCard-branded debit card issued by the Bank to a Cardholder, with the EPE logo and which is linked to the Cardholder's EPE Account;
- 1.13. "EPE Card Transaction Fees" means the fees charged for every Card Transaction performed, and all other fees and charges relating to your EPE Account listed in the EasyPay Everywhere Brochure as set out in clause 17.9;
- 1.14. "FICA" means the Financial Intelligence Centre Act, 2001;
- 1.15. "Limits" means both local ATM and POS Card Transaction limits;
- 1.16. "Merchant" means a supplier of goods and services, and includes an ATM owner;
- 1.17. "PIN" means the personal identification number chosen by a Cardholder and which is used as a security and authentication measure in respect of Card Transactions requiring a PIN;
- 1.18. "POS Device" means a device enabled to accept EPE Cards for the purposes of payment for goods and/or services;
- 1.19. "Terms and Conditions" means this document and all annexures to it, including the Disclosures and the EPE Card Transaction Fees as may be amended from time to time;
- 1.20. "we" / "us" / "our" means the Bank and EasyPay and their authorised agents.

### 2. INTRODUCTION

- 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, 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 assume a risk, limit any of your rights, acknowledge any facts or which indemnify or limit/exclude our liability, appear in bold font below. 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. 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.**
- 2.4. **By using your EPE Card you will be deemed to have accepted these Terms and Conditions.**

### 3. EPE CARD

- 3.1. **The EPE Card will remain the property of the Bank. We will be entitled, at any time and in our sole and absolute discretion, to:**
  - 3.1.1. **require you to return the EPE Card; or**
  - 3.1.2. **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.**
- 3.2. The EPE Card is valid from the date of issue until the expiry date reflected on the EPE Card. On the expiry date, you will be issued with a new EPE Card, subject to these Terms and Conditions. You will be required to collect your new Card from a EasyPay Everywhere Financial Services branch.
- 3.3. When you receive the EPE Card you must immediately sign the signature panel on the back with a pen.
- 3.4. 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.

### 4. LIABILITY AND INDEMNITY

- 4.1. You must inform us if your EPE Card has been lost or stolen 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.
  - 4.1.1. **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 informed us of such unauthorised and/or illegal access.**
  - 4.1.2. **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.**
  - 4.1.3. If you act fraudulently you will be liable for all losses.
- 4.2. You undertake –
  - 4.2.1. to use your EPE Account and EPE Card in accordance with the provisions of these Terms and Conditions;
  - 4.2.2. not to perform Card Transactions that, together with the Card Transaction fees, will exceed the available credit balance in your EPE Account;
  - 4.2.3. not to perform Card Transactions that exceed the Card Transaction Limits that are applicable to your EPE Account;
  - 4.2.4. to comply, at all times, with all applicable laws, including but not limited to FICA, when using the EPE Card; and
  - 4.2.5. not to use your EPE Account or EPE Card for any unlawful purpose whatsoever.
- 4.3. **Other than as a result of our reckless conduct, under no circumstances will we be liable to you for any loss or damages however they may be caused, including as a result of the Bank refusing to authorise or blocking any 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.

- 4.4. **We will not be liable to you under any circumstances for consequential, indirect, special, punitive or incidental damages.**
- 4.5. It will, at all times, be your responsibility to check that when using your EPE Account and/or EPE Card all your Card Transactions are accurate and complete.
- 4.6. **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.**
- 4.7. **If you dispute or disagree with any Card Transaction, you must make a Complaint within 3 (three) months of the 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 Card Transaction, despite the circumstances of the Card Transaction.**
- 4.8. You will be liable for all amounts owing in terms of these Terms and Conditions, including without limitation, in respect of the EPE Card Transaction Fees.
- 4.9. **As security for your obligations set out in paragraph 4.8 above, the money in your EPE Account and all rights that you may have against us to claim payment of those monies will be subject to a first, perfected, and prior lien, security interest, and right of set-off in our favour and your rights are ceded in security in our favour as continuing, covering security for the payment in full of any amounts you may owe us whether in terms of these Terms and Conditions or otherwise.**
- 4.10. We may without notice to you, set-off any of your obligations to make payment to us under these Terms and Conditions against our liability to you in respect of any credit balance in your EPE Account. All amounts owing (or any part thereof) will be debited from the credit balance in your EPE Account and paid to EasyPay. If you have insufficient funds standing to the credit of your EPE Account, you will remain liable to us for any unpaid balance of the amounts owing which were not recovered from your EPE Account.

### 5. COMPLAINTS

- 5.1. You should report Complaints to the Contact Centre. All Complaints will be dealt with in accordance with applicable laws and regulations.
- 5.2. 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. 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. 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 User'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.
- 5.3. 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:  
Telephone number: 0860 800 900. WhatsApp number: 066 473 0157. E-mail address: info@nfosa.co.za.
- 5.4. Any dispute between you and a Merchant will not affect our rights and obligations including, without limitation:
  - 5.4.1. our right to receive payment from you for EPE Card Transaction Fees; and
  - 5.4.2. the Bank's obligation to effect payments to Merchants and debit your EPE Account for such payments.

### 6. CONSENTS AND DISCLOSURES

- 6.1. You consent to us –
  - 6.1.1. carrying out identity and fraud prevention checks on you, and, in this regard, to collect information about you from third parties;
  - 6.1.2. collecting, processing, retaining, storing, distributing and using your personal information, including your special personal information, as defined in the Protection of Personal Information Act, 2014 ("POPI"), to render the banking services set out in these Terms and Conditions, to further our legitimate business purposes, and to send marketing material from us and our affiliates to you, if you elected to receive marketing material during registration;
  - 6.1.3. providing your personal information to our successors in title, third party service providers, subsidiaries and affiliates or their successors in title for the express purpose of providing you with the banking services referred to in these Terms and Conditions, to further our legitimate business purposes, and to send marketing material and in this regard you also consent to us as well as the aforementioned parties storing and processing your personal information.
- 6.2. You should familiarise yourself with what the terms "process", "personal information" and "special personal information" mean, as these terms are set out in POPI.
- 6.3. We will be entitled to disclose your personal information where we are legally compelled to do so, or otherwise permitted to do so under applicable law.

### 7. FOREIGN TRANSACTIONS

Your EPE Card may only be used for transactions within the borders of South Africa.

### 8. FICA DOCUMENTATION

- 8.1. 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 EasyPay Everywhere Financial Services branch with the required documentation within 3 (three) working days of the request.
- 8.2. 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.

### 9. MONTHLY ACCOUNT STATEMENTS

- 9.1. You can view your EPE Account balance by dialing \*120\*3737# on your mobile phone.
- 9.2. You can request the EPE Contact Centre to email or fax your EPE Account statement to you by contacting the EPE Contact Centre.
- 9.3. You can request that your EPE Account statement be printed at any EasyPay Everywhere Financial Services branch.

### 10. NO INTEREST ON YOUR ACCOUNT

- 10.1. We will not pay interest into your EPE Account even if you maintain a positive credit balance.
- 10.2. We will communicate any changes via Our website ([www.epe-online.co.za](http://www.epe-online.co.za)) or SMS on the mobile number registered with your EPE Account.

### 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 will accept the changes.

## 12. SUSPENSION, CLOSURE AND TERMINATION OF EPE ACCOUNT

- 12.1. If you do not transact on your EPE Account for 3 (three) months in a row, your account will be regarded as **inactive**, and we will be entitled, but not obliged, to suspend your EPE Account and EPE Card. We will be entitled, but not obliged, to close your EPE Account 1 (one) month after such suspension.
- 12.2. If you suspect that your EPE Account, EPE Card or PIN has been compromised in any way, you must contact the EPE Contact Centre. Your EPE Account and EPE Card will be suspended immediately. You can go to any EasyPay Everywhere Financial Services branch to re-activate your EPE Account and EPE Card.
- 12.3. 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 EasyPay Everywhere Financial Services branch to re-activate your EPE Account and EPE Card.
- 12.4. You may close your EPE Account at any time at any EasyPay Everywhere Financial Services branch. Any money in your EPE Account at the time of closure will be transferred into a bank account nominated by you. We cannot perform cash pay-outs at the branches.
- 12.5. **We may, in our sole discretion and at any time, suspend or terminate your use of your EPE Account and EPE Card without any liability to you whatsoever. If we terminate your right to use the EPE Card it must be returned to us immediately or destroyed.**
- 12.6. The termination of an EPE Account by you or us will not affect:
- 12.6.1. any Card Transaction undertaken before the effective date of termination; or
- 12.6.2. the liability of any party in respect of things done or not done before the effective date of termination, and the provisions of these Terms and Conditions will continue in full force and effect.
- 12.7. **When your EPE Account is closed in terms of these Terms and Conditions, we will charge you the Account Closure Fee set out in the EasyPay Everywhere Brochure.**

## 13. MINORS

- 13.1. Should you be younger than 18 years of age you represent and warrant that you –
- 13.1.1. have obtained your guardian's consent to enter into these Terms and Conditions and open an EPE Account; or
- 13.1.2. are an emancipated minor; and
- 13.1.3. that you are older than 16 years of age.

## ANNEXURE A

### DISCLOSURES IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES, 2002 ("FAIS ACT")

#### PARTICULARS OF FINANCIAL SERVICES PROVIDER

EasyPay Financial Services (Pty) Ltd ("EasyPay") is an authorised financial services provider ("FSP") in terms of the FAIS Act. EasyPay receives variable commissions and other fees in respect of the intermediary services that it renders.

Registered Name: EasyPay Financial Services (Pty) Ltd  
Trading Name: EasyPay Financial Services  
Legal Status: Private Company  
FSP Number: 46068  
Registration Number: 1998/020799/07  
Physical Address: 4th Floor, President Place, Corner Jan Smuts Avenue & Bolton Road, Rosebank, 2196  
Postal Address: P.O. Box 2424, Parklands, 2121  
Telephone Number: 0860 994 162  
Website: [www.epe-online.co.za](http://www.epe-online.co.za)  
Compliance Department  
Telephone Number: 011 343 2000  
E-mail Address: [faiscompliance@lesakatech.com](mailto:faiscompliance@lesakatech.com)

EasyPay carries professional indemnity insurance cover and accepts responsibility for the actions of its authorised representatives.

EasyPay is authorised to render the following intermediary services:

- 1) Long-term deposits (exceeding 12 months)
- 2) Short-term deposits (12 months or less)

13.2. To the extent that you have entered into these Terms and Conditions in your capacity as a guardian for a minor child you:

- 13.2.1. represent and warrant that you have consented to the minor child entering into these Terms and Conditions; and
- 13.2.2. bind yourself jointly and severally as a surety for, and co-principal debtor *in solidum* with the Cardholder (being the minor child) in respect of all and any amounts which are now, or may become owing by the Cardholder(s) to us.

## 14. WAIVERS

**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. 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 cardholder data securely and in accordance with MasterCard and Payment Card Industry Standards.
- 15.3. We may amend these Terms and Conditions at any time. Publication of such amendments by any means we choose will constitute valid notice of the amendment to you and such amendments will be effective immediately, or as otherwise stated in the notice. **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.**
- 15.4. You may not amend or vary these Terms and Conditions at all.
- 15.5. 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.
- 15.6. These Terms and Conditions are governed by, and interpreted according to the laws of the Republic of South Africa and all disputes, actions and other related matters will be determined in accordance with South African law.
- 15.7. **You consent to the jurisdiction of the Magistrates Court despite the amount in dispute. In the event that we take legal action against you, you agree to pay our legal costs on an attorney and own-client scale as well as tracing agent charges and collection fees.**
- 15.8. 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.
- 15.9. **All fees and charges relating to your EPE Account are set out in the EasyPay Everywhere Brochure, which is available for download from the website at [www.epe-online.co.za/easypayeverywherebrochure](http://www.epe-online.co.za/easypayeverywherebrochure). The fees and charges are subject to change.**

#### PARTICULARS OF PRODUCT SUPPLIER

The EasyPay Everywhere card programme is brought to you by EasyPay Financial Services (Pty) Ltd, a subsidiary of Lesaka Technologies Proprietary Ltd, with banking services provided by African Bank Limited, registered in terms of the Banks Act, 1990 and an authorised FSP.

Registered Name: African Bank Limited  
Trading Name: African Bank Limited  
Physical Address: 59 16th Road, Halfway House, 1685  
Postal Address: Private Bag x170, Halfway House, 1685  
Telephone Number: 011 256 9000  
Website: [www.africanbank.co.za](http://www.africanbank.co.za)

EasyPay does not have any direct or indirect financial interest in the product supplier.

#### COMPLAINTS RESOLUTION PROCESS

Should you have any FAIS-related complaint, lodge your complaint in writing via post or fax to EasyPay (see details above).

Should you be dissatisfied with EasyPay's response to your complaint, you can contact the FAIS Ombudsman or the National Financial Ombud Scheme within 6 (six) months from receiving the response:

**FAIS Ombudsman:**  
Postal Address: P.O. Box 41, Menlyn Park, 0063  
Telephone: 012 762 5000  
E-mail Address: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)

#### National Financial Ombud Scheme:

Physical Address: 110 Oxford Road, Houghton Estate, Johannesburg, 2198  
6<sup>th</sup> Floor, Claremont Central Building, 6 Vineyard Road, Claremont, Cape Town, 7700  
Telephone: 0860 800 900  
WhatsApp: 066 473 0157  
E-mail Address: [info@nfosa.co.za](mailto:info@nfosa.co.za)  
Website: [www.nfosa.co.za/banking-ombudsman-landing/](http://www.nfosa.co.za/banking-ombudsman-landing/)