

## TERMS AND CONDITIONS FOR EASYPAY PERSON TO PERSON MONEY TRANSFER SERVICE

### 1. INTRODUCTION

- 1.1. These Terms and Conditions form part of and must be read together with the Terms and Conditions for the use of the EasyPay Everywhere Card and Account which apply to You as an EasyPay Everywhere Card holder. When You use the Service to send money, You are accepting all the Terms and Conditions.
- 1.2. **It is your responsibility to determine whether the Service is suitable for Your needs. You assume any risks that may result from using the Service and making yourself aware of these Terms and Conditions.**

### 2. DEFINITIONS

The following terms are used exactly as defined:

- 2.1. **"ATM"** means an EasyPay automated teller machine.
- 2.2. **"Bank"** means Grindrod Bank Limited, a public company registered in South Africa as a bank in terms of the Banks Act, 1990 (registration number: 1994/007994/06) and an authorised financial services provider (6317).
- 2.3. **"EasyPay Everywhere Channel"** means ATM, internet banking, cell-phone banking, mobile application, USSD banking, branches or any other channel that are communicated from time-to-time by way of electronic communication (SMS and/or social media posts)
- 2.4. **"Fees"** means the fees charged every time when You send money using the Service.
- 2.5. **"Prohibited Activity/ies"** means:
  - a. criminal or terrorist activities;
  - b. money laundering, bribery, tax evasion, corruption and fraud, as well as payments that improperly advantage any person; and
  - c. any other activities that are subject to sanctions or do not comply with applicable laws.
- 2.6. **"Receiver"** means the person who receives a Voucher and withdraws the money.
- 2.7. **"Redemption Period"** means 7 (seven) days from the date that You sent a Voucher to the Receiver.
- 2.8. **"Service"** means the capability for You to send money to Receivers and for the Receivers to collect the money.
- 2.9. **"Voucher"** means the automated system generated message containing the amount, date and Voucher Number that is sent to the Receiver.
- 2.10. **"Voucher Pin"** means the automated system generated Personal Identification Number associated with the Voucher which the Receiver uses together with the Voucher Number to withdraw the money.
- 2.11. **"Voucher Number"** means the unique reference number generated for the money transfer and that is sent to the cell-phone number of the Receiver, as provided by You.
- 2.12. **"We, US, Ours"** means the Bank and EasyPay Financial Services and their authorised agents.
- 2.13. **"You, Yours, Your"** means the EasyPay Everywhere Card and Account holder.

### 3. THE SERVICE

We provide the Service to You in order for You to send money to any Receiver.

### 4. SENDING MONEY USING THE SERVICE

- 4.1. You can send money to a Receiver through an EasyPay Everywhere Channel.
- 4.2. You must pay the amount to be sent to the Receiver.
- 4.3. If the Receiver has not withdrawn the money within the Redemption Period, the amount will be automatically refunded to Your EPE account.

- 4.4. If We suspect that the Service is being used for any Prohibited Activity, We may at our discretion suspend the sending of money and the Service at any time.
- 4.5. You may send a maximum of R3 000.00 (three thousand Rand) per transaction, however, the daily limit is R5 000.00 (five thousand Rand) and the monthly limit is R24 999.99 (twenty four thousand, nine hundred and ninety nine Rand).

## 5. RECEIVING MONEY WITH THE SERVICE

- 5.1. The Receiver will receive an automated message in the form of a Voucher on the cell number used by You to send the money and may only withdraw the money at an ATM.
- 5.2. The Receiver must manually enter the Voucher Number and Voucher Pin at an ATM.
- 5.3. Once the Receiver inserts the Voucher Number and Voucher Pin in the ATM the Receiver will receive the money in cash in South African Rands. The full amount of the Voucher must be withdrawn as partial withdrawals are not allowed.
- 5.4. The Receiver must withdraw the money within the Redemption Period.

## 6. FEES AND INTEREST

- 6.1. You will be obliged to pay the applicable fees when You send money using the Service. We will let You know about these fees before You use the Service. **All such fees are non-refundable.**
- 6.2. You will not receive any interest on the money during the time when the money is sent until the money is withdrawn or returned to You.

## 7. DISCLAIMERS

**You use the Service, and the Receiver withdraws the money at Your own risk. We are not liable under any circumstances beyond Our control, including any technical or other problems (interruption, malfunction, downtime, or other failures) that affect the Service, Our banking system, a third-party system or any part of any database for any reason. We are not liable for any direct, indirect, consequential or inconsequential damages or loss, no matter how the damage or loss is caused or under what circumstances any potential cause of action may arise.**

## 8. CHANGES TO THESE TERMS AND CONDITIONS

- 8.1. We may change these Terms and Conditions (and introduce new terms and conditions and changes in the fees and limits as well as in the Service We offer) and We will take reasonable steps to ensure that You are notified of such changes.
- 8.2. The latest version of these Terms and Conditions will apply to You each time You use the Service and You agree to the updated Terms and Conditions.
- 8.3. The Terms and Conditions are only capable of amendment or variation by Us.

## 9. CANCELLING THE SERVICE

- 9.1. You can stop using the Service at any time.
- 9.2. We may end our relationship with You without cause and stop You from using the Service by letting you know in writing. We do not have to give you notice, making the termination of Service immediate if:
  - 9.2.1. We believe or suspect You are using the Service wrongly or unlawfully (illegally) or for any Prohibited Activity;
  - 9.2.2. it is necessary to protect Us, our clients, our systems, or any Receiver;
  - 9.2.3. You have breached these Terms and Conditions; or
  - 9.2.4. We must do so for legal reasons.
- 9.3. If Our relationship with You ends, this means that You can no longer access or use the Service or the intellectual property with immediate effect.