

General Terms and Conditions

1. INTRODUCTION

- 1.1 These terms and conditions (the “**Terms**”) govern all transactional accounts held by the account holder (the “**Customer**”) with Access Bank South Africa Limited (registration number: 1947/025414/06) (“**Access Bank**”), or its co-brand partners and constitute an agreement between the Customer and Access Bank. By making use of the account or service, the Customer indicates that they have accepted the Terms.
- 1.2 In the Terms, “**you**” or “**your**” refers to the Customer and/or the Authorised Account User, as the context requires, and “**us**”, “**our**”, “**we**” or “**the Bank**” only refers to Access Bank.
- 1.3 These Terms are in addition to the terms and conditions which govern any other of your relationship with the Bank.
- 1.4 We wish to draw your attention to clauses in these Terms which could:
 - 1.4.1 limit our risk or liability;
 - 1.4.2 constitute an assumption of risk or liability by you;
 - 1.4.3 impose an obligation on you to indemnify us for any cause; or
 - 1.4.4 be an acknowledgement of any fact by you.
- 1.5 These clauses are underlined in these Terms.

2. STANDARD APPROVAL PROCESS

- 2.1 Any application for a new account or service is subject to the Bank’s approval. Before the Bank can approve a new account, we can investigate the Customer and / or any other users of the account. We may require personal information and supporting documents from the Customer in terms of our obligations under various laws, including FICA (defined below) and the Financial Advisory and Intermediary Services Act 37 of 2002 (the “**FAIS Act**”).
- 2.2 We may conduct certain checks to verify any information you provide, to ensure that the Customer meets our criteria and / or to comply with legislation.
- 2.3 You hereby consent to and agree that we may send and receive positive and negative information about you as we may require from time to time to or from credit bureaux, government or similar agencies, as part of our checking processes.

3. FICA

- 3.1 We are required by the Financial Intelligence Centre Act 38 of 2001 (“**FICA**”), to request certain information about you and any persons related or associated to you, and to verify that information by requesting documents that we believe is necessary or appropriate.
- 3.2 An account is considered non-compliant with FICA, if any of the required documentation is not on record or is invalid. In terms of industry practice, all accounts which do not comply with FICA will be frozen (i.e. you will not be able to transact). Prior to your account being frozen for being non-compliant, the Bank will attempt, using reasonable measures, to contact you in order to obtain the requested documentation. After [three] failed attempts have been made to contact you for the correct / updated / requested documentation, the Bank shall be obliged in terms of FICA and our internal policies to freeze the account until such time the requested documentation is received.

4. USING YOUR ACCOUNT

- 4.1 You will conduct the account in a manner acceptable to the Bank.
- 4.2 The Bank reserves the right to monitor the usage of the account, the nature of the transactions and the degree of compliance with and adherence to the Bank’s rules. Should we suspect that your account has been used fraudulently, unlawfully, negligently, for money laundering activities, or for the financing of terrorist and related activities, we may limit or suspend your account without notice to you.
- 4.3 We may debit the Account with any transactions undertaken by you.
- 4.4 You authorise us to accept instructions by electronic means.
- 4.5 You may not cede or assign any of your rights or obligations to the Account without the prior written consent of the Bank, which consent will not be unreasonably withheld.
- 4.6 Making Payments:
 - 4.6.1 Electronic Funds Transfer (“**EFT**”) payments may take two Business Days (or more) to reach the nominated beneficiary’s account, in line with South African banking standards, unless you request a special clearing service from us for the processing of the payment, at an additional cost. Certain beneficiaries may have special processing requirements that may delay the payment process further.
 - 4.6.2 Real time gross settlement payments (“**RTGS**”) executed over SWIFT and real time clearing (“**RTC**”) EFT payments are final and irrevocable. Accordingly, **we shall not be liable for any harm, loss or damage which may arise as a result of any incorrect payment instructions.**
 - 4.6.3 Successful RTGS and RTC payments can take between 60 seconds and 60 minutes to clear.
 - 4.6.4 We do not verify the account details or the identity of beneficiaries.
 - 4.6.5 **We are not liable for any losses or damages which may arise due to system, technical or manual failures, outside of our control.**
 - 4.6.6 Cancelling or Reversing Transactions
 - 4.6.6.1 We will not accept instructions to stop / reverse transactions of validly drawn instruments after they are presented for payment. We may (if possible) attempt to reverse an instruction, if the recipient’s account is held with us and the recipient gives us his/her written consent to do so. Certain instructions cannot be reversed or cancelled.
 - 4.6.6.2 Funds applied to a beneficiary’s account cannot be reversed without the informed consent of the beneficiary bank client.

5. DEBIT CARD

5.1 Responsibility of Card and PIN

- 5.1.1 The Customer must sign the Card on the reverse side with ink immediately after receiving it.

- 5.1.2 The Customer is the only person who may use the Card. The Card cannot be transferred to any other person for use.
- 5.1.3 The Customer acknowledges that the authentication measures are strictly confidential and must be known only by the Customer and must not under any circumstances be disclosed.
- 5.1.4 The Customer is responsible for the safekeeping and appropriate use of the Card.
- 5.1.5 The Customer shall take all necessary precautions to prevent the Card being lost, stolen or used by a third party and/or that any of the authentication measures become known to any unauthorised person.
- 5.1.6 The Customer must ensure that any record of the PIN is kept separate from the Card in a safe and secure storage location.
- 5.1.7 If the Card is lost or stolen, the Customer must notify the Bank immediately thereof and the Bank will stop the card. Delay in notifying the Bank will be considered as negligence on the Customer's part, and the Customer will be responsible for all cash drawn, including where the PIN is used to withdraw money and/or for payment of goods and services bought with the Card, before such time as the Bank has stopped the Card.
- 5.1.8 The fraudulent, incorrect, unauthorised or illegal use of the Card or the Authentication measures by the Customer, shall not relieve the Customer of the Customer's liabilities to the Bank in respect thereof.
- 5.1.9 The Customer acknowledges that the use of the Card and the authentication measures gives access to the account and the Customer information. **The Customer waives any claim(s) which the Customer may have against the Bank with reference to any damages, loss, liability or harm that the Customer may suffer as a result of such access and/ or use.**
- 5.1.10 **The Customer indemnifies the Bank against any damages, loss, liability or harm which the Bank may suffer as a result of such access and/ or use.**
- 5.1.11 The Card is valid until the last day of the month of the expiry date displayed on the Card as "valid date". The Card holder may only use the Card during the validity period. Should the Card expire, the Card holder may request the Bank to provide a replacement Card following the necessary verifications.
- 5.1.12 Although the Customer may request the Bank to increase or decrease the daily transaction limits, the Customer acknowledges that the Bank will within its discretion impose provisional limits on daily withdrawals and POS transactions at Merchants.
- 5.2 Card Use**
- 5.2.1 The Bank is authorised to debit or credit the Customer's Account with all Card transactions that are affected.
- 5.2.2 If there are insufficient funds in the account, the Bank will decline the Card transaction.
- 5.2.3 The Bank will decline any debit Card transaction in South Africa that relates to foreign lotteries or any online gambling activities to comply with South African lotteries and gambling laws.
- 5.2.4 You must inform the bank of your intention to use the Card outside of South Africa prior to such use in accordance with clause 6.3 below.
- 5.2.5 Any transaction or payment made in a currency other than South African Rand will be converted to South African Rand at the Visa or MasterCard rate of exchange that applies on the date of processing the transaction to your account. A fee will be charged in accordance with clause 6.4 below.
- 5.3 ATM, POS and Online Transactions**
- 5.3.1 The ATM and POS records shall be *prima facie* proof of the amounts withdrawn or paid to the Customer through the use of the Card by the Customer, entitling the Bank to debit or credit the Account, unless the Customer can prove otherwise.
- 5.3.2 The Customer uses the ATM at the Customer's own risk and the Bank will not be liable for any loss or theft resulting from the use of the ATM.
- 5.3.3 In the event of improper use of the ATM or POS, or unsuccessful attempts to key in the PIN, the Card will automatically be retained. When a Card is retained by the ATM, the Card will subsequently be destroyed. The Customer must request a replacement Card at any Branch. The Customer shall be liable for the Card replacement fee.
- 5.3.4 The Bank shall not be liable for any damage or loss suffered by the Customer arising out of:
- 5.3.4.1 an interruption or failure of power supply to an ATM or POS; or
- 5.3.4.2 any ATM or POS failure, malfunction or of the Customer's general use of ATM or POS services; or
- 5.3.4.3 any cause whatsoever which may result in the retention of the Card or it being defaced, torn, destroyed or rendered unusable, and shall not be held liable for any consequence resulting from same.
- 5.3.5 The Bank will not be liable to the Customer:
- 5.3.5.1 if any Merchant/Online Merchant refuses to accept the Customer's Card as payment; or
- 5.3.5.2 for any goods, purchased or services obtained with the Customer's Card, and the Customer will not have the right to claim anything from the Bank or to institute any counterclaim against or to apply set - off against the Bank on this basis.
- 5.3.6 A payment made to a Merchant is final and cannot be reversed unless the EMV rules allow it or if the Merchant duplicated payment for some reason.
- 5.3.7 No dispute between the Merchant/Online Merchant and the Customer will give the Customer the right to:
- 5.3.7.1 be exempted from the Customer's obligations for payment made by the Bank to the Merchant/ Online Merchant; or
- 5.3.7.2 instruct the Bank to stop any payment to a Merchant/ Online Merchant, or to reverse a payment which has already been made.
- 5.3.8 The Customer must lodge a dispute by completing a dispute form (which is available from [●]) and sending it to the Bank within 30 days of the transaction date, failing which the Customer waives its rights to enforce the claim.

- 5.3.9 The Bank will not be liable for any damages the Customer may suffer because of a network breakdown, systems failure, equipment malfunction and defect of the Customer's hardware/software or Internet infrastructure or resulting from events beyond the Bank's control.
 - 5.3.10 The contactless functionality will only be available at selected Merchants.
 - 5.3.11 The Bank may change these limits in accordance with industry limits and/or at its discretion.
- 5.4 Card Cancellation / Termination**
- 5.4.1 The Card remains the property of the Bank and is subject to immediate return to the Bank
 - 5.4.2 The Card is valid from the issuing date until notice from the Bank that the use of the Card is terminated, or the account is closed.
 - 5.4.3 The Bank retains the right, at any time to cancel, suspend, repeal or demand the return of the Card, without the Bank losing any right to any claim which the Bank may have against the Customer.
 - 5.4.4 If the Customer wants to terminate the right to use the Card, the Customer must notify the Bank and destroy the Card. If the Customer fails to destroy the Card as directed and it is used without the Customer's authority, the Customer will be held liable.
 - 5.4.5 If the Terms are terminated, the account holder/ Cardholder's full indebtedness to the Bank for all Card transactions remains due and payable, subject to the arrangements in place on the account.
 - 5.4.6 The account will not be closed, and the Card will not be cancelled until all outstanding authorisations have been settled with any Merchants.

6. INTERNATIONAL TRANSACTIONS

6.1 Card Transactions

- 6.1.1 The Bank is required to report all transactions that occur outside of Swaziland, Lesotho, Namibia and South Africa (the "Common Monetary Area") to the Financial Surveillance Department of the South African Reserve Bank ("SARB"), the South African Revenue Service ("SARS") and/or the Financial Intelligence Centre.
- 6.1.2 You must comply with Exchange Control regulations when processing transactions over your account outside the Common Monetary Area.
- 6.1.3 You must inform the Bank of your intention to use the Card outside of South Africa, at least two (2) Business Days before your departure.
- 6.1.4 Transactions made in a currency other than South African Rand ("Rand") will be converted to Rand at the Visa or MasterCard (as applicable) rate of exchange that applies on the date of processing the transaction to your account. A currency conversion fee will be charged for this service and will be added to the transaction amount. Access Bank may be required to report any transaction that occurs outside the Common Monetary Area to the South African Reserve Bank, the South African Revenue Service and the Financial Intelligence Centre.
- 6.1.5 Exchange Control Regulations currently allow for an individual customer who is a resident in whose name one or more cards has been issued, to make foreign exchange payments while temporarily abroad outside the Common Monetary Area.

These payments fall under a Customer's Annual Discretionary Allowance as published by the Financial Surveillance Department in the Currency and Exchange Manual for Authorised Dealers ("The Rulings").

- 6.1.6 Resident Customers can use Cards issued in their name for import payments up to an amount as published in The Rulings per transaction (including online transactions). Transactions larger than the permitted limit may not be split into smaller transactions. The Customer remains liable for any taxes and/or custom duties for the value of goods imported and must comply with any requirements imposed by customs.
- 6.1.7 Non-Resident can be issued a Card/s provided settlement takes place from a non-resident rand account and there are permissible funds available

6.2 Personal Transfers

- 6.2.1 Foreign National Customers declare:
 - 6.2.1.1 Should they be in possession of foreign assets, they will disclose the details to The Bank
- 6.2.2 Customers who remit funds abroad accumulated during their stay in the Common Monetary Area must be able to substantiate their source of funds e.g. proof of income. The value of such funds must be reasonably commensurate with their income generating activities in South Africa;
- 6.2.3 Customers that are unable to substantiate their source of funds will be limited in their transactions and only allowed to transact in accordance to the rules published by the Financial Surveillance Department in the Currency and Exchange Manual for Authorised Dealers ("The Rulings"); and
- 6.2.4 wanting to retransfer capital abroad are required to substantiate the original introduction of such funds into South Africa.
- 6.2.5 South African Citizen Customers
 - 6.2.5.1 South African citizens are awarded an Annual Single Discretionary Allowance to be used for any legal purpose abroad as outlined in The Rulings. The customer agrees to the stipulated transacting limits in The Rulings.
 - 6.2.5.2 A customer must be 18 years and older to avail their *Annual Single Discretionary Allowance*
 - 6.2.5.3 *If a Customer wishes to utilise their Foreign Investment Allowance, it must first obtain a valid Tax Compliance Status Pin in respect of Foreign Investment.*

6.3 Cross-border Payments and Remittances

- 6.3.1 Cross-border remittances are subject to compliance with the Currency and Exchange manual for Authorised Dealers
- 6.3.2 *The Bank as an Authorised Dealer must report all cross-border transactions to the Financial Surveillance Department of the SARB irrespective of the amount or currency involved*
- 6.3.3 *All cross-border transactions require a Balance of Payment application form.*
- 6.3.4 *Cross-border Payments may, under certain circumstances, require the Customer to provide Documentary Evidence or obtains further approval from the Financial Surveillance Department of the SARB. It is the responsibility of the Customer to contact the Bank should they require assistance and/or clarification in this regard.*

- 6.3.5 Remittance transactions done by SWIFT, (“Society of Worldwide International Financial Telecommunication”), to an Access Bank beneficiary account holder can be applied same day provided the following conditions are met
- 6.3.6 Transactions can only be executed to a person known to the remitter for the following Balance of Payment Categories:
- As a gift
 - Migrant worker remittances excluding compensation
 - Foreign national contract worker remittances excluding compensation
- 6.3.7 The customer is 18 years or older
- 6.3.8 Payment instructions are received by the receiving bank during working hours of the receiving bank
- 6.3.9 For payment reasons other than those stipulated in 6.3.6 same day credit is not guaranteed as the application of funds by the receiving bank may be subject to further documentary evidence requested from the beneficiary
- 6.3.10 *Same day credit for remittance transactions done by SWIFT to another bank account holder other than an Access Bank account holder are not guaranteed.*
- 6.3.11 Access Bank (South Africa) cannot be held liable for processing delays experienced by the receiving bank
- 6.3.12 Remittance instructions sent in US Dollar will be applied in US Dollar if the beneficiaries account is a US Dollar denominated account. Should the beneficiaries account not be a US Dollar denominated account the local currency equivalent will be credited at the rate of exchange applied by the receiving bank.
- 6.3.13 Fees apply to each transaction
- 6.3.14 A transaction can only be completed should the customer have sufficient funds in their account to cover both the fee and transaction value

7. ACCOUNT USER ACCESS RIGHTS

- 7.1 Only authorised account users may access the account.
- 7.2 We are entitled to act on all instructions from those persons the Customer has nominated as account users and to debit such transactions and for the actions and/or omissions of its account users.
- 7.3 **We are not liable for any delays in the payment or transfer of funds because of restrictions that apply to account users or access rights, whether such restrictions were set by the Customer or imposed by the bank for security and other risk management purposes.**
- 7.4 The Customer must acquaint itself with the restrictions and risks associated with granting persons access to its accounts and settling access rights on such accounts.
- 7.5 The Customer must provide correct and up to date information about its account users. The Customer is responsible for deciding and checking the access rights given to account users.
- 7.6 If an account is closed all account users’ access rights on that account will automatically terminate. This will not affect an account user’s right to access the client’s remaining accounts.

8. INTEREST

- 8.1 Where interest is payable by the Bank to you, interest is calculated on the daily balance in your account and paid

monthly. All interest rates are quoted ‘per annum’ (per year). The Bank can change the required balances, minimum account opening deposits and applicable interest rate from time to time. We will give you reasonable notice of such changes. The Bank’s Interest rates are made available on the Bank’s website, <https://southafrica.accessbankplc.com>.

- 8.2 In the event of the account being overdrawn either by reason of withdrawals exceeding deposits or other items being debited or bank charges or expenses, we are hereby irrevocably authorised to charge interest on the daily balance of the overdrawn position. The Bank will not charge you more interest than is allowed by law.

9. FEES AND CHARGES

We can charge the Customer for our products and services, which includes fees, taxes and penalty fees. We will debit the fees to the Customer’s account(s) in line with the pricing agreed between you and us or according to our published fees on the Bank’s website. We can change our fees from time to time. We will give you reasonable notice of such changes.

10. OUR RIGHTS IF YOU DO NOT PAY US

- 10.1 We may demand that you immediately pay us any amounts that are due and payable along with interest. If you fail either to pay us or make arrangements if you do not receive your statements. We may take legal action against you, without further notice to you.
- 10.2 No indulgence or relaxation by us to you or any party will be a waiver of our rights. We can combine any or all accounts that you as the Customer has with us, without prior notice to you and can set off any amount that you owe us against any amount we hold to the credit of the Customer for whatever reason.
- 10.3 If we elect to take legal action against you, a representative of the Bank (who need not prove his appointment) will produce a certificate to the court recording the amount you owe us. If you disagree with this certificate, you will have to prove that it is incorrect.

11. STATEMENTS

All transactions and fees are reflected on the Customer’s account statement. You have 30 (thirty) days from the date of statement (or the date of the transaction), whichever occurs first, within which to dispute any transaction or fee appearing on your statement. If you don’t do this, we can assume it is correct. **We will not be held liable for any loss or damage you suffer as a result of the unauthorised use of your account.**

11.1 E-Statements

11.1.1 Consent To E-Statement Delivery Method

11.1.1.1 By acceptance of e-Statements, you authorise the Bank to deliver your account statements electronically, to an email address provided by you to the Bank. Thereafter, the Bank will not send statements in paper format. When you enrol for this service, existing and new accounts opened will automatically be enrolled in this service.

11.1.1.2 There are no fees charged for electronic delivery of your e-Statements unless you requested duplicated copy(ies).

11.1.2 Delivery Of E-Statement

11.1.2.1 The Customer is responsible for the appropriate communication lines, connectivity, hardware and software specified by the Bank from time to time to ensure receipt of e-Statements.

- 11.1.2.2 The electronic statements will be delivered to the Customer's nominated e-mail address, as specified in the application form or as informed to the Bank at a later stage (the "**Customer Email Address**").
- 11.1.2.3 Should the Bank encounter a problem delivering your e-Statement (e.g. mailbox full) thus deemed undeliverable, the Bank reserves the right to cease the delivery of e-Statements.
- 11.1.2.4 The onus rests on you to inform the Bank if you did not receive your e-statement / statement and that the bank will resend a copy and additional charges might apply, pending investigation of the reason of non-delivery.
- 11.1.2.5 The Customer understands, that should there be changes to the Customer Email Address, the Bank will be adequately informed in writing of such changes. **The Bank will not be held responsible for the non-delivery of e-Statements, where invalid e-mail address information has been supplied by the Customer or for any other reason whatsoever.**
- 11.1.2.6 Customers have the right to terminate electronic statements at any time. To discontinue receiving your account statements electronically, the Bank requires written instructions to change statement delivery method.

12. INSTRUCTIONS BY EMAIL AND TELEPHONE

- 12.1 You may request that we accept instructions from you or your Authorised Representatives by email and/or telephone. You hereby confirm and understand that we will do so on the following basis.
- 12.2 We will not verify (check) that instructions were sent by yourself or your Authorised Representatives, using any of these indirect communication methods. Verification will only be executed by us where the veracity / authenticity of the email address is doubted. In such event, the Bank will verify the email address against the email address provided to the us previously.
- 12.3 We will act on the instructions as if face-to-face communications were used by you, apart from the time delay in fulfilling the request.
- 12.4 You understand that these indirect communication methods are not safe and carry greater risks than face-to-face communications. These risks include the risk that the communication may be intercepted or changed without your knowledge, or consent, or that unauthorised instructions may be sent to us.
- 12.5 We will only agree to accept and act on instructions sent using these indirect communication methods, on condition that you waive your right to claim against us for any loss or damage you might suffer because of this. You understand that we will not be liable to you or your Authorised Representatives for any loss or damage that you or they suffer because you chose to use these indirect communication methods.
- 12.6 **You will be legally liable to us, or any party, for any loss or damage we may suffer because of your decision to use these indirect communication methods.**
- 12.7 You are encouraged to request for an acknowledgment of

receipt return email from the Access Bank South Africa staff member attending to your request. You will be liable if an instruction is given more than once. If no acknowledgment of receipt on your or your Authorised Representatives instructions email is sent by the Access Bank South Africa staff member attending to your request, it must not be construed by you or your Authorised Representatives as the Bank not attending to the indirect communication.

- 12.8 **We are not liable for any errors, omissions or delays in transmission of any communication and transfers received through these indirect communications.**

13. DORMANCY

- 13.1 The Bank reserves the right to classify any account as dormant. The Bank will notify the client before an account is classified as dormant. An account is classified as dormant if there are no deposits into the account for a period of three hundred and sixty-five (365) days.
- 13.2 If the Customer does not respond to such notice within a reasonable period of time, the Bank reserves the right to close the dormant account where there were no deposits into the account for a period of five hundred and forty-five (545) days.
- 13.3 If an account is closed as result of dormancy, you may claim funds in that account within sixty-five (65) years from the date the account was closed.
- 13.4 If the account balance is in debit and the Bank has not recovered the amount owing after a period of time considered by the Bank to render the account overdue, the Bank may, at its discretion, elect to write-off the overdue amount on the account and/or record the debt against the name of the client and/or Account User with any credit bureau or similar agency after the necessary notice has been given to you. Any cards must be returned to us by the Customer if the account is closed.

14. PROTECTION OF PERSONAL INFORMATION

- 14.1 By entering into this relationship with the Bank, you consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources or third parties for credit, fraud and compliance purposes. You consent to us Processing your Personal Information in order to provide products and services to you in terms of this agreement and any other products and services for which you may apply.
- 14.2 Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third party's lawful interest is being protected or pursued.
- 14.3 We may process your personal information. Information includes amongst others: marital status, national origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, biometric information and your name. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- 14.4 We will treat your personal information confidentially and will not disclose it unless:
 - 14.4.1 We are legally compelled to do so;
 - 14.4.2 It is in the public interest to disclose your personal information;
 - 14.4.3 Our interests require disclosure; or
 - 14.4.4 You have given your consent.
- 14.5 Any queries can be directed to: popilinformationofficersa@accessbankplc.com

15. MARKETING CONTENT AND DIRECT MARKETING

- 15.1 The Bank requires your consent to inform you about our products and services. You may cancel, through the appropriate channel, any marketing information being sent to you at any given time.
- 15.2 Should you open an account as a result of direct marketing, you can cancel these Terms and close your account.
- 15.3 A cooling-off period of five Business Days after the account is opened, as a result of direct marketing, may apply where the account can be closed without any penalty.
- 15.4 The account can be closed by advising us in writing or by going to the nearest branch.

16. GOVERNING LAW, JURISDICTION & COSTS

- 16.1 These terms and conditions shall be interpreted in accordance with and governed by the laws of the Republic of South Africa, notwithstanding the fact that an instruction may originate from outside the borders of the Republic of South Africa.
- 16.2 The Customer agrees to the jurisdiction of the Magistrate's court in respect of any matter relating to the operation of the account, notwithstanding that the amount in issue may exceed the jurisdiction of such court. The Bank shall be entitled, in its discretion, to institute any such proceedings in any division of the High Court.
- 16.3 The Customer shall be liable for all legal costs, limited to legal costs on the so-called attorney and own client scale, collection charges and tracing fees, which the Bank may incur in recovering or attempt to recover money, which the Customer owes the Bank.

17. DOMICILIUM CITANDI ET EXECUTANDI

- 17.1 For the purpose of the Customer's *domicilium citandi et executandi*, the Customer's physical address, as provided by the Customer to the Bank, will be considered as the address which the Customer chooses as the address to which the Bank will send all legal notices, correspondence (unless an alternative correspondence type is preferred), statements (unless an alternative statement delivery method is chosen) and where any process of court may be served on the Customer. In the event the Customer chooses a different *domicilium citandi et executandi* than the above, the Customer must inform the Bank in writing of the chosen *domicilium citandi et executandi*.
- 17.2 The Bank chooses as its *domicilium*: Building 3, Inanda Greens Business Park, 54 Wierda Road West, Wierda Valley, Sandton, 2196.
- 17.3 Any correspondence and/or legal notice the Bank sends to the Customer's chosen *domicilium* shall be convincingly deemed to have been received by the Customer on the seventh Business Day of posting.
- 17.4 A party may change its *domicilium citandi et executandi* to any other address by written notice to the other party or, in the case of the Bank, to the Customer Email Address, to that effect, provided that a physical address shall also be given as a *domicilium citandi et executandi*, whenever a postal address is given. Such change of address will be effective after receipt of notice of the change of *domicilium citandi et executandi*. You can do this through any Access Bank Branch or the Access Bank Customer Care Centre. It may take up to seven Business Days to register the change.
- 17.5 All notices to be given in terms of these terms and conditions will;
 - 17.5.1 Be given in writing;

- 17.5.2 Be delivered by hand in which case it shall be deemed to have been received on the date of delivery by the party;
- 17.5.3 Be sent by registered post in which case it shall be deemed to have been received ten (10) business days after the date of posting.

18. ELECTRONIC COMMUNICATION

Any communication to be made between the Customer and the Bank in connection with these Terms may be made by electronic mail or other electronic means, if the Customer and the Bank notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means.

19. INDEMNITY

Please pay special attention to this clause.

- 19.1 The Customer hereby waives the Customer's rights in respect of and indemnifies the Bank against any demand, claim or action relating to, or in connection with the services, whether directly or indirectly, unless such demand, claim or action arose as a direct consequence of the gross negligence or wilful misconduct of the Bank or any of its employees.
- 19.2 Any demand, claim or action arising against the Bank in connection with these Terms be limited to direct damages (except where such demand, claim or action arose as a direct consequence of the Bank's gross negligence or wilful misconduct). Special or consequential damages are hereby specifically excluded.
- 19.3 The Customer indemnifies and holds the Bank harmless from:
 - 19.3.1 all harm, demands, claims, actions, losses and damages of whatsoever nature which may be brought against the Bank or which the Bank may suffer or incur arising from the Bank acting or not acting on any instruction, or arising from or out of the malfunction, product failure or unavailability of any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage medias, natural phenomena, riots, acts of vandalism, sabotage, terrorism, and any other events beyond the Bank's control, interruption or distortion of communication links or arising from the reliance by any person on incorrect, illegible, incomplete or inaccurate information or data contained in any instruction received by the Bank;
 - 19.3.2 any loss or damages that may arise from the use, misuse, abuse or possession of any third-party software, including without limitation any operating system software, browser software, or any other software packages or programs.
 - 19.3.3 any unauthorised access to the Customer's account or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft of, or damage to, any of the Customer's equipment; and
 - 19.3.4 where the Customer has requested receipt of e-Statements based on the electronic structures of the Customer, the Bank and third parties, which compel the electronic transfer of confidential data. The Customer indemnifies the Bank against claims and holds it harmless from all demands, damage and losses resulting from interception, miscommunication, non-delivery, delays, fraud and loss of data, or arising from risks associated in transmitting e-Statements.

- 19.4 The Bank is indemnified from loss, damage or theft to Customer's data, equipment and from an unlawful access or security breach to the Customer's data (including without limitation the account information, transactions, balances, passwords and any other information accessible).
- 19.5 The Bank is indemnified from any use, possession of any software used to acquire e-Statements as a service which include without limitation browser software, operating systems, 3rd party software, connectivity software or any other programs or software tools.

20. DISPUTE

- 20.1 Should any dispute arise at any time between the Bank and the Customer relating to the Terms, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**") by an arbitrator or arbitrators appointed by AFSA. The Customer agrees that in pursuance hereof, either the Customer or the Bank may demand that a dispute be referred to arbitration, by giving written notice to that effect to the other party.
- 20.2 This clause shall not preclude the Customer or the Bank from obtaining relief from a court with competent jurisdiction, pending the decision of the arbitrator.
- 20.3 The arbitration referred to herein shall be held at Johannesburg in the English language and shall be held immediately with a view to be completed within twenty-one (21) days after it is demanded. The Customer irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:
- 20.3.1 Shall be final and binding on the Customer;
- 20.3.2 Shall be carried into effect; and
- 20.3.3 May be made an order of court of competent jurisdiction.
- 20.4 Should the Customer be in arrears with any payment due by the Customer in terms of these Terms, a certificate given by any general manager, assistant general manager, senior manager, manager or administrator for the time being of the Bank (whose appointment and authority it is not necessary to prove) setting out such amount owing by the Customer in terms of these Terms, or any other fact, shall be prima facie proof of that amount and shall be valid as a liquid document or for the purpose of obtaining any order or judgment thereon against the Customer in any competent court.
- 20.5 The Customer that lives outside the borders of the Republic of South Africa, but has an account at the Bank, warrants that the Customer is aware of the South African Reserve Bank Regulations and that the Customer has complied therewith.

21. BREACH

- 21.1 Should the Customer breach any term, or fail to perform any of the Customer's obligations in terms of these or any other terms and conditions which the Customer may have with the Bank, the Bank shall be entitled, without notice, to cancel these Terms and withdraw the services with immediate effect, without prejudice to any rights which the Bank may have in law including, but not limited to, the Bank's right to recover:
- 21.1.1 Any amounts due to the Bank in terms of these Terms; and/or
- 21.1.2 Any loss or damage suffered by the Bank as the consequence of the breach by the Customer of these terms and conditions, or the cancellation of these Terms, or the withdrawal of the Bank's services.

22. ELECTRONIC SIGNATURES

Notwithstanding anything set out elsewhere in these Terms, any Electronic Signature (as defined in the Electronic Communications and Transactions Act 25 of 2002 ("**ECT Act**") to these Terms (or any other document in relation to these Terms) shall have the same legal validity and enforceability as a manuscript signature to the fullest extent permitted by applicable law, including in terms of the ECT Act, and the Parties hereby waive the right to raise any objection to the contrary.

23. AMENDMENTS

The Customer agrees to the Bank's right to change, repeal, place or add to any terms and conditions of these Terms, which amendment(-s) will not materially change the Customer's existing rights. In all other instances, the Bank will notify the Customer thirty (30) days in advance in writing or electronically before the proposed amendment (-s) become effective. Should no objections be received from the Customer within the said period, these Terms will be deemed to have been amended accordingly.

24. CUSTOMER'S WARRANTIES

- 24.1 You warrant to us, to your knowledge, that no litigation, arbitration or administrative proceeding is in progress, pending or threatened against you, or any of your assets, which could materially adversely affect your financial position. You also warrant to us that you are not in liquidation, sequestered, under curatorship or under business rescue (final or provisional) or other legal disability, nor are such process or proceeding in progress or threatened.
- 24.2 You warrant to notify us immediately if you are sequestered/ liquidated (including provisionally or finally) or placed in business rescue or other legal disability.
- 24.3 Where the Customer is in breach of these Terms the Bank shall be entitled to litigate against the Customer immediately and the Customer hereby consents to the jurisdiction of the South African Magistrates' Court having jurisdiction in respect of all proceedings arising from these Terms and the Customer shall be liable for all attorney-and-client costs (inclusive of all pre- and post-litigation charges, tracing charges, collection commissions and so forth) which may be incurred by the Bank. The Bank shall have the right, at its sole discretion, to institute any legal proceedings in the appropriate division of the High Court of South Africa having jurisdiction.

25. TERMINATION

- In addition to our right to terminate in accordance with clause 23:
- 25.1 We may close the account and cancel these Terms if the balance falls below any required minimum balance or otherwise at any time following the expiry of reasonable notice.
- 25.2 The Customer may terminate these Terms by notifying us in writing.
- 25.3 All transactions / instructions submitted before termination will be carried out. We are entitled to keep sufficient funds in the accounts to provide for amounts that may become due after termination. Once all pending transactions have been processed you may withdraw the remaining funds from the account. Any amount you owe us will remain due and payable on account closure.
- 25.4 The Bank reserves the right to classify any account as dormant. The Bank will notify the Customer before an account is classified as dormant.
- 25.5 If the Customer does not respond to such notice within the specified period of time, the Bank reserves the right to close

the dormant account. If this happens, the Customer may claim any funds in that account within 65 (sixty-five) years from the date of the last transaction on the account. If the account balance is in debit and the bank has not recovered the amount owing after a period of time considered by the bank to render the account overdue, the bank may at its discretion write-off the amount involved and/or record the debt against the name of the Customer and/or account user with any credit bureau or similar agency after the necessary notice has been given to you. Any cards must be returned to us if the account is closed.

25.6 Notwithstanding anything contained above, these agreements may be terminated at any time by the Bank or the Customer on having given such notice as may be required in respect of each service utilised, except that in the event of any change in any law or the application thereof, which would have the effect of prejudicing the Bank should it continue with the rendering of any service, the Bank shall be entitled to terminate these agreements on 48 (forty eight) hours written notice.

26. GENERAL

26.1 By completing the application process for the services, and subsequently entering the Customer's Password and Logon Verification Code number to gain access to services, the Customer has affected an electronic signature and agrees to be bound to the terms and conditions in force at that point in time as they may appear on the Bank's Internet website and as may be amended by the Bank from time to time.

26.2 In addition to these Terms, you will be bound by any tacit agreement between you and us relating to any of your accounts, the common law and by the present-day customs, procedures and practices.

26.3 No relaxation or indulgence granted by us to you or to any other party will be deemed to be a waiver of our rights, nor a replacement or waiver of our rights under these Terms with you.

26.4 We may terminate these Terms at any time by giving you reasonable notice of termination.

26.5 We reserve the right to refuse to open an account or accept a deposit.

26.6 In the event of fraud, suspected fraud, or if the law compels us to do so, we reserve the right to freeze or close your account and/or stop a service to you, without notice.

26.7 Every provision of the terms and conditions is deemed to be separate and severable. If any provision is found to be defective and unenforceable for any reason, the provision will be severed from the remaining provisions and that the validity of the remaining provisions will continue to be of full force and effect.

26.8 A reference to an enactment is a reference to that enactment as at the date of these Terms and as amended or re-enacted from time to time.

CUSTOMER COMPLAINTS

If you have any questions or complaints about your Account, please contact our Customer Care Centre:

Tel: 0861 102 205

Email: customercaresa@accessbankplc.com

Website: <https://southafrica.accessbankplc.com/>

If we do not solve your problem or you are not happy with the way that your problem was solved, please contact the Ombudsman for Banking Services:

27. GLOSSARY

27.1 **"Account"** means the account in the name of the Customer which is designated for the debiting and/or crediting of Card and or other transactions.

27.2 **"Authorised Account User"** refers to a user that is allowed to perform certain/all transactions on the Customer's account, with permission of the Customer and duly authorised by the Bank.

27.3 **"Application"** refers to the application for an account by the Customer and includes the application forms which have been approved.

27.4 **"ATM"** means Automated Teller Machine.

27.5 **"Authentication measures"** means the techniques, methods and processes used to verify the identity of the Customer and the debit Card transaction.

27.6 **"Bank"** means Access Bank South Africa Limited.

27.7 **"Balance of Payment Category"** are codes in numeric format that denotes the purpose and nature of a cross border payment for SARB reporting purposes

27.8 **"Business Day"** means any day other than a Saturday, Sunday or public holiday in South Africa.

27.9 **"Card"** means a debit card issued by the Bank.

27.10 **"Customer"** means an individual or business to whom an Account has been issued.

27.11 **"Card transaction"** means any one or combination or all of the following transactions by means of the Card:

27.11.1 withdrawal of cash at an ATM or POS;

27.11.2 depositing of cash at selected ATMs;

27.11.3 purchase of goods and/or services at POS;

27.11.4 obtaining an account balance at an ATM or at a branch;

27.11.5 purchasing of goods and services over the Internet through an online payment service; and/or

27.11.6 a Merchant using an online payment service.

27.12 **"EMV"** refers to Europay MasterCard and VISA.

27.13 **"Internet"** means a global network accessible through an Internet Service Provider, by any person or business.

27.14 **"Limits"** refers to ATM, POS, Online Purchases and daily Card transaction limits which are set or changed by the Bank, from time to time

27.15 **"Merchant"** means any business that sells goods and/or services and is enabled by a certified Bank to accept Cards as a payment method.

27.16 **"Online Merchant"** means a merchant who sells its goods and/or services over the Internet.

27.17 **"PIN"** means the personal identification number, selected by the customer, which is used as a security and an authentication measure.

27.18 **"POS"** a point-of-sale device at a physical location where a Merchant initiates a payment instruction.

BANKING OMBUDSMAN

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