

## TERMS AND CONDITIONS FOR THE USE OF YOUR PRE-PAID DEBIT CARD

The Pre-Paid Debit Card (the physical and or virtual card) will be issued by Ukheshe Technologies (Pty) (Reg No Ltd 2017/471522/07) (us/we) to the registered client, at the request of the tenant, subject to the following terms and conditions:

### 1. DEFINITIONS

In these terms and conditions, unless the context requires otherwise:

- 1.1. **account** means the client's prepaid card balance to which these terms and conditions apply.
- 1.2. **agreement** means the agreement between the parties as constituted by these terms and conditions
- 1.3. **ATM** means automated teller machine.
- 1.4. **card** means any physical or virtual payment card.
- 1.5. **card transaction** means any cash withdrawal, payment, inter-account transfer or deposit transaction made with the card from or to the client's account by using an ATM or other electronic device, and/or the purchase of goods/services from merchants who will accept the card.
- 1.6. **client** means the tenant's client who has registered with the tenant and has been issued a card by us.
- 1.7. **dormant account** means an account that has had no client-initiated debit or credit transactions for such a period as we, at its discretion, may determine from time to time.
- 1.8. **parties** means the Ukheshe/ tenant and the client.
- 1.9. **PIN** means personal identification number. This is a secret number selected by the client and which only the client knows. This number must be encoded on the card and is used as a means of user identification. The card must be encoded with a PIN before the client will be able to withdraw and deposit money and otherwise use the card at such compatible ATMs, point-of-sale terminals and other electronic devices as advised from time to time by the tenant.
- 1.10. **product specifications** means specific features of products offered by us, including but not limited to minimum deposits, minimum balances and service fees.
- 1.11. **tenant** means Telkom SA SOC Limited, registration number 1991/005476/30 acting as the program administrator who is responsible to administer and market the program and registering the clients.

## 2. AUTHORITY TO DEBIT YOUR CARD

- 2.1. The client hereby authorize us to debit your card:
  - 2.1.1. with any and all payments to merchants made by you using your card or where we act on any instruction from you.
  - 2.1.2. with any additional fees that may be charged through ATMs;
  - 2.1.3. with our standard service fees stated online and those of the tenant as notified to you from time to time, including (without limitation) card replacement fees and any and all applicable government levies in respect of the use of the card;
  - 2.1.4. where funds have been mistakenly added to the card, we may make an adjustment to the balance so that the correct amount is restored.
  - 2.1.5. the settled transaction amount may differ from the authorised amount on international currency transactions, due to the change in the rate of exchange fluctuation over the period between the authorisation and settlement leg of the transaction.
- 2.2. We shall not be liable for any transaction being dishonoured because of insufficient funds as a result of the debiting of fees.
- 2.3. If the charges or fees incurred from time to time exceed the remaining balance on the card from time to time, you agree to pay any outstanding amount to us on demand.

## 3. USE OF CARDS

- 3.1. Subject to product specifications, the client shall be entitled to operate the card at an ATM, a point-of-sale device and ecommerce transactions, with a PIN
- 3.2. the client must:
  - 3.2.1. not allow a third party to use the card and PIN;
  - 3.2.2. always take reasonable steps to keep the card safe and the PIN secret at all times;
  - 3.2.3. never disclose the PIN to a third party; ,
  - 3.2.4. never write down or record the PIN, anywhere
- 3.3. By keeping and/or using the card the client accepts all these terms and conditions in respect of the use of the card.
- 3.4. The client may not cede or delegate any of his rights or obligations in respect of the card or its use.
- 3.5. The card is valid from the time it is issued until the account is closed or the client's right to use the card is terminated in terms of clause 9. The client must immediately on receiving a physical card, sign the card on its reverse with a ballpoint pen.
- 3.6. We are the owner of the card and, when the account is closed for whatever reason, the client must give the card back to the tenant.
- 3.7. If the card, physical or virtual,:
  - 3.7.1. is lost, stolen or used wrongfully, including a phone containing a virtual card; or
  - 3.7.2. is used by any person other than the client the client must notify us or the tenant immediately. The client must also notify us or the tenant immediately if anyone obtains knowledge of his PIN or if he has reason to believe or suspect that this has happened. If the client has notified us verbally, the client must confirm his verbal notification in an email at [telkompaysupport@ukheshe.com](mailto:telkompaysupport@ukheshe.com) within 24 (twenty-four) hours. Delay in notifying us of the loss or theft will be deemed to be negligence on the client's part. It is the client's responsibility to ensure that every written notice is received by us.

3.8. We are entitled to debit the client's account with the amounts of:

- 3.8.1. all transactions not authorised by the client, but which have been carried out by means of the card and PIN before we have had the reasonable opportunity, after the verbal notification in terms of clause 3.7 above, to prevent any further unauthorised transactions.

#### 4. INTEREST

- 4.1. No interest will accrue on any credit or debit balances.

#### 5. WITHDRAWALS

Funds shall be available on demand, subject to the following limitations:

- 5.1. daily withdrawal limits at ATMs or Point of Sales;
- 5.2. minimum balance requirements;
- 5.3. product-specific withdrawal limitations.

#### 6. DEPOSITS

Subject to product specifications, there are limits to the number and amounts of deposits that can be made on the account. All limits will be made available on registration and updated online by the tenant from time to time. Any deposit exceeding the limits will be rejected and will not be accepted.

#### 7. TRANSACTION CHARGES AND ACCOUNT MAINTENANCE FEES

- 7.1. All transaction fees and account maintenance fees will be provided during registration and is also available online on the tenants webpage . Fees may change from time to time

#### 8. LIABILITY

We shall not be liable to the client for any damage or loss that the client may suffer as a result of the following:

- 8.1. any person gaining unauthorised access to any information or data;
- 8.2. incorrect information being given to any person, including any credit bureau;
- 8.3. us or the tenant processing any information incorrectly; and
- 8.4. a delay, failure or malfunction of any ATM or other device (electronic or manual) that the client uses to carry out transactions with the card.

## 9. TERMINATION

- 9.1. The client shall be entitled to cancel the agreement without prior notice to the tenant, but we or the tenant shall give reasonable prior notice of our intention to close the account except if the account is overdrawn or fraud or suspected fraud is occurring or has occurred on the account or compelled to do so in terms of court order or any breach of regulations, in which event we shall be entitled to close the account without prior notice.
- 9.2. On termination of the agreement we shall be entitled, at our discretion, to retain sufficient funds in the account to provide for amounts that may become due to us after termination.
- 9.3. On termination of the agreement the client's right to use any card that has been issued to him in respect of the account, will also be blocked and terminated. The client shall immediately return the physical card to the tenant. The card must be cut in pieces to prevent further use.

## 10. AMENDMENT OF TERMS AND CONDITIONS

- 10.1. We shall be entitled to change any of the terms and conditions contained in the agreement at any time. We and/or the tenant will give notice of material changes by notices.
- 10.2. Any amendment of the terms and conditions shall not constitute a novation of the agreement or of any previous obligation by the client to us.

## 11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 11.1. The client's personal information shall be treated as confidential and shall not be disclosed to any party other than the tenant, except in the following circumstances:
  - 11.1.1. when we are legally compelled to do so;
  - 11.1.2. when it is in the public interest to disclose;
  - 11.1.3. when disclosure is made at the client's written request or with his consent.

## 12. DOMICILIUM CITANDI ET EXECUTANDI

- 12.1. Notices will be sent to the e-mail or postal address or, where applicable, to the physical address specified on the client registrations form, which address you have chosen as your *domicilium citandi et executandi* for all purposes arising from this agreement.
- 12.2. It is the client's responsibility to ensure that we are kept informed of any changes to personal information, including address and contact details.

## 13. LEGAL COSTS

The client shall pay legal costs on the attorney-and-client scale, including all tracing fees and collection commission, which may be incurred by us, either when collecting any payment owing by the client or when exercising any of its rights arising out of any breach of the client's obligations in terms of the agreement.

## 14. JURISDICTION

At the option of us any claim arising hereunder may be recovered in any court having jurisdiction, irrespective of the amount of the claim, and the client hereby consents to the jurisdiction of that court. All parties agree that the magistrate court is the preferred court.

15. STATEMENTS

A statement reflecting all the debit and credit entries as well as the total debit or credit balance, as the case may be, shall be available through us on request, at a fee

16. DORMANT ACCOUNTS

- 16.1. An account will become dormant if the client has not initiated any debit or credit transactions on his account for such a period of sixty days or as the tenant may determine from time to time.
- 16.2. The client will not be able to transact on a dormant account without providing proof of his identity, and such account will be subject to reactivation.
- 16.3. We shall be entitled, after written notification to the client, at our sole discretion to close an account which has been dormant for such a period of sixty (60) days or as we may determine from time to time.
- 16.4. Thirty (30) days prior to closing the dormant account we shall use email and phone calls to inform the client that the account shall be closed.
- 16.5. Should the client wish to claim any credit balance from a previously closed account, the client should approach us with original positive identification. Subject to regulations, we will do the necessary to initiate the unclaimed-balance process, and will endeavour to provide the client with feedback within 24 hours.
- 16.6. The client shall not be entitled to claim any interest from the date of closure of the account.

17. GENERAL TERMS

- 17.1. Before opening an account, we or the tenant shall be entitled to follow up references or otherwise satisfy itself to the client's identity and suitability as an account holder. We shall be entitled to refuse to open an account or accept a deposit.
- 17.2. These terms and conditions read with the application, as amended or replaced by us from time to time, together with any other additional terms and conditions, as amended or replaced by us from time to time, shall form the whole agreement between the parties in connection with the client's prepaid card.
- 17.3. Product specifications, as amended by us from time to time, shall apply to the agreement.
- 17.4. Any latitude, indulgence or extension of time granted by us to the client shall not constitute a novation or waiver of our rights in terms of these terms and conditions. The failure by any party to enforce any provision of the agreement shall not in any way affect that party's rights in terms of these terms and conditions
- 17.5. We reserve the right to monitor the use of the product for assessing compliance with and adherence to regulations.

18. INTERPRETATION

18.1. For the purposes of the agreement, unless the context clearly requires otherwise:

18.1.1. the singular includes the plural and vice versa;

18.1.2. a reference to any one gender, whether masculine, feminine or neuter, includes the other two;

18.1.3. any word or expression defined in clause 1 and expressed in the singular includes the plural and vice versa, and a cognate expression has a corresponding meaning.

18.2. any reference to "day/s" shall be construed as being a reference to calendar days unless qualified by the word "business" in which instance a "business day" shall be any day other than a Saturday, Sunday and/or a public holiday as gazetted by the government of the Republic of South Africa from time to time;