



In consideration of HBZ Bank's Debit Card, the Cardholder hereby agrees to the following terms and conditions:

## 1. DEFINITIONS

- a) "Bank" means any bank branch of HBZ Bank Limited.
- b) "Debit Card" means the HBZ Bank Limited Debit Card issued to the Cardholder.
- c) "ATM" means an automated teller machine or any Debit Card operated machine or Self Service Device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank which accepts the Debit Card.
- d) "Debit Card Account" means the savings or current account maintained by the Bank which will be debited with the amount of all transactions of a Cardholder and all charges.
- e) "Statement of Account" means the account sent by the Bank to the Principal Cardholder.
- f) "Cardholder" means the Principal Cardholder or a Supplementary Cardholder who has been issued with a Debit Card.
- g) "Principal Cardholder" means the Cardholder in whose name the Debit Card Account is maintained.
- h) "Supplementary Cardholder" means a Cardholder nominated under Clause 3.
- i) "Debit Card Transaction" means the amount of any purchase of any goods and / or services, or Cash advance obtained by use of any Debit Card.
- j) "Cash Advance" means any cash advance obtained by use of the Debit Card, the Debit Card number or in any manner authorized by the Cardholder for debit to the Debit Card Account.
- k) "Charges" means any charges payable by a Cardholder to the Bank in respect of a Debit Card as notified by the Bank from time to time including without limitation, handling charges, interest, late fees, subscriptions, renewal fees, replacement fees, damages, legal costs and disbursements.
- l) "Merchant" means any corporate entity, person or other establishment willing to honour a Debit Card.
- m) "PIN" means the personal identification number issued to a Cardholder.
- n) Words importing any gender shall include all genders.
- o) "Contactless" means a card that enables data to flow between the card and the interfacing device without use of contact.

## 2. USE OF THE DEBIT CARD

- a) The Debit Card must be signed by the Cardholder immediately on receipt and shall only be used by the Cardholder during the validity period.
- b) All Debit Cards remain the property of the Bank and must be surrendered to the Bank upon demand / termination of the agreement.
- c) The Debit Card can be used to:
  - Withdraw cash and make balance enquiries from ATM's at participating banks or financial institutions nominated from time to time by the Bank,
  - Purchase goods and services from venues supporting VISA Cards, both in South Africa and outside of South Africa,
  - Withdraw cash from participating retailers in South Africa.
- d) The cardholder acknowledges that HBZ Bank Limited is obliged to report transactions occurring outside the Common Monetary Area to the South African Reserve Bank. Any transaction in a currency which is not that of the account will be converted into the currency in which the account is denominated at Visa's prevailing wholesale market rate of exchange, subject to any applicable exchange control regulations, on the date of posting of any such transaction to the account and shall be shown on the card holder's statement in South African Rands. The cardholder acknowledges that there may be a delay before a transaction effected by the cardholder in a foreign country is debited or credited, as the case may be, to the account and the cardholder agrees to bear the foreign exchange risk in respect of any such delay. All transactions effected by the cardholder in a foreign country shall incur a commission fee to be determined by HBZ Bank Limited from time to time. The fee will be included in the amount posted to the account in terms of the provisions of this clause.
- e) HBZ Bank Limited is obliged to comply with laws and policies relating to international and local anti-money laundering and Sanctions. HBZ Bank Limited will therefore screen, verify and process all cardholder - and related information and thereafter monitor all information, instructions and transactions by and on behalf of the cardholder and the business relationship on a continuous basis. This may result in the prohibition, limitation or delay in the execution of instructions or transactions and even in the suspension of the account and the declining or terminating of any transaction or the business relationship with the cardholder. To the extent permitted, HBZ Bank limited shall advise the cardholder of any action it intends to take in terms hereof. The cardholder acknowledges and confirms that HBZ Bank Limited, nor its employees, officers, or directors, shall be liable for any direct, indirect or consequential loss, damage, cost or expense whatsoever that may be suffered or incurred by the cardholder as a result of, arising from or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause.
- f) I have been informed of the limit applicable to the transactions and confirm that this limit will not be exceeded as a result of the conclusion of this transaction;
- g) I consent to this information being provided to the South African Revenue Service and / or the Financial Intelligence Centre.

## 3. SUPPLEMENTARY DEBIT CARDS

- a) The Bank may issue a Supplementary Debit Card for use by any person(s) (over 18 years of age) nominated by the Principal Cardholder as an authorized user on the Debit Card Account.
- b) The Principal Cardholder shall be liable for all Debit Card transactions of a Supplementary Cardholder and for any losses incurred by the Bank in connection with the use of the Debit Card by the Supplementary Cardholder (including losses as a result of a breach of these conditions).

## 4. THE DEBIT CARD ACCOUNT

- a) The Debit card will be linked to a savings or current account and the Terms and Conditions available at ([www.hbzbank.co.za](http://www.hbzbank.co.za)) applying to these accounts must be adhered to in addition to these Terms and Conditions.
- b) The Bank shall debit the Debit Card Account with the amounts of all Debit Card transactions, charges in respect of a Cardholder, any other liabilities of a Cardholder and any loss incurred by the Bank arising from the use and / or misuse of a Debit Card. The Principle Debit Card holder will be liable to pay the Bank all amounts so debited whether or not a Debit Card Transaction voucher is signed by a Cardholder.
- c) The Cardholder agrees that Debit Card Transaction vouchers will not be provided along with the statement of account. Request for a photocopy or microfiche copy will be provided at the sole discretion of the Bank if required within 21 days of the date of the statement of account and will be provided as documentary proof for a charge as per the schedule of charges available at ([www.hbzbank.co.za](http://www.hbzbank.co.za)). Provision of sales slip copies may take a minimum of 45 days subsequent to the Cardholders written request to the Bank. Copies of sales Vouchers will not be provided at all for any purpose if the transaction date is over 90 days.
- d) The amount of any Debit Card Transaction in a currency other than the currency of the Debit Card will be converted in to the currency of the Debit Card at a rate of exchange determined by the Bank for the date when the relevant Debit Card transaction is debited to the Debit Card Account.
- e) Charge as per the schedule of charges will be levied on all Debit Card transactions.

## 5. ISSUE, RENEWAL AND REISSUE OF DEBIT CARDS

- a) The Bank may, subject to satisfactory maintenance of the Debit Card Account, renew and replace any Debit Card which has expired or which has been lost. Charges will be levied for these cards as per the schedule of charges.
- b) Fees and any Bank charges to the Debit Card Amount are non-refundable.

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## 6. AMENDMENT

- a) The Bank may from time to time by giving prior written notice to the Cardholder change the terms and conditions of this agreement. Such charges shall apply on the effective date specified by the Bank and shall apply to all unpaid fees, cash advances, charges, cost and Debit Card transactions. Any agreement so notified shall be binding on the Cardholder.
- b) Retention or use of the Debit Card after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate the use of the Debit Card by giving prior written notice to the Bank and return the Debit Card cut in half to the Bank prior to the effective date.

## 7. INDEMNITY

- a) The Cardholder undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, which the Bank may incur by reasons of these terms and conditions or any breach thereof or the enforcement of the Bank rights as herein provided. All costs and expenses, including legal costs and attorney's fees incurred by the Bank in enforcing and seeking to enforce these terms and conditions or otherwise, may be debited to the Debit Card Account and shall be paid by the Cardholder.
- b) The Cardholder agrees that the PIN may be sent by post to him at his own risk.
- c) The Cardholder may at any time notify the Bank in writing of his intention to convert his Debit Card from its existing type to another available type, and such a request shall be subject to approval by the Bank, payment of a conversion fee and to such other Terms and Conditions as the Bank may require.
- d) If the Bank approves the request of the Cardholders to convert his Debit Card, all charges and other liabilities under the Debit Card Account shall be transferred to the New Debit Card Account. It is also understood that, if the Bank approves the conversion, the fate of any benefits earned in the Debit Card by virtue of any applicable Customer Loyalty or similar plan or benefit shall be subject to the Bank's sole discretion.

## 8. DEBIT CARD LOSS AND LIABILITY

- a) The Cardholder undertakes to provide the Bank with all information as to the circumstances of loss or misuse and take all necessary steps to assist the Bank to recover the missing Debit Card.
- b) A lost or stolen Debit Card can be replaced at a fee as per the schedule of charges.
- c) If any lost, stolen or misused Debit Card is found, it should immediately be cut in half and returned to the Bank.
- d) The Cardholder must immediately contact the call centre to block or cancel the card when it is lost, stolen or has unauthorised transactions.

## 9. REFUND

- a) The Debit Card Account will only be credited with a refund in respect of any Debit Card Transaction if the Bank receives a refund verification acceptable to it. No claim by a Cardholder against a third party may be the subject of a claim, defence or counter claim against the Bank.
- b) The Bank shall not be liable to a Cardholder for any act or default of a Merchant for the Bank's refusal of any authorisation request or for the Cardholder's inability to use the Debit Card due to any telecommunication shortcomings.

## 10. TERMINATION OF THE AGREEMENT OR WITHDRAWAL OF THE USE OF THE DEBIT CARD

- a) The Bank may at any time and without notice and without assigning any reason, cancel or suspend the right to use a Debit Card without in any way affecting the Cardholder's obligations towards the Bank.
- b) Immediately upon termination of this Agreement for any reason whatsoever, all Debit Cards shall be cancelled and the Debit Card shall be surrendered to the Bank.
- c) The Cardholder may at any time notify the Bank of his intention to terminate the use of all Debit Cards by giving notice in writing and returning all Debit Cards cut into half to the Bank.
- d) The use of the Debit Card shall be terminated by the Bank without notice upon the death, bankruptcy, incapacity or insolvency of the Cardholder or when the whereabouts of Cardholder become unknown to the Bank due to any cause not attributable to the Bank.
- e) In the event of Cardholders bankruptcy, death, incapacity or insolvency, the holder(s) of the Supplementary Debit Card(s) will immediately cease the use of Debit Card(s) and return them to the Bank.
- f) The Bank shall not be liable to refund the annual membership fee or any part thereof in the event of the termination of the use of any or all Debit Cards.

## 11. NOTICES

- a) Any notice to any Cardholder shall be by prepaid post to the last contact address of the Cardholder known to the Bank and shall be deemed to have been received by the Cardholder fourteen days after the day of posting.
- b) Cardholders shall immediately notify the Bank as its address set out in the current statement of Account of any change in his name, address and identification of the employer.

## 12. GENERAL

- a) The Cardholder declared that he is bound by all terms and conditions herein mentioned.
- b) The Bank shall not be liable for the improper use of any Debit Card including but not limited to unauthorized use during the course of obtaining any goods and services by telephone or mail order.
- c) The Cardholder declares that he is bound by and agrees to comply with all the Bank's rules (as may be amended from time to time) regarding the use of Debit Card and Supplementary Debit Card.

## 13. GOVERNING LAW

These Terms and Conditions shall be governed by and constructed in accordance with the laws of the Republic of South Africa and the Cardholder irrevocably submits to the jurisdiction of the magistrate's court provided that such submission shall not prejudice the Bank's right to take proceedings in any other court.

## 14. CONTACTLESS HBZ BANK CHIP DEBIT CARD

A "Contactless Chip" card is a bank card with an embedded chip and antenna. When you are issued with a contactless HBZ Bank Chip Debit Card you may be required to merely scan your card within the wireless range of the point of sale device depending on the value of the transaction. Some merchants may require you to sign a slip. Certain transactions may require you to dip or swipe your card at the point of sale device and may require you to enter your PIN. The contactless functionality will only be available at selected merchants on transactions up to a limit of R200.00. The Bank may change this limit at its discretion. If you have more than one contactless card, please ensure you present one card for payment, to avoid collision transactions, which is when both cards are debited for the same transaction. Certain functionality may differ for international contactless payments on the Debit Card.

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