



## ISLAMIC BUSINESS ACCOUNT GENERAL TERMS & CONDITIONS

### 1. INTRODUCTION

- 1.1 These Terms and Conditions ("Terms") set out the terms and conditions applicable to your account with HBZ Bank Ltd. References to "we", "us" and "our" are references to HBZ Bank Ltd. References to "you" and "your" are references to you, as the person or entity applying to open an account ("Account") with us.
- 1.2 These Terms form a legal agreement between you and us and contain important information regarding the services that we will provide to you, so please ensure that you understand all of them. There are clauses in these Terms that require your careful consideration. For your reference, those terms which may limit any of your rights, or which provide for specific acknowledgements or warranties required by / from you, are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.
- 1.3 These Terms are legally binding on both you and us ("Parties"). By completing the attached application form ("Application") you acknowledge that you have read these Terms and that you fully understand the contents of these Terms and you agree that your use of your Account and any banking facilities we may offer you will be governed by these Terms. You must let us know as soon as possible (and in any event before using our services) if there is anything which you do not understand or need made clearer.

### 2. WARRANTIES AND UNDERTAKINGS

- 2.1 When you submit the Application to us and each time we effect an instruction in relation to your Account, you will be deemed to represent and warrant to us that:
  - 2.1.1. you are fully authorised and legally entitled to enter into these Terms, to transact with us and to perform your obligations under these Terms;
  - 2.1.2. you will not use our name or any of our trademarks in any way without our prior written consent;
  - 2.1.3. you are of legal age in the country in which you reside;
  - 2.1.4. these Terms has been duly authorised, executed, signed and delivered by you;
  - 2.1.5. you will ensure that any person authorised by you to act on your Account complies with these Terms;
  - 2.1.6. all information provided by you in terms of these Terms is true and correct, and that we may rely on the truthfulness and correctness of that information.
- 2.2 Any breach of undertaking will entitle us, for as long as the breach is not remedied and in our absolute discretion, to either close the Account and/or to suspend your access to the Account.
- 2.3 You undertake that you will, as quickly as you reasonably can, (i) inform us and (ii) confirm the information in writing if there is any change in your contact or any other details as set out in the Application.
- 2.4 You undertake that you will not deposit any third party cheques marked "non-transferable" into your Account through any of our agency banks. We will not be held liable for any harm, loss, damage, cost or expense (including indirect or consequential loss) which you may suffer or incur as a result of any third party cheques marked "non-transferable" deposited by you into your Account with us through any of our agency banks.
- 2.5 You authorise us to carry out any credit and / or identity checks which we deem appropriate including obtaining references from your employer and another bank and / or contacting a credit reference agency. Should we reject your Application, we will, upon receipt of a written request from you in this regard, provide you with reasons for our rejection of your Application.

- 2.6 Subject to any applicable legislation, we as well as any of our divisions, affiliated or subsidiary companies, are authorised to furnish or to disclose any information with regard to your Application and any agreement arising from or as a result of your Application, as well as the performance or compliance in respect thereof to any credit bureau and/or any other person.
- 2.7 All legal costs incurred by us because of any default of the provisions of these Terms shall be payable on demand by you on the scale as between attorney and own client and shall include collection charges, the costs we have incurred in trying to enforce our rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgement awarded in favour of us in relation to its rights in terms of or arising out of these Terms.
- 2.8 We undertake to render bank statements to you from time to time, in accordance with your instruction as set out in the Application. Unless you lodge an objection against any bank statement rendered to you within ten days of despatch by us of that bank statement, the statement will be deemed to be correct.
- 2.9 Should cheques drawn by you be subject to a guarantee given by us then you undertake that you will not be entitled to stop payment of any cheque. Should such instruction be given by you and be accepted by us, which we will only consider if there is SAPS case number for a criminal investigation, and we remain liable to pay an amount to a third party in terms of the guarantee referred to in such cheque then you accept liability for any such payment made by us, despite any instruction to the contrary.
- 2.10 Should any stop orders be effective on your Account, you undertake that you will not be entitled to stop payment of any stop orders on your Account. Should such instruction be given by you and be accepted by us, and we remain liable to pay any amount to a third party in terms of the stop order then you accept liability for any such payment made by us.
- 2.11 You will take all reasonable precautions to prevent any cheque book or card issued to you from being lost, stolen or misused. Should such card or cheque book be lost, stolen or misused then you undertake to inform us immediately in writing.
- 2.12 You accept that we will use your most recent address recorded in our records for all correspondence regarding your Account.
- 2.13 You indemnify and hold us harmless against any damage, loss, costs or expenses which we may suffer or incur as a result of you breaching any of these terms and conditions, including but not limited to:
- (i) you not having the required funds available to fulfil any payment instructions;
  - (ii) not fulfilling your obligation to deliver such funds pursuant to an instruction effected by you; or
  - (iii) us receiving incorrect or unauthorised instructions from you and acting on such unauthorised instruction, except in as far as we may act fraudulently or in bad faith in effecting any instruction, in which case, our liability shall be restricted to the loss incurred.
- 2.14 You renounce the benefits of the defences and exceptions of no value received, money not paid over, no cause of debt, errors of calculation and revision of accounts, the full force, meaning and effect whereof you declare yourself to be acquainted.
- 2.15 In consideration of the bank agreeing to return to you the cheques processed through your current account on a regular basis you agree that the bank debits your account with its charge and that you will keep the cheques in your custody and preserve them in a safe and proper manner; and that they will not in any way be tampered with or destroyed for at least 6 years. You agree to produce all / any of the returned cheques if required by us for any purpose or if required by any authority, department or court for investigation, enquiry or proceedings. You agree not to raise any objections regarding the debits in your account or any irregularity, forgery or defect in or relating to cheques returned to you. You agree that the statement of account will be conclusive evidence of entries therein and shall not be challenged by you, your agents or employees. You indemnify and keep indemnified HBZ Bank Limited, its directors, executives, officers and agents against any loss, claim of breach of duty and actions of whatsoever nature arising out of or relating to the return of these cheques to you. You agree that this facility of return of cheques may be terminated by us at any time.

### **3. AUTHORISED SIGNATORIES**

- 3.1 You or any person authorised by you may sign all documents in connection with any transaction between you and us. You will from time to time provide us with specimen signature(s) of you or any other person authorised to sign any document(s) on your behalf. Specimen signature(s) provided to us shall remain valid until revoked in writing and us having confirmed that the revocation has been implemented. You undertake to advise us of any amendments to the authorised signatory (ies) which will become valid when specimen signature(s) on the appropriate form has been supplied to us and we have confirmed receipt of the new instructions.

- 3.2 We will not be held liable for any harm, loss, damage, cost or expense (including indirect or consequential loss) which you may suffer or incur as a result of an authorised communication being acted on by us if, in our reasonable opinion, the communication was such that it purported to originate from an authorised signatory(ies). We are authorised and instructed to honour all cheques, vouchers, bills and other negotiable instruments, requisition and withdrawal slips, payment and transfer instructions and other documents drawn on us and reasonably purporting to be signed, made or accepted by you or any of your authorised signatory(ies); and to debit your Account with the relevant amounts, as well as to debit your Account in accordance with any instructions received by us from time to time, which reasonably purports to be given by or on behalf of you, whether the Account is in credit or otherwise. We are authorised to hold you liable for all cheques, vouchers, bills and other negotiable instruments, requisition and withdrawal slips and all agreements, indemnities and documents in connection with usual banking transactions that are or purport to be signed by you or any of your authorised signatory (ies). It is accepted that any payments against unclear effects are in the sole discretion of us and that we are entitled to debit your Account with such payments and / or dishonoured cheque(s) should we have credited the Account with any unclear effects or cheque(s).

#### **4. ELECTRONIC INSTRUCTIONS**

- 4.1 To the extent that you have in the Application authorised us to accept instructions in relation to your Account either telephonically, by fax, or email (“Electronic Instructions”), you confirm that we are not obliged to confirm receipt of such Electronic Instructions to you in writing or otherwise.
- 4.2 You understand, confirm and acknowledge that:
- 4.2.1 the use of telephone, fax or email may not be the safest or most prudent way of providing instructions as result of the inherent shortcomings in these methods, including without limitation, equipment malfunction, distortion, fraud and the like;
  - 4.2.2 aside from asking questions relating to personal information, it is not possible for us to confirm the identity or the authority of the person(s) providing the Electronic Instruction;
  - 4.2.3 should personal information or instructions fall into the hands of an unauthorised party, it may be used to commit fraud; and
  - 4.2.4 by instructing and authorising us to accept Electronic Instructions, you may be exposing yourself to substantial risk, not specified.

#### **5. IMPACT OF THE NATIONAL CREDIT ACT, 2005 (“NCA”)**

- 5.1 We may from time to time, and at your request, extend credit facilities to you. The extension of credit may be subject to the provisions of the NCA, in light of which you will be required to complete an additional credit application form and sign additional credit terms and conditions (“Credit Terms”) applicable to our provision of credit to you. In addition to these Terms, the contract between you and us also includes, where relevant, the Credit Terms.
- 5.2 In the event of any conflict between the provisions of these Terms and the Credit Terms applicable to you, the provisions of the Credit Terms shall apply to any credit facility that we have extended to you.

#### **6. OVERDRAWN ACCOUNTS**

- 6.1 Should your Account become overdrawn or should your cheques or orders exceed your credit balance or banking facility then we are entitled to exercise our discretion in executing orders fully or partially irrespective either of the date or of the sequence in which such cheques or orders are received.
- 6.2 Should we permit that the Account becomes overdrawn in whatever manner or should we permit withdrawals against uncleared effects then such conduct will be entirely without prejudice to us and will not be deemed to have created a precedent or constitute a waiver of the terms and conditions contained in these Terms.
- 6.3 We reserve the right at any time and at our discretion to suspend any credit facility granted to you in the event of default by you to make payment on any amount which has been overdrawn or exceeds the agreed overdraft facility or any other credit facility advanced to the Application, or terminate our business relationship with you and cancel any extension of credit by providing you with at least ten days written notice to that effect. We further reserve the right to withdraw any overdraft or any other facility granted to you in which case any amounts owing to us will become immediately due.

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6.4 You acknowledge that we will not be obliged to meet any instruction for payment from the Account in the event that that Account does not have sufficient funds available or you not have made the necessary arrangements with us for overdraft facilities. If the Account as a result of a payment becomes overdrawn, you undertake to pay the amount with which the Account has been overdrawn to us on demand. In addition, we are not obliged to make any debits to an Account in any particular order which might result in or increase a debit balance. If the total amounts of debits to an Account at any time would otherwise result in a debit balance or exceed the immediately available funds credited to the Account, we have the discretion to decide which debits will be made and in what order.

## **7. REPAYMENT, PROFIT/RENTAL AND CHARGES**

7.1 You agree that any banking facility, including any credit facility that may be granted by us to you is repayable upon demand. You agree and undertake to pay profit on any banking facility or overdraft owing to us at the rate as determined by us from time to time and to pay all bank charges which we may levy from time to time in accordance with our applicable banking practice. We will inform you of any additional charges and profit that you may have to pay us if your Account becomes overdrawn or the overdraft limit is exceeded without prior agreement. We reserve the right at any time to change the rate of profit charged on any banking facility or overdraft and any other conditions, bank charges or commission rates relating to such Account, subject however, to the condition that the profit rate will not exceed the maximum profit rate prescribed in any applicable legislation, including without limitation, the NCA. We undertake to advise you of any such change in the applicable profit rate and other banking charges charged by us from time to time.

7.2 We are authorised to debit your Account from time to time with profit and other charges consistent with our banking practice. Additional charges may be levied and payable by you from time to time to make provision for any new fees, including without limiting the generality of the above, any administration fees, commissions, taxes, costs, charges or any other costs which we may become subject to or which may be associated with the performance of our obligations under these Terms. New or additional charges shall be imposed by us at our sole and absolute discretion from time to time.

7.3 We reserve the right to amend the charges associated with your Account, as well as to introduce new charges applicable to your Account, where necessary and from time to time. You will be notified of any amendment to the applicable charges, either via our website, or through your preferred method of communication. You acknowledge that by continuing to transact on your Account and /or using any of the banking services we have made available to you following any notice of the new or amended charges, such activity shall be subject to the new or amended charges and you agree to be bound by any new or amended charges.

7.4 Neither we nor any of our directors, employees, representatives or agents shall be liable for any loss sustained by or damage caused (including indirect, incidental or consequential loss or damage) to any person as a result of anything done or omitted by us. Without limiting the generality of the above, we shall not be liable for any loss or damage arising as a result of (i) the implication of an instruction; (ii) the proper fulfilment of any function or obligation as provided for in these Terms; (iii) theft of any nature (including without limitation, robbery, break-in or fraud); (iv) any deficient or forged documentation, or from non-discovery of any forgery or from any act associated with instructions provided by you to us; and (v) the use of electronic equipment, fax or postal service by reason of delay, theft, fraud, mistake, distortion or duplication.

## **8 AUTHORITY TO DEBIT THE ACCOUNT**

8.1 Subject to applicable law, you will reimburse us for all payments which we have made, or are required to make, for and on your behalf in respect of any transaction.

8.2 You acknowledge and agree that when cash or cheque deposits are made at any other bank:

8.2.1 cheque deposits will only be available as cash after the cheques have been paid;

8.2.2 we may at our discretion effect a hold against a cheque or other payment until such is cleared by the issuing or paying bank;

8.2.3 cheque deposits which are dishonoured, i.e. not paid, will be debited to the account accordingly;

8.2.4 we are not be liable for errors resulting from incorrect information furnished by you or on your behalf; and

8.2.5 we are entitled to reverse any amount incorrectly credited to your Account.

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8.3 Notwithstanding anything expressed or implied in these Terms, we are not liable to you or to any third party for any claim, loss, damages, cost or expense directly or indirectly resulting from or connected with any cheque that has been deposited into and credited to the Account but which has subsequently been dishonoured for whatever reason, whether or not we have notified you of such dishonour.

## **9. SET-OFF**

9.1 You agree that the assets or funds in any of your Accounts and all rights you may have against us will be subject to a first, perfected, and prior lien, security interest, and right of set-off and held as security by us for the discharge of any indebtedness or any other obligation you may have to us, however such obligation may have arisen.

9.2 In all instances of indebtedness, the assets in your Account will be held by us as security for payment of any liability you may have. You agree to satisfy any indebtedness to us and pay any debit balances in your Account on demand.

9.3 We will not be liable to you for any losses that arise out of or relate to any such transactions, including tax consequences you may face as a result of such actions. In the event we set-off your assets to satisfy a debt, we reserve the right to restrict or close your Account, and to seek payment of any residual indebtedness through any legal means possible, including but not limited to, reporting such debt to credit agencies.

## **10. TAXES**

10.1 You are responsible for all taxes, including without limitation Income Tax, Value Added Tax and withholding tax as imposed by the USA Foreign Account Tax Compliance Act that may arise in relation to your Account and/or use of the banking facilities we have made available to you, whether under current or changed law or practice.

10.2 If we become responsible for making any payment or payments relating to your trading you authorise us to deduct any such payment from your Account or otherwise require you to pay or reimburse us.

10.3 We are not be responsible for notifying you of a change in tax law or practice and you should seek professional advice as to your personal and business tax situation.

## **11. AUTOMATIC EXCHANGE OF INFORMATION / COMMON REPORTING STANDARD (AEI / CRS)**

You understand and acknowledge that:

11.1 We may provide and / or disclose, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control over us for tax purposes, any of your tax information that we may have in our possession. You further acknowledge that such tax information and information regarding income paid or credited to or for the benefit of your Account(s) may be reported to the tax authorities of the country in which such income arises and that those tax authorities may provide the information to the country or countries in which you are a resident for tax purposes pursuant to and in accordance with the relevant tax regulations (OECD, CRS); and

11.2 We may provide and / or disclose, directly or indirectly, information regarding income paid or credited to or for the benefit of the Account(s) to: (i) any person that has control, receipt, or custody of income to which said information relates; (ii) any person that can disburse or make payments of income to which said information relates; or (iii) any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes.

11.3 For the duration of the contractual relationship with the Bank, you confirm that you undertake to notify the Bank on your own initiative, if changes in circumstances make any information on this form incorrect and undertake to provide a suitably updated form within 30 days of such change.

11.4 Further, you confirm that you understand and acknowledge that reporting and / or disclosure consequences may occur if you fail to comply with your obligations to submit the necessary forms and / or documentation following a change in circumstances.

11.5 Further, you confirm that you've examined the information provided under the heading CRS in the account opening form and that to the best of your belief it is true, correct and complete.

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## **12. FOREIGN ACCOUNT TAX COMPLIANCE ACT (“FATCA”)**

12.1 FATCA was signed into U.S. law on 18 March 2010. It is aimed at preventing U.S. taxpayers from using accounts held outside of the U.S. to evade taxes. Any financial institution that fails to comply with FATCA will face a 30% withholding tax on a wide range of U.S. sourced payments to its clients. In terms of the Intergovernmental agreement (“IGA”) signed between South Africa and the U.S., we are required to request certain taxpayer information from certain persons who maintain an account with us (whether such persons are U.S. taxpayers or not). Information collected will be used solely to fulfil our obligations under the IGA and will not be used for any other purpose.

12.2 By completing the FATCA section of the Application, you warrant that you:

12.2.1 are the beneficial owner according to U.S. tax principles of the assets and income related to your Account, or, if there is another beneficial owner, that such beneficial owner is not a U.S. person under U.S. tax principles; and

12.2.2 will notify us within 30 business days, if there is any change to your status (or that of another beneficial owner) as a non U.S. person under U.S. tax principles.

## **13. PROTECTION OF PERSONAL INFORMATION**

13.1 You acknowledge that by opening an Account with us and by trading with us you will be providing us with personal data, which may be protected by data protection legislation, including the Protection of Personal Information Act, 2013. You authorise us to process all such personal data and to transmit any such personal data to any of our divisions, affiliated or subsidiary companies (“Affiliate”) or third party providers, which Affiliate and/or third party providers may also process such personal data, for the purposes of performing our obligations under these Terms and in furtherance of our legitimate interests including statistical analysis, marketing of our services and credit control. You further consent to any disclosure of personal information where such disclosure is required by applicable law.

13.2 You acknowledge that we are subject to various anti-money laundering laws, including without limitation, the Financial Intelligence Centre Act, 2001, as amended, the Prevention of Organised Crime Act, 2002 and the Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 2004. In keeping with our obligations under these laws:

13.2.1 we may be required, without prior notice to you, to report certain information relating to your Account to the relevant regulator, and where we reasonably believe that your Account is being used for fraudulent and/or illegal purposes, close the Account, revoke your access to the Account and/or suspend activity in the Account; and

13.2.2 we may request that you provide us with certain verification documents to confirm amongst other things, your identity number, physical address and tax, customs & VAT numbers and the underlying transactions in your account. Failure to provide these documents upon our request may result in our refusal to open the Account for you, close the Account, revoke your access to the Account and / or suspend activity in the Account.

## **14. THIRD PARTY FUND TRANSFERS THROUGH HBZBankweb**

14.1 You shall ensure that there are sufficient funds in the Account to which the bank service relates before requesting a third party fund transfer. Should sufficient funds not be maintained, we will not affect the transaction and we will consider such request null and void without referring back to you.

14.2 You understand and agree that:

14.2.1 transfers to third party banks may take up to 3 business days;

14.2.2 in regard to the transfer request, neither us nor the correspondent(s) are responsible for any delay, mistake or omission however caused or mutilation arising in the communication of any kind whatsoever by the electronic system;

14.2.3 any request made through HBZBankweb for third party fund transfers will bear the date and time of our main computer in Zurich.

14.2.4 any service rendered through HBZBankweb will be charged as per our schedule of charges;

- 14.2.5 we shall not be responsible for any erroneous payment to an account, bank, credit institution and credit card, arising out of the wrong input of name, account, banks name, branch, credit card number etc. by you;
- 14.2.6 we shall have full freedom to select the channel for third party fund transfers, including, method of payment, and correspondent bank(s). You further confirm and agree to waive any right for holding us responsible for any mistake or omission caused by or due to the channel selected by us and the correspondent bank(s); and
- 14.2.7 we will not be liable to you if we are unable to perform our obligations under this clause 14 due to (whether direct or indirect): -
  - 14.2.7.1 the failure of any machine, data processing system or transmission line.
  - 14.2.7.2 any period of essential maintenance, critical change, repairs, alterations to or failure of computer system,
  - 14.2.7.3 any industrial dispute beyond the our control, or
  - 14.2.7.4 strike, riots, and civil commotion or due to any natural catastrophe; and
- 14.2.8 our record of any transaction processed by the use of HBZBankweb shall be conclusive evidence of such transactions and binding on you for all purposes.

14.3 You hereby undertake to:

- 14.3.1 to indemnify us in respect of any overpayment resulting from such mistake and authorizes us to make a direct debit to your account for such overpayment; and
- 14.3.2 not disclose the HBZBankweb password and/or the user name to any other person. In the event that this becomes known to someone other than the subscriber you shall immediately inform us.
- 14.3.3 You hereby, irrevocably and unconditionally without any right or objection, accept all debits arising from the use of HBZBankweb.

## 15. DEBIT CARD (Personal account only)

15.1 In this section, unless the context requires otherwise:

“ATM” means an automated teller machine or any Debit Card operated machine or self-service device whether belonging to us or other participating banks or financial institutions nominated from time to time by the Bank which accepts the Debit Card;

“Cardholder” means the Principal Cardholder or a Supplementary Cardholder who has been issued with a Debit Card;

“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 Account;

“Charges” means any charges payable by a Cardholder to us in respect of a Debit Card as notified by us from time to time including without limitation, handling charges, profit, late fees, subscriptions, renewal fees, replacement fees, damages, legal costs and disbursements;

“Debit Card” means the Debit Card issued to the Cardholder by us;

“Merchant” means any corporate entity, person or other establishment willing to honour a Debit Card;

“PIN” means the personal identification number issued to a Cardholder;

“Principal Cardholder” means the Cardholder in whose name the Account is maintained; and

“Supplementary Cardholder” means a Cardholder nominated under clause 8.

15.2 The Debit Card will be linked to your Account.

15.2.1 We shall debit your Account with the amounts of all Debit Card transactions, charges in respect of the Cardholder, any other liabilities of a Cardholder and any loss incurred by us arising from the use and / or misuse of a Debit Card. The Principle Debit Cardholder will be liable to pay us all amounts so debited whether or not a Debit Card Transaction voucher is signed by a Cardholder.

15.2.2 The Cardholder agrees that Debit Card transaction vouchers will not be provided along with the statement of account. Request for a photocopy will be provided at our sole discretion, 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 us. Copies of sales vouchers will not be provided at all for any purpose if the transaction date is over 90 days.

15.2.3 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 us for the date when the relevant Debit Card transaction is debited to your Account.

15.2.4 Charges as per the schedule of charges will be levied on all Debit Card transactions.

### 15.3 Use of the Debit Card:

15.3.1 The Debit Card must be signed by the Cardholder immediately on receipt and shall only be used by the Cardholder during the validity period.

15.3.2 All Debit Cards remain our property and must be surrendered to us upon demand / termination of the agreement.

15.3.3 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 us; purchase goods and services from venues supporting VISA Cards, both in South Africa and outside of South Africa; and withdraw cash from participating retailers in South Africa.

15.3.4 The Cardholder acknowledges that we are 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 Cardholder'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 us from time to time. The fee will be included in the amount posted to the Account in terms of the provisions of this clause.

15.3.5 We are obliged to comply with laws and policies relating to international and local anti-money laundering laws and sanctions. We 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 Debit Card Account and the declining or terminating of any transaction or the business relationship with the Cardholder. To the extent permitted, we shall advise the Cardholder of any action it intends to take in terms hereof. The Cardholder acknowledges and confirms that we, our employees, officers, or directors, shall not 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.

### 15.4 Supplementary Debit Cards:

15.4.1 We 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 Account.

15.4.2 The Principal Cardholder shall be liable for all Debit Card transactions of a Supplementary Cardholder and for any losses incurred by us in connection with the use of the Debit Card by the Supplementary Cardholder (including losses as a result of a breach of these conditions).

### 15.5 Issue, renewal and reissue of Debit Cards:

15.5.1 We may, subject to satisfactory maintenance of the 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.

15.5.2 Fees and any bank charges to the Debit Card Amount are non-refundable.

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- 15.5.3 We may from time to time by giving prior written notice to the Cardholder change the Terms applicable to Debit Cards charges. Such charges shall apply on the effective date specified by us and shall apply to all unpaid fees, cash advances, charges, costs and Debit Card transactions. Any agreement so notified shall be binding on the Cardholder.
- 15.5.4 Retention or use of the Debit Card after the effective date of any change of the Terms applicable to Debit Cards 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 us and return the Debit Card cut in half to us prior to the effective date.
- 15.5.5 The Cardholder agrees that the Debit Card and PIN may be sent separately by courier to him at his own risk.
- 15.5.6 The Cardholder may at any time notify us 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 us, payment of a conversion fee and to such other terms and conditions as we may require.
- 15.5.7 If we approve the request of the Cardholder to convert his Debit Card, all charges and other liabilities under the Account shall be transferred to the new account. It is also understood that, if we approve 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 our sole discretion.

## 16. NOTICES

- 16.1 Any notice, consent, approval or other communication in connection with these Terms (“Notice”) will be in writing in English.
- 16.2 You acknowledge and confirm that any Notice from us made under or in connection with these Terms may be made verbally or in writing to your contact details as provided by you in the Application, or subsequently amended by you.
- 16.3 Any Party may by Notice to the other Party change its address and/or the person, if any, for whose attention any Notice must be marked in clause 16.2.1
- 16.4 Effective on Receipt
- 16.4.1 Any Notice takes effect when received by the Party receiving it (or on any later date specified in the Notice) and, unless it is proved otherwise, is considered to be received:
- 16.4.1.1 when left at your last known home or work address;
  - 16.4.1.2 if given by leaving a telephone or mobile phone or voice mail message, one hour after the message being left on the relevant medium;
  - 16.4.1.3 if sent by post on the day after the subsequent day (or third day in the case of air mail) after posting (excluding Sundays and public holidays);
  - 16.4.1.4 if sent by private post or courier service, on the next day (or on the third day in the case of air mail) after posting (excluding Sundays and public holidays);
  - 16.4.1.5 if sent by e-mail, one hour after sending to the e-mail address of record which you provided in your Application, or subsequently changed in writing to us and which change of e-mail address of record we have accepted by confirmation of same to you. A “bounce back” or other form of rejection from the server or host domain of your e-mail address on record will not serve as a basis to contest receipt where the bounce back or other form of rejection was through no fault of us, or otherwise attributable to its own internal systems; or
- 16.4.2 if sent by SMS to your mobile phone, as soon as the “message sent” or like confirmation is provided by the mobile phone network. Despite anything to the contrary in these Terms, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to any address specified in these Terms or the Application.

### 16.5 Service of legal process

- 16.5.1 We choose the physical address, and/or email address below as the address to which any Notice must be sent.
- |                              |  |
|------------------------------|--|
| Physical address:            | 135 Jan Hofmeyr Road, Westville, 3631    |
| Email address:               | sazone@hzbzbank.co.za                    |
| Marked for the attention of: | Head of Governance, Legal and Compliance |

16.5.2 You acknowledge that the postal address (personal accounts) or registered address (business accounts) specified by you in the Application will be the address at which legal process and other documents in legal proceedings in connection with these Terms may be served on you (domicilium citandi et executandi).

16.6 Any Party may by Notice to the other Party change its address at which legal process and other documents in legal proceedings in connection with these Terms may be served to another physical address in South Africa.

**17. SHARIÄH PRINCIPLES**

The Applicant shall be entitled to withdraw part or whole of their credit balances on the account at any time should they wish. For as long as there is a credit balance remaining on the account, the Bank shall be entitled to use and invest such funds at its sole discretion. The Applicant acknowledges and agrees that no return or profit will be paid on a current account. The investment of any deposits or funds in respect of the Applicant’s account shall be at the absolute discretion of the Bank but within the principles of Islamic Shariah.

**18. GENERAL**

18.1 These Terms represent the whole terms between the Parties.

18.2 These Terms may not be changed, nor may new terms be added, unless the changes are made in writing and signed by the Parties. If the Parties both agree to cancel the Terms, this cancellation must also be agreed to in writing.

18.3 No indulgence by a Party to another Party, or failure to enforce these Terms, will be interpreted as a waiver or be capable of founding an estoppel (estoppel is a legal principle which allows a court to stop a litigant from taking an action which he/she would otherwise be able to take).

18.4 The Parties will do everything reasonable to ensure the effectiveness of these Terms and the performance of their obligations under the Terms.

18.5 If any aspect of these Terms is illegal or unenforceable, that particular term may be cancelled and the remaining terms will still operate.

18.6 These Terms are governed by South African law.

18.7 The Parties consent and submit to the non-exclusive jurisdiction of a South African Magistrate’s Court in regard to all matters arising from this Terms, irrespective of the amount in dispute.

18.8 We are entitled to cede, assign or delegate any of our rights or obligations under or in respect of any banking facilities granted to you without your prior consent. To the extent that any such cession, assignment or delegation results in a splitting of claims against you, you consent to the splitting of claims. You may not cede, assign or delegate any of your rights or obligations under these Terms to any third party, unless we have agreed to that in writing.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature