

These terms and conditions are applicable to the use of all card and book based accounts issued by Postbank. These terms and conditions will apply immediately without reservation when the card and/or the Smart Save book are handed to the Customer. These terms and conditions constitute an agreement between Postbank and the card/savings book holders and must be read in conjunction with all the other terms and conditions that apply between the parties.

In the Terms and Conditions these definitions will apply:-

- “ATM” means an automated teller machine which a Customer may use to perform banking transactions such as cash withdrawals;
“Bank” mean Postbank;
“Card” means the Postbank debit card issued by the bank;
“Customer” means the account holder, and/or the cardholder or duly authorized representative;
“Parties” means the bank and the Customer self(s);
“PIN” means personal identification number linked to the card;
“POS” means a point of sale device situated at merchants that a Customer may use to make purchase and/or cash back transactions;
“Rules” means these terms and conditions;
“Savings book” means the Smart Save book issued by the bank;
“SSD” means a Self Service Device which a Customer may use to perform banking transactions such as voucher withdrawals.

1. SAFEGUARDING OF THE CARD AND/ OR SAVINGS BOOK AND PIN

- 1.1 The Customer agrees to:
- Take all reasonable steps to safeguard and keep the card and PIN safe;
 - Follow the security requirements and recommendations as prescribed in this document;
 - Change PIN immediately upon suspicion that the PIN maybe compromised or it has come to the knowledge of someone other than the Customer;
 - Keep the PIN secret and separate from the card; and
 - Immediately sign on the designated space of the card and/or savings book with a ballpoint pen after the card and/or savings book is handed over.
- 1.2 The Customer is the person who should use the card and/or savings book. The Customer will not transfer the card and/or savings book to any other person or allow any other person to use the card and/or savings book.
- 1.3 The Customer is responsible for the safe keeping of his/her PIN and should not allow anyone to obtain knowledge of such PIN. If the Customer suspects that the PIN has become known to someone, immediately visit the nearest Post Office branch to change the PIN.
- 1.4 If the Customer’s card and/or savings book is lost or stolen, the Customer must immediately notify the nearest Post Office branch or Postbank’s Contact Centre at 0800 53 54 55. If such notification is effected orally, the Customer must apply for a replacement card/savings book at the nearest Post Office as soon as possible. Any delay in notifying the bank of the loss or theft will be deemed to be negligence on the Customer’s part.
- 1.5 The Customer hereby agrees that the card/savings book is owned by the bank and will remain the bank’s property at all times.

2. REPLACEMENT AND EXPIRY OF THE CARD

- 2.1 The card is valid for use until the Customer’s right to use the card is terminated in terms of clause 10 below.
- 2.2 The card is valid for use until the expiry date as indicated on the card. The card will expire on the last day of the expiry month and year indicated on the card. Application for replacement of the expired card must be made at any Post Office branch. It is the Customer’s responsibility to ensure that such application for a replacement card is made before the card actually expires. A replacement fee, which may be changed from time to time at the sole discretion of the bank, may be levied.

3. USE OF THE CARD

- 3.1 The card is used to draw money, make deposits, and/or buy goods and/or services from merchants who accept VISA debit cards. The Customer must use the PIN or sign a transaction slip or do both if the merchant requires him/her to.
- 3.2 The card is issued with default daily limits as set by the bank for ATM, POS and SSD transactions. Changes to these limits are subject to the customer’s application at any Post Office branch.
- 3.3 The Customer may not make purchases, withdraw amounts or otherwise use the card for transactions that will exceed the available deposit balance in the account.
- 3.4 The card may not be used for any illegal transactions.
- 3.5 The Customer will be liable to the bank for payments made on his/her behalf in respect of use of the card.
- 3.6 The use of the card is at the Customer’s own risk and the bank is not responsible for any loss or theft resulting from the use (or misuse as the case may be) of the card. For further safety information, please refer to the Online Safety Features available on the Postbank website www.postbank.co.za.
- 3.7 Where applicable, the Customer will be required to comply with exchange control regulations when using the card outside of the Republic. Any transaction or payment made in a currency other than South African Rands will be charged to the Customer’s account at the VISA rate of exchange applicable at the date of the transaction. The Customer’s transaction will be shown on his/her account statement in Rands.

4. USE OF THE SAVINGS BOOK

- 4.1 All withdrawals shall be made subject to the presentation of a valid identification document, saving book and completion of a withdrawal slip at Post Office branches.
- 4.2 All transactions will be recorded by the bank in the savings book; the Customer may not make any amendments to the transactions recorded in the savings book. All unauthorized entries in a savings book will be deemed as fraudulent and the bank reserves the right to take any legal action that it may deem appropriate, including the closing of the account and the confiscation of the savings book.
- 4.3 The bank shall not be held liable for any withdrawals made by unauthorised persons, due to any negligence caused by the Customer.
- 4.4 All changes to the authorised signatories of a group account must be made in writing and must be signed by the current authorised signatories. The bank shall not be liable for such changes where the application was made without the consent of the authorised group members.
- 4.5 No electronic debit transfers are allowed from a book based account; the Customer may not enter into an agreement with an institution to initiate a debit order against a book based account.
- 4.6 The use of the savings book is at the Customer’s own risk and the bank will not accept any responsibility for any loss, negligence or theft resulting from the use (or misuse as the case may be) of the savings book.

5. AUTHORITY TO DEBIT THE CUSTOMER’S ACCOUNT

- 5.1 The Customer hereby authorises the bank to debit his/her account with:
- 5.1.1 Any and all withdrawals of money,
 - 5.1.2 purchases and/or debit transactions made by the Customer using his/her card or
 - 5.1.3 where the bank acts on any such instruction received from the Customer and
 - 5.1.4 the bank’s standard service fees (where applicable) which the bank reserves the right to change from time to time without notification to individual card/savings book holders; and
 - 5.1.5 any and all applicable government or regulatory levies in respect of the use of the card and/or savings book.
- 5.2 The Customer hereby consents that this authorisation is peremptory.
- 5.3 The bank reserves the right to reverse any debits or credits made in error by the bank on the Customer’s account together with any interest earned thereon without notice to individual card/savings book holders.
- 5.4 The bank reserves the right to refuse to authorise a transaction if there is no deposit balance in the account.

6. OTHER APPLICABLE CONDITIONS

- 6.1 The use of the card/savings book is restricted to the functions and services pertaining to the particular savings/ transactional account type to which the card/savings book is linked. These restrictions of use will be at the sole discretion of the bank and may be changed from time to time, without notice to individual card/savings book holders.

7. STATEMENTS

- 7.1 On request and at the applicable fee determined by the bank from time to time, the bank shall provide the Customer with a statement showing the transactions entered into by using his/her card/savings book, as well as other applicable transactions in respect of the Customer's account.
- 7.2 Should the Customer suspect that his/her statement contains an error(s), he/she should notify the bank of such errors in writing within 30 (thirty) days of the receipt of the statement.
- 7.3 In the event of a dispute with regard to the items appearing on the statement, the bank's records shall be prima facie proof.
- 8. INTEREST**
- 8.1 The bank will pay the Customer interest, at a rate determined by the bank from time to time, in line with the Reserve Bank Directives, in respect of any daily credit balance in the Customer's account. Such interest will be credited to the account on the last day of every month.
- 9. UNAUTHORISED USE**
- 9.1 The Customer will be liable for any unauthorised debit transaction on the account by any other person using his/her card and PIN.
- 9.2 Should the Customer's conduct be found negligent in reporting the loss or theft of the card, the Customer will be responsible for all amounts debited to his/her account through use of the card before notification to the Bank
- 9.3 The bank will not be liable for a failure, breakdown or malfunction of any ATM, POS, EFT or other payment device or service as a result of system failure or any other circumstances beyond the bank's direct or indirect control.
- 9.4 The bank will at all times follow due diligence in the execution of financial transactions and services requested. However, the bank will not accept any liability for any loss incurred, directly or indirectly as a result of any delay or failure, of a system or otherwise, in respect of any payment, electronic funds transfer or any other services that could not be processed as requested.
- 9.5 The bank will not accept any liability whatsoever for the failure of any transaction or service of whatever nature due to incorrect information provided by the Customer.
- 9.6 The bank will also not be liable for the reversal of fees incurred as a direct result of the processing and/or correction of such transactions.
- 10. TERMINATION OF CARD/SAVINGS BOOK FACILITY**
- 10.1 The Customer may terminate his/her right to use the card/savings book on written notice via any Post Office branch. The said notice must be accompanied by the card/savings book which must be handed back to the bank for destruction to prevent further use.
- 10.2 The bank may at any time in our sole and absolute discretion close or block the Customer's account from use and/or terminate the Customer's right to use the card/savings book. If the bank closes the Customer's account and/or terminates the Customer's right to use the card/savings book, the Customer must immediately return his/her card/savings book as set out in clause 10.1.
- 10.3 In the event that the bank closes the account and/or terminates the Customer's right to use the card / savings book the bank shall be entitled to inform any merchant, ATM owner, credit reference agency or other person thereof
- 11. IDENTIFICATION**
- 11.1 The Customer hereby permits the bank to scan his/her thumbprints (or other fingerprints, in the discretion of the bank) and disclose the Customer's identity number by exhibiting the Customer's identity document to the bank during account opening and subsequent transactions.
- 11.2 If the Customer's verification of his/her personal information is found to be invalid, the bank reserves the right to refuse to enter into any agreement with the Customer and/or refuse to transact with the Customer on any basis.
- 11.3 The Customer will identify him/herself by use of a PIN for all card transactions at any merchant or ATM.
- 12. LEGISLATIVE INFORMED CONSENT**
- 12.1 The Bank complies with the provisions of Protection of Personal Information Act 4 of 2013 (POPI), by ensuring that it's Customer's personal information is secured and dealt with in a manner that does not infringe on the Customer's privacy.
- 12.2 The Customer consents to the collection by the bank, to hold and store their personal information for a period not longer than that provided for by POPI or any other applicable legislation and/or for such period as the bank deems it necessary in respect of this transaction
- 12.3 The Customer expressly grants the Bank permission to use and process this information at any time in the future for any purpose necessary for the bank to perform its duties and legal obligations and/or to verify the Customer's personal information against that which may be held at different sources, without prior notification or approval from the Customer.
- 12.4 The Customer's attention is drawn to the provisions of POPI in terms of which the Customer may withdraw its consent as given to the Bank.
- 13. ADDRESSES AND NOTICES**
- 13.1 The bank shall send notices to the postal address or, where applicable, the physical address specified on the Customer's account application form or the mobile telephone number provided by the customer. The Customer must inform the bank without delay of any change in his/her address or to any other contact details.
- 14. GENERAL**
- 14.1 The bank shall not be liable to the Customer if any merchant or supplier does not accept the card or if the bank refuses to authorise any transaction made with the card.
- 14.2 All ATM and Point of Sale transaction disputes must be lodged at the nearest Post Office branch or at the bank's Call Centre. All documentation and information pertaining to the disputed transaction must be supplied to the bank to expedite the investigation. Refund of the amounts that are the subject of the dispute will be determined by the outcome of the investigation.
- 14.3 If there is a difference between the bank's records and the Customer's record, the bank's records will be binding. The Customer will be obliged to provide a valid proof that his/her records are correct.
- 14.4 Where a cheque or other negotiable instrument is deposited into and credited to the Customer's account, it will be available as cash only after it has been honoured and the bank shall be entitled to debit the Customer's account with the amount of that cheque or negotiable instrument if dishonoured.
- 14.5 The bank reserves the right to amend this agreement at any time at its sole discretion and without notice to any individual account holder. Publication of such amendments by such means as the bank may select will constitute valid notice of the amendments to the Customer. Any such amendment(s) will not constitute a novation of this agreement. The latest version of this agreement will be obtainable from the bank's website at www.postbank.co.za at our Contact Centre or at any Post Office branch. The Customer may not amend or vary these Terms and Conditions at all.
- 14.6 The Customer agrees that, in the event that it is deemed necessary, the bank may proceed with legal action against him/her in a magistrate's court having territorial jurisdiction even if the amount of our claim exceeds the value jurisdiction of such court.
- 14.7 In the event that the bank does take legal action against the Customer to recover any amount due to the bank in terms of this agreement, the Customer will be liable for the bank's costs (including counsel's fees, trading fees and collection commission) on the scale as between attorney and own client.
- 14.8 The bank reserves the right to allocate any credit balance in any account the Customer has with the bank to settle or set off any outstanding amounts that the Customer may owe the bank in terms of this agreement.
- 14.9 A penalty will be charged on any overdrawn account and legal action will be taken if deemed necessary by the bank.
- 14.10 The Customer agrees that he/she will notify the bank immediately in the event that he/she is sequestered, placed under an administration order or any form of curatorship, or commits any act of insolvency as set out in the Insolvency Act, 1936 (Act No 24 of 1936) as amended.
- 14.11 A certificate signed by any one of the bank's employees (whose appointment need not be proved) as to the amount of the Customer's indebtedness to the bank (including interest) and that such amount is due and payable will constitute sufficient proof thereof, unless the contrary is proved in court.
- 14.12 Any indulgence, extension of time or concession that the bank may grant the Customer will not be regarded as a waiver of our rights.
- 14.13 Every provision of this agreement is deemed to be separate and severable, the one from the others. Should any provision be found to be unenforceable for any reason, the remaining provisions will nevertheless continue to be of full force and effect. The agreement will be governed by and construed in accordance with the laws of the Republic of South Africa. The Customer also confirms to abide by all laws of the Republic of South Africa.

I/We _____ owner(s) of Account _____ acknowledge that I/we have read and agreed to abide by these Terms and Conditions.

Account Holder Signature (1)	Date Stamp	Date
Account Holder Signature (2)		Date
Account Holder Signature (3)		Date