

## Terms and Conditions of the Reload Prepaid Card ("standard terms and conditions")

Your use of the Reload prepaid card, which is issued by Bidvest, is subject to these terms and conditions and your use of the card constitutes an agreement between you, the cardholder, and us, Drawcard and Bidvest, and indicates that you understand and agree to comply with these terms and conditions. You acknowledge that no representative of Bidvest or DrawCard has offered you any financial advice nor have they influenced you in any way.

Bidvest subscribes to the Code of Banking Practice which is available from [www.banking.org.za](http://www.banking.org.za).

**As soon as you receive your card, you must sign it on the back using permanent ink.**

Should you have any queries, contact Reload customer services on 0861 877 872.

### 1. Defined terms

- 1.1. **"Association"** means Visa, and any other entity through which the payment infrastructure required for processing transactions is accessed; and/or by which the payment infrastructure required for processing transactions is governed.
- 1.2. **"Association Rules"** means those rules and regulations published by the Association, as amended by the Association.
- 1.3. **"ATM"** means an automatic teller machine that has electronic capability, accepts PINs and dispenses cash.
- 1.4. **"Bank"** means a branch of Absa Bank.
- 1.5. **"Bidvest"** means Bidvest Bank Limited (Registration No. 2000/006478/06), a bank registered under the Banks Act, 1990.
- 1.6. **"card"** means the Reload pre-paid card.
- 1.7. **"card account"** means the notional card account opened by DrawCard in respect of the cardholder for the purpose of allocating cardholder prepayments.
- 1.8. **"cardholder"** means the person who has been granted a card account.
- 1.9. **"cardholder prepayment(s)"** means the amounts paid by the cardholder or its nominee into the card account.
- 1.10. **"cell-phone"** means any Global System for Mobile Communications ("**GSM**") enabled terminal capable of connecting to a GSM mobile network.
- 1.11. **"card reference number"** means the 12 digit card reference number displayed on the reverse side of the card which must be used when making deposits and during the activation process.
- 1.12. **"DrawCard"** means DrawCard (Proprietary) Limited (Registration No. 2003/019899/07).
- 1.13. **"DrawCard group"** means DrawCard, any subsidiary of DrawCard, DrawCard's holding company and/or any subsidiary of DrawCard's holding company.
- 1.14. **"FICA"** means the Financial Intelligence Centre Act 38 of 2001.
- 1.15. **"merchant"** means any retailer, shop or any other entity that contracts with any Association member in order to accept cards and originate card transactions.
- 1.16. **"merchant transaction"** means a transaction entered into between you and a merchant.
- 1.17. **"PIN"** means a personal identification number issued at the time the card is activated.
- 1.18. **"POS"** means a point-of-sale terminal at a merchant.
- 1.19. **"pre-paid value"** means an amount equal to the amount that the cardholder or anyone else has paid into the card account.
- 1.20. **"sms"** means the 12 digit card reference number displayed on the reverse side of the card which must be used when making deposits and during the activation process.

- 1.21. "transaction" means :
- 1.21.1. the payment for goods and/or services at POS at merchants in South Africa who accept Visa cards;
  - 1.21.2. the withdrawal of cash from an ATM; and/or
  - 1.21.3. any other transactions, conducted by the cardholder using the card.
- 1.22. "Visa" means Visa Inc (and all of its subsidiaries and affiliates) or its successors and assigns.
- 1.23. "we" or "us" means DrawCard and/or Bidvest, and/or, if appropriate, any member of the DrawCard group.
- 1.24. "website" means [www.reloadmobilemoney.co.za](http://www.reloadmobilemoney.co.za).
- 1.25. "you" or "your" means the cardholder.

## 2. your card

- 2.1. Bidvest will always remain the owner of the card.

## 3. Using your card

- 3.1. Only you may use your card. You may not allow anyone else to use it.
- 3.2. The card has an expiry date and is valid until the last day of the month shown on the card unless the card account is closed or the card is revoked under clause below before that date.
- 3.3. A PIN is allocated to your card to allow you to perform transactions including purchases at POS and withdrawing money from ATMs.
- 3.4. To activate your card, you must sms your identity number, the card reference number and your name to 41614, or call Reload customer services on 0861 877 872. A Reload representative will verify your details and activate your card. You may also activate your card on the website.
- 3.5. You may use the card only for transactions. When paying for goods and services you will have to enter your PIN and you may be asked to sign a transaction slip. You may not use the card for transactions or incur fees that will exceed the value of the funds held in your card account and any such transactions will be declined.
- 3.6. Should you enter your PIN incorrectly three times in a row, all further transactions will be denied. In this event please call Reload customer services.
- 3.7. The total rand amount of purchases will be deducted from the card account.
- 3.8. Deposits may be made into your card account in cash or via electronic funds transfer from any internet enabled device including a cell-phone. Deposits of cash and/or from a debit or credit card may be made at a Bank using the reference number as the deposit reference.
- 3.9. Where you make a deposit into your card account, Drawcard acts as your agent and, except insofar as there may be a right of recovery against Drawcard in law, all risks connected with the administration of the funds and the responsibility to ensure that Drawcard executes your instructions are yours.
- 3.10. You may not use the card for any illegal transactions including online gambling or similar transactions. You may not use your card for foreign exchange purchases not may you use your card outside the Republic of South Africa. It is your responsibility to determine whether a transaction is lawful before you use the card. We will not be liable if a merchant refuses to accept or honour your card. We are obliged to report all illegal transactions to the relevant authorities.**
- 3.11. We may suspend your card or terminate use of the card immediately if you violate any of these terms and conditions. In addition, if any regulatory authority requests us to cancel the card, the card will be cancelled. Should this occur, we cannot be held liable in anyway.**
- 3.12. You agree that merchants are responsible for merchant transactions and that they are independent of us. We will not be liable if you have a complaint about goods or services**

- paid for with your card. Complaints should be taken up with the merchant concerned.
- 3.13. You use ATMs at your own risk. We will not be liable for any loss or theft resulting from the use of ATMs or any loss or damage suffered by you arising out of:
- 3.13.1. any ATM or POS failure, interruption or malfunction;
  - 3.13.2. the retention of the card or it being damaged or rendered unusable for any reason;
- 3.14. Your initial daily ATM and POS transaction limit is R1 000 (one thousand rand). If you wish to transact using larger amounts, you must complete a higher level of FICA (described in clause below) before you will be allowed to transact.
- 3.15. Your initial maximum card balance may not exceed R25 000 (twenty five thousand rand). Should your card balance exceed R25 000 (twenty five thousand rand) we are obliged to suspend your card account until you have completed a higher level of FICA (described in clause below). **You agree that we will not be liable should your card account be suspended in compliance with our obligations under FICA.**
- 3.16. **You must comply with all relevant legislation at all times, including legislation applicable to the combating of money laundering and we have a duty to report suspicions of money laundering using the card.**
4. **Unauthorised use of your card and PIN**
- 4.1. You are responsible for the safekeeping and proper use of your card. You must either memorise the PIN or keep any record of the PIN separate from the card in a safe place.
  - 4.2. Notify Reload customer services **immediately** if you realise your card is lost or stolen or your PIN has become known to any other person. We will stop the card as soon as reasonably possible after being advised.
  - 4.3. **You will be responsible for all cash withdrawn and payments made with the card before we stopped the card in terms of clause 4.2**
  - 4.4. **You indemnify us against any damages, loss or liability that you may suffer as a result of any unauthorised access and/or use of your card.**
  - 4.5. You may dispute that any purchase or withdrawal debited from the card account was authorised by you. We will investigate any dispute after we receive a sworn statement from you to the effect that you did not authorise the transaction. **We will not be obliged to reverse the disputed transaction until we have completed our investigation. Should we conclude that that the transaction was authorised by you, we shall not reverse the disputed transaction.**
5. **Malfunction of electronic facilities**
- 5.1. **We will not be responsible for any loss arising from any failure, malfunction or delay in any OS device, or ATM, or any supporting or shared networks resulting from circumstances beyond our reasonable control.**
6. **Authority to debit your account**
- 6.1. Any purchases or cash withdrawals you make using the card will be debited from the card account, whether or not the slips or vouchers are signed.
  - 6.2. The merchant (and not us), will be liable if a transaction is not authorised.
  - 6.3. Unless a reversal or chargeback is authorised under the relevant Association Rules:
    - 6.3.1. we are unable to reverse or chargeback any payment;
    - 6.3.2. any dispute with a merchant regarding a reversal or chargeback should be resolved between you and that merchant; and
    - 6.3.3. all payments made by us to a merchant for any transaction are final and irreversible.

## 7. Interest and fees

- 7.1. We determine the monthly fee payable on the card, charged in advance.
- 7.2. **You will be responsible for the cost of replacing any card.**
- 7.3. **Charges and fees will be debited from your card account.**
- 7.4. A schedule of fees and charges applicable to the card are available from the website.
- 7.5. You will earn interest 1% (one per cent) where your balance is above R5 00 (five hundred rand).
- 7.6. The Value in 7.5 may change at any time.
- 7.7. Fees are subject to annual review and shall be updated on the website [www.reloadmobilemoney.co.za](http://www.reloadmobilemoney.co.za) from time to time.

## 8. Statements

- 8.1. Statements are not issued automatically. Statements reflecting transaction history for the past 90 (ninety) days and balances are available from the website.
- 8.2. If you wish to request an additional statement with further history, please contact Reload customer services. A faxed statement will be sent to you and a faxed statement fee will be charged.

## 9. Applicability of Association Rules

- 9.1. We are subject to the Association Rules which may change from time to time. A copy of the Association Rules will be made available to you on request.

## 10. Terminating this agreement

- 10.1. You may terminate this agreement at any time. You must advise Reload customer services in writing if you want to close your card account and you must also destroy your card so it cannot be used again by cutting through the magnetic stripe and account number. **A card that is not destroyed correctly may still be used and should this happen you will be liable for the transactions and we will not be liable in any way.**
- 10.2. **We may choose at any time to revoke your card or to close the card account.**
- 10.3. **If the card account is closed for any reason, we will transfer the remaining credit balance, less any applicable charges either to another Reload card or to a bank account selected by you in writing. You will have no claim as regards the card account but any claim you may have regarding any credit balance on that card account up to the date of closure of the card account can be claimed from us.**
- 10.4. Even if this agreement terminates, we will be entitled to rely on any rights acquired by us under this agreement before it ended.

## 11. Amendments to these terms and conditions

- 11.1. In our sole discretion and at any time, we may amend these terms and conditions. Any amendment will not be interpreted as creating a new agreement. All amendments and updates will be available on the website, [www.reloadmobilemoney.co.za](http://www.reloadmobilemoney.co.za) or from Reload Customer Services 0861 877 782.
- 11.2. **It is your responsibility to keep up to date with the latest terms and conditions.**
- 11.3. The amendments to the terms and conditions will be binding on you and will form part of these terms and conditions on the earliest of 21 (twenty one) days after they have been updated on the website or your use of the card. Should you not accept the amendments, you are entitled to terminate this agreement in terms of clause 10 above.

## 12 Addresses for notices

- 12.1. The street address you supply to us will be regarded as your chosen address where notices may be given and documents in legal proceedings under this agreement may be served on you. **It is your responsibility to ensure that the correct street address has been furnished.** You must notify us in writing immediately if your address or any other relevant information changes.
- 12.2. You should send any legal notice to us at our chosen address:  
Sandhaven Office Park  
14 Pongola Crescent  
Eastgate Extension 17  
Johannesburg 2199  
South Africa
- 12.3. **You acknowledge that our agreement will be regarded as having been entered into at Johannesburg and any breach of this agreement and/or disputes relating to this agreement will be considered as having taken place in Johannesburg.**

## 13. FICA

- 13.1. Bidvest is regulated under FICA. Under the provisions of FICA, certain balance and transactional limits apply to your account: This product may only be used by South African citizens and South African residents.
- 13.2. Once you have activated your card by sms, you will have a transactional daily limit of R1 000 (one thousand rand). You may not have a balance of more than R25 000 (twenty five thousand rand) on the card and may not make payments of more than R25 000 (twenty five thousand rand) in a monthly cycle.
- 13.3. Should you wish to transact larger amounts, you must email or send a clear, certified copy of your Identity document to [ficaapps@reloadmobilemoney.co.za](mailto:ficaapps@reloadmobilemoney.co.za) or 0862 425 543. Once this has been done and your identity number verified, your daily transactional limit will be increased to R5 000 (five thousand rand). However, you may still not have a balance greater than R 25 000 (twenty five thousand rand) and may not make payments of more than R25 000 (twenty five thousand rand) in a monthly cycle.
- 13.4. To increase your maximum balance limit, and to increase your daily and monthly spend limits further, you need to email a clear, certified copy of your identity document and proof of residence (such as a utility bill, not older than three months) to [ficaapps@reloadmobilemoney.co.za](mailto:ficaapps@reloadmobilemoney.co.za) or fax to 0862 425 543. We may adjust the applicable limits from time to time.
- 13.5. We are obliged to suspend the transactional capability of your account if you exceed the limits described in 13.2 and 13.3.
- 13.6. Values listed in section 13 above, may change from time to time.

## 14. No Liability

- 14.1. **You acknowledge and agree that:**
- 14.1.1. **you have and shall have no rights of any nature to any funds held in any account which is unrelated to you; and**
- 14.1.2. **despite anything to the contrary contained in these terms or conditions or otherwise, we shall have no liability of any nature and however arising to you.**

## 15. Confidentiality

- 15.1. We will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your account or personal information will be disclosed to anyone unless:
- 15.1.1. we are legally compelled to do so; and/or
  - 15.1.2. it is in the public interest to do so; and/or
  - 15.1.3. the disclosure is made at your request and with your written consent; and
  - 15.1.4. you give us the necessary permission to store your personal information as provided by yourself to us.
- 15.2. In order to process your transactions and to offer you better service, your personal information may be transmitted to a third party who may be in a foreign country. By accepting these terms and conditions you consent to the transfer of your personal information to such a third party.

## 16. General Terms and Conditions

- 16.1. You may not vary any of these terms and conditions.
- 16.2. South African law governs these terms and conditions.
- 16.3. Any favour or concession we may give you will not affect any of our rights
- 16.4. We reserve the right to decline your application.
- 16.5. We may check by reference to third parties the correctness of any personal details given to us when activating your card and you consent to us doing so.
- 16.6. We have the right to request any further information or documents that we may legally require.
- 16.7. In the event of any contravention of the provisions of any South African law, you may be deprived of the use of the card.
- 16.8. If we take legal action against you to recover any amount due in terms of these terms and conditions, you will be liable for our costs (including all legal fees, collection commission and tracing fees) on the scale as between attorney and own client.**
- 16.9. You agree that we may sue you in the Magistrates Court, even if the claim against you exceeds the jurisdiction of the Magistrates Court. You consent to the jurisdiction of the Magistrates Court.
- 16.10. In the event that you are a minor, under the age of 16 years, you shall be deemed to have complied with all of the necessary requirements in terms of the Banks Act, and any other legislation which may be applicable, by virtue of the use of the card, which shall include but is not limited to having obtained the necessary consent or assistance of your guardian.