

Capitec Agreement for Sending Cash – Terms and Conditions

1. PARTIES

This agreement regulates the relationship between us, being Capitec Bank Ltd ("Capitec"), and you, the Senders and Recipients of Cash through the Capitec Service for sending cash provided to you on our behalf by our agent Participating retailer's and its affiliates. This agreement must be read with your Savings Account, Debit Mastercard, Remote Banking and Mobile Banking Terms and Conditions.

THE TERMS AND CONDITIONS HEREUNDER CONTAINS SECTIONS IN BOLD (CLAUSES 4.1, 4.4, 5, 6.4, 7.2, 9.3, 9.4, 10.3 and 11):

- **WHICH LIMITS THE RISKS AND LIABILITY OF US TO YOU AND OTHER PARTIES;**
- **WHERE YOU ACCEPT CERTAIN RISKS AND LIABILITIES;**
- **WHICH IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY US IN CERTAIN CIRCUMSTANCES; AND**
- **WHERE YOU ACKNOWLEDGE THAT YOU ARE AWARE OF CERTAIN FACTS RELATING TO THE CAPITEC SERVICE FOR SENDING CASH.**

2. DEFINITIONS

Unless the context clearly requires a contrary interpretation, the following terms as used in this agreement, shall have the following meanings:

- 2.2 "Cash" refers to the amount of money the Sender instructs us to send and provide in cash to a Recipient
- 2.3 "Participating retailer's kiosks and or till lanes" means participating retailers where the cash-out service is available. Please refer to Capitec Bank website for a list of participating retailers.
2.3.1 "Capitec card less ATMs" refers to Capitec ATMs where card-less services are available.
- 2.4 "Reference Number" refers to the reference number that we will allocate to the Sender to identify his/her instruction for sending cash.
- 2.5 "Service" means the Remote Banking App service regarding the payment of Cash that we provide to Senders and Recipients in terms of these terms and conditions.
- 2.6 "Our"/"Us"/"We" refers to Capitec, our agents and representatives including "Participating retailer's" Please refer to Capitec Bank website for a list of participating retailers
- 2.7 "Personal Information" means as defined in the Protection of Personal Information Act, 4 of 2013 (POPI), as amended.
- 2.8 "Remote PIN" means a secret number chosen by you, used to verify your identity when accessing and transaction on Remote Banking.
- 2.9 "Process" or "Processing" means as defined in POPI, as amended.
- 2.10 "Recipient" refers to the person who collects the Cash from us.
- 2.11 "Receipt Voucher" refers to the Till Slip that the authorised agent gives the Recipient to confirm his/her receipt of the Cash.
- 2.12 "Secret Code" means the 4 (four) digit secret identification number that the Sender chooses to give him/her or his/her intended Recipient access to the Cash which is associated with a particular instruction.
- 2.13 "Sender" refers to the person (also a banking client with us) who instructs us to transfer Cash.
- 2.14 "Send Voucher" refers to the SMS that we provide to the Sender to confirm his/her instructions.
- 2.15 "Service Desk" means our 24-hour Client Care Centre with telephone number 0860 10 20 43 as may be amended and published on our website by us from time to time, at which Senders and Recipients may contact us for assistance with the Service. Alternatively, Senders and Recipients can visit any Capitec branch for assistance during our office hours.
- 2.16 "SMS" means a short message service consisting of text messages.
- 2.17 "Till Slip" means the proof of receipt of the Cash by Capitec to the Recipient confirming that the Recipient has received the Cash sent in terms of the Service.
- 2.18 "Remote Banking (App)" means the software application made available by the Bank and installed on your cellphone, which is used for:
- 2.18.1 Security authentication of certain Remote Banking transactions; and/or
- 2.18.2 Banking functionality, in this case, relating to the Service.

3. STATUS AND CHANGES

- 3.1 These terms and conditions will be incorporated into and regulate a Sender's use of the Service and will become binding upon a Sender in respect of each such instruction from the moment of a Sender instructing us to transfer Cash at and to any participating retailer kiosk and or till lane. To the extent that these terms and conditions relate to Recipients, these terms will also become binding on a Recipient as from the moment of such Recipient receiving the Cash from us.
- 3.2 We may change these terms and conditions at any time without notification. Changes to these terms and conditions will be effective as against Senders in respect of all use of the Service initiated after such changes

have been incorporated into these terms, and as against Recipients in respect of all Cash paid out by us after such changes have been incorporated into these terms.

3.3 When the Sender has selected his/her Secret Code and entered his/her PIN to authorise the sending of cash, it will constitute conclusive proof of his/her instructions to us and his/her intention to be bound to these terms and conditions.

3.4 When a Recipient enters and or provides the Secret Code at a participating retailers store or at a Capitec card less ATM, and or signs the Till Slip, it will constitute conclusive proof of his/her intention to be bound to these terms and conditions insofar as they may relate to Recipients.

3.5 When a Sender uses this service, there is no agreement between us and the Recipient that you nominate to access the Cash. We will not become involved in any dispute between you and any Recipient.

4. SENDING CASH

4.1 You, the Sender, appoint us to pay the CASH to any person (including you, the Sender) who presents to us the Reference Number, the Secret Code and an appropriate Identification Document. **When a person presents the Reference Number and the Secret Code, we will assume that it is someone you, the Sender, have authorised to receive the Cash and, subject to these terms and conditions, we will pay the Cash to such person, unless the Cash has been paid out already.**

4.2 In order for us to process an instruction in terms hereof and to pay out the Cash we will require certain information from each Sender and each Recipient. Each Sender and each Recipient confirms and warrants that the information s/he provides to us in this regard is true and correct in all respects.

4.3 Recipients may not insist on part payment of the Cash at any time and we will not be obliged to pay out the Cash to any Recipient who fails and or refuses to provide us with the Secret Code, the Reference Number and an appropriate Identification Document, and or who refuses to sign the Receipt Voucher or to be bound by these terms and conditions. Each Recipient, by presenting a Secret Code and Reference Number, warrants that s/he is entitled to use the Secret Code and to receive the Cash involved.

4.4 **It is the Sender's responsibility to inform his/her intended Recipient of the correct Secret Code and Reference Number, and the Sender is responsible for doing so in a safe and secure manner. Each Sender must understand that, if s/he relies on a third person to communicate the Secret Code and the Reference Number, such third person may withdraw the Cash himself/herself.**

4.5 If a Sender decides that s/he wants to prevent the payout of the Cash to anyone other than him/herself, s/he may contact our Service Desk and request that such instruction be placed on hold. We will require the correct identity number and Reference Number from the caller (being the Sender) prior to complying with such request. Following receipt of such request, we will endeavour to prevent the Cash from being paid out to anyone other than the Sender, unless required to do so by law.

4.6 Each Sender also acknowledges that we may be obliged to pay out the Cash to a person other than the Sender or his/her intended Recipient in the event of being required to do so by law.

4.7 Finally, each Sender acknowledges that we may in our discretion suspend the payment of the Cash involved in any particular transfer at any time, in particular if we become aware of any suspicious circumstances surrounding a transfer. If a Sender or intended Recipient becomes aware of such suspension, s/he may contact us at our Service Desk for clarification.

4.8 If a Sender loses or forgets his/her Secret Code s/he may request a new Secret Code by resetting the Secret Code on the Service.

5. SECRET CODE AND REFERENCE NUMBERS

5.1 **When a Sender instructs us to transfer Cash, s/he will be asked to select his/her own Secret Code. We will assign a Reference Number to each such instruction.**

5.2 **It is the Sender's responsibility to keep his/her Secret Code secret.**

5.3 **No Sender should ever disclose his/her Secret Code to any other person than the intended Recipient of the Cash, especially not to members of our staff.**

6. TRANSFER LIMITS, FEES AND INTEREST

6.1 Certain daily and monthly limits will apply to the use of the Service, as indicated on our website or in branch from time to time.

6.2 A Sender will be obliged to pay the applicable fees associated with an instruction to send Cash through our Service upon initiating such instruction.

6.3 The applicable limits and or fees will be as communicated to the Sender on our website: www.capitecbank.co.za. The Sender agrees that we may, from time to time, amend these transfer limits and or fees and/or introduce new limits and or new fees for Remote Banking limits and or fees. We will communicate such changes to you via our pricing brochure available at any Capitec branch and or on our website. If you do not accept the new and/or amended limits and or fees, you may cancel this Agreement. All such fees are non-refundable.

6.4 **Senders and Recipients must understand that the Service is not a bank account and that neither Senders nor Recipients are entitled to receive any interest on the Cash for the period that the payment of the Cash to a Recipient remains pending, irrespective of the duration thereof.**

7. STATEMENTS AND IRREGULARITIES

7.1 Each Sender agrees that we will not be obliged to provide him/her with a regular or periodic statement of account in respect of the Service rendered to him/her or the Cash paid to us. Senders may enquire about the status of Cash by contacting our Service Desk.

7.2 **Senders are responsible for reporting any irregularities regarding his/her use of the Service, including the loss of a Secret Code or the unauthorised disclosure or use of a Secret Code and Reference Number, to our Service Desk. In such event, a Sender may request us to place the payment of any Cash involved on hold in terms of Clause 4.5 of these terms and conditions.**

8. NOTICES

We will send all notices required by law and by this agreement to the address a Sender provided to us in terms of the Sender's Remote Banking Agreement with us, and the Sender agrees to receive such notices at such address. The Sender agrees to inform us of changes to the information in his/her personal profile in terms of the provisions of the Sender's Mobile Banking Agreement.

9. PERSONAL INFORMATION

9.1 Each Sender and Recipient acknowledges that in order to be able to deliver the Service and to ensure the continuation of the services we may need to collect, process, share and store ("processing") his/her Personal Information and the information about the instructions provided.

9.2 Each Sender further agrees and authorises that processing may include, inter alia, sharing his/her Personal Information and the information with authorities and with third parties who assist us to render the Service as well as with other financial institutions in the event of a transfer of the Service and each Sender and Recipient therefore agrees to us disclosing such information to such persons and entities.

9.3 **Each Sender hereby also authorises us and our agents, being participating retailers as referred to on our website their affiliates to utilise his/her Personal Information for any commercial or marketing purposes and agrees to receive such commercial communications as we or they may deem relevant from time to time during the term of this agreement and thereafter.**

9.4 Each Sender hereby waives any claim against us in respect of such disclosures and use, and indemnifies us against any loss or liability as a result of the execution of the authorisation that is granted to us herein.

10. AVAILABILITY

10.1 Senders acknowledge that the Service may at times not be available for various reasons and that we have the discretion to suspend the Service from time to time. We also reserve the right in our absolute discretion and without notice to alter, modify, upgrade, update, withdraw or terminate the Service or any part thereof at any time.

10.2 A Sender may ask for a refund of the Cash paid in by him/her in the event of such change, suspension or withdrawal by contacting our Service Desk during Support Hours.

10.3 **Senders agree that we will not be liable for any losses, expenses or damage incurred by him/her or any third party for such unavailability of the Service and each Sender indemnifies us against any claim for such losses, damages or expenses incurred by any third party as a result of such unavailability.**

11. LIABILITY

11.1 **Neither us, nor our subcontractors or agents (including our participating retailers and its affiliates), nor the representatives, employees or directors of any of them shall be responsible or liable for any direct, general, intrinsic, indirect, special, extrinsic, punitive or consequential injury, loss, expense or damage of any kind whatsoever (including arising from contract, statute, delict (including from negligence or gross negligence) or otherwise) suffered or incurred by any Sender and or Recipient as a result of using the Service for any reason whatsoever.**

11.2 **Each Sender and Recipient hereby indemnifies us against any demand, claim or action for direct, intrinsic, general, indirect, extrinsic, special, punitive or consequential damages or order made against us by a third party relating to or in connection with his/her use or accessing of the Service whether such demand, claim or action was caused directly or indirectly by us for any reason whatsoever.**

12. GENERAL

12.1 Each Sender and Recipient hereby grants us permission to subcontract, cede, delegate, assign or otherwise transfer any of our rights and/or obligations in terms of this agreement to any third party. Each Sender and Recipient further agrees that we do not have to inform him/her of any such cession, assignment or transfer.

12.2 A certificate signed by any of our directors will be conclusive proof of the date of publication and content of the current version of these terms and conditions and all previous versions of the terms and conditions and the pricelist containing the fees as published on our website: www.capitecbank.co.za pertaining to the Service.

- 12.3 The laws of the Republic of South Africa apply to these terms and conditions as well as the relation between each Sender and Recipient and us as far as it concerns the use of the Service or any matter that may arise therefrom.
- 12.4 To the extent that it relates to Sender(s), the Sender(s) Remote Banking Agreement, these terms and conditions and the content of the relevant Send Voucher contain the full terms and conditions of the agreement between us and the Sender in respect of the relevant instruction to which such Send Voucher relates.
- 12.5 No relaxation or indulgence granted by us to any Sender or Recipient shall in any respect prejudice our rights in terms of this agreement
- 12.6 If any term of this agreement is invalid this does not mean that the whole agreement is invalid. Only that term is invalid and the rest of the agreement remains valid.
- 12.7 We may cancel this Agreement and the Service, by notification to you.