



# Absa ChatWallet

## Unrestricted

### Terms and conditions

Please read these terms and conditions carefully.

#### 1 Introduction

- 1.1 These terms and conditions apply to you if you register for and/or use the Absa ChatWallet.
- 1.2 Any reference to “we”/“us”/“Bank” means Absa Bank Limited (Reg No 1986/004794/06).
- 1.3 These terms and conditions (“**Agreement**”) must be read together with the Personal Client Agreement (“**PCA**”). If there is a conflict between this Agreement and the PCA, the provisions of this Agreement will take precedence.

#### 2 Definitions

- 2.1 **Absa ATM** means an automated teller machine.
- 2.2 **Absa Channel(s)** means the channel(s) that you use to access your Absa ChatWallet such as WhatsApp, USSD, the Absa Banking App, Connected Banking and an Absa ATM.
- 2.3 **Absa ChatWallet** means a store of value, in terms of which you can access the Absa ChatWallet through various Absa channels, which allows you to make various purchases, withdrawals and payments.
- 2.4 **Absa ChatWallet PIN** means your five-digit PIN for Online Banking.
- 2.5 **Absa client** means a client of Absa Bank Limited.
- 2.6 **Account** means a transactional account held with Absa Bank.
- 2.7 **CashSend** means the cardless Absa Bank offering to send and receive money with the use of a South African cellphone number of an Absa client and the CashSend recipient.
- 2.8 **CashSend recipient** means any third party to whom you have sent money.
- 2.9 **Money** means South African rand value.
- 2.10 **Payer** means a person that pays money into your Absa ChatWallet.
- 2.11 **Payment amount** means the amount of money that you instruct us to pay to a recipient or an amount of money that a payer instructs us to pay to you.
- 2.12 **Prepaid purchases** means airtime, data and electricity.
- 2.13 **South African Identity** means your South African identity number as set out in your South African Identity Document (“**ID**”) or your South African Smart ID Card.

#### 3 Get an Absa ChatWallet

- 3.1 You must be an adult (18 years or older) and have a South African registered cellphone number, a smartphone and a South African Identity to use the Absa ChatWallet.
- 3.2 You can onboard the Absa ChatWallet from the WhatsApp application channel.
- 3.3 You will be required to save the Absa ChatWallet number as a contact on your cellphone to use WhatsApp to onboard the Absa ChatWallet.
- 3.4 When you are onboarded in terms of the Absa ChatWallet, you must create a unique five-digit PIN, which you will use to access your Absa ChatWallet. You must not share your five-digit PIN with anyone. We will not be liable for any loss if you share your five-digit PIN with a third party.
- 3.5 Once you have registered, you can access your Absa ChatWallet using WhatsApp, the Absa Banking App, USSD and Connected Banking.
- 3.6 You can use the Absa ChatWallet to do the following:
  - 3.6.1 make purchases such as airtime, data and electricity and play Lotto. You may only play Lotto via the Banking App or Connected Banking;
  - 3.6.2 send and/or receive money;
  - 3.6.3 make cash withdrawals; and
  - 3.6.4 view your balance and recent transactions.
- 3.7 You may only register one Absa ChatWallet account with your South African Identity.

#### 4 Making prepaid purchases with your Absa ChatWallet

- 4.1 You can use the Absa ChatWallet to purchase airtime, data and electricity, subject to the airtime, data and electricity limits and the daily and monthly withdrawal limits of the Absa ChatWallet.
- 4.2 We cannot cancel or reverse a payment made in terms of prepaid purchases.
- 4.3 Absa Bank is not liable for any loss suffered as a result of any prepaid purchases made through service providers.

#### 5 Receiving money in your Absa ChatWallet

- 5.1 Once you have an Absa ChatWallet account, you will be able to share:
  - 5.1.1 your Absa ChatWallet account number with a payer to allow them to make payments into your Absa ChatWallet; or
  - 5.1.2 your cellphone number with an existing Absa ChatWallet account holder to allow them to make payments into your Absa ChatWallet.
- 5.2 You can receive funds in your Absa ChatWallet in the following ways:
  - 5.2.1 a payment can be made from a South African bank account into your Absa ChatWallet;
  - 5.2.2 a cash deposit can be made from an Absa ATM into your Absa ChatWallet; and
  - 5.2.3 a CashSend transaction can be sent directly to your Absa ChatWallet.
- 5.3 It is your responsibility to ensure that you provide the correct and complete Absa ChatWallet account details and/or your correct cellphone number to a payer.

- 5.4 You will not earn interest on money in your Absa ChatWallet.
- 5.5 All maximum balances and limits are subject to change and any changes will be published on [absa.co.za](https://absa.co.za). We will give you reasonable notice of these changes.
- 5.6 The maximum balance allowed at any point in time is R25 000 and you will not be allowed to exceed this amount. Further deposits into the Absa ChatWallet will be blocked if the maximum balance is exceeded:
  - 5.6.1 the total withdrawal limit per day is R5 000; and
  - 5.6.2 the total withdrawal limit per month is R25 000.
- 6 **Paying with your Absa ChatWallet**
  - 6.1 You can pay using your Absa ChatWallet by:
    - 6.1.1 paying to an Absa ChatWallet account using your Absa ChatWallet account details; and
    - 6.1.2 sending money to a CashSend recipient by way of their cellphone number. If the recipient has an Absa ChatWallet, the funds will go directly to the Absa ChatWallet.
  - 6.2 We implement measures and operate controls relating to financial crime and prohibited business activity both within and outside South Africa to comply with our legal and regulatory obligations. For us to comply with our obligations, you must provide us with the following minimum information to send the money to the beneficiary: the full name; surname; and bank account details.
  - 6.3 If you pay from your Absa ChatWallet, you must have the correct recipient details. If you do not provide the correct and complete details, the payment transaction may fail or be allocated incorrectly. You understand and agree that we are not liable for any loss or damage that you may suffer if you do not provide correct and/or complete details.
  - 6.4 Payments are subject to the available balance in your Absa ChatWallet account and daily and monthly withdrawal limits and the monthly credit balance limits of the Absa ChatWallet apply.
  - 6.5 If the recipient does not have an Absa ChatWallet:
    - 6.5.1 The recipient will first be given the opportunity to create an Absa ChatWallet account. If they have not created the Absa ChatWallet account within five minutes, they will be provided with a CashSend withdrawal voucher number and access PIN to redeem the CashSend at an Absa ATM.
- 7 **Withdrawing from your Absa ChatWallet**
  - 7.1 You can withdraw all the money from your Absa ChatWallet or a portion of the money, subject to the daily and monthly withdrawal limits. You can withdraw the money from an Absa ATM only.
  - 7.2 The below withdrawal limits apply to your Absa ChatWallet:
    - 7.2.1 the total withdrawal limit per day is R5 000; and
    - 7.2.2 the total withdrawal limit per month is R25 000.
- 8 **Absa ChatWallet PIN**
  - 8.1 You can reset your Absa ChatWallet PIN via Absa ChatWallet.
  - 8.2 The reset process is applied in the following instances:
    - 8.2.1 if you enter your Absa ChatWallet PIN incorrectly three times;
    - 8.2.2 if you forget your Absa ChatWallet PIN; and
    - 8.2.3 if you would like to change your Absa ChatWallet PIN.
  - 8.3 You agree to not share your PIN.
- 9 **Fees and charges**
  - 9.1 You agree to pay the fees and charges as described in our pricing guide, which you can access at [absa.co.za](https://absa.co.za)
  - 9.2 We can change our fees and Absa ChatWallet limits for or service that you have taken up by notifying you, with reasonable notice before the change takes effect.
- 10 **Technology**
  - 10.1 The Absa ChatWallet service and payments rely on technological infrastructure.
  - 10.2 During a service outage, it may not be possible for you to use our products and services and there may be delays in your transactions being processed and being reflected in your transaction history.
  - 10.3 **If you change your cellphone number or it is dormant and your cellphone number is repurposed, it is your responsibility to inform the bank and the recipients that will be paying you that you have changed your cellphone number. We will not be liable for any loss suffered by you as a result of this.**
  - 10.4 Unless we acted with gross negligence or fraudulent intent, we will not be liable for any damage arising from a network breakdown, a system failure, equipment malfunction and the destruction of or damage caused by power failures or similar occurrences.
- 11 **Absa ChatWallet suspension, deregistration and delinking**
  - 11.1 You may deregister your Absa ChatWallet at any time.
  - 11.2 We may terminate or suspend your Absa ChatWallet account at any time and communicate this to you within a reasonable time. All rights, granted to you in respect of the service, will terminate immediately if we:
    - 11.2.1 suspect fraud or illegal, unauthorised or improper conduct;
    - 11.2.2 suspect that we are exposed to any risk through your use of the Absa ChatWallet service;
    - 11.2.3 are required by law to do so or are so ordered by a competent court; or
    - 11.2.4 suspect that your use of the Absa ChatWallet service violates any of these terms.
  - 11.3 If your cellphone is lost or stolen or if you get a new device or cellphone number, you can delink your device and link your new cellphone number by going into the Absa ChatWallet via WhatsApp or from the new device and selecting "I already have a Wallet" through the Recover Wallet process.
- 12 **Important contact details**

Fraud Hotline numbers: 0860 557 557  
Local: 08600 08600  
International: +27 11 335 4019
- 13 **FAIS Act notice**

Please refer to [absa.co.za](https://absa.co.za)



# Personal Client Agreement

## Unrestricted

This Agreement is between us, **Absa Bank Limited** and **you**, our Personal Banking client. You are an individual acting in your personal capacity. This Agreement covers all our Personal Banking products and services, except our Vehicle Finance, Home Loans, PEP Stores Account and the financial services that we might provide for a third party financial services provider. Some products and services require an additional agreement to be read with this Agreement.

This Agreement does not cover our Business or Corporate Banking products and services.

By taking up or continuing to use our Personal Banking products and services, you agree to the terms set out in this Agreement.

We will provide information to you about the prices, benefits and any limitations of our products and services before you agree to take them.

### Your risks

Please pay extra attention to text highlighted in a box like this to emphasise a risk that we want to draw your attention to.

### Parts of this Agreement

- 1 Bank accounts
- 2 Your banking
- 3 Credit
- 4 General.

#### 1 Bank accounts

This Part 1 of the Agreement applies to your bank accounts, including current, savings and investment accounts. In this Agreement, "**your Account**" refers to any account that you have with us.

##### 1.1 Account statements

We make Account statements available to you, which are the official record of your Account. You agree to check them promptly and to let us know if you think anything may be incorrect by contacting your banker, any of our branches or our Call Centre number.

We make statements available by electronic means, such as email or on our Banking App, unless we agree with you otherwise.

##### 1.2 Fees

You agree to pay fees which, depending on the features of your Account and the products and services that you take up, may include:

- a monthly fee;
- fees for transactions on your Account;
- fees for administrative services that you require in relation to your Account; and
- fees for other products and services that you take up.

Fees are charged to your Account either at the time of a transaction or monthly in arrears.

We offer a range of Accounts with different price and benefit options.

You can access our pricing guides on our website at [absa.co.za](https://absa.co.za) or by enquiring at one of our branches.

We can change our fees for your Account or a product or service that you have taken up by notifying you in writing at least 20 (twenty) business days before the change takes effect.

##### 1.3 Savings and Investment Accounts

Terms relating to savings and investment Accounts are set out in the relevant product agreement or term sheet.

Interest rates (except for Islamic Accounts) are provided to you when you open the Account.

##### 1.4 Maintaining a credit balance

Unless we have granted you credit on your Account, you agree to maintain a credit balance at all times. If a debit balance arises, it is immediately due and payable from you to us and you agree to fund your Account to repay the debit balance immediately.

You agree to pay interest and/or fees on any debit balance that arises as specified in the pricing guides.

Interest is charged on a debit balance daily at midnight and is debited to your Account, with any fees, monthly in arrears.

A transaction that you have done may sometimes only be debited to your account long after you have used your debit card to authorise the transaction.

### Your risk of a debit balance

A debit balance can arise on your Account when you do not have a credit facility if:

- your credit balance is insufficient to pay our fees when they are debited to your Account;
- we allow you to draw against cheques that have been credited to your Account before we have collected payment from the drawer's bank and the cheque is stopped or dishonoured; or
- other debits passed to your Account exceed your credit balance (e.g. we allow a payment through to assist you although your credit balance is insufficient or we reverse a credit made to your Account in error).

A debit balance may affect your credit profile.

### 1.5 Charges to other accounts

If you fail to pay any credit agreement instalments when due, you authorise us to use amounts that you have available in any of your bank accounts, now or in the future, to pay such arrear amounts.

### 1.6 Dormant accounts

If you do not use your Account for a period of up to 90 (ninety) days it may become “**dormant**”. This means that you will not be able to use the Account or access any credit balance in your Account. To access a dormant Account or claim any credit balance in the Account, you will have to contact us through our Call Centre or visit any of our branches. We may ask you for information and documents to support your claim.

We will give you at least 1 (one) month’s written notice before your Account becomes dormant.

When you claim a dormant balance, we will add interest to your balance if it would have earned interest had your Account not become dormant.

If the interest terms that last applied before your Account became dormant have ceased to be offered, the amount of interest will be the amount that we paid on similar accounts and balances in the relevant period.

### 1.7 Closing your Account

Unless an agreement relating to a particular product or service says otherwise, you can close your Account at any time provided that you first settle any debit balance owing.

### 1.8 Shari’ah accounts and products

If your Account or banking product is Shari’ah compliant (an Islamic account or Islamic product):

- it will be based on Shari’ah principles and approved by the independent Shari’ah Supervisory Board;
- we will use deposits received in compliance with Shari’ah principles;
- overdrafts are not permitted;
- you will not earn interest;
- we will not charge interest; and
- you authorise us to dispose of any involuntary income that is not permitted under Shari’ah law in accordance with Shari’ah principles.

### 1.9 Qualifying criteria

If your Account has qualifying criteria (e.g. age) and you cease to meet the criteria, we will change your Account to a similar one that we offer at the time without the qualifying criteria.

### 1.10 Amounts credited to your Account that do not belong to you

If your Account is credited with an amount that does not belong to you, you agree:

- to tell us straight away;
- not to withdraw or spend it and that if you do, you have to pay it back to us; and
- that we can debit your Account with the amount credited to your Account that does not belong to you (whether or not you have spent or withdrawn it).

## 2 Your banking

This Part 2 of the Agreement applies to the different ways to carry out your banking.

Depending on the features of the Accounts and products and services that you take up, you may use:

- a **debit** or **cheque card** to transact on your Account;
- a **credit card** to carry out transactions using a credit facility;
- **eBanking** to access and transact on your Account via the internet or cellphone or by using an application on a smartphone, tablet or similar device;
- **CashSend** to transfer money within South Africa to a recipient who withdraws the money at one of our ATMs;
- **NotifyMe** to stay up to date with transactions on your Account;
- **Telephone Banking** to make enquiries and to give us instructions for transactions by telephone, including interactive voice response self-service; and
- a **Garage card** linked to your bank account or to your credit card account to carry out transactions related to fuel, parts, tollgates and services.

If you have a credit card you will also be required to enter into a credit card facility agreement with us.

In this Part we refer to debit, cheque and credit cards (and garage cards where relevant) as “**your Card**” and the term “**Account**” includes a Credit Card Account.

### 2.1 Your Card

You can use your Card to withdraw cash, deposit money, transfer money and pay for goods and services where your Card is accepted as a means of payment. Your Card expires on the date shown on the Card.

When your credit card facility agreement ends or your Account to which your debit card is linked is closed, you agree to destroy the Card by cutting it up. See below the risks to you of someone using your Card, including one that you fail to destroy.

### 2.2 Authorising Card transactions

You authorise Card transactions in your presence by presenting your Card and signing a transaction slip, by presenting your Card and entering your personal identification number, called a PIN, into a point-of-sale terminal, by presenting your Card or cellphone and tapping it on a point-of-sale terminal or accepting the transaction on your cellphone.

#### **Risk of Card transactions authorised remotely**

You authorise Card transactions remotely without presenting your Card (e.g. by telephone or over the internet) by providing your Card number, its expiry date and its security number. This carries a higher risk of fraud and disputes than when you authorise Card transactions in your presence.

### 2.3 Keeping your Card secure

You agree:

- to sign your Card on the signature strip on the reverse side as soon as you receive it;
- not to allow anyone else to use your Card; and
- to keep your Card securely in your possession.

### 2.4 eBanking

eBanking enables you to transact on your Account via the internet or cellphone and by using an application on a smartphone, tablet or similar device, which you may need to upgrade from time to time to continue to access eBanking.

### 2.5 CashSend

CashSend enables you to transfer money within South Africa via eBanking or at one of our ATMs to a recipient with a South African cellphone number, who withdraws the amount transferred at one of our ATMs.

If the recipient does not withdraw the money within 30 (thirty) days after you make a transfer the amount you intended to transfer will be credited back to your Account, without interest.

### 2.6 NotifyMe

If you take up NotifyMe, our messaging service, we send you an SMS message or email to notify you of transactions on your Account when we become aware of them, which may not always be on the same day that the transaction occurred.

### 2.7 Your PIN, password and CashSend code

We give you a PIN to help prevent anyone else from using your Card or accessing your Account via eBanking or Telephone Banking. You also choose a password to help prevent anyone accessing your Account via eBanking. For certain services or transactions, we may also use extra security measures or procedures (e.g. a random verification number or "RVN"). You agree not to disclose your PIN or password or RVN (if applicable) to anyone.

When you use CashSend to transfer money, the recipient withdraws it from one of our ATMs by entering the amount, a reference number that we send by SMS and an access code that you select. You agree not to share the amount of the transfer or the access code with anyone other than the recipient. It is your responsibility to provide the correct cellphone number for our SMS.

### 2.8 When your Account is at risk

The security of your Account is at risk if:

- you lose your Card, it is stolen or if someone else uses it; or
- someone knows your PIN or eBanking password.

You agree to tell us straight away if your Account is at risk by calling us on 0800 11 11 55 and to retain the reference number that we give you.

If what you tell us indicates that your Card is at risk, we will cancel it.

If what you tell us indicates that your eBanking or Telephone Banking is at risk, we will suspend your service.

#### Risks of someone else using your Card, eBanking or Telephone Banking - 1

If someone uses your Card or accesses your Account via eBanking or Telephone Banking before you tell us that your Account is at risk, you will be responsible for all expenditure incurred on your Card and all transactions on your Account by eBanking or Telephone Banking until you tell us that your Account is at risk.

#### Risks of someone else using your Card, eBanking or Telephone Banking - 2

If someone uses your Card or accesses your Account via eBanking or Telephone Banking after you have told us that your Account is at risk, you will be responsible for all expenditure incurred if and to the extent that:

- you used your Card, eBanking or Telephone Banking;
- allowed your Card, eBanking or Telephone Banking to be used by someone else;
- you were careless about the security of your Card or your PIN or your eBanking password and this contributed to your Card, eBanking or Telephone Banking being used by someone else; or
- you accessed eBanking using a device which has had its security features tampered with or disabled.

We may set limits on the value of transactions permitted on your Card or via eBanking and Telephone Banking. You may set lower limits for your protection or ask us for higher limits.

### 2.9 Card, eBanking and CashSend payments

There are limited circumstances in which you may be able to reverse payments for goods and services that you have paid for using your Card, subject to card issuer rules.

#### Risk of making incorrect eBanking payments

We cannot cancel or reverse eBanking, Telephone Banking payments or prepaid purchases (e.g. prepaid electricity, data or airtime), even if you enter an incorrect amount, account number, branch clearing code or cellphone number. You acknowledge that we do not check whether the beneficiary details that you enter are correct.

#### Risk of someone other than the intended recipient receiving your CashSend transfer

We cannot cancel or reverse CashSend transfers. The person who knows the amount of the transfer, the reference number that we send by SMS and the access code that you select can withdraw the amount transferred. This could happen, for example, if you give us the wrong cellphone number for our SMS and send the amount of the transfer and access code to the same number.

If you fear that someone other than the intended recipient may be able to withdraw your CashSend transfer, you can cancel the transfer before the money is withdrawn using the channel (eBanking or ATM) that you used to make the transfer.

## 2.10 Automated records of your Card transactions

When you use your Card in a machine (e.g. ATM or point-of-sale terminal) it makes a record of the transaction and passes the payment information to be debited or credited to your Account.

You agree to rely on this automated process unless you can show on reasonable grounds that the transactions appearing on your Account statements are incorrect.

## 2.11 Other users

We may, at your request, issue additional Cards or grant additional eBanking or Telephone Banking access, to allow others to transact on your Account.

This Agreement applies to any additional Cards that we issue and any additional eBanking or Telephone Banking access that we allow. You agree that you are responsible for ensuring that any additional Card that we issue or eBanking or Telephone Banking access that we allow is used in accordance with this Agreement.

### **Risk of additional users**

You are responsible for all expenditure that is incurred on any additional Card or by any additional eBanking or Telephone Banking access as if it was on your Card or your eBanking or Telephone Banking access.

## 2.12 Gambling and lotteries

To comply with South African lotteries and gambling laws you agree not to use your Account to participate in lotteries organised outside South Africa or gambling activities that are not authorised under South African gambling laws or internet gambling.

We will report your transactions involving these activities to the South African authorities.

## 2.13 Using your Card, eBanking, Telephone Banking and NotifyMe outside South Africa

If you use your Card, eBanking and Telephone Banking functionality outside of the Common Monetary Area ("CMA") comprising of South Africa, Namibia, Lesotho and Eswatini, you will have to comply with the relevant exchange control regulations. In this regard, you warrant to Absa that you will not use your Card, eBanking and Telephone Banking in any manner that would result in a contravention of the relevant exchange control regulations, requirements and restrictions. You will be responsible for any consequences arising out of your non-compliance with the relevant exchange control requirements. Please note that Absa is required by law to report transactions occurring within and outside of the CMA to the South African Reserve Bank and the Financial Intelligence Centre.

If you use your Card, eBanking and Telephone Banking functionality to withdraw cash or make a payment in a currency other than South African rands, the cash withdrawal amount or payment will be converted into South African rands at our prevailing rate for Business Banking clients at the time that the transaction is processed to your Account, unless we have agreed on a different rate with you. You may be charged a fee for the currency conversion, which will be added to the transaction amount.

You will only receive NotifyMe messages outside South Africa if you have international roaming services with your cellphone service provider.

The authorisation amount received via NotifyMe for a Card transaction in a foreign currency may differ from the amount reflected on your statement because of changing exchange rates and currency conversion fees.

## 2.14 Ending your Cards, eBanking, Telephone Banking and NotifyMe

You can tell us at any time that you no longer want to use the eBanking, Telephone Banking or NotifyMe services.

Your debit card, eBanking, Telephone Banking and NotifyMe end automatically when the Account to which they are linked is closed.

Your credit card ends automatically when the credit card facility to which it is linked ends.

## 2.15 Stop orders and Debit orders

You may choose to make regular payments to a service provider or a credit provider ("**third party**") by means of a Stop order or a Debit order.

A Stop order is an instruction given by you to us directly to pay a specific amount to a third party on a regular basis. We act on your instructions and the third party is not given authority to debit your account. You can instruct us to cancel the Stop order at any time.

A Debit order is an agreement between you and a third party in which you authorise the third party to collect payment from your account by means of a debit against your account. You should report any disputes relating to a Debit order payment to us immediately.

In some instances, you may stop future payments of a specific Debit order by requesting us to place a stop payment instruction on your account. Placing a stop payment will only apply temporarily and does not stop your obligations to make payment in terms of your contract with the third party. It is best that you cancel the Debit order instruction with the third party.

In some instances, depending on the date of the Debit order transaction, you may dispute Debit order transactions that have already been debited to your account. If we determine that the Debit order was not authorised by yourself, we may reverse the transaction(s).

We may charge a fee for processing your instruction to stop a payment or processing your dispute of a Debit order.

Stopping or disputing a valid Debit order may result in a negative impact of your credit profile or legal action by the third party against you. We will not be held responsible if you incur any loss when placing a stop payment instruction or disputing a valid Debit order on your account.

## 3 Credit

This Part 3 of the Agreement covers credit that we grant you, as a consumer, under the National Credit Act 34 of 2005 ("**NCA**"). There will also be a combined quotation and credit agreement to be read with this Agreement.

### 3.1 Using your credit

You agree to use your credit for the purpose stated in your application. If your credit is to pay off one or more debts, you agree that we will pay off those debts on your behalf before you will be able to draw your new credit from us.

### 3.2 Credit reporting and information sharing

Under credit reporting requirements we communicate to a credit bureau details of:

- your application for credit, the provision of credit to you, its termination; and
- any failure on your part to comply with your obligations under a credit agreement.

The credit bureau maintains and provides to others a credit profile about you and possibly a credit score on your creditworthiness.

You have the right to contact the credit bureau, to have your credit record disclosed and to correct any inaccurate information.

### 3.3 Debt counselling

If you are experiencing difficulty in meeting your financial obligations under your credit agreement, you have the right to apply to a debt counsellor for a declaration that you are over-indebted and for rearrangement of your financial obligations under the credit agreement.

If the debt counsellor determines that you are over-indebted, the debt counsellor will propose a rearrangement of your financial obligations.

If we agree with the proposal, your financial obligations under the credit agreement will be rearranged under a Magistrate's Court/National Consumer Tribunal order. If we do not agree to the proposal, the debt counsellor will refer it to a Magistrate's Court/National Consumer Tribunal which may exercise its power to rearrange your financial obligations under the credit agreement.

### 3.4 Default

Subject to the terms of the credit agreement, at any time before we end the credit agreement, you may remedy a default by bringing your financial obligations up to date.

If you default under the terms of your credit agreement, before we take enforcement action against you we will notify you in writing (a "Default notice") and allow you the opportunity to bring your financial obligations up to date, to seek the assistance of a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction in order to resolve any complaints or disputes.

We may, not less than 20 (twenty) business days after the date of your default and not less than 10 (ten) business days after we delivered the Default notice or Debt review termination notice to you, issue legal proceedings against you to recover your debt under the credit agreement. We may also proceed to do so immediately if you fail to comply with a debt rearrangement agreement or order.

You will be in default if you fail to comply with any provision of your credit agreement.

You are entitled to choose whether to receive a Default notice by registered mail ("**Option A**") or delivery to an adult at your residential (physical) address ("**Option B**"). If at the time we issue a Default notice you have not recorded your choice with us, you agree that we can use Option A or B and that we will use the last address information (physical or postal) that you have provided to us.

### 3.5 Collections costs

If you default under the terms of your credit agreement, we are entitled to collections costs as follows:

- for a Default notice, the amount prescribed under the NCA;
- for work undertaken for us by registered debt collectors to recover your debt, amounts prescribed under the Debt Collectors Act 114 of 1998; or
- for enforcement action to recover your debt, amounts prescribed under the Magistrates' Courts Act 32 of 1944 or the Superior Courts Act 10 of 2013.

You agree that we are also entitled to recover from you the fees and commissions that attorneys charge us on an attorney/client basis:

- for collections work as prescribed under the Legal Practice Act 28 of 2014; and
- for legal proceedings to recover your debt, as determined by the court, if not agreed.

You agree that we may debit the collections costs, fees and commissions to the bank or credit agreement account on which the relevant default has arisen and that the costs will be added to and form part of the outstanding balance.

The collections costs described in this paragraph are referred to as "**Costs**" in our credit agreements.

## 4 General

### 4.1 Your contact details

You agree always to provide to us:

- your current residential (physical) address (and a PO box number as your postal address if you do not want mail delivered to your residential address);
- a functioning telephone number at which we can reach you; and
- a functioning email and cellphone number if you have a product or service that requires them.

You agree that we may use any of the contact details that you have last provided to us for all legal notices that we may send to you.

#### Contact details – your risk

If you do not keep your contact details up to date and ensure any cellphone number or email address that you have provided to us is functioning, you risk not receiving important communications from us that may affect your legal position.

### 4.2 Delivery of communications

You agree as follows:

- When we send items to you by post they are deemed to be delivered within 4 (four) days after the date of posting (the "**Post delivery period**") and when we send you emails, SMSs or other electronic messages, they are deemed to be delivered by the end of the day after we send them (the "**Electronic communication delivery period**"), unless you can on reasonable grounds show otherwise,
- if you say that you did not receive a communication from us or received it later than the Post delivery period in the case of an item sent by post or the Electronic communication delivery period in the case of an email, SMS or other electronic communication and you cannot show on reasonable grounds that you kept your contact details up to date and ensured any cellphone number or email address that you have provided to us was functioning at the relevant time,
- then where our Agreements provide for us to notify you of something in writing that takes effect on delivery of the notification or when a period has elapsed after delivery of the notification, the notification will take effect in accordance with the Post delivery period or the Electronic communication delivery period, as applicable.

### 4.3 Personal Banking products and services not to be used for business

You agree not to use our Personal Banking products and services for business purposes.

### 4.4 Business days

In this Agreement and our agreements for particular products and services, the term "**business day**" means any day other than a Saturday, Sunday or public holiday in South Africa.

### 4.5 How we treat your personal information

We collect and process your personal information to enable us to provide you with products and services, among other things and we may share it with:

- the Absa Group, its service providers and other third parties to comply with our regulatory obligations;
- any party to whom we assign our rights under this Agreement or any of our agreements for products and services; and
- credit bureaus where credit products are applied for by you.

All the personal information we share is subject to our privacy and security requirements and we are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe your privacy rights. We may make automated decisions based on your personal information and should you be unhappy with the outcome, please feel free to contact us. We will notify you if we intend using your personal data for other purposes.

We use your personal information to tell you about products or services that may interest you. We may contact you via SMS, email, telephone or post. If you do not wish to receive direct marketing communication, you can update your preferences via our website, banking app or at your nearest branch.

We will keep your personal information only for as long as the law requires us to. After this time, we will securely destroy or de-identify this information.

You have the right to ask us for access to your personal information and to instruct us to amend and/or delete any personal information or to object to us processing your personal information. You can also let us know if you want us to stop or to limit how we use your personal information.

If you do not agree with how we use your personal information, you can lodge a complaint at [actionline@absa.co.za](mailto:actionline@absa.co.za)

You can access our Privacy Statement on [absa.co.za](http://absa.co.za) or at your nearest Absa branch.

#### 4.6 **Financial crime, international sanctions and prohibited business activity**

We implement measures and operate controls relating to international sanctions, the detection and prevention of financial crime and prohibited business activity both within and outside South Africa to comply with our legal and regulatory obligations. This may delay, restrict or prevent us from providing our products and services to you or require us to terminate this agreement and our agreement for particular products and services (subject to any restrictions imposed by law) without prior notice to you.

For us to conduct client due diligence, you agree to provide information and documents as requested about the purpose of the account, yourself and your banking transactions. Failure to provide the information may result in restriction or suspension of activity on your account.

#### 4.7 **Service outages**

Our products and services rely on technological infrastructure (e.g. ATMs, point-of-sale terminals and computer systems).

You understand and accept that service outages occur.

During a service outage it may not be possible for you to use our products and services and there may be delays in your transactions being processed and being reflected in your Account statements.

#### 4.8 **Our partners' services**

We agree with commercial partners that they will provide complimentary services to you with some of our products and services or that they will offer you their services on special terms.

Our partners are solely responsible for their services and their terms and conditions will apply.

#### 4.9 **Specific employee benefits**

If we enter into an agreement with your employer you may receive certain benefits, subject to eligibility criteria, while you remain an employee and while the agreement with your employer continues. The terms of our agreement with your employer, benefits and eligibility criteria are solely between us and your employer.

#### 4.10 **Changing our Agreements**

We can change this Agreement by giving you reasonable written notice of the change before it comes into effect.

Our branch and contact centre employees do not have authority to change our Agreement or our agreements for particular products in their interactions with you, except for authorised employees who may agree on the rearrangement of your financial obligations under a credit agreement referred to in Part 3.

Any change to our Agreement or an agreement for a particular product or service that our authorised employees agree with you must be recorded either electronically or in writing.

The changes that we can make to our product and service agreements and the manner in which changes are made may be prescribed or limited by law; details are set out in the agreement for the particular product or service.

If you continue to use a product or service after a change comes into effect, the change will apply to you.

#### 4.11 **Physical items supplied to use our products**

If we supply you with a physical item to enable you to use a product or service (e.g. credit card or debit card) which is defective, we will replace it provided you tell us within 5 (five) business days after delivery. This paragraph does not apply to goods that we finance under a credit agreement (e.g. motor vehicle).

#### 4.12 **Duration of this Agreement**

This Agreement will continue while you have one or more of our products or services.

After you have ceased to have a product or service from us your obligations under this Agreement will continue until you have paid all your outstanding financial obligations to us.

We can end this Agreement and (subject to any restrictions imposed by law) our agreements for particular products and services without prior notice to you if we find that you have given us materially inaccurate information about you or it is otherwise necessary to protect our interests.

Our obligations to you under this Agreement relating to how we treat your personal information and dormant accounts continue after you have ceased to have a product or service from us.

#### 4.13 **When we do not use our rights**

If we do not always use all our rights, it does not mean we have given them up.

#### 4.14 **Transferring agreements**

We may transfer our rights and obligations under this Agreement and our agreements relating to particular products and services to third parties.

This Agreement and your product and service agreements are personal to you and you may not transfer them to anyone else without our written consent.

#### 4.15 **If you do not comply with the terms of this Agreement**

If you do not comply with the terms of this Agreement:

- we may end our services covered in Part 1 (Bank accounts) and Part 2 (Your banking) by written notice to you, taking effect on delivery of the notification;
- take action to recover any outstanding debt owed by you to us; and
- we may end our agreements with you for particular products and services as set out in the relevant agreement.



#### 4.16 Commencement

This Agreement comes into effect when we first deliver it to you or receive your confirmation that you have accepted this Agreement, whichever occurs first (the “**Commencement date**”).

#### 4.17 Application of this Agreement to products and services taken up before the Commencement date

This Agreement replaces the terms and conditions that applied to products and services covered in Part 1 (Bank accounts) and Part 2 (Your banking) that you took up before the Commencement date.

This Agreement does not apply to:

- credit agreements entered before the Commencement date; or
- products and services that you took up before the Commencement date that are not covered in Part 1 (Bank accounts) and Part 2 (Your banking) of this Agreement.

#### 4.18 Conflicts

If there is a conflict between the terms of this Agreement and the terms of an agreement for a product or service taken up after the Commencement date, the terms of an agreement for a product or service taken up with us will prevail.

#### 4.19 Certificates

A certificate provided by one of our managers is sufficient evidence of any amount that you owe us as well as for all other legal purposes.

A certificate provided by the administrator maintaining our digital content that you access via the internet is sufficient evidence of the version of the content as at a stated date and time.

#### 4.20 Governing law

This Agreement and our agreements for particular products and services are governed by the laws of South Africa.

#### 4.21 Complaints and dispute resolution

If you have a complaint or a dispute with us, including if we have breached the terms of this Agreement you can:

- complain to us (Complaints line 0800 414 141);
- seek assistance from the Ombud responsible for banks on 0860 800 900 (sharecall) and +27 11 712 1800; or
- seek assistance through the courts in South Africa.

Disputes and complaints about a credit agreement can also be resolved by:

- seeking resolution of a dispute by alternative dispute resolution under the NCA;
- filing a complaint with the National Credit Regulator; or
- applying to the National Consumer Tribunal.

#### 4.22 Important contact details

Lost/Stolen card or PIN: 0800 11 11 55

National Credit Regulator: 0860 627 627

National Consumer Tribunal: +27 12 394 1450

Credit bureau (TransUnion: 0861 482 482 or Experian: 0861 105 665).

#### 4.23 Language statement

This Agreement includes both the English and translated version in your language of choice. In the event of conflict, the English version will apply.