

TERMS AND CONDITIONS OF USE OF THE SANTAM VISA ELECTRON CARD

1. DEFINITIONS

- 1.1 **“Card”** means the Santam Visa Electron Card.
- 1.2 **“Cardholder”** means the person in whose name the card has been issued and who uses the card.
- 1.3 **“You”** or **“Your”** means the cardholder.
- 1.4 **“We”** or **“Us”** means either Santam, Tutuka or Standard Bank or to all parties collectively.
- 1.5 **“Tutuka”** means Tutuka Software (Proprietary) Limited (Registration No. 1999/020074/07).
- 1.6 **“Standard Bank”** means The Standard Bank of South Africa Limited (Registration No. 1962/000738/06).
- 1.7 **“Santam”** means Santam Limited (Registration No. 1918/001680/06).
- 1.8 **“Supplier”** or **“Merchant”** means the person or entity from whom goods are purchased or services obtained through the use of the card.
- 1.9 **“This Agreement”** means these terms and conditions governing the use of the card.
- 1.10 **“Electronic Device”** means electronic and/or system facilities used by suppliers/merchants to transact payments for goods or services through the use of the card
- 1.11 **“Visa Rules”** means the set of rules that has been identified by Visa International Service Association (VISA) to govern the participation of financial institutions in its payment system.
- 1.12 **“Preferred Supplier”** means the person or entity from whom goods or services are purchased through the use of the card and where you may receive a cash back.

2. GENERAL

- 2.1 A 5-digit PIN will be issued with the card.
- 2.2 The card may not be exchanged for cash or credit.
- 2.3 The value loaded to the card is based on the final agreed claim amount by Santam after any excess has been deducted.
- 2.4 Card balances not spent within two years of loading will be subject to a monthly dormancy fee to defray expenses. Such a dormancy fee ceases on the earlier of a future payment being processed onto the card or the card reaching a zero balance. The monthly Dormancy Fee amount can be found by following the Santam card link on the Santam website at <http://www.santam.co.za/claims/santam-card/>.
- 2.5 The returns policy of the particular supplier/merchant used by the cardholder will apply to any goods purchased with the card that are then returned to that store. Cash refunds will generally not be made in lieu of return and any dispute in this regard should be taken up with the supplier/merchant directly. Santam cannot refund purchases back onto the card.

3. USE OF YOUR CARD

- 3.1 We may verify your identity and may decline to issue a card if you cannot give us satisfactory proof of your identity. (i.e. ID document).
- 3.2 As soon as you use the card for the first time, you are deemed to have read and understood the Terms and Conditions of Use of the card and consider yourself bound by these Terms and Conditions of Use.
- 3.3 The card may only be used in South Africa.
- 3.4 The card has an expiry date which is printed on the front of the card and it will be valid until the last day of the month of expiry as printed on the front of the card.
- 3.5 The card is pin-based and may be used to pay for goods and services at suppliers/merchants who display the Visa Electron logo. When paying, you must sign a transaction receipt and keep it for your records.
- 3.6 You are not compelled to spend the payment at a Santam Preferred Supplier.
- 3.7 In-store specials at our Preferred Suppliers/merchants will not apply to cardholders, as these are already catered for in the pre-arranged cash-back agreements.
- 3.8 In some cases, not all goods for sale in a Preferred Supplier/merchant store will be covered by the cash-back arrangement, and in such instances, the card cannot be used for those goods not covered. Cardholders are directed in this regard by the Category of goods described in the appropriate row on the Santam Preferred Suppliers web page.
- 3.9 We will not be liable if a supplier/merchant refuses to accept your card.
- 3.10 We are not responsible for the services or merchandise purchased with the card or for the return or exchange thereof from any supplier/merchant. Any dispute in this regard should be taken up with the supplier/merchant directly.
- 3.11 The total Rand amount of purchases will be deducted from the value of the card and all transactions in excess of the card balance will be declined.

- 3.12 The card cannot be used for remote (card-not-present) transactions such as ordering via mail, telephone, pay toll fees, parking garages, casinos and flight tickets. Purchases are allowed via the internet through selected suppliers only as detailed on our website <http://www.santam.co.za/claims/santam-card/>.
- 3.13 The card cannot be used to withdraw cash at a bank, an ATM or a store/merchant nor can it be used to pay in-store accounts.
- 3.14 You may not link debit orders or stop orders to the card.
- 3.15 All further transactions will be declined in the event that any of these terms or conditions are breached at any time.
- 3.16 Exchange or return of merchandise purchased in whole or in part with the card will be governed by the procedures and policies of the supplier/merchant and applicable law. At the time of any exchange or return, you should present the merchandise, receipt and the card.
- 3.17 When we receive a refund transaction issued by a supplier/merchant for goods purchased or services obtained by you with your card, we will credit the card with the amount of the refund.

4. UNAUTHORISED USE

- 4.1 You must sign in ink in the space provided at the back of the card as soon as you receive your card failing which, you agree to accept responsibility for any losses incurred resulting from the use of the card by any unauthorised person.
- 4.2 You are the only person who may use your card and you cannot transfer it to any other person or authorise any other person to use it.
- 4.3 You are responsible for the safekeeping and proper use of your card.
- 4.4 You agree to notify Santam immediately if your card is stolen or lost, or if you suspect that the card may have been fraudulently accessed or used, failing which you agree that you will accept responsibility for any losses incurred resulting from the use of the card by any unauthorised person.
- 4.5 We will stop the card as soon as reasonably possible after being advised to do so by you, but you will be responsible for all payments made with the card before such notification.

5. UNLAWFUL USE

- 5.1 The card may not be used for any unlawful purpose, including the purchase of goods or services prohibited by law.

6. DISPUTED PURCHASES

- 6.1 You may dispute unauthorised transactions. Disputed transactions will be investigated after you provide Tutuka (card queries call centre number on the back of your card) with an affidavit confirming that you did not authorise the transaction.

7. MALFUNCTION OF ELECTRONIC FACILITIES

- 7.1 We are not responsible for any loss arising from any failure, malfunction or delay in any electronic device, resulting from circumstances beyond our reasonable control.

8. DISPUTES AND CHARGEBACKS

- 8.1 Unless a reversal or charge-back is allowed:
 - 8.1.1 We are unable to reverse or charge-back any payment;
 - 8.1.2 Any dispute with a merchant/supplier regarding a reversal or charge-back should be resolved by you with that merchant/supplier directly; and
 - 8.1.3 All payments made to a merchant/supplier for any transaction are final and irreversible.

9. INTEREST

- 9.1 Interest will not be applicable to card balances.

10. THIRD PARTY SERVICE PROVIDERS

You acknowledge and agree that:

- 10.1 Santam may not, for whatever reason, perform the card related functions or services required pursuant to the Visa Rules, including without limitation, transaction authorisation and settlement services, which only members of Visa or their appointed agents may perform.
- 10.2 Santam shall be entitled without restriction to nominate any third party supplier/s (including, without limitation Tutuka and Standard Bank) to render those functions or services (in whole or in part) required on its behalf.

11. CANCELLATION OF CARD AND TERMINATION OF AGREEMENT

- 11.1 Your card will always remain the property of Standard Bank.
- 11.2 You may, at any time, terminate this agreement by destroying the card by cutting through the magnetic stripe and account number and by notifying Santam in writing that you wish to terminate the card. You will be responsible for any transactions if the card is not properly destroyed and is used thereafter by any unauthorised person.

11.3 We may choose at any time to revoke your card and to suspend or terminate your use of the card for any reason whatsoever. You agree that we shall have no liability whatsoever in consequence of any such suspension or termination.

11.4 Even if this agreement ends, we will be entitled to rely on the rights acquired under these terms and conditions before termination.

12. MISCELLANEOUS

12.1 You may not vary these rules.

12.2 South African law governs these rules.

12.3 These Terms and Conditions of Use may be changed from time to time and the latest version of this document is available by following the Santam card link on the Santam website at <http://www.santam.co.za/claims/santam-card/>.

12.4 Card statements will not be forwarded to you, but balances can be obtained by calling the Tutuka Customer Support Centre on 0861 10 12 10 or by following the Santam card/Balance Enquiry links on the Santam website at <http://www.santam.co.za/claims/santam-card/> or via "What's on my card app?" (available on Google play and Apple Istore).

13. CONFIDENTIALITY

We will treat all your personal information as private and confidential. Nothing about your card or personal information will be disclosed to anyone unless:

- We are legally compelled to do so;
- It is required in terms of operating this card program;
- It is in the public interest to do so; and/or
- The disclosure is made at your request, with your written consent.

14. LIABILITY CLAUSE

You hereby indemnify and hold harmless Santam Limited and their officers, employees, agents and representatives from and against all damages, losses and liabilities.