

ABSA TERMS AND CONDITIONS

For using myconnect card

Read together with the MyCiTi Rules, which sets out the MyCiTi terms and conditions for using the myconnect card. The MyCiTi Rules are available at www.capetown.gov.za/myciti, or at a MyCiTi Kiosk.

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1 INTRODUCTION

1.1 These terms and conditions govern your relationship as a cardholder with us.
1.2 These terms and conditions are important and should be read carefully because they govern your use of your card. Each time you use your card, you agree to be bound by these terms and conditions.

2 HOW TO INTERPRET THESE TERMS AND CONDITIONS

2.1 In these terms and conditions, the words on the left have the meanings set out on the right unless the context clearly shows a different meaning.

- 2.1.1 **ATM** means an Absa automated teller machine;
2.1.2 **Card** means the myconnect card issued by MyCiTi and supported by Absa;
2.1.3 **Card load limit** means the maximum amount which you can load onto your card at any time;
2.1.4 **Card transaction** means any one of the following transactions which you can conclude using your card:
2.1.4.1 Loading money onto your card;
2.1.4.2 Buying goods and services;
2.1.4.3 Getting minisstatements and card balances;
2.1.4.4 Changing your PIN;
2.1.5 **Card transaction limit** means the maximum amount of each card transaction which you can conclude using your card;
2.1.6 **Chip** means the computer chip embedded in your card which can store and process card transactions;
2.1.7 **Contact centre** means the City of Cape Town ("the City") Transport Information Centre (telephone number 0800 65 64 63), which you should call with queries about your card;
2.1.8 **Contactless payment** means a payment transaction made below the card transaction limit where the card is placed against a contactless payment device or within close proximity of the contactless payment device;
2.1.9 **Contactless payment device** means a POS device that is enabled to perform contactless payments;
2.1.10 **Contact payment** means a payment transaction made by inserting the card into a POS device;
2.1.11 **Dispute** means any telephonic or written complaint which you make about any of your specific card transactions;
2.1.12 **EMV** means Europay, MasterCard and Visa, the global standard for the inter-operation and authentication of integrated circuit card (i.e. 'chip' card) transactions;
2.1.13 **Issuer** means MyCiTi as the person who issues the card to you;
2.1.14 **Juristic person** means an entity, for example a company, which the law regards as a separate legal person;
2.1.15 **Limits** means collectively:
2.1.15.1 The card load limit;
2.1.15.2 The monthly card load limit; and
2.1.15.3 The card transaction limit;
2.1.16 **Load** means putting money on your card so that you have a positive balance which you can use for card transactions;
2.1.17 **Merchant** means any business which is authorised by a bank to accept cards as a payment mechanism and which displays the MasterCard or MasterCard PayPass™ acceptance logo;
2.1.18 **Monthly card load limit** means the maximum amount which you can load onto your card in a calendar month;
2.1.19 **MyCiTi** means the City of Cape Town, acting through its Department IRT Operations;
2.1.20 **PIN** means the four- or five-digit personal identification number which the issuer provided when it issued the card to you, or which you choose from

time to time;

- 2.1.21 **POS device** means the EMV enabled point-of-sale terminal/device at the physical location where a merchant initiates your payment instruction using your card;
2.1.22 **Stop card contact centre** means the Absa Stop Card Contact Centre (telephone number 0800 11 11 55), which you should call to report lost, stolen, faulty or damaged cards if the issuer's contact centre is not available and you cannot report the loss, theft, fault or damage at any transit kiosk;
2.1.23 **Transit kiosk** means a transit kiosk operated by MyCiTi;
2.1.24 **We/us** means Absa Bank Limited (registration number 1986/004794/06), a public company duly registered as a bank under the laws of the Republic of South Africa, with registered address at 3rd Floor, Absa Towers East, 170 Main Street, Johannesburg 2001; and
2.1.25 **You** means a person who received a card that has been issued by the issuer.
2.2 Reference to:
2.2.1 One gender includes all the genders;
2.2.2 The singular form of a word includes the plural;
2.2.3 The plural form of a word includes the singular; and
2.2.4 A law or regulation is a reference to that law or regulation on the date of these terms and conditions.

3 ISSUING OF CARDS

The card is issued to you to allow you to make contactless and contact payments for card transactions of a relatively low value.

4 INTEREST

We do not pay any interest on the positive balance on your card or account.

5 ACTIVATION AND EXPIRY

- 5.1 You can only use the card once it has been activated. The issuer will issue the card to you with a default PIN. You need to select a PIN at merchants with the POS device functionality that allow you to change your PIN (ask the merchant/MyCiTi kiosk you are dealing with to assist you with this change).
5.2 The card is valid for the period shown on it. You may not use the card once it has expired. All card transactions which you try to conclude using an expired card will be declined.
5.3 You should memorise and keep your PIN safe. You can change your PIN at any MyCiTi kiosk. Certain POS devices also have the functionality to enable you to change your PIN (ask the merchant you are dealing with whether this is possible).
5.4 **Once you have received the card, you must sign the reverse side of the card and keep it safe. You may not authorise any other person to use your card. You are responsible for keeping your card safe.**

6 ISSUING NEW CARDS

- 6.1 When the card expires, the issuer can issue a new card to you if you ask it to do so.
6.2 If the expired card is present and the chip can be read, the issuer can immediately transfer the money which you loaded previously on the expired card to your new card.
6.3 **If the expired card is not present or the chip cannot be read, the issuer will transfer your money to your new card 30 (thirty) days after you have asked the issuer in writing to do so, on condition that you are able to prove your identity and entitlement to this money. Keep the receipt issued by the issuer to help you do so.**
6.4 You will need the existing PIN of your expired card to activate your new card.

7 LOADING MONEY ONTO YOUR CARD

- 7.1 There are a number of ways in which you can load money onto your card. These include:
7.1.1 Transferring funds electronically using selected Absa channels, e.g. Absa Internet Banking if you have registered with us to use this service; and
7.1.2 Using cash at any MyCiTi kiosk or participating merchant, if you have your card with you.
7.2 You cannot however load money onto your card by depositing cheques with us for collection.

8 USING YOUR CARD

- 8.1 The card allows you to transact in South African rand and can only be used in South Africa.
8.2 The card may be used to pay for goods and services at a merchant/MyCiTi kiosk that accepts cards as contactless or contact payment transactions and which displays the MasterCard, MasterCard Cash or MasterCard PayPass™ acceptance logo.
8.3 **Contactless payment transactions** can be done at merchants with a **contactless** payment device and which display the MasterCard Cash or MasterCard PayPass™ acceptance logo. You will be required to enter your PIN where a card transaction is a **contact payment transaction**.
8.4 You cannot use this card to access or buy goods or services by telephone or on the Internet.
8.5 The balance on the card will immediately be reduced with the amount of each card transaction. As the card can be used offline, any request that you be provided with information of the balance on the card can only be provided without delay where the card is present. If the card is not present, the issuer will provide you with a statement within 30 (thirty) days of receiving your written request.

9 CARD AND TRANSACTION LIMITS

- 9.1 You can only use the card to buy goods and services if you have loaded enough money onto your card to pay for these card transactions and the amount of each card transaction is not more than the card transaction limit.
9.2 If the amount of the card transaction is more than the card transaction limit, the transaction will be declined, even if you have enough money available on the card to pay for the goods or services you want to buy.
9.3 If you do not have enough money on your card to pay for a card transaction, the transaction will be declined. The merchant may however allow you to pay in cash or by some other means.

10 QUERIES ABOUT YOUR CARD

MyCiTi issues the card to you (and not Absa Bank Limited). Any enquiries you may have about your card or any inaccuracy in the amount of money loaded onto your card or the unavailability of this money for card transactions should be directed to the City's Transport Information Centre and not to Absa.

11 LIMITATIONS ON THE USE OF YOUR CARD

- 11.1 **You are responsible for ensuring that the card is used lawfully. Any unlawful use of the card may result in the immediate termination of your relationship with us or MyCiTi or both. Please note that in these instances we may be obliged to report you to the relevant authorities.**
11.2 Neither the issuer nor we will be a party to any dispute between you and a merchant. Neither MyCiTi nor a merchant will be able to refund an amount to the card and, if required, will have to provide you with a cash refund.
11.3 Our records, the records of the issuer, and the records stored on the chip are sufficient proof of the card balance or the card transactions made using the card.

12 CARD LIMITS

The card can be funded with any rand amount up to the card load amount and the monthly card load limit. The card also has a transaction limit. We can change these limits from time to time by giving advance written notice of the change. Information about the latest limits will be available at each transit kiosk.

13 ATM CAPABILITY

13.1 You will be able to perform the following transactions with the card at any Absa ATM that has been enabled to perform such transactions:

- 13.1.1 Change your PIN;
- 13.1.2 Check your balance; and
- 13.1.3 Check the last five (5) transactions on your account.

13.2 You will not be able to make cash withdrawals using the card.

14 FEES

MyCiTi will charge you a fee for issuing the card and for replacing the card from time to time. When buying the card you will get a receipt. Keep this receipt as proof of your purchase. We will charge you fees for the use of your card. The amount of these fees is available from MyCiTi. We may change the amount of these fees from time to time. MyCiTi will let you know about the change within a reasonable time.

15 CARD SECURITY

15.1 Your card must be treated as cash. Anyone in possession of the card can use it to make contactless payments.

15.2 You must make sure that you keep the card, the security features of the card, and the PIN safe and secure by:

- 15.2.1 Never allowing anyone else to use the card;
- 15.2.2 Taking care to ensure that the card remains in your possession;
- 15.2.3 Not interfering with any magnetic strip or chip on the card;
- 15.2.4 Not giving the card number to any unauthorised person;
- 15.2.5 Not writing the PIN on the card;
- 15.2.6 Not carrying the PIN with the card;
- 15.2.7 Not recording the PIN where it may be accessed by other people;
- 15.2.8 Not giving your PIN to anyone else including the police and bank employees;
- 15.2.9 Not giving details of any of the security features of the card to any unauthorised person; and
- 15.2.10 Complying with any reasonable instructions we give about keeping the card and the security features of the card safe and secure.

16 LOSS, THEFT AND MISUSE OF CARDS

16.1 If the card is lost or stolen, likely to be misused, or you suspect that someone else may know the PIN, you must immediately notify the issuer's contact centre or a transit kiosk.

16.2 You must obtain a reference number from the City's Transport Information Centre or the MyCiTi kiosk confirming the report.

16.3 If the City's Transport Information Centre or the MyCiTi kiosk is available, you must immediately notify our stop card contact centre.

16.4 You may be required to confirm the details of the loss, theft or misuse to us in writing.

16.5 You must assist us and the police in any enquiries and attempts to recover a lost or stolen card.

16.6 Due to the cash nature of the card, neither Absa nor MyCiTi can guarantee that the card will not be used and the funds depleted once it has been reported lost or stolen. Absa will not be liable for the replacement of any lost or stolen card or the remaining value on the card.

17 REPLACEMENT CARDS

17.1 If the card is lost, stolen or damaged, you can ask MyCiTi to issue you with a replacement card.

17.2 If the chip on a damaged card can be read, the replacement card will be loaded with the remaining value on the damaged card without any delay.

17.3 If the card is lost or stolen, or the chip on a

damaged card cannot be read, MyCiTi will transfer the remaining value to your replacement card 30 (thirty) days after you ask MyCiTi to do so in writing, provided that you are able to prove your identity and entitlement to the remaining value.

You will have to pay again to buy the replacement card from MyCiTi again if the card was lost, stolen or if the card is damaged, unless it is clear the damage to the card is a factory error,

17.4 You will need your existing PIN of your lost, stolen or damaged card to activate your new card.

18 TERMINATION OF THESE TERMS AND CONDITIONS

18.1 The card remains our property and, without us losing any right to make any claim which we may have against you, we have the right to cancel, suspend, repeal or demand the return of the card on reasonable advance notice to you.

18.2 We are entitled to demand the return of the card, cancel or suspend its use, terminate these terms and conditions immediately, or any combination of these actions, as may be permissible in law, without prejudice to any of our other rights (that is, without barring or limiting any future action), if:

18.2.1 We have reason to believe that the card has been or is likely to be misused;

18.2.2 You breach any of these terms and conditions and do not remedy this breach within seven (7) business days of receiving written notice asking you to do so;

18.2.3 We suspect any illegal use of the card;

18.2.4 You gave false or inaccurate information when the card was issued to you;

19 CHANGING THESE TERMS AND CONDITIONS

We may change these terms and conditions upon reasonable advance notice to you.

20 LIMITATION OF LIABILITY

Except to the extent that we acted in breach of these terms and conditions or negligently, we will not be liable for any losses incurred as a result of, or in connection with, any one or more of the following:

20.1 The use of the card;

20.2 Your instructions to us being unclear;

20.3 Your providing us with incorrect, inaccurate or incomplete information;

20.4 Your inability to use the card or any related failure because of events outside our reasonable control;

20.5 Any merchant refusing or being unable to accept the card;

20.6 The way in which any refusal to accept the card is communicated to you; or

20.7 Any action taken according to regulatory requirements or in terms of any court order.

21 DELIVERY OF GOODS, START OF SERVICES AND DELAYS AFFECTING SERVICES

21.1 We will be able to start with our services in relation to your card and your account once we have approved your application and the parties have complied with any further conditions imposed by law.

21.2 If we are unable to provide the services or the goods, we will inform you immediately and refund any payment made within 30 (thirty) days of this notice.

21.3 You acknowledge that our services may be unavailable due to interruptions to our electronic communications network or power outages which are not within our control. We give you notice of these unavoidable interruptions and delays in providing the services.

21.4 We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.

22 GOVERNING LAW AND JURISDICTION

These terms and conditions are governed in all respects by the laws of the Republic of South Africa. You agree that we may bring legal proceedings against you relating to these terms and conditions in any Magistrate's Court that has the authority to hear and decide on the case. (This authority is called

jurisdiction.) You agree to the jurisdiction of the Magistrate's Court even if the amount we claim from you is more than the Magistrate's Court limit. This does not prevent us from bringing legal proceedings in a High Court that has jurisdiction.

23 CONFLICT WITH THE CPA

If any provision of these terms and conditions conflicts with any provisions of the CPA, the provisions of the CPA apply.

24 EACH CLAUSE IS SEPARATE

The parties acknowledge that each provision of these terms and conditions is separate. If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in these terms and conditions. This does not:

25.1 Make the rest of these terms and conditions illegal, invalid or unenforceable; or

25.2 Affect the legality, validity or enforceability of any other provision or these terms and conditions as a whole.

25 WE DO NOT LOSE OUR RIGHTS

We do not lose any of our rights under these terms and conditions if we do not immediately and in every instance insist on them. You may not raise it as a defence if we have a right that we did not enforce at the relevant time.

26 THESE TERMS AND CONDITIONS ARE THE ENTIRE CONTRACT

These terms and conditions are the only record of the contract between the parties in regard to the subject matter of these terms and conditions. Unless a court holds otherwise, no party is legally obliged to comply with any term, condition, or undertaking, not recorded in these terms and conditions, and these terms and conditions replace any arrangement or understanding held by the parties before these terms and conditions governed their relationship.

27 TRANSFERRING RIGHTS OR OBLIGATIONS

27.1 You may not transfer any of your rights or obligations under these terms and conditions to anyone else without getting our written permission in advance.

27.2 We may transfer all or some of our rights and obligations under these terms and conditions to any other person. We do not have to inform you or get your permission to transfer our rights and obligations. If this clause applies, then 'we' where used in these terms and conditions will include the person to whom we have transferred any of our rights or obligations in terms of this clause.

28 GENERAL DECLARATIONS

28.1 You understand the risks and costs of using your card.

28.2. You understand your rights and duties under these terms and conditions.

28.4 You have received a copy of these terms and conditions.

28.5 You have the legal capacity (and where relevant authority) to open your account on these terms and conditions. This means, in the context of these terms and conditions, that the law regards you as competent and qualified to use your card on these terms and conditions, considering factors such as your age, marital status, and mental state.

29 YOU ARE AWARE OF TERMS WITH SPECIFIC LEGAL CONSEQUENCES

You confirm all of the following:

29.1 You have read and understood all these terms and conditions.

29.2 You have read and are aware of all the terms that are printed in bold.