

## **PLEASE READ CAREFULLY BEFORE USING THE WORLD CURRENCY CARD™ MY ACCOUNT WEBSITE**

This is a legal agreement (“**Agreement**”) between you (the person accessing, viewing, using, or logging in to the My Account website, and later referred to as “**you**”) and Bidvest Bank Limited, registered in South Africa under company registration number 2000/006478/06, whose principal place of business is at 1 Park Lane, Wierda Valley, 2196, Johannesburg, South Africa (“**we**”, “**us**” or “**our**”) for the use of the World Currency Card™ My Account website (“**My Account**”).

We do not charge you for using My Account, but your internet service provider may charge you, or you may incur data charges if accessing the website from your mobile device and the charges may vary if you use your device abroad. The Bank will not be liable for any charges incurred by you for accessing My Account.

### **IMPORTANT NOTICES**

- By accessing, viewing, using, or logging in to My Account you indicate that you accept the terms of this Agreement and that you agree to abide by them. The terms of the Agreement also include any terms and conditions relating to any specific product or service that you access via My Account. Please also refer to the Privacy Policy which is available on the My Account website.
- My Account is a form of online service. The terms of this Agreement apply to My Account and the use of My Account Functionality (defined below).
- The World Currency Cards™ (each a “**Card**”) are issued by us, and the agreement in respect of your use of the Card is between you and us only, and is subject to the World Currency Card™ Terms and Conditions (the “**Card Terms and Conditions**”). The Card Terms and Conditions apply to your use of the Card via the App and can be found at [www.bidvestbank.co.za](http://www.bidvestbank.co.za).
- In order to use My Account you must own and register at least one Card either via the App or via My Account (“**Registration**”) and be able to access the internet on your mobile device or personal computer on which you wish to access My Account (the “**Requirements**”).
- If you satisfy the Requirements and agree to abide by the terms of this Agreement and the Card Terms and Conditions, we grant to you a personal, non-assignable, non-transferable, non-exclusive right to use My Account in accordance with those terms, as amended from time to time.

### **TERMS AND CONDITIONS**

#### **1. MY ACCOUNT FUNCTIONALITY**

1.1 You may use My Account to:

- register Cards for use with My Account (further information about ‘My Account’ can be found at: [www.bidvestbank.co.za](http://www.bidvestbank.co.za));
- view your transaction history and available balance;
- view and export e-statements;
- transfer funds between currency purses (subject to a Purse-to-purse transfer margin);
- retrieve your Card PIN;
- update your personal information such as contact numbers and email addresses; and
- block and unblock your Card. This can be used if your Card is lost or stolen, if you notice unauthorised transactions or as a safety precaution when your Card is not in use. Please note that if you block your Card via My Account, you can only unblock your Card via My Account or the App and not via our Call Centre.

1.2 You may not use My Account for any purpose other than the My Account Functionality. We are entitled to change or update the My Account website and replace the design and layout or any of the functionalities of My Account, without any prior notification to you.

1.3 You may complete Registration for any number of Cards, so that the My Account services can be used in respect of those Cards.

## **2. DATA AND LOCATION SERVICES**

2.1 By using My Account or any of the My Account services, you consent to us collecting and using technical information about your devices and related software, hardware and peripherals for services that are internet-based or wireless, including but not limited to transaction details, Device model, GSM operator, location, frequency and duration of use, to improve our products and to provide any services to you, in accordance with the Privacy Notice.

2.2 You consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off your device location services settings.

## **3. YOUR RESPONSIBILITIES**

3.1 My Account is owned and hosted by, Mastercard Prepaid Management Services Ltd ("Mastercard Prepaid Management Services") and is subject to a licence to us. You must not otherwise copy, transmit, distribute, reproduce (for compensation or otherwise), license, alter, adapt or modify the whole or any part of My Account in any way.

3.2 You acknowledge that you have no rights in, or to, My Account or the technology used or supported by My Account or any My Account Functionality other than the right to use each of them in accordance with the terms of this Agreement.

3.3 You must:

(a) not remove or tamper with any copyright notice attached to or contained in My Account;

(b) not use My Account or any My Account Functionality in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into My Account, any My Account Functionality or any operating system;

(c) not use My Account or any My Account Functionality in a way that could damage, disable, overburden, impair or compromise My Account, our systems or security or interfere with other users;

(d) not carry out reverse engineering in respect of My Account; and

(e) comply with any applicable law and regulation relating to downloading, using or otherwise exporting the technology used or supported by My Account or any My Account Functionality, which may include but is not limited to not using My Account in a country where the use of My Account or any My Account Functionality is unlawful.

## **4. SERVICE AVAILABILITY**

4.1 We will not be liable or responsible for:

(a) any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control, including failure of or suspension of public or private telecommunications networks;

(b) My Account not meeting your individual requirements or My Account containing defects or errors. It is your responsibility to ensure that the facilities and functions of My Account meet your requirements; or

(c) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your device, data or other proprietary material due to your use of My Account or the My Account Functionality.

4.2 Additionally, by using My Account or any My Account Functionality, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using My Account or any My Account Functionality may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

4.3 All content and functionality on or available through My Account are provided on an "as is" basis and we do not make any representation or give any warranty or guarantee in respect of My Account or its content.

4.4 Nothing in this Agreement shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation, and any other liability that cannot be excluded or limited by South African law.

## **5. SECURITY**

5.1 When you complete Registration, in order to log in to My Account, you will be required to log in with: (a) your password, (b) your email address; and (c) the first 6 and last 4 digits of the Card. You must do all that you reasonably can to keep these details secret and safe at all times and you must never disclose them to a third party.

5.2 If you know or suspect that someone else knows your Card number, email address and password, you must change the information and contact us immediately.

5.3 Your liability for any unauthorised transactions made via My Account will be in accordance with the Card Terms and Conditions.

## **6. COPYRIGHT AND TRADEMARKS**

6.1 Copyright in works contained in My Account, including but not limited to all software, design, text, sound recordings and images, is owned, or licensed, except as otherwise expressly stated, by us or Mastercard Prepaid Management Services. You may access My Account for your own use of the facilities offered. You may not otherwise copy, transmit, display, perform, distribute (for compensation or otherwise), license, alter, store or otherwise use My Account or any of its components.

## **7. THIRD PARTY ADVERTISING**

7.1 My Account may include advertising by third parties. Where My Account contains third party advertising that links to websites and resources provided by third parties, these links are provided for your information only.

7.2 We have no control over the contents of those websites or resources.

## **8. TERMINATION**

8.1 We may terminate this Agreement immediately at any time, with or without notice, or if you have breached this Agreement, or the Card Terms and Conditions.

8.2 We reserve the right to cease operating My Account or any of the My Account Functionality at any time by providing reasonable notice, thereby terminating this Agreement.

8.3 You may terminate this Agreement at any time by closing your Card account.

## **9. OTHER IMPORTANT TERMS**

9.1 We can be contacted using the details in the 'Key Contact details' section of the Cardholder Guide, an online version of which is available at [www.bidvestbank.co.za](http://www.bidvestbank.co.za).

9.2 This Agreement shall be read and interpreted in accordance with the laws of South Africa. Any dispute, which cannot be resolved between you and us, shall be resolved in the South African courts.

9.3 From time to time updates to My Account may be made. Depending on the update, you may not be able to use My Account or the My Account Functionality until you have accepted any new terms.

9.4 By registering for or logging in to My Account, you confirm your agreement to be bound by the terms and conditions set out herein as may be amended from time to time subject to our discretion. In addition, we may publish notices of a general nature on the My Account website or our website, which are applicable to all users of My Account. All changes shall be reflected in the terms and conditions published on the My Account website.