

1 Introduction

- 1.1 These Terms become effective when you apply for a TravelWallet Card.
 1.2 You must know, understand and comply with these Terms, as they form a binding agreement between you and us.

1.3 Important clauses, which may limit our responsibility or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses.

- 1.4 Please contact us if you need further explanation of anything related to the use of your Card. You may:
- call our customer services centre on 0861 201 311 (if you are calling from South Africa) or 27 11 299 4541 (if you are calling from outside South Africa);
 - email us at travelwallet@standardbank.co.za; or
 - speak to a consultant at any of our Foreign Exchange Outlets.

2 Definitions

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way round.

Word	Meaning
Account	The account linked to your Card, which is preloaded with foreign exchange or Rand.
Affidavit	A written statement made by you in front of a commissioner of oaths. This statement can be used as proof in a court.
Agent	An agent approved by Standard Bank to sell the Card on its behalf.
Application Form	The application form you complete when applying for the Card.
ATM	An automated teller machine with the MasterCard, Maestro or Cirrus sign.
Branch	The Foreign Exchange Outlet of Standard Bank or the outlet of the Agent where you applied for the Card.
Card Cardholder	The TravelWallet card we issue to you. The person who applied for and will be using the Card.
EDC	An electronic data capture terminal. This is the Merchant's point-of-sale device.
Expiry Date	The Expiry date is the last day of the month displayed on your card.
Fees	The fees that we charge you for Transactions on your Account.
Foreign Currency Card	A Card loaded in Euros, US Dollars, Pounds Sterling or Australian Dollars.
Foreign Exchange	The following currencies: Australian Dollars, Euros, US Dollars and Pounds Sterling.
Foreign Exchange Outlet	Bureaux de change, Money Changer or foreign exchange outlets of Standard Bank.
Lost Card Assistance	Our help to you if your Card is lost or stolen. This includes us giving you, if asked for, emergency foreign exchange and an emergency replacement Card for over-the-counter purchases of goods and services. The assistance is subject to an extra fee, as described in our pricing brochure (available from our Foreign Exchange Outlets or at www.standardbank.co.za).
Lost Card Protection	Insurance to cover non pin based transactions if your Card is reported lost or stolen.
MasterCard	MasterCard International Incorporated, a company incorporated in terms of the laws of the United States of America.
Merchant PIN	A supplier of goods or services. The personal identification number linked to your Card.
Rand Rand Card SARB South Africa Statement	The South African currency (South African Rand). A Card loaded in Rand, South African Reserve Bank. the Republic of South Africa; A record showing all the Transactions on your Card Account.
Transaction	Any activity where you use your Card to buy goods or services, or to withdraw cash from an ATM.
we, us, our or Standard Bank	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
Working Day	Any weekday from Monday to Friday, but excluding Saturdays, Sundays and South African national public holidays.
you or your	The person who applies for an Account, or in whose name an Account is opened and includes the cardholder and any additional cardholder.

3 Applying for a Card

- 3.1 You must complete the Application Form. You must make sure that all the information in your Application Form is correct. **You will be responsible for any errors resulting from your giving us wrong information.**
- 3.2 We will verify your identity, address and personal particulars. We may turn down your application if you cannot give us satisfactory proof of your identity.
- 3.3 We can process your order only once you have completed the application form to our satisfaction.
- 3.4 You will be liable for all costs associated with changing or cancelling your order after we have processed your application.**
- 4 **Delivery of your Card**
 4.1 You will receive your Card when you apply for it, if your application is approved by us.
 4.2 You may operate your Account on these Terms, provided any further regulatory requirements have been met.

- 4.3 We will activate your Card within 24 to 48 hours of you receiving it.
 4.4 You may return any Card that does not work properly at any time, and we will replace it free of charge.

5 Using your Card

- 5.1 When you receive your Card, you must sign the space on the back in permanent ink.
 5.2 By signing the Card, you acknowledge that you have read, understand and are bound by these Terms.
 5.3 You can use your Card only until the Expiry Date.
 5.4 You may use your Card at an ATM or Merchant where MasterCard is accepted.
 5.5 The Foreign Currency Cards can be used outside the Common Monetary Area (South Africa, Lesotho, and Swaziland).
 5.6 The Rand Cards may only be used in South Africa.

5.7 We will always own your Card.

5.8 You will not be able to use your Card if we have closed your Account. 5.9 If you lose your Card, you may get a new one, but you will have to pay extra for it.

- 5.10 Only you may use your Card.
 5.11 We will give you a PIN to allow Transactions. We do not keep a record of your PIN.
 5.12 We will block your Card if you use the wrong PIN three times in a row. If this happens, you cannot get a new PIN and you will need to replace your Card. Until you replace your Card you will be unable to use your Card at any ATMs. You will be able to use your Foreign Currency Card at Merchants. (This does not apply to Rand Cards as you will also need to use your PIN for purchases).
 5.13 The use of your Card will be subject to our limits, the foreign country's limits and the ATM operator's limits, where applicable. Our limits are available at www.standardbank.co.za.

5.14 We cannot guarantee that a Merchant will accept your Card for Transactions when you pay for the goods or services partly with your Card and partly with cash.

- 5.15 Some Merchants may not accept your Card if it does not state your name.
 5.16 You may not:
- move your money from another bank account to your Account;
 - exceed the available balance on your Account.
 - use your Card to move Foreign Exchange from your Account to another bank account;
 - use your Card for manual, mail, telephone or Internet purchases; or
 - use your Card for any unlawful purpose.
- 5.17 You can add extra money to your Account before the Expiry Date but, subject to exchange control regulations. You must contact your Branch when you wish to do so.
 5.18 You must make suitable arrangements with your Branch before you depart, if you wish to deposit money into your Account while you are travelling. Any arrangement with your Branch will have to comply with exchange control regulations.
 5.19 You must comply with our authentication procedures to access your Account. You must not share details of these authentication procedures and codes, or any other information that will reveal your identity and your Card Account details, with anyone. For example, you must not tell anyone your identity number or what the question is for identifying you as the Account holder.

5.20 If you exceed the balance on your Account, you are liable to pay back any money due to us, on demand.

6 Exchange control

- 6.1 You can only use Foreign Exchange for the purposes that you provided in your application for the Card.
 6.2 You must follow the exchange control regulations when using the Card.
 6.3 In terms of the exchange control regulations, we are required to report foreign exchange Transactions to the SARB.
 6.4 If you live in South Africa:
- you can only apply for foreign exchange 60 days before you leave South Africa; and
 - you must resell the remaining foreign exchange on your Card to the authorised foreign exchange dealer where you applied for your Card, when you return or withdraw your money from your Account in one Transaction, at any of our ATMs in the Common Monetary Area within 30 days of your return.

6.5 It is your responsibility to ensure that you always comply with exchange control regulations of South Africa or the country that you are living in.

7 Security and lost or stolen cards

- 7.1 **You are responsible for the safekeeping and proper use of your Card. You must memorise your PIN and keep it in a safe place, away from your Card.**
 7.2 **You must keep receipts of all the Transactions on your Account, whether they were successful or not.**

<p>7.3 You must immediately notify our Lost Card Call Centre on 0800 020 600 or 27 11 299 4114 when you realise your Card has been lost or stolen, or if you think that someone else knows your PIN. The lost card call centre is open 24 hours, seven days a week. We will do our best to stop the Card soon after you notify us. We may ask you to give us more information about the loss or theft of your Card and to confirm with us such details in writing. You must also tell the police of the country you are travelling in about the loss or theft as soon as possible. You will be entitled to Lost Card Assistance only if the loss or theft of your Card occurred while travelling abroad.</p> <p>7.4 If your Card is lost, stolen or used contrary to these Terms, you will be responsible for all Transactions until you notify us and we have had reasonable time to act on your instruction.</p> <p>7.5 Lost Card Protection is automatically provided on all Foreign Currency Cards that you report as lost or stolen. The insurance covers all Transactions that are not PIN-based.</p> <p>As all Transactions on the Rand Card are PIN based, the Lost Card Protection does not apply.</p> <p>7.6 If you lose your Card, you may request an emergency replacement card. We will charge you an emergency replacement card fee. Details of this fee are available from our Foreign Exchange Outlets or at www.standardbank.co.za.</p> <p>8 Authority to debit your Account</p> <p>8.1 We will charge your Account for your Transactions, even if you did not sign any payment slips or vouchers.</p> <p>8.2 You may not stop any Transaction that you made with your Card.</p> <p>8.3 You may dispute a Transaction, but then you must prove that it was not authorised at all. If you want to dispute a Transaction you must contact our Customer Services Centre on 0861 201 311 (if you are calling from South Africa) or 27 11 299 4541 (if you are calling from outside South Africa) within 90 days of the date of the Transaction. We will investigate the dispute after we have received an Affidavit from you stating that you did not authorise the Transaction.</p> <p>8.4 A dispute between you and a Merchant will not affect our right to recover our costs. We will not:</p> <ul style="list-style-type: none"> • get involved in resolving any such disputes; nor • be responsible for any losses or costs you incur related to a dispute. <p>8.5 We cannot reverse or refund any payment should you have a dispute with a Merchant.</p> <p>9 Electronic Statement and payment</p> <p>9.1 You can access your Statements at www.standardbank.co.za/travelwallet.</p> <p>9.2 Your Statement will show all your Transactions until the date shown on the Statement.</p> <p>9.3 Your Statement will show pre-authorisation amounts and the corresponding completed Transaction. If, on your return to South Africa, there is a pre-authorisation amount without a corresponding completed transaction, the value of the Transaction will be retained to ensure that your Account does not reflect a negative balance.</p> <p>9.4 You must check your Statement within 60 days of any Transaction. If you do not tell us about any mistakes within these 60 days, we will treat your Statement as correct.</p> <p>10 Fees and other charges</p> <p>10.1 We will charge you a fee for the following Transactions:</p> <ul style="list-style-type: none"> • activating your Card; • loading money to your Card • withdrawing cash using your Card; • adding extra money to your Account; and • any direct foreign exchange delivery service which you use. <p>10.2 We will charge you a commission for converting from one currency to another at our normal rates. These rates change. You may ask about our current rates at any of our Foreign Exchange Outlets. If you want to buy goods or services using a currency other than what was preloaded onto your Card, you will have to pay a currency conversion fee. The exchange rate will be the same as that offered by MasterCard on that date.</p> <p>10.3 You may not spend more money than you have available in your Account. If you do, you will be responsible to pay us all amounts that have been charged to your Account, including the excess amount (after adjustment for foreign exchange fluctuations), interest, and fees or charges relating to your Card.</p> <p>10.4 No interest will be paid on the money in your Account.</p> <p>10.5 You can find all our fees at www.standardbank.co.za.</p> <p>10.6 Foreign Banks may charge additional fees at their discretion for any ATM withdrawals you make.</p> <p>11 Ending your relationship with us</p> <p>11.1 We may close your Account by written notice to you (Termination Notice). But we may close, restrict activity or suspend access to your Account without notice if we in any way know or suspect that it is being used fraudulently, negligently or for illegal activities, or if we must do this for legal reasons.</p> <p>11.2 If we close or suspend access to your Account for any reason, we will not be responsible for any loss resulting from any act or omission by us or any third party. This includes claims arising in contract, delict or statute for direct, indirect, consequential or special damages, including loss of profit.</p> <p>11.3 You may not withdraw any funds on your Card within 14 days of your returning to the Republic from any foreign destination.</p> <p>11.4 You will not be able to use your Card if we have closed your Account.</p> <p>11.5 You must advise us in writing via email at travelwallet@standardbank.co.za if you want to close your Account.</p> <p>11.6 If you close your Account, you must cut up your Card so that it cannot be used again.</p> <p>If you do not cut up your Card, you will be responsible for all resulting Transactions after your Account is closed.</p>	<p>12 Consents, the conduct on your Account and the regulations</p> <p>12.1 We may:</p> <ul style="list-style-type: none"> • check and verify your identity, address or personal particulars with any agency; • perform identity and fraud prevention checks and share information relating to this application with the South African Fraud Prevention Service (SAFPS) or any credit reference agency we choose to use or employ; • perform anti-money laundering audits on your Account, as may be set out in our policies and in terms of any law; • keep a record of the conduct on your Account, including whether there are any suspicious or unusual Transactions, and give this information to the authorities or any credit reference agency; and • make the record of this suspicion available to other members of the SAFPS. <p>12.2 You must at all times comply with the exchange control regulations, including any promise to sell back unused foreign exchange upon your return to your home country (in law referred to as your country of residence).</p> <p>13 Disclaimers</p> <p>13.1 We are not responsible for any loss, interruption in the processing of Transactions or delay resulting from circumstances beyond our reasonable control. This includes power failure and technical faults during and interruptions or delays in communication with any EDC, ATM network or other system.</p> <p>13.2 We cannot guarantee that the Internet or another online system will be working when you want to check your Statement. We will not be responsible for any loss resulting from any failure to access your Statements.</p> <p>13.3 We cannot guarantee that all Merchants, ATMs or EDCs will accept your Card.</p> <p>14 Privacy</p> <p>14.1 Your information consists of the details you and others give us during your relationship with us. It includes information from application forms, your requests and instructions, details and analysis of your card transactions, and other information we gain from operating your accounts and the services provided.</p> <p>14.2 We will keep your information private and may share it only:</p> <ul style="list-style-type: none"> • if you ask us to share it with others or you have agreed to us doing so; • with our Agents, MasterCard and others who are involved in helping to manage your accounts and our services to you; • to meet our obligations to any regulatory authority; or • if the law requires or permits it or it is in the public interest. <p>14.3 We will use your information to:</p> <ul style="list-style-type: none"> • provide you with the Card and to update our records; • recover debts; • prevent fraud; • perform regulatory checks; and • identify other products and services which might interest you and improve our business relating to such products or services. <p>15 Direct marketing</p> <p>15.1 If you opened this Account because of direct marketing, you may cancel these Terms and close the Account, without reason or penalty, within five business days after it was opened. This period is called a "cooling-off" period.</p> <p>15.2 If you close your Account in the cooling-off period, you must write to us, or visit or telephone your Branch.</p> <p>15.3 You must also return the Card within 10 business days of delivery if you close your Account in the cooling-off period. If you used the Card, we may charge our normal charges for its use and for any Transactions.</p> <p>16 Addresses for notices</p> <p>16.1 Your physical (street) address on your application form is your chosen address for receiving any legal notices and documents. You must notify us immediately in writing or by email at travelwallet@standardbank.co.za if your address changes.</p> <p>16.2 We may, but do not have to, send you any non-legal notice in terms of these Terms to the email address you give us on your application form. We will take it that you received such email communication one day after it was sent, unless you can prove otherwise.</p> <p>16.3 You must send any legal notice to us at Standard Bank, 5 Simmonds Street, Johannesburg, 2001, South Africa.</p> <p>16.4 You acknowledge and agree that the Agreement is between you and us and will be regarded as having been entered into at Johannesburg. Any breach of the Agreement will be considered as having taken place in Johannesburg.</p> <p>17 General</p> <p>17.1 South African law governs these Terms.</p> <p>17.2 We reserve the right to change these Terms at any time. The changes will be available at or from any of our Foreign Exchange Outlets. A change will not cancel this Agreement.</p> <p>17.3 We may sue you in a Magistrates' Court, even if our claim against you is greater than would otherwise be allowed.</p> <p>17.4 Our rights against you will not be affected or replaced by any favour or reduced rate we may give you.</p> <p>17.5 You must pay all our expenses and other costs in recovering any outstanding debts, including legal fees on an attorney and own client scale, and any collection, tracing and penalty fees.</p> <p>17.6 We may delegate or transfer legally our rights and obligations in these Terms to any party without seeking your consent.</p> <p>17.7 You may not transfer these Terms to any other person or business.</p> <p>17.8 The invalidity, illegality or unenforceability of any of the clauses of these Terms will not affect the validity, legality and enforceability of the remaining clauses of these Terms.</p>
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