Standard Bank

Terms and Conditions for Credit Card

1. DEFINITIONS

1.1 **Account holder** means the person described in the application form, also known as the cardholder.

1.2 **Additional cardholder** means the person to whom an additional card, linked to the card acccount, is issued at your request.

1.3 **Applicable laws** means any law that relates to or is connected with the activities contemplated under this agreement.

1.4 **Application confirmation** means the application confirmation for a card account as completed by the branch and authorised by you, where you accept liability for the cards issued under the card account.

1.5 **ATM** means an automated teller machine.

1.6 **Bank**, **we**, **us**, **our**, or **Standard Bank** means Standard Bank Namibia Limited (registration number 78/01799), a company duly incorporated with limited liability according to the Republic of Namibia and/or its successors in title or assigns.

1.7 **Business day/s** means any day/s other than a Saturday, Sunday or statutory holiday in the Republic of Namibia.

1.8 **Card** means the relevant debit card, including, unless the context indicates otherwise, any additional cards we issue at your request that are linked to the card account.

1.9 **Card account** means the debit card account opened in our books in your name in respect of this agreement.

1.10 **Cardholder** means the person to whom a card has been issued. In this agreement, reference to cardholder may include reference to the additional cardholder/s, as the context may indicate.

1.11 **Cash advance** means any transaction regarded as cash that results in a debit balance on your card account. This includes, inter alia a cash withdrawal, the purchase of a traveller's cheque, money order, foreign exchange, fuel or any electronic fund transfer.

1.12 **Collateral provider** means financial institutions offering life cover, investments or stock trading.

1.13 **Electronic device** means any electronic device through which a transaction is concluded and includes a telephone, an ATM, a mobile application, a website or a point-of-sale device.

1.14 **Electronic communication** means any communication sent via telex, fax, e-mail, short message service, data message or any other mode of electronic communication

1.15 **Group** means Standard Bank Group Limited, its subsidiaries and their subsidiaries.

1.16 **Material** means anything that is material in the Bank's reasonable opinion.

1.17 **Merchant** means a supplier of goods and services.

1.18 **Parties** means you and us, and Party means either of us, as the context may indicate.

1.19 **Personal information** means information about an identifiable, natural person and, where applicable, a juristic person.

1.20 **PIN** means a personal identification number used for operating your card.

1.21 **Processing** means any operation or activity, automated or not, concerning personal information. This includes alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination through transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or use.

1.22 **Process and Processed** will have a similar meaning.

1.23 **Prohibited activities** mean illegal or terrorist activities, money laundering or any activities subject to sanctions or not in compliance with applicable laws.

1.24 **Public entity** means a financial or regulatory institution or credit bureau.

1.25 **Public record** means your payment profile, including your credit history, information on a payment profile held by any public database, credit bureau or financial institution.

2. LOSS OR THEFT OF CARD/DETAILS

2.1 Should the card be lost or stolen the cardholder undertakes to report, telephonically or in writing, such loss or theft to any branch of the Bank, furnishing the cardholder's identity number, account number and card number (if available).

2.2 A verbal or telephonic report of loss or theft shall be of no force and effect unless confirmed in writing by the cardholder within 48 hours.

2.3 All telephonic instructions are recorded for evidential purposes and the cardholder hereby consents to the recording by the Bank.

2.4 The cardholder shall not make the card available to any other person and shall take all reasonable precautions possible to prevent the card from being lost, stolen or falling into the possession of any unauthorised person.

2.5 The account holder and cardholder shall remain jointly and severally liable to the Bank for any transaction effected by the use of the card until receipt by the Bank of the written notice specified above, and such card transactions shall be deemed to have been effected by the cardholder himself.

2.6 In the event of a dispute as to the effective date and time of such report in terms of 2.1 above, the time and date of receipt of the written confirmation in terms of

2.7 shall be prima facie regarded as the date of notification to the Bank.

2.8 Claims in respect of disputed transactions that took place more than 60 days before the date of receipt of the written confirmation in terms 2.2 above, will not be considered by the Bank.

3. USE OF CARD

3.1 The cardholder may use the card to pay for goods and services at merchants that accept the card.

3.2 Once the card has been used for a transaction through an electronic device, you or the cardholder will not be able to instruct us to stop any payment that we are to make to a merchant for any transaction or reverse a payment which we have already made.

3.3 When paying, the cardholder must sign a transaction slip if the merchant requires this. The cardholder will not have to sign a transaction slip when doing remote transactions.

3.4 Each card linked to the card account will be allocated a separate PIN. A PIN will allow the cardholder, among other things, to conclude "chip and PIN" point-of-sale transactions and use self-service banking facilities to effect transactions such as drawing cash, depositing and transferring money.

3.5 You can also use your card to buy fuel (where credit cards are accepted), foreign exchange, casino chips and traveller's cheques).

3.6 If you use your card for online purposes, please ensure that you take all reasonable steps to protect your online privacy. It is the cardholder's responsibility to immediately alert us of suspicious or unauthorised transactions on their card.

3.7 We may charge you a separate transaction fee for certain transactions. The full list of our fees is available at our branches or on our website at **www. standardbank.com.na**. The liability to pay us is effective when the card, card number and PIN are used for a transaction.

3.8 A cardholder must comply with our authentication procedures to access or use their card. You must ensure that a cardholder does not share details of this authentication or any other information that will reveal their identity or card details with anyone. For example, a cardholder must not tell anyone their identity number or the question for identifying them as the cardholder.

3.9 If a cardholder or any other person uses your PIN, we will treat these transactions as authorised by you. You will be liable for all such transactions on that card.

3.10 It is the cardholder's responsibility to comply with the applicable exchange control regulations fully. We must report all transactions outside Namibia to the Bank of Namibia.

3.11 You must make sure that the card is used only for lawful transactions.

3.12 Subject to clause below, you will be liable for payment of all transactions, including unlawful transactions carried out with an additional card linked to your card account.

3.13 We will not be liable to the cardholder if any merchant or electronic device does not accept a card or if we refuse to authorise any transaction.

3.14 A cardholder may dispute a non-PIN transaction, but you must prove it was not authorised.

3.15 If a cardholder wants to dispute a transaction, they must contact our Customer Contact Centre referred to above within ninety calendar days of the transaction date. We will investigate the dispute after receiving the appropriate documentation confirming that the cardholder did not authorise the transaction.

3.16 No refunds will be credited to a card account unless and until the merchant credits or pays such an amount to us.

3.17 If a cardholder wants to dispute a 'card not present' transaction, they must contact our Customer Contact Centre referred to above within ninety calendar days of the transaction date. We will investigate the dispute after receiving the appropriate documentation confirming that the cardholder did not authorise the transaction.

4. SECURE CODE/3D SECURE TRANSACTIONS

4.1 For your protection, the Bank supports 3D Secure authentication (e.g. Verified by Visa, Mastercard SecureCode) for online card transactions. This added layer of security helps verify your identity during purchases at participating merchants.

4.2 Please note that not all online merchants support 3D Secure. Transactions processed on non-3D Secure platforms may not require additional authentication. By proceeding with such transactions, you acknowledge and accept the associated risks.

4.3 The Bank shall not be held liable for any loss, fraud, or unauthorised use of your card on non-3D Secure merchant websites.

4.4 The Bank is under no obligation to liaise directly with any online merchant on your behalf, nor will it request or share system-level or sensitive transactional data with third-party merchants. Customers are responsible for resolving product or service disputes directly with the merchant, unless otherwise required by applicable law or card scheme rules.

4.5 Secure Code is a service which provides you with additional security when you shop on the internet using your card on merchant websites which subscribe to the services of Secure Code. However, it does not guarantee the security and legitimacy of websites (or the goods and services offered on those websites).

4.6 You have been automatically registered for the Secure Code service. The Bank provides this service to you, but we may use third-party service providers to operate the service or part of it on our behalf. Using the Secure Code service, you authorise the Bank to share certain information about you and your card with third parties.

4.7 The Bank shall not be liable for any failures of the Secure Code service caused by any events we cannot reasonably control. You are responsible for maintaining the confidentiality of your one-time password and ensuring that your contact details are regularly updated on the Bank systems to be able to use the service when required.

4.8 You also acknowledge and agree that you are fully responsible for all transactions or other activities that occur or are undertaken with your card using the Secure Code service.

4.9 The Secure Code service may be amended or discontinued, temporarily or permanently, without prior notice.

5. UNAUTHORISED USE OF YOUR CARD, ONE TIME PASSWORD FOR ONLINE PURCHASES AND PIN

If the loss or theft of the card or the compromise of the PIN or your One Time PIN for online purchases is not reported immediately, you will be responsible for all transactions made with the card before we stopped it. You will be liable for any transaction where the cardholder's signature appears on the card transaction slip or a similar record proving use of the card and validation through a One Time Password, or if we have evidence to establish that the cardholder authorised or was responsible for the use of the card.

6. SMS NOTIFICATIONS

The account holder shall be entitled to SMS notification subject to the following conditions:

6.1 The access to SMS notification is provided subject to these terms and conditions. The account holder acknowledges that the SMS notification will enable the account holder and/or the cardholder awareness of the activities conducted by the usage of the card.

6.2 The account holder has the option to receive SMS notification. The account holder can authorise the cardholder to receive SMS notification.

6.3 The account holder must provide the Bank with a cell phone number of the cardholder to which SMS notifications will be sent.

6.4 The Bank will notify the authorised cardholder via SMS notification when certain activities are conducted on the account by the use of the card.

6.5 The account holder understands that the SMS notification is an additional security measure and it is not a complete safeguard against unauthorised transactions and/or activities being conducted on the account holder's account.

6.6 The Bank shall endeavour to keep the SMS notification operating effectively, but does not take any responsibility and shall not be liable to the account holder and/or cardholder for the SMS notification being unavailable due to circumstances beyond its control.

6.7 The account holder shall be responsible for ensuring that he/she/it notifies the Bank when there is a change in cell phone number of the cardholder.

6.8 For the purpose of this agreement the following activities will be reported via SMS notification:

- **Cash withdrawal;**
- **Goods and services conducted via POS;**
- **Goods and services with Cash Back with any merchant;**
- **Quasi-cash (issuing of redeemable vouchers instead of cash);**
- **Refunds done by the POS merchant;**
- **Change of card PIN;**
- **Incorrect PIN;**
- **Reversals (due to system errors or transaction failures).**

6.9 All instructions received by the use of the card (s) shall be deemed as instructions of the account holder and/or cardholder. The account holder and/or cardholder shall be liable for all activities received thereto.

6.10 The account holder and/or cardholder must have access to a cell phone, network service provider and channel services.

6.11 The account holder and/or cardholder will be solely responsible for all related costs or expenses in connection with the cell phone services.

6.12 In the event that the account holder and/or cardholder experiences problems with the cell phone and/or cellular network, it is the account holder and/or cardholder's responsibility to liaise with the network service provider prior to contacting the Bank. The Bank shall not be responsible for resolving any problems experienced by the account holder and/or cardholder with its cell phone or its network service provider.

6.13 The account holder authorises the Bank to carry out any and all activities conducted on the account with the card, including monitoring any possible fraudulent transactions picked up by the Bank's tools.

6.14 The Bank may, at its sole discretion, vary these terms and conditions by giving reasonable notice of such amendments to the account holder and/or cardholder.

6.15 The Bank will communicate all notice of changes to these terms and conditions to the account holder and/or cardholder via SMS. Such communication is here forth recognised as reasonable notice to the account holder and/or cardholder. The terms and conditions will be available on the Bank's website.

7. FEES

7.1 All card transactions debited to the account arising from this agreement will be subject to the standard chargeable levies in respect of such fees as finance charges, service fees and tax levies on the account.

7.2 The Bank shall further be entitled to collect from the cardholder an item fee as determined from time to time by the Bank on each transaction made with the card and/or PIN and to debit this fee against the account.

7.3 In the event that a cardholder authorises the Bank to issue or re-issue any card to them, such authorisation shall entitle the Bank to debit the cost of such re-issue against the account.

8. TAP N GO TRANSACTION

8.1 Your card will be enabled to make contactless transactions.
8.2 You may make a contactless transaction for an amount below the prescribed limits without the use of a PIN.
8.3 When you do a contactless transaction without the use of a PIN, you may not have the right to dispute this payment.
8.4 It is your responsibility to safeguard your card against unauthorised usage.
8.5 Contactless transactions are available at POS terminals and at ATMs compatible and enabled to support contactless transactions.

9. DURATION, VALIDITY, RENEWAL AND TERMINATION OF THE CARD

9.1 The card shall at all times remain the property of the Bank and the Bank may, at its discretion, terminate its validity at any time or refuse to renew it on expiry and demand the return thereof, in which event the cardholder undertakes to return the card to the Bank. Termination of the card shall be at the Bank's discretion and subject, in the Bank's opinion, to reasonable notice.
9.2 The cardholder shall be liable to prosecution in the event that they continue to make use of the card after such demand by the Bank.
9.3 On the closing of the account on which the card is operated, it shall be the duty of the cardholder to return the card immediately to the Bank.
9.4 In the event of the death or sequestration of the principal cardholder, or the breach by them of any of the conditions of this agreement for the time being in force, the Bank may, in addition to other remedies it may have, take such steps as are necessary to stop any operation by means of the card and to withdraw the card.
9.5 The issue of a card, the extent of services accessible thereby as well as the limitation or termination of the use of a card will at all times be at the discretion of the Bank. The Bank may exercise this right of limitation or termination without notice to the cardholder.
9.6 The card shall be replaced at the discretion of the Bank at its expiry date, unless the cardholder has given contrary instructions.
9.7 If the card is, in terms of the provisions of this clause, so cancelled or revoked by the Bank, or the cardholder commits a breach of any condition herein;,or the Bank calls for surrender of the card, or when the expiry date of the card is reached, the cardholder shall immediately terminate the use of the card. The Bank shall be entitled to give notice of the cancellation of the card to any merchant or anyone else as it may deem fit, and the cardholder shall have no cause of action or remedy in respect of such notification.
9.8 The cardholder may terminate this agreement at any time by surrendering all cards to the Bank. Any termination in terms hereof shall not affect the cardholder's liability to the Bank in respect of any use of the card.

10. MODIFICATIONS TO AGREEMENT

The Bank may, at its discretion, amend any of these conditions, in which event:

10.1 such amendment shall not constitute a novation of the whole agreement.
10.2 any such amendment shall be effective and binding on the cardholder 10 days after the dispatch of written notice of amendment unless the cardholder, within such period.
10.3 any relaxation or indulgence or extension of time granted by the Bank to the cardholder shall not constitute or be deemed to be a novation or waiver of any of the Bank's rights against the cardholder in terms of these conditions.

11. DOMICILIUM AND NOTICES

11.1 All legal processes against the cardholder in terms of this agreement may be delivered to or served at the latest physical address of the cardholder provided to the Bank by the cardholder, which address shall constitute the cardholder's chosen domicilium citandi et executandi ("**domicilium**").
11.2 The cardholder may on 14 days written notice advise the Bank of any alteration of such domicilium, which shall be a physical address.
11.3 All notices by the Bank to the cardholder may be dispatched to the cardholder's postal address as advised from time to time and shall be deemed to have been received by the cardholder on the fourth day after posting.
11.4 All notices by the cardholder to the Bank must be posted by pre-paid registered post to or delivered to the appropriate Standard Bank branch, and if delivered a receipt stating the date and time of delivery must be obtained.
11.5 This provision shall not be construed as precluding the utilisation of other means and methods for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

12. SANCTIONS AND JURISDICTION

The account holder and/or cardholder, jointly and severally, agree to the jurisdiction of the Magistrates Court in respect of any matter relating to the conduct of the account, for any action that may arise from the use of the card and/or PIN, or arising from this agreement, notwithstanding that the amount in issue may exceed the jurisdiction of such court. The Bank shall, at its discretion, be entitled to institute any such proceedings in the High Court of Namibia.

13. DISCLOSURE OF INFORMATION

13.1 We may verify the information on the application and may make whatever enquiries we consider necessary.

13.2 We and our associated companies may furnish any credit reference agency with any information regarding your accounts, provided that such disclosure falls within the laws of the Republic of Namibia.

13.3 You agree that we may:

13.3.1 hold and process, by computer or otherwise, any information obtained about you as a consequence of your application;

13.3.2 include personal data in our systems which may be accessed by other companies in our group for credit assessment, statistical analysis and to identify products and services (including those supplied by third parties) which may be relevant to you; and

13.3.3 permit our associated companies to use personal data and any other information we hold about you to bring your attention to products and services which may be of interest to you.

13.4 You further agree that we may disclose your personal data and/or information, including data and information relating to this agreement and any documents referred to herein, or your business or affairs outside our group whether such personal data and/or information is obtained after you cease being a customer or during the continuance of the bank-customer relationship or before such relationship was in contemplation:

13.4.1 for fraud prevention purposes;

13.4.2 to licensed credit reference agencies or any other creditor, if you are in breach of this agreement or any documents referred to herein;

13.4.3 to our external lawyers, auditors and other sub-contractors or persons acting as our agents;

13.4.4 to any person who may assume our rights under this agreement;

13.4.5 if we have a right or duty to disclose or are permitted or compelled to do so by law; and

13.4.6 for the purpose of exercising any power, remedy, right, authority or discretion relevant to this agreement or any other document.

13.5 You acknowledge and agree that, notwithstanding the terms of any other agreement between you and us, a disclosure of information by us in the circumstances contemplated by this clause does not violate any duty to you, either in common law or pursuant to any agreement between you and us, or in the ordinary course of banking business and the customs, usage and practice related thereto. Disclosure as aforesaid may be made without reference to or further authority from you and without inquiry by us as to the justification for or validity of such disclosure.

14. AGREEMENT

The agreement and quotation/cost-of-credit section (Agreement) sets out the information relating to the total cost of the credit that is made available to you in terms of this agreement.

15. MARKETING/RESEARCH CONSENT

15.1 As part of our service, companies in our group may provide our products and services offered by them, that we believe will benefit you. In order to do this, these companies will need your details from us.

15.2 We sometimes research our market to help us improve our products and services. We do so only if we believe that the information may be of interest to you. Your contact details remain confidential and are not given to these companies unless you indicate that you are interested in the offer.

15.3 We sometimes research our market to help us improve our products and services. The research companies we use follow strict codes of conduct and treat customers' information confidentially.

15.4 We from time to time will share with you offers of the Bank for your consideration.

15.5 We sometimes tell our customers about other companies' products and services. We do so only if we believe that the information may interest you. Your contact details remain confidential, and we do not give them to these companies unless you indicate that you are interested in the offer.

15.6 By accepting the Terms and Conditions, you agree to the above. We will allow you to opt-out if you are no longer interested.

16. ACKNOWLEDGMENT AND DECLARATION

16.1 The Bank offers the account holder and cardholder, 5 (five) working days to read, understand and negotiate (if applicable) the card conditions and become acquainted with the card conditions before accepting the card conditions; and

16.2 By signing this document, the account holder and cardholder acknowledge that:

16.2.1 The card conditions were explained to him or her in plain English or if he or she is not proficient in the English language, the card conditions were explained to him/her by an interpreter provided by the account holder and cardholder; and

16.2.2 the Bank offered the account holder and cardholder at least 5 (five) working days to read and understand the card conditions; and

16.2.3 the account holder and cardholder immediately require the service or product, and hereby waives the 5 (five) working days requirement, and requests the Bank to immediately provide the service or product and is irrevocably bound to the terms of the agreement

16.2.4 Consider clause 15.2.2 or 15.2.3 and strike through, which one is not applicable. Where (c) is deleted, the product or service will only be available after 5 (five) working days.

16.3 The account holder hereby agrees to pay all expenses incurred by the Bank, including all legal charges (on attorney and client scale), collection charges and tracing fees. The cardholder and/or account holder authorises the Bank to debit the account with all such costs incurred.

16.4 The account holder gives express consent to us to follow the relevant recovery or collection processes, including the sharing of the account holder's credit information with our assigns, agent or third party service providers tasked with the recovery or collection process.

16.5 The account holder consents to the conclusion and execution of this agreement by electronic means, including the use of electronic communications and electronic records. The account holder acknowledges that his/her acceptance and conduct in relation to the terms and conditions shall be deemed to constitute his/her consent and agreement to be bound by its terms. This consent does not affect your right to request a physical copy of the agreement or to execute the agreement in a non-electronic form if you so choose.