

## **TERMS AND CONDITIONS FOR CASHBUILD GROUP\* (CASHBUILD AND P&L HARDWARE) PAYMENT CARD**

The following terms and conditions apply to the Cashbuild Group's Payment Card (Customer Card) and will apply to the Customer and/or his authorised representative utilising the product. The Customer must read these terms and conditions carefully and must contact the Cashbuild Group if any part of thereof is not understood. The Customer, by his signature of the quotation, and by his use of the CB/ P&L Payment Card, acknowledges that he has read and understood the terms and conditions and agrees to be bound thereto.

### **1. USE OF CARDS AND PIN:**

- 1.1 The Customer must register a cell phone number on his CB/ P&L Payment card and provide Cashbuild/ P&L Hardware with a copy of his Identity Document or in the case of an authorised representative, a copy of that person's Identity Document.
- 1.2 The Customer and/or its authorised representative must immediately upon receiving the card personalise the PIN, which will give the Customer and or his authorised representative, the right to deposit funds, make purchases or request refunds on the store system.
- 1.3 The Customer and/or its authorised representative will have access to the account at any Cashbuild/ P&L Hardware Store and via the internet in order to view his balance. The Customer and/or his authorised representative must have the card, his registered cell phone and PIN present in order to transact on the account.
- 1.4 It is important that the Customer card is not used fraudulently. The Customer and/or his authorised representative must therefore:
  - 1.4.1 Take proper care of the card and take reasonable steps to prevent it from being lost, stolen and/or used wrongfully.
  - 1.4.2 Ensure that any record of the PIN is kept separate from the card and in a safe place.
  - 1.4.3 Never tell anybody who offers to help, including a Cashbuild Group Employee, the PIN.
  - 1.4.4 Never write down or record the PIN.
  - 1.4.5 Not allow anyone to obtain knowledge of the PIN.
- 1.5 The Customer may not cede or delegate any of his rights or obligations in respect of the card or its use other than in the case of an authorised representative at the time that the Customer opens the account.
- 1.6 The card is valid from the time it is issued, until it expires or until such account is closed by either the Customer or Cashbuild Group for whatever reason.
- 1.7 Both a Cashbuild payment card and a P&L Hardware payment card can be used within any Cashbuild or P&L Hardware stores within South Africa to make purchases.

### **2. LOSS OR THEFT OF CB GROUP PAYMENT CARD OR PIN**

- 2.1 If the card, or the Customer's card number or PIN:
  - 2.1.1 Is lost, stolen or used wrongfully, or
  - 2.1.2 Is used by any person other than the Customer.

Then the Customer and/or his authorised representative must notify Cashbuild Group immediately by calling the nearest Cashbuild/ P&L Hardware Store. The Customer and/or his authorised representative must also notify Cashbuild Group immediately if anyone obtains knowledge of his PIN or if he has reason to believe or suspect that this has happened. The Customer must thereafter go to the nearest Cashbuild/ P&L Hardware and obtain written proof that the card has been cancelled within 24 (twenty-four) hours after the verbal notification. The Customer must retain this written proof. The Customer acknowledges that he or she will be liable for and must repay Cashbuild Group all amounts that Cashbuild Group pays or has to pay if the card, card number or PIN is used, unless it has been reported as being lost or stolen or used wrongfully. The Customer and/or his authorised representative may not use the card for any unlawful or illegal transaction, and it is the Customer's duty to make sure that a transaction is lawful before the card is used.

### **3. CANCELLATION OF AUTHORISED REPRESENTATIVE'S AUTHORITY TO TRANSACT**

- 3.1 The Customer must call or visit the nearest Cashbuild/ P&L Hardware Store if the Customer's authorised representative's authority to transact has been terminated by the Customer within 24 (twenty-four) hours after the verbal notification.
- 3.2 Once card is deactivated on request, an OTP will be sent to the Main Account Owner to verify the deactivation of the account representative.
- 3.3 Cashbuild Group will allow all transactions where the authorised representative used the card and PIN in the absence of a verbal notice as per clause 3.1 above.

### **4. USE OF AN ACCOUNT**

- 4.1 The Customer agrees that:
  - 4.1.1 Cashbuild Group will open an account (s) for the Customer once the Customer completes the necessary documents provided by Cashbuild Group and provides all requested information.

- 4.1.2 the Customer will supply Cashbuild Group with the detail of the signing arrangement(s) and authorised users in the format requested by Cashbuild Group.
- 4.1.3 Cashbuild Group will be advised of all changes in signing arrangements or authorised representatives transacting on the account in the format of or similar to the document to be provided by Cashbuild Group.
- 4.1.4 Cashbuild Group is authorised to pay all card transactions linked to this account where a valid PIN has been entered.
- 4.1.5 the Customer acknowledges that Cashbuild Group will allow transactions based on instructions by telephone, email or other electronic means.
- 4.1.6 the Customer acknowledges that instructions must be made in person and validated by the card, PIN and registered cell phone.
- 4.2 That part of the deposit, which is not used for a transaction, will be utilised towards potential future transactions with Cashbuild Group or may be refunded to the Customer.
- 4.3 Upon written instruction in the format provided by Cashbuild Group, the unutilised portion of the deposit is refundable in full by EFT to the Customer's bank account, but subject to clauses 4.4 to 4.8 below.
- 4.4 The Customer acknowledges that EFT refunds will only be made into a local bank account opened in the name of the Customer.
- 4.5 Confirmation of bank details, as well as a clear copy of the Customer's identity document, is required.
- 4.6 All refunds may take up to 72 (seventy-two) hours to reflect in the Customer's bank account.
- 4.7 Fees, costs and charges:
  - 4.7.1 Cashbuild Group is entitled to charge and recover fees, costs and charges as stipulated in the pricing brochure. These fees may be altered at any time by Cashbuild.
- 4.8 The termination of the agreement
  - 4.8.1 The Customer may cancel the agreement without prior notice to Cashbuild Group.
  - 4.8.2 Cashbuild Group may close the account by giving prior written notice of its intention to close an account.
  - 4.8.3 Where fraud or suspected fraud is occurring or has occurred on such account, in which event Cashbuild Group may close the account without prior notice.

## **5. DORMANT ACCOUNTS**

- 5.1 The Customer acknowledges that, in the event that an account is inactive for a period of 24 (twenty-four) months, Cashbuild Group may close the account.
- 5.2 The Customer will not be able to transact on a dormant account that has been closed, unless proof of identity of the Customer is provided to Cashbuild Group, in which event the dormant account may be reactivated.
- 5.3 It requires up to 3 (three) business days (72 hours) to reactivate a dormant account that has been closed, and Cashbuild Group shall not be liable for any losses occasioned as a result of delays occasioned in the re-activation.

## **6. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION:**

- 6.1 The Customer's personal information will be treated as confidential and will not be disclosed, except in the following circumstances.
  - 6.1.1 Where Cashbuild Group is legally compelled to do so.
  - 6.1.2 When it is in the public interest to disclose.
  - 6.1.3 When Cashbuild Groups interests require disclosure; or when disclosure is made at the Customer request or with his written consent; and
  - 6.1.4 Where the Customer consents to receiving marketing materials. (If No, Customer to indicate below)

## **7. CASHBUILD GROUP'S RIGHTS AND CUSTOMER'S LIABILITY:**

- 7.1 The Customer agrees that Cashbuild Group may debit the Customer's account with the amounts of
  - 7.1.1 All transactions carried out by the Customer or its authorised representative, using the card and PIN.
  - 7.1.2 All transactions not authorised by the Customer, but which have been carried out by means of the card and PIN before Cashbuild Group has had reasonable opportunity to prevent further unauthorised transactions after the verbal notification in terms of clause 2 above.
  - 7.1.3 All transactions where the authorised representative used the card and PIN in the absence of a verbal notice as per clause 3.1 above and before Cashbuild Group has had reasonable opportunity to prevent further unauthorised transactions by the no-longer authorised representative after the verbal notification.
- 7.2 The Customer will be liable for, and hereby indemnifies Cashbuild Group from, any losses resulting from:
  - 7.2.1 All Card and PIN based transactions and transactions effected while the card and or PIN has been lost or stolen from the date of the loss of theft until the Customer notifies Cashbuild Group of the loss or theft as per clause 2 above and the elapse of a reasonable period of time. For purposes of clarity, a reasonable time is 4 (four) working hours.
  - 7.2.2 All transactions where the authorised representative, whose authority to transact has been withdrawn used the card and PIN in the absence of a notice as per clause 3.1 above and the elapse of a reasonable period of time. For purposes of clarity, a reasonable time is 4 (four) working hours.

## **8. INTEREST**

There will be no interest earned by the Customer on the deposited funds from the time that the deposit is made until the time that account is closed, and the balance of funds have been refunded to the Customer as per clause 4.3 above.

## **9. GENERAL**

- 9.1 Before opening the account, Cashbuild Group may follow up references or otherwise satisfy itself of the Customer's identity, suitability and request written confirmation of source of funds. Cashbuild Group may refuse to open an account or accept a deposit without giving the Customer any reasons for the said refusal.
- 9.2 The Customer acknowledges that where Cashbuild Group has any reasonable doubt of the identity of the Customer, or of its authorised representative, or the validity of a transaction, then Cashbuild may, but is by no means obliged to, refuse the transaction until the identity or validity has been confirmed and the Customer holds Cashbuild Group harmless against any losses occasioned as a result of any delays in this regard.
- 9.3 The Customer agrees that no transactions will be affected until funds have been deposited into the account and have been cleared by Cashbuild Group bankers.
- 9.4 The Customer agrees that no transactions will be affected in the event that the balance of funds in the account is lower than the value of any transaction. The use of the Card and account does not constitute any credit agreement of whatsoever nature.