



TERMS AND CONDITIONS FOR THE UBANK DEBIT CARD ACCOUNT

ub1174

I, the undersigned, hereby apply to open a savings account with a linked debit card ("**the debit card**") at ubank Limited ("**ubank**") on the following terms and conditions:

1. Before opening an account ubank shall be entitled to follow up references or otherwise satisfy itself of my identity and suitability as an account holder. ubank shall be entitled to refuse to open an account or accept a deposit.
2. I undertake to use the debit card in a responsible manner and when not in use, keep the debit card in a safe and secure place. I also undertake that I will be the only person using the debit card and appreciate that I may not authorise anybody else to use the debit card.
3. I have been provided with a personal identification number ("**PIN**") and undertake not to disclose such PIN to a third person. If, for any reason, my PIN and/ or debit card, is lost/ stolen or misused, I will immediately inform ubank in writing or via the contact center and I will remain liable for all amounts withdrawn by means of the debit card and/or PIN until the written notice regarding the loss or theft of the debit card and /or PIN has been handed to ubank. I will also be liable for interest as well as the cost of redeeming the amount.
4. No overdraft or credit facility is available on the account.
5. ubank shall be entitled to change the interest rates at any time and will reasonably endeavor to give prior notice of the changes in interest rates. If I do not receive such prior notice, ubank shall not be prevented from adjusting the interest rate.
6. Any fees, costs, taxes, commission and charges in respect of my account are payable immediately as and when they arise and shall be debited to my account on that basis.
7. Account statements will be provided on request only.
8. ubank shall have the right to withdraw its authority and cancel the use of the debit card at its own discretion. The debit card remains the property of ubank and I undertake to return the debit card at the request of the Bank, for whatever reason.
9. The cardholder agrees that where an account is opened on behalf of a minor child, the name on the account will be that of the minor child where applicable.
10. The parent/guardian acknowledges that they are signing for the PIN on the card on behalf of the minor, where applicable.
11. The parent as the cardholder to a minor account (herein referred to as youth account) bears the responsibility to use the card for transactions that are legal, it is the cardholder's responsibility to ensure that transactions performed with the card are legal.
12. I undertake, in the event of any legal action being instituted against me by ubank, including collection fees and legal costs as between attorney and own client
13. I agree to the jurisdiction of the Magistrate's Court in respect of any matter relating to the conduct of this account, notwithstanding that the amount in issue may exceed the jurisdiction of such court. ubank shall be entitled, at its discretion, to institute any such proceedings in any division of the High Court of South Africa.
14. ubank shall not be liable to me for any damage or loss that I may suffer as a result of a delay, failure or malfunction of any point-of-sale device or any other device (electronic or manual) that I utilise to carry out card transactions with the card.



15. The agreement may be terminated unilaterally by either party acknowledging this in writing. I shall be entitled to cancel the agreement without prior notice to ubank, but ubank shall give reasonable prior notice of its intention to close the account except if the account is overdrawn or fraud or suspected fraud is occurring or has occurred on the account, in which event ubank shall be entitled to close the account without prior notice. On termination of the agreement ubank shall be entitled, at its discretion, to retain sufficient funds in the account to provide for amounts that may become due to ubank after termination.
16. ubank shall be entitled to change any of the terms and conditions contained in the agreement at any time. ubank will give notice of material changes by notices in the branches of the bank. Any amendment of the terms and conditions shall not constitute a cancellation of the agreement or of any previous obligation owing by me to ubank.
17. Using and sharing your personal information
 - a. I or parent/guardian of a minor, consent to Ubank collecting and processing my personal information from me and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes below:
 - i. To provide financial and added value products, channels and services to you in terms of this agreement and any other product, channel or service that you may apply or register for;
 - ii. To use the biometrics you provide us with, that is, thumb or finger prints, as additional security and/or in place of a signature to allow you access to your products, channels and services with Ubank.
 - iii. To collect and use your trade union membership information where necessary to provide you with preferential products, channels and services in affiliation with your trade union, should you have one and wish to participate in the special offer provided.
 - iv. To collect and disclose information from/to credit reference agencies for credit vetting and or relating to your personal debts owed to Ubank where you fall behind with the repayment of the debt and have not, following formal demand, made alternative satisfactory arrangements with Ubank.
 - v. To carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business, for example developing new products and services;
 - vi. To process your personal information in other countries, beyond South Africa, should you choose to make use of channels or agencies to transact in those countries where processing of your personal information is required to provide the service requested, for example using a TEBA Ltd office to withdraw cash in a neighbouring country. These countries may not have the same data protection laws as South Africa but we will ensure that any operators providing services on Ubank's behalf in those countries are contractually bound to our privacy policies;
 - vii. To share your personal information with our third-party service providers and insurers, locally and in the country where the products and services are provided, where it is necessary to process your personal information to provide you the product, channel or service you have applied or registered for.
 - viii. If you give us personal information about or on behalf of another person (including but not limited to, account signatories, shareholders, principle executive officers, trustees, beneficiaries and minors), you confirm that you are authorized to: give us the personal information; consent on their behalf to the processing of their personal information as described above and receive any privacy notices on their behalf;
 - ix. You will find our Privacy Statement and Information Manual on our website or on request.
18. Marketing by post, email or electronic messaging
 - a. If you give us permission, we may use your personal information to contact you about products, services and special offers from us or our third party service providers that may interest you. We will do this by post, email or electronic messaging. If you decide you do not want us to do this, you can contact us and we will stop.



19. I, parent/guarding acting on behalf of a minor, acknowledge and agree that Ubank can share a percentage of the revenue obtained from my account with the Affinity Partner should I select to form part of the Affinity Programme.

20. The parties choose for the purposes of the agreement the following addresses:

ubank: Ubank House, 10 Matuka Close Street, Midrand. The client: the last-known physical address supplied by the client shall be deemed to be the address the client has chosen. Any legal process to be served on any party may be served at the address specified for such party in clause 20 and such party chooses that address as its **domicilium citandi et executandi** for all purposes under the agreement. Any notice or other communication to be given to any party in terms of the agreement shall be valid and effective only if it is given in writing. A notice to any party which is delivered to the party by hand at the address specified for such party in clause 20 shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours. Notwithstanding anything to the contrary in clause 20 a written notice or other communication actually received by any party shall be adequate written notice or communication to such party even if the notice was not sent to or delivered at the party's chosen address. A party may by written notice to the other party change its address for the purpose of clause 20 to any other address (other than a post office box number) or fax number, provided that the change shall become effective on the 7th (seventh) day after the receipt of the notice.

21. I agree that ubank may disclose my information to third parties for marketing purposes.

YES NO

I certify that the above information is true and correct and accept that the operation of our account is subject to ubank's terms and conditions as set out above.

Signed/thumbprinted at _____ on this _____ day of _____ 20 _____.

OR

| Left | Right |
|------|-------|
| | |

Signature: _____ Thumbprint: _____

NOTE: If a signature is used, cross out the thumbprint boxes. If thumbprints are used, cross out the signature area.

Documents to be Attached

If a foreign national applies for an account all details must be verified. An account cannot be opened if all documents are not available.



| | | | |
|---------------------------------------|--------------------------|--------------------------|-------|
| ID Document/Passport | <input type="checkbox"/> | | |
| Signed Merchant transaction slip | <input type="checkbox"/> | | |
| Document confirming physical address | <input type="checkbox"/> | Reason (if not attached) | _____ |
| Document confirming income tax number | <input type="checkbox"/> | Reason (if not attached) | _____ |

Office Use

| | | | |
|------------|-------|---------------------|-------|
| Card PAN: | _____ | ACB account number: | _____ |
| Date | _____ | Processed by: | _____ |
| Processed: | _____ | Signature: | _____ |

Remarks: