

Online Foreign Exchange Ordering Terms and Conditions

The Bidvest Bank Service Centre of Excellence can be reached on:

0860 11 11 77 (in South Africa); or

+27 11 407 3103 (international)

The use of the Bank's Online Forex Ordering service for the World Currency Card™ and foreign cash is subject to the following terms, which form a binding agreement between you and the Bank.

Defined Terms

- **"agreement"** means the contract between you and the Bank as set out in these terms.
- **"account holder"** or **"you"** means a person sixteen (16) years or older, for whom an account has been opened by the Bank and who utilises the services
- **"account"** means any account in the books of the Bank held by you to be used in connection with the services and includes the record maintained by us of the funds held on any card.
- **"card"** means any World Currency Card™ issued by the Bank to you.
- **"delivery"** means physical delivery at the address provided by you.
- **"delivery address"** means the physical address where the delivery will take place.
- **"FICA"** means the Financial Intelligence Centre Act 2001, which governs customer identification and verification.
- **"order history"** means the statement of transactions made by you using the card.
- **"personal information"** means personal information as defined in the Protection of Personal Information Act, No 4 of 2013
- **"services"** means any services provided by the Bank as described in these terms.
- **"we"** or **"us"** or **"the Bank"** means Bidvest Bank Limited (Registration No. 2000/006478/06).

A. Online Forex Ordering

Online Foreign Exchange ordering is a service offered by the Bank for the purchase of foreign exchange products, including the World Currency Card™ and cash.

1. Ordering and Processing

- 1.1 Orders may be placed online via the Bank's website at any time by completing the application form and providing all specified information and documentation.
- 1.2 Orders will only be processed after all required information and FICA documentation has been provided and verified by the Bank.
- 1.3 The following functionality will be provided to enable you to access the service including:
 - 1.3.1 obtaining information relating to your account and order history;
 - 1.3.2 uploading the required FICA documentation;
 - 1.3.3 ordering foreign cash or a World Currency Card™;
 - 1.3.4 ascertaining the rate applicable to the currency selected;
 - 1.3.5 re-loading your World Currency Card™;
 - 1.3.6 obtaining a quotation at the time of ordering, detailing applicable fees and charges.

2. Exchange Rate

- 2.1 The exchange rate applicable to your online order will vary daily in line with the exchange rate set by our foreign exchange traders.
- 2.2 Once you have accepted a quotation, the deal may not be changed if the exchange rate changes.

3. Order Confirmation

- 3.1 Confirmation of the transaction including your reference number and a list of any outstanding documents will be sent to you via e-mail.

4. Delivery and Collection

- 4.1 Agreement to the delivery time and address is at the discretion of the Bank and the Bank may require a revised address or delivery time at its sole discretion.
- 4.2 If you change the delivery address or time it may result in additional delivery charges.
- 4.3 Confirmation of the delivery time will be sent by SMS prior to delivery by our selected courier.
- 4.4 The transaction will be cancelled if you are not present at the delivery address within the agreed time or if the required documentation (e.g. ID book) cannot be produced.
- 4.5 The Bank shall not be liable for any discrepancies once you have taken delivery of the foreign cash or World Currency Card™.

5. Cancellation

- 5.1 If you cancel the deal before delivery, you will be responsible for the exchange rate loss of conversion of the currency ordered back to South African rand.
- 5.2 The deal will be bought back if you only effect partial payment of a transaction and you will be responsible for the exchange rate loss of conversion.
- 5.3 The deal will be bought back if you do not pay within the prescribed time and you will be responsible for the exchange rate loss of conversion.
- 5.4 The Bank will buy back and terminate the deal prior to delivery if there is any reason to suspect that the safety of our staff and/or courier may be at risk and you will be responsible for the exchange rate loss of conversion.

B. Use of Online Forex Ordering

1. Authority and Security

- 1.1 You may request the Bank to effect transactions in accordance with these terms and your instructions.
- 1.2 Your instruction becomes irrevocable once submitted to the Bank, and is deemed to have been submitted once you have verified by means of the functionality available.
- 1.3 It is your responsibility to secure your password and not disclose it to any other person.
- 1.4 It is your responsibility to take all reasonable precautions to prevent unauthorised use of the services and access to your account.
- 1.5 If you suspect that the security or integrity of your password has been compromised, it is your responsibility to notify the Bank and change your password immediately.
- 1.6 Any act performed, obligation undertaken or omission made by any person other than the Bank in connection with the services shall be deemed to have been performed, undertaken or made by you.

2. Other Agreements

- 2.1 Use of the services shall not alter any aspect of the banker/customer relationship, or agreement between you and the Bank.
- 2.2 Use of the services shall not alter the provisions of any clearing or settlement mechanisms and the Bank's obligations within the South African banking system, which shall take precedence over any obligations of the Bank to you.
- 2.3 You accept the risk of using the services and, in particular, that the Bank will not be responsible for any damage, loss or consequential damage which you may suffer arising from such use and as a result of any circumstances beyond the Bank's reasonable control;
- 2.4 Clause 2.3 above is not intended to exclude the Bank's liability for loss suffered by you as a result of the fraud or gross negligence of a Bank employee. Such liability shall extend to actual financial damage suffered by you, but shall not include special or consequential damages.

3. Indemnity

- 3.1 You indemnify the Bank against any loss and damage the Bank may incur in consequence of, or in any way related to, any:
 - use of the services by you.
 - failure, delay, unauthorised use, incorrect procedure, data destruction or other risk, loss or damage envisaged in Clause 2.3 above.
 - errors arising from the omission or incorrect input of data by you.

4. Confidentiality

You acknowledge that information transmitted through the Internet or any other communication system, including wireless communication system, is susceptible to unlawful access, distortion and monitoring, and that you use the services at your own risk.

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5. Internet

- 5.1 You will be solely responsible for the acquisition, installation and maintenance of the connection to the Internet and any related expenses will be borne by you.
- 5.2 If you experience problems with the Internet and the Internet connection, it is your responsibility to liaise with the Internet service provider prior to contacting the Bank.

6. Liability

In the absence of our negligence or wilful misconduct we will not be liable to you for any loss or damage of whatsoever nature and howsoever arising, including but not limited to, any loss or damage that you may suffer as a result of our provision of incorrect information to any person (including any credit reference agency) if such information was provided by us in good faith and without negligence on our part.

C. Warranties, Acknowledgement and Confirmation

1. You acknowledge and confirm that the Bank may request information from any person, credit bureau, bank or business, relevant to the services in which you are interested.
2. You warrant that the information contained in your online order application is correct, true and complete and that you have full capacity and authority to transact with the Bank.
3. You acknowledge that you are required to provide documents to verify your identity in terms of anti-money laundering legislation.
4. You warrant that you have complied with all applicable legislation and regulations governing your activities including anti-money laundering legislation and exchange control legislation.
5. You acknowledge and confirm that the Bank may carry out identity, fraud prevention and other illegal activities checks and share information related to the services through the Southern African Fraud Prevention Service and other organisations involved in criminal activities prevention.
6. You acknowledge and confirm that the Bank may process and share personal information as defined in the Protection of Personal Information Act, No 4 of 2013 with third parties whose services the Bank utilises in its ordinary course of business.

D. Electronic Communication Indemnity

1. You acknowledge that telephone conversations with the Bank may be recorded, and you consent to such a recording.
2. You agree that in any dispute between you and the Bank regarding electronic instructions and documentation given to the Bank, the contents of the electronic instructions, including telephone recordings, or electronic document shall be final and binding on you.
3. You shall have no claim against the Bank, and shall indemnify the Bank, for any losses, damage or costs you may suffer or incur as a result of the Bank acting upon an electronic instruction or document, except if the Bank is grossly negligent.
4. You authorise the Bank to debit your account with the amount of losses, damage, costs or claims which the Bank suffers or incurs as a result of it acting on an electronic instruction or document.

E. Protecting your Personal Information

1. We may use your personal information to:
 - 1.1 enable us to provide the services in terms of this agreement and in connection with your account and for verification of your identity and address;
 - 1.2 protect against and prevent fraud, unauthorised transactions, claims and any other liabilities;
 - 1.3 provide, administer and communicate with you about products, services and promotions which we think may be of interest to you (including contests, offers and competitions), and to notify you about important changes to the features and operations of those products and services;
 - 1.4 operate, evaluate and improve our business (including developing new products and services, managing our communications, determining the pre-effectiveness of our advertising, analysing our products and services, training, performing and producing data reports and analyses that do not identify you as an individual, and performing accounting, billing, reconciliation and collection activities).

2. The Bidvest Group of companies would like to offer you ongoing financial services and may contact you to offer information about products or services that may be suitable to your financial needs. If you do not want to receive marketing information, please contact us on **0860 11 11 77**.
3. You consent to Bidvest Bank Ltd processing your personal information for the following purposes:
 - 3.1 Fraud prevention and detection
 - 3.2 Market research and statistical analysis
 - 3.3 Audit and record keeping purposes
 - 3.4 To comply with legal and regulatory requirements
 - 3.5 Verifying your identity
 - 3.6 Sharing with service providers we engage to process information on our behalf
 - 3.7 When we believe disclosure is necessary to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual fraud or illegal activity.
4. You may access the information that we hold about you and ask us to correct any errors or delete the information we have about you. To view our full privacy notice and to exercise preferences, visit the website on: www.bidvestbank.co.za
5. Your personal information will be processed outside of South Africa, but all service providers are required to have adequate safeguards in place to protect your personal information.
6. We may monitor or record telephone conversations with you to aid us in the provision of services in terms of this agreement and to detect or prevent fraud or other crimes.

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