



Money Send Terms and Conditions

1. Users of the Money Send service agree to use the service at their own risk, and African Bank will not be held liable for any loss or damage arising out of such use, unless the loss or damage is the fault of African Bank's gross negligence or intentional misconduct.
2. PERSONAL INFORMATION - Each Sender and Recipient acknowledges that in order to be able to deliver the Service and to ensure the continuation of the services we may need to collect, process, share and store ("processing") his/her Personal Information and the information about the instructions provided. Each Sender further agrees and authorises that processing may include, inter alia, sharing his/her Personal Information and the information with authorities and with third parties who assist us to render the Service as well as with other financial institutions in the event of a transfer of the Service and each Sender and Recipient therefore agrees to us disclosing such information to such persons and entities.
3. When the Sender elects to complete the sending of cash/concludes the transaction, it will constitute conclusive proof of his/her instructions to us and his/her intention to be bound to these terms and conditions.
4. When a Recipient enters and or provides the PIN/Secret code number at a participating retailers store, and or signs the Till Slip, it will constitute conclusive proof of his/her intention to be bound to these terms and conditions insofar as they may relate to Recipients.
5. SENDING CASH using Money Send: You, the Sender, appoint us to pay the CASH to any person (including you, the Sender) who presents to us the Voucher number, the PIN/Secret code and an appropriate. When a person presents the Voucher number and the PIN/Secret code, we will assume that it is someone you, the Sender, have authorised to receive the Cash and, subject to these terms and conditions, we will pay the Cash to such person, unless the Cash has been paid out already.
6. In order for us to process the instruction in terms of the Money Send Service and to pay out the Cash we will require certain information from each Sender and each Recipient. Each Sender and each Recipient confirms and warrants that the information s/he provides to us in this regard is true and correct in all respects.
7. It is the responsibility of the Money Send users to ensure that they have the correct cellphone number prior to using Money Send.
8. The Money Send user will not hold African Bank responsible for any loss or damage suffered due to funds being sent to the incorrect cellphone number.
9. The Myworld/Credit Card account holder will be liable for any unauthorised transaction that has been processed using the Money Send service by any person other than the Money Send recipient using the Money Send Voucher number and PIN/Secret code, unless it can be proved that such person got the details as a result of African Bank's gross negligence or an act of fraud on African Bank.
10. The user indemnifies African Bank against any claims by third parties or loss suffered by any Money Send User arising from the use of the Money Send service.
11. The user acknowledges that during periods of load shedding or power failures African Bank cannot guarantee that the Money Send service will operate and African Bank does not accept any liability for any losses or damages to anyone if this happens.



12. The user acknowledges that the Money Send service may be unavailable from time to time because of third party providers or because the system is down or due to maintenance of the system. African bank does not accept any liability for any losses or damages to anyone if this happens; this includes any indirect loss to the user.
13. If your SIM card is illegally swapped and fraudulently used, African Bank will not be liable for any loss or damage that you might suffer in such circumstances.
14. If you initiate a SIM swap or if you change your cellphone number in any manner, you are required to make sure that you inform any sender of your new cellphone number – African Bank does not accept any liability for any losses or damages should you change your cellphone number and not inform any sender of this change.
15. African Bank will not be responsible for any losses suffered by you in the event that you lose or accidentally disclose any Money Send information to third parties, including but not limited to the PIN/Secret code and Voucher number.
16. If a Sender decides that s/he wants to prevent the payout of the Cash to anyone other than him/herself, s/he may cancel the instruction using African Bank's app/web services.
17. African Bank will not be responsible to you in the event that the Money Send funds are accessed by someone other than the intended recipient, provided that established African Bank processes and procedures have been followed, for example if that cellphone number was churned and reallocated.
18. TRANSFER LIMITS, FEES AND INTEREST : Certain daily and monthly limits will apply to the use of the Service, as indicated on our website or in branch from time to time. A Sender will be obliged to pay the applicable fees associated with an instruction to send Cash through our Money Send Service upon initiating such instruction. The applicable limits and or fees will be as communicated to the Sender on our website: www.africanbank.co.za. The Sender agrees that we may, from time to time, amend these transfer limits and or fees and/or introduce new limits and or new fees for Digital Banking limits and or fees. We will communicate such changes to you via our pricing brochure available at any online at www.africanbank.co.za. All such fees are non-refundable. Senders and Recipients must understand that the Service is not a bank account and that neither Senders nor Recipients are entitled to receive any interest on the Cash for the period that the payment of the Cash to a Recipient remains pending, irrespective of the duration thereof.
19. African Bank cannot guarantee that you will receive the notification message as this message is provided by cellphone service provider. African Bank will not be responsible for any losses suffered by you or any party (directly and indirectly) if there is an operation failure or malfunction on the part of the cellphone provider.
20. African Bank will not get involved in any dispute between the recipient and the sender regarding any payments made using the Money Send service.
21. Recipients may not insist on part payment of the Cash at any time, and we will not be obliged to pay out the Cash to any Recipient who fails and or refuses to provide us with the PIN/Secret code, the voucher number, and or who refuses to sign the Receipt Voucher or to be bound by these terms and conditions. Each Recipient, by presenting a PIN/Secret code and voucher number, warrants that s/he is entitled to use the PIN/Secret code and to receive the Cash involved.
22. Each Sender acknowledges that we may in our discretion suspend the payment of the Cash involved in any particular transfer at any time, in particular if we become aware of any



suspicious circumstances surrounding a transfer. If a Sender or intended Recipient becomes aware of such suspension, s/he may contact us at our Contact Centre at 0861 111 011 for clarification.

23. If a Sender loses or forgets his/her PIN/Secret code s/he may request a new PIN/Secret code by resetting the PIN/Secret code on the Service, using the resend voucher function.
24. By using the Money Send service no legal relationship is created between the recipient and African Bank.
25. Should African Bank be prevented from fulfilling any of its obligations due to an event or circumstance, whether natural or man-made beyond the reasonable control of African Bank, these obligations will be suspended to the extent that and for as long as African Bank is prevented from fulfilling them. An event shall be considered as beyond the reasonable control of African Bank, when African Bank could not reasonably foresee, prevent, overcome or provide measures against the event.
26. We may change these terms and conditions at any time without notification. Changes to these terms and conditions will be effective as against Senders in respect of all use of the Service initiated after such changes have been incorporated into these terms, and as against Recipients in respect of all Cash paid out by us after such changes have been incorporated into these terms. You must read these terms and conditions together with the MyWorld/ Credit Card Terms and Conditions as well as African Bank's Website terms and the service channel terms of use.