

**Mercantile Bank Terms and Conditions
for the use of your Debit Card:
Important Terms and Conditions to take note of.**

The Medicash Card ("the card") is issued by Mercantile Bank Limited (1965/006706/06) ("us/we") to the persons whose names appear thereon ("you"), subject to the following terms and conditions:

1. Issue of the card

- 1.1. All these terms and conditions ("this agreement") shall apply without reservation when we dispatch the card to you.
- 1.2. You must sign the card on its reverse side with a ballpoint pen immediately upon receiving it. The card is valid from the date of issue until your right to use the card is terminated in terms of clause 7.
- 1.3. The card is owned by us and will remain our property at all times

2. Use of the card

- 2.1. You are the only person who may use the card. You may not allow any other person to use the card. Use of your card by a third party is a criminal offence and will be prosecuted accordingly.
- 2.2. You may only use the card to pay for services of medical/health service suppliers (Doctors, Pharmacies, Optometrist, etc).
- 2.3. You may not make purchases, withdraw amounts and otherwise use the card for transactions that will exceed the credit balance on your account, or for anything other than medical/health services.
- 2.4. You will be liable to us for payments made by us in respect of the use of your card.
- 2.5. Use of the card is at your own risk and we are not responsible for any loss or theft resulting from the use of the card.
- 2.6. This Card will only be valid in the boundaries of South Africa.
- 2.7. Failing to use your card for Medical/Health Services only will result in us reversing the transaction back to the Merchant.

3. Authority to debit your account

- 3.1. You hereby authorise us to debit your account with:
 - 3.1.1. any and all payments to medical/health service providers made by you using your card or where we act on any instruction from you:
 - 3.1.2. our standard service fees (where applicable) as notified to you from time to time, including (without limitation) card replacement fee:
 - 3.1.3. any and all applicable government levies in respect of the use of the card.

4. Statements

- 4.1. On request, we shall give you statements showing the transactions entered into by use of your card, as well as other applicable transactions in respect of your account.
- 4.2. If you believe that your statement contains an error(s) you must notify us of the error in writing within 30 (thirty) days of the receipt of the statement, failing which you will have no claim whatsoever in respect of or arising from such error(s).

5. Interest

- 5.1. We may pay you interest, at a rate which will be solely determined by us from time to time, in respect of any daily credit balances in your account. Such interest will be credited to your account on a monthly basis.
- 5.2. Should your account, for any reason, have a debit balance, you will pay us interest at the maximum rate prescribed by the Usury Act or at a rate determined by us from time to time, in respect of any debit balances on your account. Such interest will accrue on a daily basis from the date of the debit balance upon and including the date on which full repayment is credited to our account, and will be compounded monthly in arrears.

6. Authorised use

- 6.1. You are responsible for the safekeeping of your card.
- 6.2. If your card is lost or stolen, you must immediately notify our nearest branch or contact our call center on 0860 103 045. If such notification is effected verbally, you must confirm in writing within 24 (twenty four) hours of verbal notification. Delay in notifying us of the loss or theft will be deemed to be negligence on your part.
- 6.3. If your card is lost or stolen and your card is used, you will be responsible for all amounts debited to your account through the use of the card.

7. Termination of card facility

- 7.1. You may terminate your right to use the card on written notice to us. The said notice must be accompanied by the card, which must be cut into pieces so as to prevent further use.
- 7.2. We may at any time in our sole and absolute discretion close your account and/or terminate your rights to use the card. If we close your account and/or terminate your right to use the card, you must immediately return your card to us as set out in clause 7.1.
- 7.3. In the event that we close your account and/or terminate your right to use the card we shall be entitled to inform any merchant, credit reference agency or other person thereof.

8. Liability

We shall not be liable for 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 in good faith, or as a result of any terminal failure or malfunction beyond our reasonable control as a result of the failure or malfunction of any other device used to make or process transactions with the card.

9. Addresses and notices

We shall send notices to the postal address or, where applicable, to the physical address specified on your account application form.

10. General

- 10.1. We shall not be liable to you if any medical/health service supplier does not accept the card or we refuse to authorise any transaction on the card.
- 10.2. You must resolve any dispute you have with any medical/health service suppliers directly with the medical/health service supplier. Such dispute will not affect our rights to receive payment from you.
- 10.3. If there is a difference between our records and your record, our records will be binding.
- 10.4. Where a cheque or other negotiable instrument is deposited into and credited to your account, it will be available as cash only after it has been honoured and we shall be entitled to debit your account with the amount of that cheque or negotiable instrument if it is dishonoured.
- 10.5. We may amend this agreement at any time. Publication of such amendments by such means as we may select will constitute valid notice of the amendment to you. Any such amendment(s) will not constitute a novation of this agreement. You may not amend or vary these terms and conditions at all.
- 10.6. You agree that we may proceed against you in a magistrate's court having territorial jurisdiction even if the amount of your claim exceeds the value jurisdiction of the court.
- 10.7. In the event that we take legal action against you to recover any amount due to us in terms of this agreement, you will be liable for our costs (including all legal fees and collection commission) on the scale as between attorney and own client.
- 10.8. We may allocate any credit balance in any account you have with us to settle or set off any outstanding amount that you may owe us in terms of this agreement. We may realise any security which we held for your indebtedness to us and apply the proceeds thereof to pay any indebtedness in terms of this agreement.
- 10.9. You agree that you will notify us immediately in the event that you are sequestrated under an administration order or any form of curatorship, or commit any act of insolvency as set out in the Insolvency Act, 1936 (Act No 24 of 1936), as amended.
- 10.10. A certificate signed by any one of our managers or branch administrators (whose appointment need not be proven) as to the amount of your indebtedness to us (including interest) and that such amount is due and payable shall constitute sufficient proof thereof, unless the contrary is proven in court.
- 10.11. Any indulgence, extensions of time or concession that we may grant you shall not be regarded as a waiver of our rights.
- 10.12. Every provision of this agreement is deemed to be separate and severable, the one from the others. Should any provision be found to be unenforceable for any reason, the remaining provision shall nevertheless continue to be of full force and effect.
- 10.13. The agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.
- 10.14. You consent to us making enquiries concerning your credit history with any credit reference agency and to provide such agencies with both positive and negative information regarding conduct of your account(s).