

# SWAZILAND BUILDING SOCIETY ATM CARD TERMS AND CONDITIONS

## Definitions

### Section A

#### In these terms and conditions:

- a.1 "the Account" means any account held by the Society in the Cardholder and/or on which the Cardholder is authorized to operate through the use of the card.
- a.2 "the Society" means Swaziland Building Society
- a.3 "the Card" means any ATM card issued by the Society in the name of the Cardholder, including any such card issued in replacement thereof or in substitution thereof or in addition thereto.
- a.4 "the Cardholder" means a person in whose name the card has been issued.
- a.5 "the card facilities" (means those services made available, electronically or otherwise, by the Society from time to time through the use of card)
- a.6 "the Pin" means any Personal Identification Number which in conjunction with the Card and/or Card Number enables any of the Card Facilities to be utilized.
- a.7 "use of the Card" means the use of the card and/or Card Number in conjunction with the PIN.
- a.8 unless the context clearly indicates a contrary intention
- a.8.1 words importing one gender include the others
- a.8.2 the singular includes the plural and vice versa

### Section B

#### Acceptance

Acceptance by the Cardholder of these terms and conditions shall take place on signing this document by the Cardholder. Then he/she shall be deemed to have accepted these on the first use of the card.

### Section C

#### Joint and Several Liability

Where the Cardholder is a person other than the owner of the Account, the Cardholder shall be liable for the payment of all indebtedness arising from the use of the Card: and no partial or full release by the Society of either of them shall reduce the liability of the other of them to the Society. Any reference herein to the liability of the Cardholder shall be deemed to be reference, also, to the holder of the Account.

### Section D

Deemed use of the Card by Cardholder - where the cardholder is a person other than the owner of the account.

The Cardholder is obliged to return the card for cancellation if he no longer wishes to use the Card Facilities or if the account is closed and to notify the Society (and if such notification is oral, immediately thereafter to confirm the notification in writing), if he knows or reasonably suspects that the Card has been stolen, lost or misappropriated, or that the PIN has become known to other persons and until he returns the Card to make such notification, all request made, instruction given and transactions initiated through the use of the card shall be deemed to have been made, given or initiated (as the case may be by the Cardholder, and the Society is irrevocably authorized to act on and give effect to all such request, instructions and transactions and to debit the Account with the amount of all payments and disbursements initiated through and all charges, duties and levies imposed in respect of the use of the card and to recover all such amounts, charges, charges duties and levies from the Cardholder.

### Section E

#### Countermands

The Cardholder shall not be entitled to countermand any request made, instruction given or transaction initiated through the use of the card.

### Section F

#### Account to be funded

The Society shall not be obliged to act on or give effect to any payment or disbursement initiated through the use of the card unless there are sufficient funds in the Account at the time when the payment or disbursement is to be made.

### Section G

#### Appropriation

If the Account shall ever be in debit beyond the amount specifically authorized by the Society, the Society shall be entitled, in its sole discretion and without notice to reduce or settle the Account by appropriating to it any moneys standing to the credit of any other account of the Cardholder or otherwise held at any time by the Society for or on behalf of the Cardholder whether the amounts which are set off against each other are due and payable or not and/or to realize any security lodge with the Society by or on behalf of the Cardholder and to use the proceeds thereof towards the reduction or settlement of such indebtedness.

### Section H

#### Losses

The Society, its officers and servants, shall not be responsible or accountable to the cardholder for any loss or damage, actual or contingent, arising from or about of the use of the Card and/or the Card Facilities (if being recorded that any electronically initiated third party payments are not necessarily effected on the same day), malfunction, failure or unavailability of the Card Facilities, the loss or destruction of any data, the failure, interruption or distortion of communication limits any delay in action on any request made, instruction given or in effecting any transaction initiated through the use of the Card or any failure to do so (whether or not such delay or failure is notified to the Cardholder), the reliance by any person on any incorrect, incomplete or inaccurate information or data obtained through the Card, any industrial action, Act of God or other cause or circumstances not reasonably within the Society's control provided that the provisions of this paragraph shall apply in respect of any loss or damage proved to have been caused by the fraudulent act of any officer or servant to the Society

### Section I

#### Termination and Restriction of Card use

The Society may at any time, without prior notice and without giving any reason therefore, terminate or restrict the Cardholder's use of the Card and/or the card Facilities

### Section J

#### Card Ownership

Ownership of the card shall at all times vest in the Society and the Cardholder return it to the forthwith demand

### Section K

#### New Cards

The Society may from time to time, in its sole discretion, issue a new card and/or PIN in replacement of or substitution for or in addition to the Card and/or the Card Number and/or the PIN

### Section L

#### Charges

Charges imposed by the Society from time to time shall be payable by the Cardholder to the Society for the provision of the Card Facilities, whether or not the Card Facilities are used during the period concerned

### Section M

#### Legal and other Fees

The Cardholder shall be liable for payment of all expenses incurred by the Society by exercising any right against the Cardholder in respect of any breach of his obligation hereunder, including all legal charges on the legal practitioner and client scale, legal practitioner's collection charges and tracing charges.

### Section N

#### No Waiver

No realization delay of indulgence of the part of the Society in exercising any of its rights under these terms and conditions shall operate as a waiver of such rights.

### Section O

#### Alteration and Conditions

The Society may amend these terms and conditions at any time by notice in writing to the Cardholder, and Cardholder shall be bound thereby unless the Card is returned to the Society within 7 days of receipt of such notice. No oral agreement between the Society and the Cardholder to alter these terms and conditions shall be of any force or effect.



"Creating Wealth For You"

# ATM CARD APPLICATION FORM

## SECTION 1

BRANCH NAME		
NAME AND SURNAME		
IDENTITY NUMBER		
POSTAL ADDRESS - CURRENT		
POSTAL ADDRESS - PERMANENT		
PHYSICAL ADDRESS - CURRENT		
PHYSICAL ADDRESS - PERMANENT		
CONTACT DETAILS	Tel Home:	Tel Work:
	Cell:	Ext No.:
	Email:	

### ACCOUNTS TO BE LINKED

TYPE OF ACCOUNT	ACCOUNT NUMBER	PRIMARY / SECONDARY
1.		
2.		
3.		
4.		

I agree to abide by terms and conditions as stated on the reverse of this form

CUSTOMER SIGNATURE	
DATE	

### FOR OFFICIAL USE ONLY APPLICATION AUTHORISATION

Received, verified by: ..... Date: .....

Captured by: ..... Date: .....

Authorised by: ..... Date: .....

### CARD ISSUANCE

Card Issued by: ..... Date: .....

## SECTION 2

I ACKNOWLEDGE RECEIPT OF MY ATM CARD AND PIN AND UNDERSTAND THE TERMS AND CONDITIONS UNDERLEAF

Identity Number: ..... Type of Identity: .....

Customer's Signature: ..... Date: ..... / ..... / .....