Account and Card Terms and Conditions

Introduction

SAVA Technologies (Pty) Ltd, registration number 2022/301994/07, trading as SAVA ("**SAVA**"), is an authorised Financial Services Provider (FSP No. 53169) and a licensed accountable institution under the Financial Intelligence Centre Act 38 of 2001 ("**FICA**"). SAVA is not a bank.

SAVA provides a platform that enables you to access a transactional account held with Access Bank and a linked debit card issued by Access Bank, both made available through a Channel Partner's platform or application. The Account is opened and held with Access Bank. Funds deposited into the Account are held by Access Bank. SAVA is not a bank and does not hold customer deposits.

By activating or using the Account or Card, you confirm that you have read, understood, and agree to be bound by these Terms. These Terms govern your use of the Account and Card only and must be read together with the terms and conditions of your Channel Partner, which govern the separate product, service, or facility offered to you by the Channel Partner. These Terms must also be read together with Access Bank's terms and conditions governing the Account, available at southafrica.accessbankplc.com/terms-and-conditions.In the event of any inconsistency between these Terms and Access Bank's terms and conditions in respect of the Account, Access Bank's terms and conditions will prevail.

1. Definition

Term	Meaning
Access Bank	Access Bank South Africa Limited, registration number 1947/025414/06, an authorised Financial Services Provider (FSP No. 5865) and registered bank licensed under the Banks Act 94 of 1990.
Account	The transactional bank account opened and held with Access Bank in your name and made available to you by SAVA.
Account Fee	Any fee that may be payable in connection with the holding or operation of the Account, as set out in the Fee Schedule or otherwise communicated to you. Account Fees may be zero, waived, subsidised, or paid by a Channel Partner depending on the programme under which your Account is opened.
Card	The SAVA-branded Mastercard debit card, whether physical or virtual, issued by Access Bank and linked to your Account, including any replacement card.

Card Fee	Any fee that may be payable in connection with the use or holding of the Card, as set out in the Fee Schedule or otherwise communicated to you. Card Fees may be zero, waived, subsidised, or paid by a Channel Partner depending on the programme under which your Card is issued.
Card Transaction	Any transaction effected by means of the Card, including POS purchases, online purchases, ATM withdrawals, and balance enquiries.
Channel Partner	The entity through whose platform or application your Account was opened and Card was issued and through which you access Account and Card-related services.
CVV	The security code associated with the Card used to authenticate card-not-present transactions.
Fee Schedule	The schedule of fees applicable to your Account and Card, as published by SAVA at sava.africa/pricing and updated from time to time.
FICA	The Financial Intelligence Centre Act 38 of 2001, as amended.
KYC	Know Your Customer - the identity verification process conducted by SAVA in accordance with applicable law.
KYC Information	The personal information and documentation you provide to enable identity verification and ongoing due diligence.
Merchant	Any person or entity authorised to accept Card payments for goods or services.
OTP	A one-time password issued for a specific transaction or authentication event.
Payment Scheme	The card payment network under which the Card is issued.
PIN	Your Personal Identification Number - a confidential code used to authenticate Card Transactions and Account access where applicable.
POS	Point of Sale - the physical or virtual location at which a Merchant initiates a payment instruction.
POPIA	The Protection of Personal Information Act 4 of 2013.

SAVA	SAVA Technologies (Pty) Ltd, registration number 2022/301994/07, FSP No. 53169.
You / Customer	The individual in whose name the Account is held and to whom the Card is issued, and who is liable for all Account activity and Card Transactions.

2. The Account and Linked Card

2.1 The Account is a transactional bank account opened and held with Access Bank and made available to you by SAVA in partnership with Access Bank. Access Bank holds the Account and all funds deposited into it at all times. SAVA does not hold customer deposits.

2.2 The Card is a Mastercard debit card linked to your Account. Card Transactions are debited directly against the Account. The Card is issued by Access Bank and owned by Access Bank at all times. The Card is subject to immediate return upon demand.

2.3 The Account and Card are made available to you through the Channel Partner's platform. Your primary point of contact for Account and Card-related matters is through the Channel Partner's platform.

2.4 The Account and Card are personal to you and may not be transferred to or used by any other person.

2.5 The Account remains open until closed by you or Access Bank in accordance with Access Bank's terms and conditions or these Terms. The Card is valid from the date of issue until the expiry date shown on the Card or notified to you, unless cancelled, suspended, or terminated earlier.

2.6 The Account and Card may only be used for transactions consistent with the permitted parameters of the programme under which they are issued. SAVA and Access Bank may decline transactions that fall outside those parameters.

3. Eligibility and KYC

3.1 To be eligible for an Account and Card you must:

- be at least 18 years of age;
- be a South African citizen or lawfully resident in South Africa with the right to access financial services; and
- successfully complete SAVA's KYC verification process.

3.2 Account opening and Card issuance are conditional upon successful completion of SAVA's KYC process. SAVA reserves the right to decline any application without providing reasons.

3.3 Please ensure that all KYC Information you provide is accurate and up to date. Let us know promptly if anything changes, including your identity details, contact information, or address.

3.4 SAVA may request additional KYC Information at any time throughout the relationship. Failure to provide it within a reasonable period may result in suspension or closure of your Account and cancellation of your Card.

4. Using the Account

4.1 The Account is a transactional account intended for everyday use. You may use it to receive funds, make payments and manage your money in South African Rand.

4.2 You may fund the Account by electronic funds transfer (EFT) from a verified South African bank account, or by such other methods as SAVA or Access Bank makes available and communicates to you from time to time. All funds must be denominated in South African Rand (ZAR).

4.3 You may use the Account to send payments to other South African bank accounts by EFT, subject to the limits and conditions communicated to you by SAVA or Access Bank from time to time.

4.4 Only you may operate the Account. Please do not allow anyone else to access or operate the Account on your behalf unless expressly authorised in accordance with these Terms or Access Bank's terms and conditions.

4.5 The Account may only be used for lawful purposes. We are unable to process the following, and they will be declined:

- transactions linked to foreign lotteries; and
- any transaction for an unlawful purpose.

4.6 You are responsible for ensuring that all payment instructions are accurate, including beneficiary details, account numbers, payment amounts, and references. SAVA and Access Bank are not liable for losses arising from incorrect, duplicate, or fraudulent payment instructions submitted through the Channel Partner's platform, unless caused directly by SAVA's fraud or gross negligence. A payment instruction may not be capable of cancellation once submitted.

4.7 SAVA and Access Bank may, without prior notice, refuse to process, delay, or reverse any Account instruction where they reasonably suspect fraud, money laundering, terrorist financing, a sanctions breach, or any unlawful activity, or where required to do so by law, regulation, or any competent authority. SAVA shall not be liable for any loss arising from such action where it has acted in good faith.

4.8 Any funds deposited into the Account in error do not accrue to you. Access Bank is authorised to reverse or recover such amounts without prior notice.

4.9 SAVA may place a hold on Account funds where you have not complied with these Terms or any applicable legal requirement. During a hold period you will not be able to withdraw or transfer the affected funds.

4.10 No interest is payable on funds held in the Account unless expressly provided for in your programme terms.

5. Using the Card

5.1 The Card is linked to your Account and may be used to access your Account funds for everyday purchases and cash withdrawals.

5.2 You may only use the Card for lawful transactions in South African Rand within South Africa, unless SAVA has expressly enabled cross-border functionality for your programme.

5.3 Only you may use the Card. Please do not share it or allow anyone else to use it or your Card details.

5.4 The Card may be issued as a physical card or a virtual card depending on your programme. A virtual card comprises a card number, expiry date, and CVV for use in online or card-not-present transactions. Where a physical card is issued, please sign it in ink on the reverse side immediately upon receipt. Do not accept a physical card if the packaging appears to have been tampered with.

5.5 **When you use the Card to make a payment, that transaction is generally final. SAVA will not reverse a payment except as permitted under the applicable Payment Scheme's rules or as required by law.**

5.6 Please ensure that sufficient funds are available in your Account to cover Card Transactions. The Card will be declined if your Account balance is insufficient.

5.7 SAVA is not liable for any loss arising from a Merchant's refusal to accept the Card. No dispute with a Merchant entitles you to stop or reverse a payment already made.

6. Security

6.1 Your Account credentials, Card details, PIN, CVV, and OTPs are strictly confidential. Please do not share them with anyone, including SAVA staff.

6.2 Where a PIN is issued with your Card, please change it to a PIN of your own choosing immediately upon receipt and keep it confidential.

6.3 Please take all reasonable steps to prevent unauthorised access to your Account and Card, including:

- never recording your PIN on or near the Card;
- shielding the keypad when entering your PIN;
- keeping your physical card within sight when transacting at a Merchant;
- not handing your Card to any third party to swipe, insert, or tap on your behalf;
- protecting any device used to access the Account or a virtual card with a password, PIN, or biometrics; and
- changing your credentials immediately if you suspect they have been compromised.

6.4 SAVA may require strong customer authentication for certain Account instructions and Card Transactions, including OTPs or biometrics. There is no reason for any person, including SAVA staff, to request your OTP.

6.5 If you enter an incorrect PIN beyond the permitted number of attempts, your Card will be blocked automatically. Contact us via the Channel Partner's platform or on cardsupport@sava.africa to unblock it.

6.6 Where your Card has contactless functionality, transaction limits will apply based on your profile. You may request to disable contactless functionality through the Channel Partner's platform.

7. Unauthorised Transactions and Compromised Access

7.1 You are responsible for all Account activity and Card Transactions until you notify us of suspected unauthorised access. Please notify us immediately if you suspect unauthorised access to your Account, or if your Card is lost, stolen, or compromised.

7.2 Please act immediately where:

- you suspect unauthorised access to your Account;
- the Card is lost or stolen;
- your PIN, CVV, OTP, or Account credentials have been or may have been obtained by a third party;
- an ATM retains your Card;
- suspicious or unauthorised transactions appear on your Account or Card; or
- your registered mobile number has been subject to an unauthorised SIM swap.

7.3 To secure your Account or stop your Card, contact us via the Channel Partner's platform or on cardsupport@sava.africa(available 24 hours).

7.4 Please report the loss or theft of a physical card to the South African Police Service and provide us with a case reference on request.

7.5 You remain liable for all Account activity and Card Transactions processed before your Account is secured or your Card is stopped, including transactions authorised before stopping but processed afterwards.

7.6 You are not liable for losses caused directly by fraud or gross negligence on SAVA's part.

8. Disputes

8.1 If you wish to dispute an Account transaction or a Card transaction, please raise it with us via the Channel Partner's platform. If your dispute relates to a Card transaction with a Merchant, please first attempt to resolve it directly with the Merchant.

8.2 Please notify us of any disputed transaction within 30 days of the transaction date, or as soon as reasonably possible after becoming aware of the transaction by emailing disputes@sava.africa. Failure to do so may limit the remedies available to you under the applicable Payment Scheme rules or Access Bank's terms and conditions and may result in the transaction being treated as correct, unless you are able to prove otherwise.

8.3 SAVA will submit qualifying dispute requests on your behalf in accordance with the Payment Scheme's rules or Access Bank's processes, as applicable. The outcome is subject to those rules and is binding.

8.4 A dispute with a Merchant does not entitle you to withhold payment for transactions already processed or to instruct SAVA to reverse any payment already made.

8.5 Where a credit applied to your Account following a dispute is subsequently reversed, that amount will be re-debited from your Account.

9. Statements and Records

9.1 Account statements are made available to you through the Channel Partner's platform or by such other means as SAVA or Access Bank may communicate to you from time to time. Please review your statements regularly and notify us promptly of any errors or discrepancies.

9.2 Transaction records generated by SAVA's or Access Bank's systems constitute prima facie proof of Account activity and Card Transactions and amounts debited, unless you are able to prove otherwise.

9.3 For the purposes of any legal proceedings, a certificate signed by a manager of SAVA recording an amount owed by you shall be admissible as prima facie proof of your indebtedness, unless you are able to show that it is incorrect.

10. Fees

10.1 Account Fees, if applicable, are set by Access Bank and communicated to you in accordance with Access Bank's terms and conditions.

10.2 Card and Account Fees, if applicable, are set by the Channel Partner and communicated to you through the Channel Partner's platform. 10.3 Where Card Fees are payable by you, you authorise SAVA to debit those fees in accordance with the Fee Schedule. Card Fees may be waived, subsidised, or paid by a Channel Partner depending on the applicable programme. Where Card Fees are payable by you, they remain payable even if your Card is blocked, suspended, or expired.

10.3 All applicable taxes and statutory levies associated with Account activity and Card Transactions are for your account.

11. AML, Sanctions, and Compliance

11.1 SAVA is required under FICA to verify your identity and conduct ongoing monitoring throughout the relationship. Please ensure your KYC obligations remain current, as failure to do so may result in suspension or closure of your Account and cancellation of your Card.

11.2 Please let us know immediately in writing if you become subject to any sanctions investigation or proceeding in connection with money laundering, terrorist financing, or corruption.

11.3 The Account and Card may only be used for lawful purposes. We are required by law to monitor for and report certain activities, including money laundering, terrorist financing, tax evasion, and sanctions violations.

11.4 Compliance obligations may result in transactions being delayed, refused, or reversed, and funds being frozen or reported to relevant authorities. SAVA shall not be liable for any loss arising from such action where it has acted in good faith.

11.5 You consent to SAVA sharing information about you and your Account activity and Card Transactions with the Financial Intelligence Centre, SABRIC, SAFPS, law enforcement, regulatory authorities, and any other entity as required by law.

12. Personal Information and Data Sharing

12.1 SAVA processes your personal information in accordance with POPIA and its Privacy Notice available at sava.africa, which forms part of these Terms.

12.2 By accepting these Terms you consent to SAVA collecting, processing, and storing your personal information for the purposes of opening and administering the Account, issuing and managing the Card, conducting KYC and fraud screening, and complying with legal and regulatory obligations.

12.3 Your personal information may be shared with Access Bank, the Payment Scheme, third-party service providers, and regulatory authorities to the extent necessary for proper Account and Card administration and legal compliance.

12.4 **You expressly consent to SAVA sharing the following information with your Channel Partner:**

- your personal information, including your name, identity number, contact details, and address;
- your Account details, including account number and status;
- your card details, including card number, status, and expiry date;
- your transaction activity, including transaction amounts, dates, Merchant details, and categories, whether arising from Account activity or Card Transactions; and
- any other information reasonably required by the Channel Partner, to the extent lawful and necessary, to provide services to you through its platform.

This sharing enables the Channel Partner to make the Account and Card available to you and to provide associated services through its platform. The Channel Partner will process your information in accordance with its own privacy policy, which you should review separately.

12.5 You have the right to access, correct, and object to the processing of your personal information under POPIA. Requests may be directed to SAVA's Information Officer at hello@sava.africa.

13. Amendments

13.1 SAVA may amend these Terms on 30 days' written notice by email, SMS, or notification through the Channel Partner's platform. Amendments to the terms and conditions governing the Account will be communicated by Access Bank in accordance with Access Bank's terms and conditions.

13.2 Continued use of the Account or Card after the effective date of any amendment constitutes acceptance. If you do not accept an amendment you must stop using the Account and Card before the effective date.

14. Cancellation and Termination

14.1 SAVA may immediately suspend or cancel your Account access and Card where:

- you materially breach these Terms;
- applicable law or regulation requires it;
- SAVA or Access Bank suspects fraud, money laundering, or any prohibited activity;
- your KYC obligations are not current; or
- SAVA is required to do so by Access Bank, a regulatory authority, or the Payment Scheme.

14.2 The Account may be closed by Access Bank in accordance with Access Bank's terms and conditions. Where the Account is closed, your Card will also be cancelled.

14.3 You may request closure of your Account and cancellation of your Card at any time by contacting us via the Channel Partner's platform. Account closure will be processed by Access Bank in accordance with its terms and conditions. Any remaining funds in the Account will be returned to you in accordance with applicable law.

14.4 Provisions relating to liability, disputes, records, data sharing, AML compliance, governing law, and jurisdiction survive termination.

15. Liability

15.1 **SAVA is not liable for losses arising from:**

- your failure to safeguard your Account credentials, Card, PIN, CVV, or authentication credentials;
- a Merchant's refusal to accept the Card;
- system failures, network interruptions, or ATM malfunctions outside SAVA's direct control;
- any act or omission of Access Bank in respect of the Account or Card;
- events beyond SAVA's reasonable control; or
- incorrect information or instructions provided by you.

15.2 Where SAVA is found directly liable, its liability is limited to direct damages only and to the value of the directly affected transaction. **SAVA excludes all liability for indirect, consequential, special, or punitive damages howsoever arising.**

16. General

16.1 **Whole Agreement.** These Terms, together with the Fee Schedule and Privacy Notice, govern your use of the Account and Card as provided by SAVA. They do not govern the separate product, service, or facility offered to you by the Channel Partner, which is governed by the Channel Partner's own terms and conditions. The Account is further governed by Access Bank's terms and conditions, which you should read carefully.

16.2 **Severability.** If any provision is found invalid or unenforceable it is severed without affecting the remaining provisions.

16.3 **No Waiver.** No failure by SAVA to enforce any right constitutes a waiver of that right.

16.4 **Cession.** You may not cede or transfer any rights or obligations under these Terms without SAVA's prior written consent. SAVA may cede its rights and obligations, including to a successor issuing bank, provided this does not reduce your rights under applicable law.

16.5 **Compliance with Law.** You must comply with all applicable laws in connection with your use of the Account and Card.

17. Governing Law and Jurisdiction

17.1 These Terms are governed by the laws of the Republic of South Africa.

17.2 You consent to the non-exclusive jurisdiction of the South African courts. SAVA may institute proceedings in the Magistrate's Court notwithstanding that the amount in dispute may exceed its normal jurisdictional limit, or in any division of the High Court.

17.3 You will be liable for SAVA's legal costs in enforcing these Terms, including costs on the attorney-and-own-client scale, collection charges, and tracing fees.

18. Domicilium

18.1 You choose as your domicilium the address provided to SAVA during onboarding. Please let us know promptly if this changes.

18.2 SAVA's domicilium is its registered address as published at sava.africa.

19. Complaints and Contact Details

19.1 If you have a complaint relating to your Account or Card, please first submit it to SAVA through the Channel Partner's platform or using the contact details below. SAVA will investigate and respond within a reasonable period. Complaints relating specifically to the Account may also be directed to Access Bank in accordance with Access Bank's complaints process.

19.2 If you are not satisfied with the outcome, you may refer the matter to the Ombudsman for Banking Services or the FAIS Ombud, where applicable.

Complaints	complaints@sava.africa
Transaction Disputes	disputes@sava.africa
Ombudsman for Banking Services	0860 800 900 / info@obssa.co.za
FAIS Ombud	012 470 9080 / www.faisombud.co.za

20. Code of Banking Practice

20.1 Access Bank subscribes to the Code of Banking Practice ("**the Code**") as administered by the Banking Association of South Africa. The Code sets out minimum standards of good banking practice for dealings between banks and their personal and small business customers. A copy of the Code is available from Access Bank or from the Banking Association of South Africa at www.banking.org.za.

20.2 In terms of the Code, you have the right to be treated with respect and dignity, to receive clear and accurate information about the Account and Card, and to have your complaints dealt with fairly and promptly.

20.3 SAVA, as the programme manager and FSP facilitating access to the Account and Card, is committed to the principles of Treating Customers Fairly as required by the Financial Sector Conduct Authority. This means we are committed to ensuring that:

- you receive clear, timely, and accurate information about the Account and Card before, during, and after the point of sale;
- the Account and Card meet your needs and perform as you have been led to expect;
- you are not subjected to unreasonable barriers when you wish to access your Account, use your Card, or make a complaint; and
- you are treated fairly and with respect at all times.

20.4 If you believe SAVA or Access Bank has not met these standards, you are encouraged to raise a complaint in accordance with Clause 19.