Republik Card & Account – Terms and Conditions

1. INTRODUCTION AND SCOPE

1.1 Primary Agreement

These Terms and Conditions ("Terms") govern the use of the Eunifin (Pty) Ltd t/a Republik (”Republik”) card and linked account ("Account") provided to you by Access Bank South Africa Limited.

1.2 Parties and Roles

By accepting and using the Account and Card, you acknowledge and agree that you are a client of Republik, which is the provider of the loan funds credited to your Card. The Card is issued by Access Bank, the licensed financial institution responsible for its issuance (FSP No. 5865) and operates on the Mastercard network. SAVA Technologies (Pty) Ltd (FSP No. 53169) serves as the banking technology partner and distribution channel of Access Bank, providing the technology and infrastructure that enable the Card and related services.

Republik’s wallet services are provided by MiVoice Mobile Apps (Pty) Ltd, which is officially registered with PASA as a Third-Party Payment Provider (TPPP) under company registration number 2016/065497/07.

1.3 Service Administration

Republik provides financial services to underserved communities, with a focus on gig and independent workers. Your account is created and managed by Sava Technologies Proprietary Limited.

1.4 Purpose and Acceptance

The Account and Card are issued for POS payments, managing your digital wallet funds, peer-to-peer payments, accessing credit facilities, online and digital purchase via the app. By applying for, accepting, or using the Account or Card, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1.5 Priority of Terms

These Terms must be read together with Access Bank's terms and conditions for products of this nature that can be accessed at https://southafrica.accessbankplc.com/terms-and-conditions/. In the event of any inconsistency, Access Bank's terms and conditions will prevail, save that the specific provisions contained in these Terms prevail over any conflicting provisions in Access Bank's general terms and conditions.

2. DEFINITIONS

In these Terms, unless the context indicates otherwise:

- "Account" means the current account or credit account opened in your name and linked to the Card
- "Access Bank" means Access Bank South Africa Limited (Registration Number 1947/025414/06)
- "Card" means the Mastercard-branded card (whether physical or virtual, debit or credit) issued to you and linked to your Account
- "Credit Limit" means the maximum credit amount available on your Account (where applicable)
- "KYC" means Know Your Customer verification procedures and customer due diligence processes required under South African legislation and regulations
- “Gig Worker” means a person who engages in freelance work or temporary, short-term contracts with companies as either the main source of income or a secondary role
- "PIN" means the personal identification number associated with your Card
- "Sava" means Sava Technologies Proprietary Limited (Registration Number 2022/301994/07)
- "You" or "Your" means the account holder and any authorised Card user

3. ELIGIBILITY AND APPLICATION

3.1 Eligibility Requirements

To qualify for an Account and Card, you must satisfy all of the following criteria: you must be a gig worker, you must be 18 years of age or older, you must be a South African resident for tax purposes.

3.2 Account Opening Conditions

Account opening is conditional upon successful completion of KYC verification procedures to our satisfaction, confirmation of gig work status via the app, and compliance with all applicable South African banking and financial services legislation. We reserve the right to refuse any Account opening application without providing reasons for such refusal.

3.3 Use Requirements

This product may be used for both personal and business transactions.

4. ACCOUNT PURPOSE AND OPERATIONAL FRAMEWORK

4.1 Product Scope and Purpose

This product is a transactional account with optional credit facility e.g., "a current account," "a credit account," "a transactional account with optional credit facility", designed for personal and business use.Credit facilities are subject to approval and terms as specified herein.

4.2 Funding Sources

The Account may receive funds from the following sources: bank transfers from verified South African bank accounts, salary or gig work deposits, approved third-party payment providers. E.g., "bank transfers from verified South African bank accounts," "salary deposits," "approved third-party payment providers," etc. All funds will be denominated in South African Rand (ZAR).

4.3 Credit Facilities (Where Applicable)

Credit facilities are subject to credit assessment and approval. Interest will accrue on outstanding credit balances as per the published rates. Minimum monthly or weekly payments are required as specified in your credit agreement. Credit limits may be reviewed and adjusted from time to time.

4.4 Operational Features

Electronic Funds Transfer (EFT) facilities are available. Debit order facilities will be made available in due course for recurring payments. No cheque facilities are provided. E.g., "No cheque facilities are provided" OR "Cheque facilities are available".

4.5 Fund Management

We reserve the right to place a hold on your funds if you do not comply with these Terms or any legal requirements. During such hold periods, you will not be able to withdraw or transfer funds from your Account.

5. CARD FUNCTIONALITY AND TRANSACTIONS

5.1 Card Issuance

You will be issued with either a physical or virtual Mastercard (debit or credit as applicable), at our discretion based on your application and location.

5.2 Permitted Transactions

The Card may be used for point-of-sale (POS) purchases at participating merchant establishments, online purchases and e-commerce transactions, Electronic Funds Transfers (EFT) to other bank accounts, recurring debit order payments.

5.3 Prohibited Transaction Types

The following transaction types are specifically prohibited and will be declined: any transactions for unlawful purposes, and certain transactions may have transaction limits for product or operational reasons.

5.4 Transaction Processing Requirements

Card transactions will only be processed within your available account balance or approved credit limit. Limits will be clearly communicated and may change from time to time. Where applicable, minimum monthly payments must be made by the due date.

5.5 Transaction Control Rights

We reserve the right, in our sole discretion and without prior notice, to refuse to authorise, process or complete any transaction, or to reverse or recall any transaction previously authorised, where we reasonably suspect fraud, money laundering, terrorist financing, sanctions breaches, operational error, or any other unlawful or irregular activity. We may also exercise these rights if required by law, regulation, court order, or any competent authority. We shall not be liable to you or any third party for any loss arising from such refusal or reversal, provided we have acted in good faith and in accordance with applicable law.

6. SECURITY AND AUTHENTICATION

6.1 Your Security Obligations

You agree to take all reasonable steps to safeguard your Card and PIN, including immediately changing any PIN we issue upon receiving your Card, keeping your PIN secret and separate from the Card, ensuring only the named cardholder uses the Card, destroying expired Cards by cutting through the magnetic strip and chip, immediately notifying us of loss, theft, PIN compromise, or unauthorised transactions, and accepting liability for all transactions processed until we acknowledge receipt of your loss or theft report.

6.2 Strong Customer Authentication

We may require strong customer authentication for certain transactions, including one-time passwords (OTPs), biometrics, or device binding. You are responsible for securing any devices used for authentication.

7. MOBILE APPLICATION

7.1 Purpose and Features

The mobile application enables you to view balances and transaction history, download statements, manage Card settings, receive security prompts and authentication requests.

7.2 Security Requirements

You are responsible for securing devices used to access the application, keeping credentials confidential, and promptly installing updates we make available.

7.3 Availability and Changes

The mobile application may be unavailable from time to time due to maintenance or upgrades. We may update features or functionality at any time. Your network provider may levy data charges for application use.

8. COMPLIANCE AND VERIFICATION

8.1 Legal Framework

We are legally obligated under South African anti-money laundering and counter-terrorism financing legislation to verify your identity and other prescribed particulars.

8.2 Your Compliance Obligations

You acknowledge and agree that we may collect, verify, and process your personal information, conduct KYC screening, and ongoing monitoring remains mandatory throughout the relationship, and failure to provide required documentation will result in Account closure.

8.3 FICA Compliance

Under the Financial Intelligence Centre Act (FICA), we may not facilitate anonymous transactions. This means we cannot onboard you as a client unless we are able to verify your identity through submitting an acceptable identity document. Non-compliant accounts will be frozen until proper documentation is obtained.

8.4 Ongoing Verification and Information Updates

You agree that we may send and receive positive and negative information about you as we may require from time to time, to or from credit bureaux, government or similar agencies, as part of our checking processes. You must provide correct and up-to-date information and notify us immediately of any changes to your contact details, identification, or other relevant information.

9. DATA PROTECTION AND PRIVACY

9.1 POPIA Consent

In terms of the Protection of Personal Information Act 4 of 2013 ("POPIA"), you consent to us collecting, processing, and sharing your personal information as necessary for banking services provision and legal compliance.This is inline with our privacy policy

9.2 Third Party Data Sharing

You acknowledge and consent that your personal information may be shared with Republik (as the main party) for service provision and customer support. Republik will then further share with third parties like Sava Technologies for account and card services provision, credit bureaux and financial institutions for verification and credit assessment purposes, regulatory authorities and law enforcement as required by law, service providers assisting in banking service delivery, and international payment networks (such as Mastercard) for card processing services.

9.3 Purpose of Data Sharing

Such sharing is necessary for proper Account and Card administration, legal and regulatory compliance, fraud prevention, and effective financial service delivery.

9.4 Cross-Border Transfers and Screening

We do not enable cross-border transactions.

10. PERMITTED AND PROHIBITED CONDUCT

10.1 Intended Purpose and Warranties

You acknowledge that the Account and Card are provided solely for POS payments, managing your digital wallet funds, peer-to-peer payments, accessing credit facilities, online and digital purchase via the app for personal and business purposes and agree to use these facilities accordingly. You warrant that you are the beneficial owner of any funds, you are not acting on behalf of another person unless specifically authorised, and you will comply with all applicable laws and regulations.

10.2 Prohibited Uses

You must not use the Account or Card for any unlawful purpose, including money laundering, terrorist financing, or fraud, circumventing transaction limits, usage restrictions, or security measures, permitting unauthorised third parties to use your Card or Account,

10.3 Monitoring, Investigation and Enforcement

We reserve the right to monitor and investigate transactions to ensure compliance with applicable laws and these Terms. Breach of this policy may result in immediate suspension or closure of your Account and reporting to relevant authorities. Where we reasonably suspect misuse, abuse, or breach of these Terms, we reserve the right to immediately suspend or terminate the Account and Card without prior notice.

10.4 Sanctions and Scheme Rules

Use of the Account and Card is also restricted where prohibited by applicable sanctions laws and card scheme rules.

11. FEES, CHARGES AND INTEREST

11.1 Fees and Charges

All applicable fees and charges will be automatically debited from your Account balance. The current fee schedule is available at GN7 - Rates and Fees - V2

11.2 Interest on Credit Facilities (Where Applicable)

Interest will accrue on outstanding credit balances at the rates specified in your credit agreement. Interest is calculated daily and charged monthly. Interest rates may be variable and subject to change on notice. .

11.3 Payment Due Dates and Late Fees

Minimum weekly payments are due on selected day of the week (Monday, Tuesday or Wednesday). If you do not pay your instalment in full by the payment due date, your account will be regarded as being in arrears. Interest will continue to accrue on the outstanding balance in accordance with your Credit Agreement. Where permitted by the National Credit Act 34 of 2005, Republik may recover default administration charges and reasonable collection costs incurred in collecting overdue amounts. Continued non-payment may result in collection action and the enforcement of Republik's rights under the Credit Agreement and applicable legislation.

12. FRAUD PREVENTION AND ACCOUNT SECURITY

12.1 Fraud Prevention and Response

We reserve the right to freeze or close your Account without notice where we detect or suspect fraud or suspicious activity, money laundering or terrorist financing, or any activity requiring action by law or regulation.

12.2 Set-off Rights

We may, with prior notice, combine or consolidate amounts you owe us against credit balances in your Account, and set off debts owed to us from any source.

12.3 Account Standing and Credit Management

Your Account must remain in good standing. For credit facilities, minimum monthly and weekly payments must be made by due dates, exceeding credit limits may result in declined transactions and fees, and we may review and adjust credit limits based on your payment history and creditworthiness.

13. STATEMENTS AND DISPUTES

13.1 Transaction Statements and Dispute Timeframes

Transactions and fees are reflected on your Account statement. You have days from the statement date (or transaction date, whichever occurs first) to dispute any transaction or fee. Failure to dispute within this period renders the transaction deemed correct and accepted.

13.2 Evidence and Legal Proceedings

ATM and point-of-sale records constitute prima facie evidence of transactions unless you prove otherwise. For legal proceedings, a certificate from one of our managers recording amounts owed will be admissible evidence.

13.3 Republik Service Queries

Any questions, complaints or disputes regarding Republik's services must be directed to the in-app chat or email complaints@republik.africa as per the Republik complaints policy. Other sources for assistance include the Republik FAQ’s page

14. ACCOUNT TERMINATION

14.1 Termination by Us

We may immediately close your Account where you materially breach these Terms, law or regulation requires closure, we detect suspicious or unauthorised activity, you fail to maintain KYC compliance.

14.2 Post-Termination Effects

Upon termination, your Card will be automatically cancelled, and remaining funds returned in accordance with South African law and regulation. The Company reserves the right to identify, reconcile, and recover any outstanding credit balances associated with any account. Users agree to cooperate fully in facilitating such recovery, including providing any information reasonably required. The Company may offset any credit balance against amounts owed or take appropriate steps to recover such balances in accordance with applicable laws. The Company further reserves the right to appoint and engage third-party debt collection agencies or service providers to assist in the recovery of such balances, where necessary. Terms relating to liability, dispute resolution, governing law, jurisdiction, and provisions that by their nature should survive termination shall continue to apply after Account closure or Card cancellation.

14.3 Dormant and Inactive Accounts

If no transactions occur for a period of the Account may be classified as inactive or dormant. We will notify you 1 month before an account is classified as dormant. If you do not respond to such notice within a period of 30 days, we reserve the right to close the dormant account. You may claim any funds in that account within 180 days from the date of account closure.

14.4 Write-off and Credit Bureau Reporting

If the account balance is in debit and we have not recovered the amount owing after a period considered by us to render the account overdue, we may at our discretion write-off the amount involved and/or record the debt against your name with any credit bureau or similar agency after the necessary notice has been given to you.

15. LIABILITY AND LIMITATIONS

15.1 Limitation of Liability

We shall not be liable for losses arising from merchant refusal to accept the Card, your failure to safeguard Card or security credentials, system failures, power outages, or network interruptions, events beyond our reasonable control (force majeure).

15.2 Limitation of Damages

Our liability for any claim is limited to direct damages only. We specifically exclude liability for special, indirect, consequential, or punitive damages.

15.3 Disclaimer

Nothing in these Terms constitutes financial, tax, or legal advice.

16. GOVERNING LAW AND JURISDICTION

16.1 Applicable Law

These Terms are governed by South African law. You irrevocably submit to the non-exclusive jurisdiction of South African courts for dispute resolution.

16.2 Magistrate's Court Jurisdiction

We may bring legal action in the Magistrate's Court even if amounts exceed normal jurisdiction. You will be liable for legal costs on the attorney-and-client scale, including collection charges and tracing fees.

16.3 Certificate of Indebtedness

If we need to take legal action against you, one of our managers (who need not prove appointment) will produce a certificate to the court recording the amount you owe us. If you disagree with this certificate, you will have to prove that it is incorrect.

16.4 Legal Costs and Collection

You will pay all our expenses in recovering any amounts you owe us, including legal costs on the attorney-and-client scale, collection charges, tracing fees, and VAT.

17. SERVICE PROVIDERS

17.1 Access Bank South Africa Limited

Republik is a licensed credit provider (NCRCP22084) regulated under the National Credit Act. Republik operates under Sava Technologies Pty Ltd (2022/301994/07) - an authorised Financial Services Provider (FSP 53169) and a distribution partner of Access Bank South Africa Limited (Reg. No. : 1947/025414/06), an authorised Financial Services Provider (FSP 5865)Access Bank South Africa Limited is providing the Account and Card services under these Terms.

17.2 Sava Technologies Proprietary Limited

Sava Technologies Proprietary Limited (Registration Number 2022/301994/07) provides account creation, management, and technology services for the Account and Card. Sava Technologies Proprietary Limited is an authorised Financial Services Provider (FSP 53169).

17.3 Republik

Republik is a licensed credit provider (NCRCP22084) regulated under the National Credit Act. Eunifin Pty Ltd (2024/652613/07) (trading as Republik) provides financial services to underserved communities, with a focus on gig and independent workers. Republik is an approved co-brand partner of Sava Technologies (Pty) Ltd (Reg. No.: 2022/301994/07, FSP 53169), an authorised distribution partner of Access Bank South Africa Limited (Reg. No.: 1947/025414/06, FSP 5865).

18. CONTACT INFORMATION

18.1 Primary Contact

Republik Telephone: 0686429206 Email: info@republik.africa Website: www.eunifin.com

18.2 Access Bank

Access Bank South Africa Limited Telephone: 0861 102 205 Email: customercaresa@accessbankplc.com

18.3 Banking Ombudsman

Ombudsman for Banking Services Telephone: +27 (0)11 712 1800 Email: info@obssa.co.za

19. CARD-SPECIFIC TERMS

19.1 Card Ownership and Validity

The Card remains our property and is subject to immediate return to us. The Card is valid from the issuing date until the expiry date displayed on the Card. You may only use the Card during the validity period.

19.2 Card Safeguarding

You must sign the Card on the reverse side with ink immediately after receiving it. You are the only person who may use the Card. The Card cannot be transferred to any other person for use.

19.3 Contactless Functionality

Contactless functionality will only be available at selected merchants. Contactless transaction limits will be set based on your individual profile when issued with the Card. We may change these limits in accordance with industry limits and/or at our discretion. You may opt to switch this functionality off.

19.4 Cross-Border Usage

We do not enable cross border transactions.

19.5 ATM and POS Records

ATM and POS records shall be prima facie proof of the amounts withdrawn or paid unless you can prove otherwise. You use ATMs at your own risk and we will not be liable for any loss or theft resulting from ATM use.

19.6 Card Retention and Replacement

In the event of improper use of an ATM or POS, or unsuccessful attempts to key in the PIN, the Card will automatically be blocked and subsequently destroyed. You shall be liable for the Card replacement fee in such circumstances.

20. GENERAL PROVISIONS

20.1 Legal Notices and Communication

All notices and correspondence may be sent to your last known address by hand delivery (deemed received on delivery date), prepaid registered post (deemed received 7 business days after posting), or email or SMS (deemed received on the day sent, or next business day if sent on weekends/holidays). Fax, email or SMS will be considered to have been received on the day that it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day. We may also deliver notices and other communications to you via in-app messages or push notifications within the mobile application linked to your Account and Card, which will be deemed received on the day posted in the mobile application, or the next business day if posted on weekends/holidays. You must promptly notify us of any change to your contact or identification details. You consent to the use of electronic communications for notices and statements.

20.2 Amendment of Terms

We may amend these Terms on 30 days' written notice. Continued use of the Account or Card after such notice constitutes acceptance of amendments.

20.3 Severability

If any provision is found invalid or unenforceable, it shall be severed without affecting the validity of remaining provisions.

20.4 Waiver and Assignment

No relaxation or indulgence by us constitutes a waiver of our rights. No indulgence or relaxation by us to you or any party will be deemed to be a waiver of our rights, nor a replacement or waiver of our rights under our agreement with you. We may terminate this agreement anytime by giving reasonable notice. We may cede, assign or delegate any of our rights or obligations under these Terms to a third party, and may appoint subcontractors and agents, provided this does not reduce your rights under law.

20.5 Tacit Agreements and Banking Customs

In addition to these Terms, you will continue to be bound by any tacit agreement between you and us relating to any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.

20.6 Right to Refuse Service

We reserve the right to refuse to open an account or accept a deposit without providing reasons for such refusal.