

# Terms and conditions of use for the Multiply Visa® Card

## 1. DEFINITIONS

- 1.1 "Card" means the Multiply Visa® Card.
- 1.2 "Cardholder" means the person in whose name the Card has been issued.
- 1.3 "Account holder" means the primary account holder of the HealthSaver account and is the person who applies for the Card and who is legally responsible for all Card charges.
- 1.4 "You" or "your" means the Cardholder.
- 1.5 "We" or "Us" means either Multiply, Tutuka or Momentum or all parties collectively.
- 1.6 "Tutuka" means Tutuka Software (Pty) Limited (Registration No. 1999/020074/07).
- 1.7 "Additional Multiply Visa® Cardholder" means a secondary Card user who has been issued a Multiply Visa® Card by the Account holder. The Additional Multiply Visa® Cardholder can use the Multiply Visa® Card without being liable for making payments into the HealthSaver account, which remains the responsibility of the Account holder.
- 1.8 "Multiply" means MMI Multiply (Pty) Ltd (Registration No. 1971/006353/07), a division of MMI Group Limited (Registration No. 1904/002186/06) an authorised financial services provider, FSP No. 6406.
- 1.9 "Momentum" means Momentum, a division of MMI Group Limited (Registration No. 1904/002186/06) an authorised financial services provider, FSP No. 6406.
- 1.10 "HealthSaver account" means the HealthSaver account administered by Momentum.
- 1.11 "Merchant" means the person or entity from whom goods are purchased and/or services obtained through the use of the Card.
- 1.12 "This Agreement" means these terms and conditions governing the use of the Card. These terms and conditions must be read in conjunction with the HealthSaver account terms and conditions.
- 1.13 "Electronic Device" means electronic and/or system facilities used by Merchants to transact payments for goods and/ or services through the use of the Card and/or Card number.
- 1.14 "Visa Rules" means the set of rules that has been identified by Visa International Service Association (VISA) to govern the participation of financial institutions in its payment system and processing of transactions.

## 2. GENERAL

- 2.1 The Card is a payment mechanism linked to your HealthSaver account. It allows you to access the funds in your HealthSaver account to pay for your purchases at Healthcare Providers, Pharmacies or Veterinarians in South Africa only.
- 2.2 You may only use the Card to access the contribution from your Employer if the Employer has agreed that their contributions may be used to pay for purchases at Healthcare Providers, Pharmacies or Veterinarians.
- 2.3 A PIN will be issued with the Card. The Cardholder must wait 24 hours after delivery before activating the Card. Once active, the Cardholder may then change this PIN to a number of their preference.
- 2.4 The Card may not be exchanged for cash or credit.
- 2.5 The returns policy of the particular Merchant used by the Cardholder will apply to any goods purchased with the Card that are then returned to that Merchant. Cash refunds will generally not be made in lieu of return and any dispute in this regard should be taken up with the Merchant directly.

### 3. ISSUE AND USE OF YOUR CARD

- 3.1 We will verify your identity and residential address and may decline to issue or activate a Card if you cannot give us satisfactory proof of your identity and residential address as per FICA ("Financial Intelligence Centre Act") requirements.
- 3.2 As soon as you apply for the Card for the first time, you are deemed to have read and understood the Terms and Conditions of Use of the Card and consider yourself bound by these Terms and Conditions of Use.
- 3.3 The Card may only be used in the Republic of South Africa.
- 3.4 The Card is pin-based and may be used to pay for goods and/ or services at Merchants who are Healthcare Providers, Pharmacies or Veterinarians.
- 3.5 There may be amendments to the Merchant categories at our discretion (e.g. Healthcare Provider, Pharmacy, or Veterinarian). The most updated list of approved Merchant Categories is viewable on [www.multiply.co.za/multiplyvisacard](http://www.multiply.co.za/multiplyvisacard).
- 3.6 The Card has an expiry date which is printed on the front of the Card and will be valid until the last day of the month of expiry.
- 3.7 When paying, keep your transaction receipt for your records.
- 3.8 You need to have funds available in your HealthSaver account for a transaction to be authorised.
- 3.9 It is at the discretion of Multiply and Momentum to authorise a transaction. We will not be legally liable if we do not authorise a transaction.
- 3.10 We will not be liable if a Merchant refuses to accept your Card.
- 3.11 We will not be responsible for the goods and/or services purchased with the Card or for the return or exchange thereof from any Merchant. At the time of any exchange or return, you should present the merchandise, receipt and the Card to the Merchant. Any dispute in this regard should be taken up with the Merchant directly.
- 3.12 The total Rand amount of purchases will be deducted from the available balance of the HealthSaver account and all purchase amounts that exceed the available balance of the HealthSaver account will be declined.
- 3.13 The Card cannot be used to withdraw cash at a bank, an ATM or a Merchant; nor can it be used to pay in-store Merchant accounts.
- 3.14 You cannot link recurring payments to the Card.
- 3.15 If you breach these terms and conditions at any time, all further transactions will be declined and your Card may be cancelled.
- 3.16 The daily limit linked to each card is R100 000.

### 4. UNAUTHORISED USE

- 4.1 You must sign in black ink in the space provided at the back of the Card as soon as you receive your Card, failing which you agree to accept responsibility for any losses incurred resulting from the use of the Card by any unauthorised person.
- 4.2 You are the only person who may use your Card and you cannot transfer it to any other person or authorise any other person to use it.
- 4.3 You are responsible for the safekeeping and proper use of your Card.
- 4.4 You agree to notify Multiply or Momentum immediately if your Card is stolen or lost, or if you suspect that the Card may have been fraudulently accessed or used, failing which you agree that you will accept responsibility for any losses incurred resulting from the use of the Card by any unauthorised person.
- 4.5 Once you have notified us in terms of Clause 4.4 above, we will stop the Card as soon as reasonably possible, but you agree to accept responsibility for all payments made with the Card before such notification is given to us.
- 4.6 You indemnify Multiply and Momentum and accept full legal responsibility (liability) for all specific and related losses as a result of any fraudulent activity if you refuse or decline a request by Multiply and Momentum to cancel or re-issue a Card.

### 5. UNLAWFUL USE

The Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by law.

### 6. DISPUTED PURCHASES

- 6.1 You may dispute unauthorised transactions. Disputed transactions will be investigated after you provide Multiply with all the relevant details related to the unauthorised use. The card queries call centre number is on the back of your card.
- 6.2 If a transaction is disputed, it should be logged in writing within 30 days of the date of the transaction.
- 6.3 Disputed transactions may take up to 100 days to investigate and provide feedback to you.

## 7. MALFUNCTION OF ELECTRONIC FACILITIES

We will not be responsible for any loss arising from any failure, malfunction or delay in any electronic device associated with the Card resulting from circumstances beyond our reasonable control.

## 8. DISPUTES AND CHARGEBACKS

- 8.1 Unless a reversal or chargeback is allowed:
  - 8.1.1 We are unable to reverse or charge back any payment;
  - 8.1.2 Any dispute with a Merchant regarding a reversal or chargeback should be resolved by you with that Merchant directly.
- 8.2 We will only allow chargebacks if done according to the Visa Rules & Regulations as published from time to time.

## 9. CHARGES AND FEES

- 9.1 We will charge a Card fee for the administration and maintenance of your Card. We may charge other fees. You can refer to the Fees & Charges document on [www.multiply.co.za/multiplyvisacard](http://www.multiply.co.za/multiplyvisacard).
- 9.2 All Card fees will be debited against your HealthSaver account.
- 9.3 You can also get a copy of all your fees and charges from the Multiply Visa® Call Centre by dialling 0860 111 183.
- 9.4 Fees and charges are usually reviewed once a year, but may be reviewed at any time at our discretion, in which event you will get 30 days' written notice before such change comes into effect.
- 9.5 If you dispute any fee or charge, we will debit your HealthSaver account with such a fee or charge until such time as the dispute has been resolved.
- 9.6 You accept that you will be responsible for and will pay the Card fees and charges as specified in this Agreement.

## 10. THIRD PARTY SERVICE PROVIDERS

You acknowledge and agree that:

- 10.1 Multiply may not, for whatever reason, perform the Card-related functions or services required pursuant to the Visa Rules including, without limitation, transaction authorisation and settlement services, which only members of Visa or their appointed agents may perform.
- 10.2 Multiply shall be entitled without restriction to nominate any third party supplier/s (including, without limitation, Tutuka) to render those functions or services (in whole or in part) as required on its behalf.

## 11. CANCELLATION OF CARD AND TERMINATION OF AGREEMENT

- 11.1 Your Card remains the property of Multiply.
- 11.2 You may at any time terminate this Agreement, by notifying Multiply in writing that you wish to terminate the Card, and destroy the Card by cutting through the magnetic strip and Card numbers. You will be legally responsible for any transactions if the Card is not properly destroyed and is used thereafter by any unauthorised person.
- 11.3 If the HealthSaver account is closed, you will no longer be able to use this Card.
- 11.4 We may choose at any time to revoke your Card and to suspend or terminate your use of the Card for any reason whatsoever. We will attempt to let you know should we choose to revoke your Card. You agree that we shall have no liability whatsoever in consequence of any such suspension or termination.
- 11.5 Even if this Agreement ends, we will be entitled to rely on the rights acquired under these terms and conditions before termination.

## 12. MISCELLANEOUS

- 12.1 You may not vary the terms and conditions of this Agreement.
- 12.2 This Agreement is governed by the laws of the Republic of South Africa.
- 12.3 The Terms and Conditions of this Agreement may be changed from time to time and the latest version of this Agreement is available by following the Multiply Visa® Card link on the Multiply website at [www.multiply.co.za/multiplyvisacard](http://www.multiply.co.za/multiplyvisacard).
- 12.4 The Terms and Conditions of the HealthSaver account are available at [www.momentum.co.za](http://www.momentum.co.za).
- 12.5 All your Card transactions, fees and charges will be displayed on your HealthSaver account statement. There will not be a separate Multiply Visa® Card statement.
- 12.6 Login to [www.multiply.co.za/multiplyvisacard](http://www.multiply.co.za/multiplyvisacard) or contact the Multiply Visa® Card Call Centre on 0860 111 183 to get your transaction, fees, charges and HealthSaver account balance.

## 13. AUTHORITY TO DEBIT YOUR HEALTHSAVER ACCOUNT

- 13.1 Every time you use your Card to transact and access your HealthSaver account, we will debit your HealthSaver account with the amount of the purchase transaction.
- 13.2 Every time a purchase is approved, we will send the Account holder an SMS.
- 13.3 All Card fees will be debited against your HealthSaver account.

## 14. ADDITIONAL CARDS

- 14.1 At your request, we may issue additional Cards linked to your HealthSaver account to your spouse and dependants on your Momentum Health membership. Cards are issued in their names and they are referred to as Additional Multiply Visa® Cardholders.
- 14.2 We may charge a Card fee for the administration and maintenance of each additional Card. You can refer to the Fees & Charges document on [www.multiply.co.za/multiplyvisacard](http://www.multiply.co.za/multiplyvisacard).
- 14.3 You agree that you understand that all the terms and conditions of this Agreement also apply to the Additional Multiply Cardholders and the Cards issued to them. It is your responsibility to ensure that Additional Multiply Visa® Cardholders are aware of and comply with the terms of this Agreement.
- 14.4 Purchases made by Additional Multiply Cardholders will be debited against your HealthSaver account.
- 14.5 You may only terminate the Additional Multiply Cardholder's right to use the additional Card/s if you inform us in writing that you want to do so and you must ensure that the additional Card/s is/are destroyed by cutting through the magnetic strip and Card numbers so that the Card cannot be used again. If you do not destroy the additional Card/s you will be legally liable for any transactions on your HealthSaver account. In the event of any queries you can call the Multiply Visa® Card Call Centre at 0860 111 183.

## 15. CONFIDENTIALITY

- 15.1 We will treat all your personal information (as defined in the Protection of Personal Information Act) as private and confidential. Nothing about your Card or personal information will be disclosed to anyone unless:
  - 15.1.1 We are legally compelled to do so;
  - 15.1.2 It is required in terms of operating this Card programme;
  - 15.1.3 It is in the public interest to do so; and/or
  - 15.1.4 The disclosure is made at your request, with your written consent.
- 15.2 You hereby agree that we may share your personal information with our third party service providers for the operation of this Card.

## 16. LIABILITY CLAUSE

To the maximum extent permitted by applicable law, Multiply and Momentum, its employees, agents and representatives shall not be liable to you or to any third party for any liability, losses, damages and/or costs or expenses whether special, direct, indirect and/or of a consequential nature including but not limited to loss of income, loss of profits, loss of business information, business interruption, death or personal injury caused by any nature whatsoever or arising out of the use of the Card, and you hereby indemnify Multiply and Momentum against any such liability.

## LIST OF QUALIFYING MERCHANTS

Ambulance Services  
Medical, Dental, Ophthalmic, and Hospital Equipment and Supplies  
Pharmacies  
Hearing Aids Sales and Supplies  
Orthopaedic Goods - Prosthetic Devices  
Doctors  
Dentists, Orthodontists  
Osteopaths  
Chiropractors  
Optometrists, Ophthalmologists  
Optical goods and prescription glasses  
Opticians  
Chiropractists, Podiatrists  
Nursing/Personal Care  
Hospitals  
Medical and Dental Labs  
Medical Services  
Veterinary Services