

Account & Banking Services Terms and Conditions

1. FINANCIAL CO-OPERATIVE

SA Primary Medical Financial Co-operative Limited ("MediCo") is a registered Cooperative Financial Institution (Reg. No. 2015/014609/24), regulated by the Prudential Authority under the South African Reserve Bank as a deposit taking institution under the Co-operative Banks Act. MediCo is a registered and authorised credit provider (NCRCP8712) and is compliant with all the necessary procedures and processes to continue to meet the requirements of the NCR and FIC (ID No. 38406).

2. INTRODUCTION

This agreement applies to all accounts held with MediCo, or its alliance partners and constitutes an agreement between the account holder ("the member") and any account user, and MediCo. In these rules "you" or "your" refers to the member and/or the account user, as the context requires, and "us", "our", "we" or "the bank" refers to MediCo. These rules must be read in conjunction with any other applicable terms and conditions that apply to your relationship with us. Only members may transact with MediCo and open an account with us. If you use the account, we can assume you have accepted this agreement.

CURRENT, SAVINGS AND INVESTMENT ACCOUNTS

3. STANDARD APPROVAL PROCESS

3.1 Applications for new accounts or services are subject to our approval. Before approving an account, we can investigate the member and/or users of the account. We may also require supporting documentation, including the member's application and founding documentation. We may conduct checks to verify any information you provide, to ensure that the member meets our criteria and/or to comply with legislation. 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 bureau, government or similar agencies as part of our checking processes.

4. ACCOUNT USER ACCESS RIGHTS

4.1 Only authorised account users may access the account. We are entitled to act on all instructions from those persons the member has nominated as account users and to debit such transactions and for the actions and/or omissions of its account users. We are not liable for any delays in the payment or transfer of funds because of restrictions that apply to account users or access rights, whether such restrictions were set by the member or imposed by us for security and other risk management purposes.

4.2 The member must acquaint itself with the restrictions and risks associated with granting persons access to its accounts and setting access rights on such accounts. The member must provide correct and up to date information about its account users. The member is responsible for deciding and checking the access rights given to account users. If an account is closed all account users' access rights on that account will automatically terminate. This will not affect an account user's right to access the member's remaining accounts.

5. INTEREST ON DEPOSITS

5.1 MediCo may change without notice to you the interest rate, except in the case of fixed deposits. No interest will be earned after maturity date of a deposit.

6. OVERDRAWN ACCOUNTS AND INTEREST

6.1 In the event of the account being overdrawn either by reason of bank charges or expenses or other items being debited or other drawings exceeding deposits, we are hereby irrevocably authorised to charge interest on the daily balance of the overdraft.

7. USE OF CHEQUE AND OTHER NEGOTIABLE INSTRUMENTS

7.1 We are authorised to debit the account with all cheques, promissory notes, and other negotiable instruments, payable at the member centre purporting to be drawn by the member and all costs, expenses, charges, fees, commissions and other disbursements as are consistent with the banking practice from time to time, including collection fees and to transfer to the debit of that account, any amounts which may be owing by the member to MediCo from any other cause whatsoever arising without further reference to you.

8. OUR RIGHTS IF YOU DO NOT PAY US

8.1 We could demand that you immediately pay us any amounts that are due and payable along with interest. If you fail either to pay us or make arrangements if you do not receive your statements, we can take legal action against you, without further notice to you.

8.2 No indulgence or relaxation by us to you or any party will be a waiver of our rights.

8.3 We can combine any or all accounts that you as the member has with us, without prior notice to you and can set off any amount that you owe us against any amount we hold to the credit of the member for whatever reason.

8.4 If we need to take legal action against you, the Chief Financial Officer (CFO) or a senior manager assigned to the task 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.

9. DISCLOSURE OF INFORMATION

9.1 The member acknowledges and agrees that MediCo may inquire from any credit bureau information when assessing the member's application, and may disclose the existence of the account to any credit bureau, in accordance with the code of banking practice or otherwise according to generally accepted banking practice.

10. HOW WE USE YOUR INFORMATION

10.1 We will treat your personal information confidentially and will not disclose it unless:

- We are legally compelled to do so;
- It is in the public interest to disclose your personal information;
- Our interests require disclosure; or
- You have given your consent.

11. CORRESPONDENCE & LEGAL NOTICES

11.1 We may send you any correspondence (including statements) by mail to your residential, postal or electronic address (email) or the last known address we have on record for you. You agree that legal notices and summonses can be served at your physical/registered address or any address we have on record for you.

11.2 You must notify us of any changes to any of your addresses, including your postal or street address, email, and fax or phone numbers. You can do this via any MediCo member centre. It may take up to 7 (seven) days to register the change. Any correspondence we send to you will be considered to have been received by you within 7 (seven) days of posting by mail, fax, email or SMS will be considered to have been received by you on the day that it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.

11.3 Any correspondence or legal notices may be sent to us at the following address, which we choose as our domicile: MediCo- 201, 2nd Floor, Clock Tower, V&A Waterfront, Cape Town, 8001, South Africa.

ONLINE MEMBER AND BANKING SERVICES

12. INTRODUCTION

SA Primary Medical Financial Co-operative Limited ("MediCo") provides you ("the member") with various Online Member and Banking Services ("the services") in terms of which MediCo will execute on the member's instructions given to MediCo by the member in written or electronic format. The member understands and accepts that the terms and conditions stated below, shall apply to the use of any of the services. The headings in these terms and conditions are for ease of reference only and shall not have any interpretative value.

13. THE SERVICES RELATED TO THE MEMBER PROFILE

13.1 Once MediCo has accepted the member's application for the services and the member has been provided by MediCo with a member profile number and/or an activation code (allocated to the member by MediCo as a security and authentication measure allowing the member to create their own online password) the member shall be afforded the utilisation of the services which may include:

- 13.1.1 Obtaining information relating to the member's banking accounts;
- 13.1.2 Transferring funds to and from the member's banking accounts;
- 13.1.3 View and print statements relating to the member's banking accounts including transfer history, balance enquiry and interim statements;
- 13.1.4 Pay third party accounts ("once off" payments);
- 13.1.5 Effect inter-bank account transfers;
- 13.1.6 Beneficiary defined payments;
- 13.1.7 Scheduled payments and/or transfers;
- 13.1.8 Beneficiary management; and
- 13.1.9 Other products as may be introduced by MediCo from time to time, and the member may be allowed access from time to time to other online member and banking services. The rights that are assigned to a member will determine what online member and banking functions will be available to the member and/or user, based on the rights granted.

13.2 Further services may be added from time to time by MediCo and MediCo reserves the right to modify, replace or withdraw any service and/or profile at any time, for any reason whatsoever, without prior notice to the member.

13.3 Reference to "services" shall also include a reference to profiles and systems offered and utilised by MediCo from time to time in terms thereof.

13.3.1 The services offer the member the flexibility to conduct business at any time, subject to the availability of the internet connection or such other facilities which enable the services, and the services themselves; and

13.3.2 any periods required for maintenance of the facilities which enable the services, or the services themselves.

13.4 The services may not be used to collect debts of any nature from other parties and the member must at no time give out the member profile number, online username and/or password to a third party to give effect to debt collection. The member and online banking system has been developed to assist the member with the member's banking activities, and not as a debt collection mechanism. Should the member need assistance with debt collection, MediCo has specific products which can be discussed with MediCo's employees at any of MediCo's member centres.

13.5 In the event that the member applies for and registers for the services and uses this facility as a debt collecting mechanism, MediCo is entitled, at its sole discretion, to immediately terminate the services.

13.6 If the member at any time attempts to, or actually breaches the online member and banking system security relating to and enabling the services or willfully attempts to gain unauthorised access or actively disrupts the service provision or utilise the system relating to, or the online banking facility or the services illegally or fraudulently or for illegal or fraudulent purposes of whatever nature, MediCo has the right to terminate the transaction and the services to the member immediately and further reserves the right to prosecute the member therefor, or pursue any remedy which MediCo may have in law.

13.7 Should the member wish to terminate the facility or send instructions regarding the member's personal information to MediCo, the member must communicate with MediCo in accordance with the provisions of clause 25 of the Account Activation and Banking Services Terms and Conditions.

14. PIN AND EQUIPMENT

14.1 Should the member wish to make use of any of the online member and banking systems or other related services where a password is required, it is hereby recorded that an activation code shall be allocated to the member by MediCo as a security and authentication measure allowing the member to create their own online banking password. The password is private to the member and/or authorised users and the member may not make it known to any third party at any time. The password will allow the member to gain access to the services linked to the member's profile. In this regard the member agrees to comply with all the terms and conditions enforced from time to time and applicable to MediCo's services when entering the member's profile number and/or password to gain access to any of the services or profiles.

14.2 The member must gain access to the services via the internet. For this purpose, the member must, where applicable, register with an internet service provider.

14.3 The member will be solely responsible for the acquisition and installation of the internet connection and any related costs and expenses will be borne by the member.

14.4 Should the software and hardware requirements be modified with a view to improving or upgrading the internet and or the facility, the resultant costs of any software, hardware or internet connections required so as to use the system, will be for the member's account.

14.5 The member shall provide and maintain hardware and all consumable materials required for the use of the services. MediCo makes no representations of the suitability of any of the member's software, hardware, or consumable materials for the use of the services.

14.6 The member agrees to make use of the services available to the member after approval by MediCo of the member's application and the provision by MediCo of the member profile number and/or activation code to the member.

15. THE MEMBER'S OBLIGATIONS

15.1 The member acknowledges that he/she is aware that the rendering of services is subject to various Acts and other legislation and the member undertakes to comply with all applicable legislation at all times.

15.2 The member acknowledges that use of the services shall in no way vary any aspect of MediCo-Member relationship and the member furthermore, without limiting the generalities thereof agrees in particular that:

15.2.1 The utilisation of any service shall be subject to the approval of the application form by the member or a duly authorised signatory; Signatories in the case of a legal entity of any other documentation or agreement required by MediCo from time to time and the delivery thereof to a member centre of MediCo;

15.2.2 The member shall be obliged to settle any payment obligations to MediCo in accordance with the instructions/terms issued to the member this shall not in any way entitle the member to overdraw any account, unless prior arrangements have been made with MediCo and then only in terms of such arrangements; and

15.2.3 Transactional, credit and any other limits allocated to any of the member's accounts shall not be exceeded.

15.2.4 The member declares and warrants that all information provided by the member in any application form or other documentation and any information to be given in the future in terms hereof and information to be contained in each instruction process electronically through the service, is and will be correct in all respects. The member agrees that he/she shall be obliged to inform MediCo of any change in the information provided and that the member will have no claims against MediCo in the event of any information provided by the member.

15.3 The member at all times:

15.3.1 Shall follow the security procedures notified to the member by MediCo from time to time or such other procedures as may be applicable to the services from time to time and specifically those that are contained on MediCo's website. The member acknowledges that:

15.3.2 Any failure on the member's part to follow the recommended security procedures may result in a breach of the member's profile confidentiality and may lead to unauthorised use of the online member and banking services on the member's profile;

15.3.3 Any software downloaded by the member from the internet and specifically MediCo's website and/or web applications is third party software, the licensing of which shall be subject to terms and conditions as the licensor of such software may impose;

15.3.4 The member shall ensure the safe keeping and confidentiality of all devices, activation codes, usernames, passwords, and other confidential information;

15.3.5 The member shall ensure that the services are not used or the relevant functions are not performed by anyone other than the person authorised to do so;



- 15.3.6 The member shall notify MediCo immediately on the member becoming aware that a device or activation code or username or password has been lost or forgotten or may have fallen into the hands of unauthorised persons, failing which the member remains liable for all instructions issued under the member's profile number and/or username and/or password; and
- 15.3.7 The member will be deemed to have read, understood and applied information displayed on any profile, system or electronic banking site and the member's role in respect thereof.
- 15.4 The member shall not at any time:
- 15.4.1 Cede or assign any of the member's rights under this agreement without the prior written consent of MediCo; and
- 15.4.2 Operate or use the service in any manner that may be prejudicial to MediCo.
- 15.5 The member understands and accepts that the member may link a business account or an account requiring multiple signatures to the member's profile only if the member has submitted to MediCo an original written resolution or power of attorney acceptable to MediCo in form to this effect and it will be the member's responsibility to ensure that no unauthorised person has access to the member's account. The member and the member's authorised users, in terms of a written resolution or power of attorney, as aforesaid, are specifically responsible for the secrecy of the member's account and/or any profile numbers and/or usernames and/or passwords in respect of which access is permitted to the member's accounts and any unauthorised access shall be deemed to have been performed by the member's authorised users, unless immediate notice is given to MediCo of a breach or suspected breach of the member's profile number, username, password and activation code prior to an unauthorised access, giving MediCo sufficient and reasonable time to avoid unauthorised access through termination of the member's profile number, username, password verification code activity, or otherwise.
- 15.6 MediCo shall be entitled and authorised to debit to, and/or deduct from, any of the member's accounts with the amount of the transactions effected via the services or any of them, as well as to debit the member's account with the amount of any fees applicable to the services from time to time:
- 15.6.1 The fees may be amended by MediCo on 30 (thirty) days written notice of such amendment to the member; and
- 15.6.2 The fee charges for these facilities do not include any levies or stamp duties, all of which are for the member's account and which MediCo shall be entitled and authorised to debit to, and/or deduct from, any of the member's accounts.
- 15.7 The member may not reveal the member's profile number, username, password and activation code to any unauthorised person and shall not compromise the secrecy of the member's information. The member shall safe guard the member's profile number, username, password, activation code and other sensitive information against access by any person not authorised to utilise the services.
- 15.8 The member shall be responsible for all transactions and liability arising from utilisation of the online member and banking facility in the event that the member's profile number, username, password and activation code have been compromised or divulged to unauthorised person(s).
- 16. MEDICO'S OBLIGATIONS**
- 16.1 MediCo shall:
- 16.1.1 Furnish a member profile number and activation code upon MediCo's approving the member's application for utilisation of the services, which the member profile number and activation code shall be collected by the member and provided by MediCo against production by the member of positive identification and completion of such documents as MediCo may require. The activation code shall be sent to the member's mobile number per SMS; and
- 16.1.2 Furnish a temporary online banking password to the member upon notice presented at the member centre, that the member's current online banking password has been lost, forgotten or compromised and MediCo reserves the right to charge a fee for the issue of a temporary password. The temporary password shall be sent to the member's mobile number per SMS.
- 16.2 The member acknowledges that:
- 16.2.1 MediCo shall neither be required to enquire into the authority of any persons who use or have used the services or the member's profile number, username, password and activation code, nor shall MediCo be required to enquire into the validity of any information provided by the member to MediCo for purposes of the utilisation of the services;
- 16.2.2 Once MediCo has received and implemented an instruction given by the member in the utilisation of the services, the member shall not be entitled to countermand or amend such instructions, but the member shall be obliged to follow such procedures as may be prescribed by MediCo from time to time in respect of the various services; and
- 16.2.3 MediCo does not warrant that the communication system or online member and banking or web applications will be error free or will meet any particular criteria of accuracy, competence, or reliability of information or performance of quality. MediCo expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 17. FEES**
- 17.1 MediCo can charge the member for our services. We will debit the fees to the member's account(s) in line with the pricing agreed between you and us or according to our published fees.
- 17.2 The member will be charged the following fees for the use of MediCo's member and online banking or web applications:
- 17.2.1 MediCo will charge a transaction fee based on the type of transactions the member performs. Details of the transaction fees are available from any member centre of MediCo or on our website;
- 17.2.2 The online member and banking service fees due to MediCo by the member shall be deducted from every transactional account belonging to the member based on the number of online banking members (number of users) who have access to that account, failing which from any alternative transactional account belonging to the member;
- 17.2.3 If the member fails to pay MediCo's fees or if the member has insufficient funds in the account MediCo will refuse the member access to the services and to debit all outstanding fees to any other account that the member may have with MediCo; and
- 17.2.4 The fees may be amended by MediCo on 30 (thirty) days written notice of such amendment to the member.
- 18. COPYRIGHT**
- 18.1 MediCo shall at all times retain its copyright in, or license to, the software including the online member and banking platforms and web applications, and associated documentation, should such software and associated documentation belong to it, or used in the provision of the services, as well as in respect of any logos, trademarks or service marks used.
- 18.2 The member shall not duplicate, reproduce or in any way tamper with the software and associated documentation without the prior written consent to MediCo.
- 18.3 In respect of third party software MediCo is not a party to any license agreement entered into by the member and the supplier thereof and thus makes now warranties related to such software, including without limitations, warranties relating to suitability for particular purpose, security features or performance. The member acknowledges that the use of such software shall be at the member's own risk and indemnifies and holds MediCo harmless against any loss or damage which the member may suffer as a result of the use, abuse or possession of such software.
- 18.4 The utilisation of such third-party software may be illegal in jurisdictions outside of the Republic of South Africa and/or may infringe upon certain third party intellectual property rights in such jurisdictions. The member understands that should the member use any software outside the boundaries of the Republic of South Africa, it shall at all times be incumbent upon the member to ascertain the legality of such use and to obtain all necessary licenses and permission from the relevant parties. The member accordingly indemnifies and holds MediCo harmless against any and all liability which the member may incur in this regard.
- 19. SENDING AND PROCESSING INSTRUCTIONS**
- 19.1 The member's instructions to MediCo will be subject to the same turnaround time and processes that apply to the member profile, the type of account and the type of transaction involved.
- 20. UNAVAILABILITY OF ELECTRONIC BANKING**
- 20.1 MediCo will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate the services without any prior notification or giving any reason for such termination or suspension. The member undertakes, in the event of unavailability of electronic banking, to limit the member's potential losses by using any other means of communication with MediCo in the situation of the unavailability of the services.
- 20.2 The member understands that the use of the facility enabling the services and use of the services is at the member's own risk and that MediCo shall not be liable for any damage, loss or consequential damages which the member may suffer as a result of the facility enabling the services, or the services being off-line or otherwise unavailable.
- 21. LIMITS**
- 21.1 The member agrees that in order to utilise the services, the member shall be required to abide by certain limits which shall be available, including account payment limits.
- 21.2 Account payment limits allows the member to effect defined beneficiary or third party payments up to a set and/or agreed limit. The default limit will be set by MediCo and the member is deemed to have enquired as to and agreed to the set default limit. The member will be able to change their personal online banking profile limits on-line.
- 21.3 Where the member/user has been granted access to a business account or has been granted access to another member's account, the member will not be able to change these online banking limits on-line.
- 21.4 Where the member/customer has been granted access to a business account or has been granted access to another member's account, the online banking limits will have to be changed through the member centre with positive identification and subject to completion of such form as MediCo may require.
- 22. INDEMNITY**
- 22.1 The member hereby waives the member's rights in respect of and indemnifies MediCo against demand, claim or action relating to, or in connection with the services, whether directly or indirectly, unless such demand, claim or action arose as a direct consequence of the gross negligence or willful misconduct of MediCo or any of its employees.
- 22.2 Any demand, claim or action arising against MediCo in connection with the circumstances referred to in clauses 25, 26 and 27 shall be limited to direct damages. Special or consequential damages are hereby specifically excluded.
- 22.3 The member indemnifies and holds MediCo harmless from:
- 22.3.1 All demands, claims, actions, losses and damages of whatsoever nature which may be brought against MediCo or which MediCo may suffer or incur arising from MediCo acting or not acting on any instruction, or arising from or out of the malfunction product failure or unavailability of any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage medias, natural phenomena, riots, acts of vandalism, sabotage, terrorism, and any other events beyond MediCo's control, interruption or distortion of communication links or arising from the reliance by any person on incorrect, illegible, incomplete or inaccurate information or data contained in any instruction received by MediCo.
- 22.3.2 Any loss or damages that may arise from the use, misuse, abuse or possession of any third party software, including without limitation any operating system software, browser software, or any other software packages or programs; and
- 22.3.3 Any unauthorised access to the member's account or any breach of security or any destruction or accessing of the member's data or any destruction or theft of, or damage to, any of the member's equipment.
- 23. DOMICILIUM AND NOTICES**
- 23.1 The member chooses as the member's domicilium citandi et executandi for the purpose of legal proceedings and for the purposes of giving and sending any notice provided for, or necessary in terms of this agreement, the address given by the member during the application for the services.
- 23.2 MediCo's address for the purposes hereof is: MediCo - 201, 2nd Floor, Clock Tower, V&A Waterfront, Cape Town, 8001, South Africa.
- 23.3 A party may change its domicilium citandi et executandi to any other address by written notice to the other party to that effect, provided that a physical address shall also be given as a domicilium citandi et executandi, whenever a postal address is given. Such change of address will be effective after receipt of notice of the change of domicilium citandi et executandi.
- 23.4 All notices to be given in terms of these terms and conditions will:
- 24.1.1 Be given in writing;
- 24.1.2 Be delivered by hand in which case it shall be deemed to have been received on the date of delivery; and
- 24.1.3 Be sent by prepaid registered post in which case it shall be deemed to have been received 10 (ten) business days after the date of posting.
- 23.5 Notwithstanding the above, any notice actually received by the party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.
- 23.6 Any correspondence MediCo sends the Member's last domicilium shall be conclusively deemed to have been received by the Customer on the seventh business day of posting.
- 23.7 The member accepts all risk if the member sends any notice otherwise than by registered post.
- 24. BREACH**
- 24.1 Should the member breach any term, or fail to perform any of the member's obligations in terms of these or any other terms and conditions which the member may have with MediCo, MediCo shall be entitled, without notice to cancel these agreements and withdraw the services with immediate effect, without prejudice to any rights which MediCo may have in law including, but not limited to, MediCo's right to recover:
- 24.1.1 Any amounts due to MediCo in terms of these terms and conditions agreement; and
- 24.1.2 Any loss or damage suffered by MediCo as the consequence of the breach by the member of these terms and conditions, or the cancellation of these agreements, or the withdrawal of MediCo's services.
- MEMBERSHIP AND GENERAL TERMS**
- 25. TERMINATION**
- 25.1 Notwithstanding anything contained above, these agreements may be terminated at any time by MediCo or the member on having given such notice as may be required in respect of each service utilised, except that in the event of any change in any law or the application thereof, which would have the effect of prejudicing MediCo should it continue with the rendering of any service.
- 25.2 We may close the account and cancel this agreement if the balance falls below any required minimum balance or otherwise at any time following the expiry of reasonable notice.
- 25.3 The member may terminate the agreement by notifying us in writing. All transaction/instructions submitted before termination will be carried out.
- 25.4 We are entitled to keep sufficient funds in the accounts to provide for amounts that may become due after termination. Once all pending transactions have been processed you may withdraw the remaining funds from the account. Any amount you owe us will remain due and payable on account closure.
- 25.5 MediCo reserves the right to classify any account as dormant. MediCo will notify the member before an account is classified as dormant. If the member does not respond to such notice within a certain period of time, MediCo reserves the right to close the dormant account. If this happens the member may claim any funds in that account within five (5) years from the date of the last transaction on the account.
- 25.6 If the account balance is in debit and MediCo has not recovered the amount owing after a period of time considered by MediCo to render the account overdue, MediCo may at its discretion write-off the amount involved and/or record the debt against the name of the member and/or account user with any credit bureau or similar agency after the necessary notice has been given to you.

25.7 You agree/the member agrees that we/MediCo will charge you/the member an early withdrawal penalty fee and breakage costs for the withdrawal of any deposit or investment amount before the contractual maturity date or notice period of such a deposit/an investment. The early withdrawal penalty fee and breakage costs will be calculated taking into account prevailing industry practice, interest rates, regulatory requirements and reasonable administrative costs.

26. TERMINATION OF MEMBERSHIP

26.1 Membership shall cease upon:

- a) Death in the case of a natural person.
- b) Liquidation or deregistration in the case of a juristic person.
- c) Receipt by the Co-operative of voluntary termination of Membership in writing subject to a 3-month notice period.
- d) Expulsion from the Co-operative as provided for in clause 10 of the Constitution. The expelled Member may still avail of the dispute resolution procedure outlined in clause 39 of the Constitution.

26.2 Upon termination of membership, a member shall be entitled to receive the full amount standing to his/her savings less the amount of any loans, interest and fines payable. Fixed term obligations shall either be repaid with accrued interest (minus penalties for early withdrawal) upon termination of Membership or be repaid upon expiry date of such fixed term obligation, by choice of the Co-operative.

27. DISPUTE

27.1 Should any dispute arise at any time between MediCo and the member relating these agreements, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. The member agrees that in pursuance hereof, either the member or MediCo may demand that a dispute be referred to arbitration, by giving written notice to that effect to the other party.

27.2 This clause shall not preclude the member or MediCo from obtaining relief from a court with competent jurisdiction, pending the decision of the arbitrator.

27.3 Where the member is in breach of these agreements MediCo shall be entitled to litigate against the member immediately and the member hereby consents to the jurisdiction of the South African Magistrates' Court having jurisdiction in respect of all proceedings arising from this agreement and the member shall be liable for all attorney-and-client costs (inclusive of all pre- and post-litigation charges, tracing charges, collection commissions and so forth) which may be incurred by MediCo. MediCo shall have the right, at its sole discretion, to institute any legal proceedings in the appropriate division of the High Court of South Africa having jurisdiction.

27.4 The arbitration referred to herein shall be held at Cape Town in the English language and shall be held immediately with a view to be completed within 21 (twenty-one) days after it is demanded. The member irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:

- 27.4.1 Shall be final and binding on the member;
 - 27.4.2 Shall be carried into effect; and
 - 27.4.3 May be made an order of court of competent jurisdiction.
- 27.5 This clause is severable from the terms and conditions and shall remain valid and binding on the member notwithstanding any cancellation by the member of the services with MediCo or any withdrawal by MediCo of its services or any of them.

27.6 Should the member be in arrears with any payment due by the member in terms of this agreement, a certificate given by any general manager, assistant general manager, senior manager, manager or administrator for the time being of MediCo (whose appointment and authority it is not necessary to prove) setting out such amount owing by the member in terms of these agreements, or any other fact, shall be prima facie proof of that amount and shall be valid as a liquid document or for the purpose of obtaining any order or judgment thereon against the member in any competent court.

27.7 MediCo shall not be held responsible for the confidentiality of information contained in documents that are sent to the member's selected email address, or in respect of documents that have not reached the selected email address.

27.8 The member that lives outside the borders of the Republic of South Africa, but has an account at MediCo, warrants that the member is aware of the South African Reserve Bank Regulations and that the member has complied with these regulations and laws.

28. CONSENT TO USE PERSONAL INFORMATION IN TERMS OF THE POPI ACT

28.1 By agreeing to the membership terms and conditions, the Member voluntarily authorises MediCo to process his/her personal information (including name, identification, address information, telephone numbers, contact and banking details, correspondence and any other information that has been provided to MediCo).

28.2 Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, or merging, linking, as well as restricting, degradation, erasure or destruction of information.

28.3 This consent is effective immediately and will endure until the relationship (membership) between MediCo and the Member has been terminated.

29. CONFIDENTIALITY

29.1 MediCo will comply with the requirements of the professional rules of ethics and of confidentiality and it will reasonably maintain the confidentiality of any such information. This duty will not apply where:

- i. The information was already in its possession prior to the engagement;
- ii. Confidential information was already in the public domain (other than as a result of MediCo's fault) through publication by a party other than MediCo;

- iii. MediCo may be required to disclose it to its insurers, legal advisers and/or alliance members in confidence for a legitimate business reason;
- iv. MediCo is under legal obligation to do so; and/or
- v. The Member expressly authorises MediCo to disclose such confidential information as may be required by any governmental or regulatory authority, or the disclosure of which is required in law.

29.2 The officers, directors, members of the committees and employees of this Co-operative shall hold in strictest confidence all transactions of this Co-operative with its Members, except to the extent deemed necessary by the board in connection with the making of loans and collection thereof.

29.3 Individual Members' accounts shall be accessible only to officers of the Co-operative, the audit and supervisory committee and the Auditors. Members shall be entitled to inspect their own accounts at any time during the business hours of the Co-operative.

29.4 I/we give consent to the process of personal information and allow MediCo to communicate with/ contact me regarding membership information, the affairs of MediCo, its products and services available to members in terms of the Protection of Personal Information Act 4 of 2013.

29.5 Certain product and/or services, as marketed on the MediCo website and in the MediCo marketing material and brochures are provided through MediCo's alliance members. If I select to receive certain product information and related news, and these products and services are provided by the alliance members or 3rd party providers, MediCo may send my contact details to the alliance members or 3rd party providers to contact me directly.

30. AMENDMENTS

30.1 The member agrees to MediCo's right to change, repeal, place or add to any terms and conditions of this Agreement, which amendment(-s) will not materially change the member's existing rights. In all other instances MediCo will notify the member 30 (thirty) days in advance in writing or electronically before the proposed amendment(-s) become effective.

30.2 Should no objections be received from the member within the said period these terms and conditions will be deemed to have been amended accordingly

31. GENERAL

31.1 These terms and conditions govern the relationship between the member and MediCo in respect of the services. Should there however be a conflict between the provisions hereof and the provisions of any agreement relating to a specific service utilised by the member, then the provisions of that agreement insofar as they conflict with the provisions hereof only, will take precedence.

31.2 MediCo will charge interest at a rate determined by us, but which will not exceed the maximum rate allowed by law, on any amount that exceeds the available balance on the account unless the member has made arrangements with us. Interest will be calculated daily and compounded monthly, on the outstanding balance, until date of payment.

31.3 Notwithstanding the foregoing terms and conditions, the member acknowledges and accepts that MediCo may from time to time amend these terms and conditions, insofar as they relate to the use by the member of the services. In pursuance of the foregoing the member confirms that:

- 31.3.1 The member is aware that all such changes shall be reflected in the terms and conditions published on MediCo's website; and
- 31.3.2 By completing the application process for the services, and subsequently entering the member's password and verification code to gain access to services, the member has effected an electronic signature and agrees to be bound to the terms and conditions in force at that point in time as they may appear on MediCo's website and as may be amended by MediCo from time to time.

31.4 In these terms and conditions, unless it specifically indicates otherwise:

- 31.4.1 The singular include the plural and vice versa; and
- 31.4.2 Natural persons shall include created entities, whether incorporated or not.

31.5 These terms and conditions shall be interpreted in accordance with and governed by the laws of the Republic of South Africa, notwithstanding the fact that any instruction emanated from outside the borders of the Republic of South Africa.

31.6 In addition to our agreement 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.

31.7 No relaxation or indulgence granted by us to you or to any other 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 at any time by giving you reasonable notice of termination. We reserve the right to refuse to open an account or accept a deposit. In case of fraud, suspected fraud, or if the law compels us to do so, we reserve the right to freeze or close your account and/or stop a service to you without notice.

31.8 In the event that MediCo allows the member any latitude or relaxation of the member's obligations, including any extension of time, it must not be construed as a novation or waiver of MediCo's right in regard to these terms and conditions.

31.9 The terms and conditions, together with the application, as changed or replaced by MediCo, will form the whole of the agreement between the member and MediCo.

31.10 Every provision of the terms and conditions is deemed to be separate and severable. In the event that any provision is found to be defective and unenforceable for whatever reason, the provision be severed from the remaining provisions and that the validity of the remaining provisions will continue to be of full force and effect.

ELECTRONIC STATEMENTS

32. BANK STATEMENTS

32.1 Transactions and fees are reflected on the member's account statement. You have 30 (thirty) days from the date of statement (or the date of the transaction), whichever occurs first, within which to dispute any transaction or fee appearing on your statement. If you do not dispute any transaction or fee appearing on your statement within the specified 30 (thirty) day period, we can assume it is correct. We will not be held liable for any loss or damage you suffer as a result of the unauthorised use of, disclosure of your statements if you do not receive your statements.

33. CONSENT TO E-STATEMENT DELIVERY METHOD

33.1 By acceptance of e-Statements, you authorise MediCo to deliver electronically account to you. Thereafter MediCo will not send statements in paper format. When the member enrolls for this service, existing and new accounts opened will automatically be enrolled in this service.

34. DELIVERY OF E-STATEMENT

34.1 The member is responsible for the appropriate communication lines, connectivity, hardware and software specified by MediCo from time to time to ensure receipt of e-Statements. The electronic statements will be delivered to the members nominated email address as specified in the enrollment form. Should MediCo encounter a problem delivering your e-Statement (e.g. mailbox full) thus deemed undeliverable, MediCo reserves the right to cease the delivery of e-Statements.

35. CHANGE OF E-MAIL ADDRESS

35.1 The member understands, that should there be changes to email address information, MediCo will be adequately informed in writing of such changes. MediCo will not be held responsible for non-delivery of e-Statements, where invalid email address information has been supplied by the member or for any other reason whatsoever.

36. DELIVERY OF FINANCIAL INSTRUMENTS AND RECEIPTS

36.1 By consenting to e-Statements the member accepts non-delivery of financial instruments and receipts. Original/copy of financial instruments will be stored by MediCo and the member may request items from MediCo. MediCo cannot guarantee that each original item requested by the member will be retrievable.

37. FEES OF E-STATEMENT

37.1 There are no fees charged for electronic delivery of your e-Statements. MediCo reserves the right to introduce an amended fee structure at any time by providing 30 (thirty) days' notice of these changes to the member.

38. TERMINATION OF E-STATEMENTS

38.1 Members have the right to terminate method of receiving electronic statements at any time. To discontinue receiving your account statements electronically, MediCo requires written instructions to change statement delivery method.

39. INDEMNITY OF E-STATEMENTS

39.1 The member has requested receipt of e-Statements based on the electronic structures of the member, MediCo and third parties, which compel the electronic transfer of confidential data. The member indemnifies MediCo against claims and holds it harmless from all demands, damage and losses resulting from interception, miscommunication, non-delivery, delays, fraud and loss of data, or arising from risks associated in transmitting e-Statements. MediCo is indemnified from loss, damage or theft to member's data, equipment and from an unlawful access or security breach to the member's data (including without limitation the account information, transactions, balances, passwords and any other information accessible) MediCo is indemnified from any use, possession of any software used to acquire e-statements as a service which include without limitation browser software, operating systems, 3rd party software, connectivity software or any other program or software tools.