

# MAERUA MALL GIFT CARD Ts & Cs



## CARD CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

In this agreement:

- 1.1. "the Account" means the prepaid wallet account to which the Card relates and which is designated by the applicant for the posting of his Card transactions;
- 1.2. "the Account Holder" means the person whose account is to be debited in respect of the Card transactions;
- 1.3. "ATM" means an automated teller machine;
- 1.4. "Bank ATM" means a Bank Windhoek Automated Teller Machine;
- 1.5. "the Bank" means Bank Windhoek Limited, Registration Number 079/81;
- 1.6. "Card" means a Bank Windhoek Visa Gift Card issued by Maerua Mall;
- 1.7. "Card transactions" means the value of the goods and services purchased by means of the Card;
- 1.8. "Goods and Services" means goods and services supplied/rendered by a Merchant, which includes but is not limited to retail services, fuel, lubricants and/or spares;
- 1.9. "Merchant" means a merchant recognised by the Bank to have an internationally recognised merchant category code as set by international card associations.
- 1.10. "Principal Card Holder" means the person to whom a Card has been issued and/or person who enjoy usage of the Card
- 1.11. "PIN" means the Personal Identification Number issued by the Bank to the Card Holder for use with the Card;
- 1.12. "POS" means the point of sale of any authorised merchant or establishment equipped with a terminal to accept Cards and Card transactions;
- 1.13. "Contactless Payment" means a payment transaction that may or may not require a PIN, made below the contactless transaction limit, where the contactless-enabled card is placed against a compatible Payment Device or within close proximity of the Contactless Payment Device;
- 1.14. "Contactless Payment Device" means a point-of-sale (POS) device that is enabled to perform Contactless Payments;
- 1.15. "Transaction Limits" means daily and monthly POS transaction limits for both Card Transactions and Contactless Payments, as communicated to you from time to time.
- 1.16. Maerua Mall means Maerua Mall (Pty) Ltd – please include contact detail (physical address and tel #) where they can be reached
- 1.17. the clause headings are inserted for convenience only and shall not affect the interpretation of the agreement;
- 1.18. the singular includes the plural;
- 1.19. any gender includes the other genders;
- 1.20. "Contactless Payment" means a payment transaction that may or may not require a PIN, made below the contactless transaction limit, where the contactless-enabled card is placed against a compatible Payment Device or within close proximity of the Contactless Payment Device;
- 1.21. "Contactless Payment Device" means a point-of-sale (POS) device that is enabled to perform Contactless Payments;

### 2. PURPOSE OF THE MAERUA MALL BANK WINDHOEK VISA GIFT CARD

The Cards must be linked to a Maerua Mall Gift Card wallet account.

The Card enables the Card Holder to:

- 2.1 Pay electronically for goods and services locally in Namibia
- 2.2 Obtain through a Bank Windhoek ATM an account balance and mini statement of the latest transactions thereon;
- 2.3 Change his PIN at any Bank Windhoek ATM.

The Card does not enable the Card Holder to withdraw money from an ATM.

### 3. ISSUE OF CARDS AND SECONDARY CARDS

- 3.1. Maerua Mall shall issue the Card to the applicant Card Holder whose application has been accepted.
- 3.2. In the event that the Account earmarked for Card transactions is operated on by multiple Card Holders, the Account Holder consents to the use of the Cards by the designated Card Holders and the eventual debits to the Account resulting from such use.

### 4. PERSONAL IDENTIFICATION NUMBER (PIN)

- 4.1. The Bank is authorised to debit the Account Holder's Account with all amounts conducted by means of the Card and PIN.
- 4.2. The Card Holder shall take all precautions possible to prevent the PIN from becoming known to any unauthorised person. Should the PIN, for any reason, become known to any unauthorised person the Account Holder and/or Card Holder shall immediately advise Maerua Mall, or the Bank of such fact. Maerua Mall or the Bank shall, on instructions of the client confirm the cancellation of the card. The Account Holder will have to apply for a replacement Gift Card with Maerua Mall.
- 4.3. The Account Holder shall nevertheless be liable to the Bank for any transaction effected by the use of the Card until the receipt of such "card cancellation" mentioned in 4.2.

### 5. USE OF THE CARD

- 5.1. The Card Holder shall:
  - 5.1.1. only use the Card, which is valid solely for the period specified thereon;
  - 5.1.2. observe the limit applicable to the Account as notified by Maerua Mall and/or the Bank from time to time;

- 5.1.3. exercise all necessary precautions against loss or theft of the Card or disclosure of the PIN ensuring that any record of the PIN is kept separate from the Card;
- 5.1.4. immediately, on loss or theft of the Card or disclosure of the PIN notify Maerua Mall and/or the Bank.
- 5.2. Maerua Mall and/or the Bank incurs no liability to the Card Holder if any merchant declines or fails to honour the Card or if there is a dispute as to the nature, quality or quantity of any goods or services acquired from the merchant, it being acknowledged that no merchant is an agent of Maerua Mall and/or the Bank. In regard hereto it is agreed that:
- 5.2.1. disputes arising from the supply of such goods and services shall be settled directly with the merchant without Maerua Mall and/or the Bank being constituted a party thereto;
- 5.2.2. the Account Holder shall consequently not be relieved of his obligations to the Bank in respect of the underlying Card transactions;
- 5.2.3. no claim by the Card Holder against any merchant may be the subject of or any cause for set-off or counterclaim against Maerua Mall and/or the Bank;
- 5.2.4. any refund by a merchant to the Card Holder will be credited to the Card Holder's Account on receipt by the Bank of a properly issued refund voucher from the merchant.
- 5.3. The Card Holder undertakes not to use the Card unless there are sufficient funds standing to the credit of the Account to meet the payment of any Card transactions generated by means of the Card.
- 5.4. The fraudulent, incorrect or illegal use of the Card by the Card Holder, the Account Holder or any other party, shall not relieve the Account Holder of his liability to the Bank in respect thereof.
- 5.5. In addition to any other transactions generated by any other means, detailed information of all Card transactions entered into by use of the Card and/or PIN, will be shown on the Card Holder's and/or Account Holder's statements in respect of his Account.
- 5.6. The Card Holder must not use the card for any illegal transactions, including the purchase of any goods and services prohibited by law in Namibia. It is the card holder's responsibility to determine the legality of any transaction before using the card.
- 5.7. The use and operation of the card shall be subject to such arrangements as the Bank may have with the Electronic Clearing House, Namclear (Pty) Limited.
- 5.8. The Card Holder has the right to dispute a Card Transaction, but not necessarily a Contactless Transaction performed without a PIN. If we are unsuccessful with the chargeback request, you will remain liable for the amount owing on your Facility. An unsuccessful dispute does not limit your right to claim directly from the Merchant.

## **6. AMENDMENT TO WITHDRAWAL AND PURCHASE LIMITS**

- 6.1. The transactions performed with the Card are linked to the Account and shall be subject to daily/transaction limits for POS Purchases
- 6.2. The Account Holder may request the Bank to amend the Daily/transaction ATM Withdrawal Limit and/or POS Purchase Limit.
- 6.3. The Account Holder understands that this amendment is done at the Account Holder's request and that the Account Holder shall not hold Maerua Mall and/or the Bank liable for any losses that may arise from this request.
- 6.4. The Account Holder hereby indemnifies and holds Maerua Mall and/or the Bank harmless against any claims, demands, proceedings, losses and damages (including indirect and consequential) incurred, suffered as result of any transactions above the default limit that may arise as a result of fraudulent card transactions.
- 6.5. The Account Holder irrevocably undertakes and warrants that he/she/it will not make any demand or institute any action/claim against the Bank should he/she/it incur any damage or loss as result of the limit(s) on the above mentioned card.

## **7. LOSS, THEFT OR UNAUTHORISED USE OF CARD**

- 7.1. Should the Card be lost or stolen the Card Holder undertakes to report, telephonically and in writing, such loss, theft or unauthorised use to Maerua Mall and/or the Bank, furnishing the Card Holder's customer account number and Card number (if available).
- 7.2. All telephonic instructions are confirmed with a reference number and must be recorded by the cardholder for evidential purposes. A verbal or telephonic report of loss, theft or unauthorised use shall be of no force and effect unless confirmed in writing by the Card Holder within 48 hours.
- 7.3. The Card Holder shall take all reasonable precautions possible to prevent the Card from being lost, stolen or falling into the possession of any unauthorised person.
- 7.4. The Account Holder and Card Holder shall remain jointly and severally liable to the Bank for any transaction effected by the use of the Card, and such Card transactions shall be deemed to have been effected by the Card Holder himself.
- 7.5. Claims in respect of disputed transactions that took place more than 60 days before the date of receipt of the written confirmation in terms
- 7.2 above, will not be considered by the Bank.

## **8. FEES**

- 8.1. All Card transactions debited to the Account arising from this agreement, will be subject to the standard chargeable levies in respect of such fees as service fees and tax levies on the Account.
- 8.2. The Bank shall further be entitled to collect from the Card Holder a Monthly Card fee as determined from time to time by the Bank and to debit this fee against the Account.
- 8.3. Fees and charges applicable to the Maerua Mall Gift Card are the following:
- 8.3.1. Monthly Card Fee
- 8.3.2. Card Replacement fee
- 8.3.3. ATM Mini statement fee
- 8.4. In the event that a Card Holder authorises Maerua Mall and/or the Bank to issue or replace any Card and/or PIN to him, such authorisation shall entitle Maerua Mall and/or the Bank to debit the cost of such re-issue of any Card and/or PIN to him, against the Account.

## **9. CONTACTLESS TRANSACTIONS**

- 9.1. Your Card will be enabled to make Contactless Transactions with a PIN.
- 9.2. It is your sole responsibility to safeguard your card against un-authorised usage. Should you become aware of un-authorised use, you are obliged to notify Maerua Mall and/or the Bank. The Account Holder shall nevertheless be liable to the Bank for any transaction effected by the use of the Card until the receipt of such card cancellation request as provided for in clause 7.
- 9.3. Contactless transactions are available at POS terminals enabled to support Contactless transactions.

## **10. DURATION, VALIDITY, RENEWAL AND TERMINATION OF THE CARD**

- 10.1. The Card shall at all times remain the property of the Bank and the Bank may, in its discretion, terminate its validity at any time or refuse to renew it on expiry and demand the return thereof, in which event the Card Holder undertakes to return the Card to Maerua Mall. Termination of the Card shall be at the Bank's discretion and subject in the Bank's opinion to reasonable notice.
- 10.2. The Card Holder shall be liable to prosecution in the event that he continues to make use of the Card after such demand by the Bank.
- 10.3. On the closing of the account on which the Card is operated, it shall be the duty of the Card Holder to return the Card immediately to

Maerua Mall.

- 10.4. In the event of the death or sequestration of the Principal Card Holder, or the breach by him of any of the conditions of this agreement for the time being in force, the Bank may, in addition to other remedies it may have, take such steps as are necessary to stop any operation by means of the Card and to withdraw the Card.
- 10.5. The issue of a Card, the extent of services accessible thereby as well as the limitation or termination of the use of a Card will at all time be in the discretion of the Bank. The Bank may exercise this right of limitation or termination without notice to the Card Holder.
- 10.6. If the Card is, in terms of the provisions of this clause, so cancelled or revoked by the Bank; or the Card Holder commits a breach of any condition herein; or the Bank calls for surrender of the Card; or when the expiry date of the Card is reached, the Card Holder shall immediately terminate the use of the Card. The Bank shall be entitled to give notice of the cancellation of the Card to any merchant or anyone else as it may deem fit, and the Card Holder shall have no cause of action or remedy in respect of such notification.
- 10.7. The Card Holder may terminate this agreement at any time by surrendering all Cards to Maerua Mall.
- 10.8. Any termination in terms hereof shall not affect the Card Holder's liability to the Bank in respect of any use of the Card.

## 11. MODIFICATIONS TO AGREEMENT

- 11.1. The Bank may, in its discretion, amend any of these Conditions, in which event:
  - 11.1.1. such amendment shall not constitute a novation of the whole agreement;
  - 11.1.2. any such amendment shall be effective and binding on the Card Holder 10 days after the dispatch of written notice of amendment unless the Card Holder, within such period, terminates the agreement.
- 11.2. Any relaxation or indulgence or extension of time granted by the Bank to the Card Holder shall not constitute or be deemed to be a novation or waiver of any of the Bank's rights against the Card Holder in terms of these conditions.

## 12. SANCTIONS AND JURISDICTION

- 12.1. The Card may not be used for any unlawful purpose, including the purchase of goods or services, prohibited by any law enforceable in Namibia and or any other country. The improper or fraudulent or unlawful use of the Card shall expose the Card Holder to the withdrawal of his Card and shall render him liable to prosecution.
- 12.2. Should the Bank exercise its rights against the Card Holder and/or Account Holder in respect of any breach of the Card Holder's and/or Account Holder's obligations hereunder, they undertake, jointly and severally, to pay all expenses incurred by the Bank, including all legal charges (on attorney and client scale), collection charges and tracing fees. The Card Holder and/or Account Holder authorise the Bank to debit the Account with all such costs incurred.
- 12.3. The Account Holder and/or Card Holder, jointly and severally, agree to the jurisdiction of the Magistrates Court in respect of any matter relating to the conduct of the Account, for any action that may arise from the use of the Card and/or PIN, or arising from this agreement, notwithstanding that the amount in issue may exceed the jurisdiction of such court. The Bank shall, in its discretion, be entitled to institute any such proceedings in the High Court of Namibia.

## 13. DISCLOSURE OF INFORMATION

- 13.1. The Bank shall be entitled, should it be deemed necessary, to pass on any information to any other commercial bank, financial institution, merchant, credit bureau, police officer or any other person, information pertaining to the Card Holder in the event of improper or fraudulent use of the Card by him, or in order to facilitate the recovery of same in the event of theft, loss or suspected theft or loss of the Card, and the Card Holder hereby expressly authorises such disclosure.

## 14. GOVERNING LAW AND JURISDICTION

- 14.1. This Agreement shall in all respects be governed and construed in accordance with the laws of the Republic of Namibia.
- 14.2. The Parties hereby agree, in terms of section 45 of the Magistrate Court Act, Act 32 of 1944, as amended, in respect of any legal proceedings relating to this Agreement, to the jurisdiction of the Magistrates Court having jurisdiction in respect of them in terms of section 28(1) of the said Act; provided that the Bank shall in its discretion be entitled to institute any such legal proceedings in the High Court of Namibia where such court has jurisdiction.

## 15. INDULGENCE

No extension of time, relaxation or allowance granted by the Bank to the Card Holder shall derogate from any of the Bank's rights in connection with this Agreement.

## 16. ACKNOWLEDGMENT AND DECLARATION

- 16.1. The Bank offers the you 5 (Five) working days to read, understand and negotiate, if applicable, the terms and conditions of the Agreement and become acquainted with the terms and conditions of the Agreement before concluding the Agreement; and
- 16.2. by signing this Agreement, you acknowledge that:
- 16.3. The terms and conditions of the Agreement were explained to you in plain English or if the Borrower is not proficient in the English language, the Agreement was explained to you by an interpreter provided by yourself; and
- 16.4. the terms and conditions of the Agreement have been negotiated, if applicable; and
- 16.5. the Bank offered you at least 5 (Five) working days to read and understand the Agreement; and
- 16.6. you immediately require the service or product, and hereby waives the 5 (Five) working days requirement and requests the Bank to immediately provide the service or product and is irrevocably bound to the terms of the Agreement.



**Bank Windhoek**  
a member of Capricorn Group



**maerua mall**  
BE PART OF THE FAMILY