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GENERAL TERMS

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To comply with the Consumer Protection Act, 2008 (the “CPA”), certain portions have been written in bold to draw your attention to such provisions.

These provisions:

- **limit in some way Our risk of liability or any other person;**
- **is an assumption of risk or liability by You;**
- **impose an obligation on You to indemnify Us or any other person; or**
- **is an acknowledgement of a fact by You.**

You are required to ensure that before using the Services, You have an adequate opportunity to read and understand the implications of the terms in bold.

By using the Services, You agree to these terms, and it will be deemed that You understand their implications and that the terms were written in plain and understandable language that You understand.

Who we are

We are a private company incorporated under the laws of the Republic of South Africa as Sava Technologies (Pty) Ltd, registration number 2022/301994/07. We refer to ourselves as “We”, “Us”, “Our”, and “Sava” in the documents governing Our contractual relationship.

When We refer to “You” or “Your”, We mean the person or entity with which We conclude a contractual relationship.

Changes to these terms

We can change these terms at any time.

We will notify You by email about any important changes to these terms and the date such changes will apply.

Unless You dispute the changes before the date they apply, You will be deemed to have agreed to them.

Our Services

When You use Our Services, You agree to the General Terms and App & Website Terms.

What needs to happen before You can use the Services?

Use of any of Our Services is subject to an approval procedure and creating a Organisation Account on the App does not mean that You are approved for any of Our Services.

We can decide to approve Your Organisation Account subject to You providing certain information and documents to Us.

If You do not provide the required information within the required time, We can decide to disapprove Your Organisation Account and We will not be obligated to provide any Services to You.

We can also disapprove Your Organisation Account if the information provided is, in Our view, unsatisfactory or if You do not meet Our acceptance criteria.

Information that We require

During the process of creating an Organisation Account, We may require certain information from You to assess Your organisation and comply with Our legal requirements.

You must provide information that is true, accurate and complete.

If we require any documents from You, the documents must be in form and substance acceptable to Us.

We may also, from time to time, require You to provide updated information and documents in order for Us to comply with Our legal requirements.

If You do not provide any required information or documents to Us as requested, there will be no obligation on Us to provide any Services to You.

Security procedures that You must follow

We may communicate security procedures to You to keep Your Organisation Account safe.

We are not liable for any loss You sustain due to Your failure to implement the communicated security procedures.

Who can have access to Your Organisation's Account

You can link one or more users to Your Organisation Account.

We are not responsible for ensuring that these Users have the required authority to act on Your behalf.

You are responsible for anything the linked Users do while using the Services, and We do not take any responsibility for their actions.

Banking account and Corporate Card

We are an authorised distribution partner of Access Bank South Africa Limited with registration number 1947/025414/06 ("Access Bank"), an authorised financial services provider (FSP 5865).

When using Our Services, You also agree to the Access Bank Terms and Conditions.

If the Access Bank Terms and Conditions conflict with these terms, the Access Bank Terms and Conditions will apply.

When using the App, You can:

- Obtain information relating to Your accounts;
- Transferring funds to and from Your accounts;
- View and print statements, including transfer history, balance enquiry and interim statements;
- Pay third-party accounts ("once-off" payments);
- Make inter-bank account transfers;
- Make defined beneficiary payments;
- Scheduled payments and transfers; and
- Manage beneficiaries.

We may add further services and functionality to the Services. However, despite any promotional or marketing communication, We are not obligated to do so.

We can modify, replace or withdraw any service at any time, for any reason, without prior notice to You.

Debiting of Your Account

You hereby expressly consent and authorise SAVA and any of our duly authorised agents and partners to debit your Account for the purpose of repaying any outstanding amounts to Us as and when due.

Using Your Account

You can only use Your Account through Our App or by making use of a Corporate Card linked to Your Account.

We will not carry out payment instructions if there is no available balance or insufficient funds in Your Account. If We carry out a payment instruction and there is no available balance or insufficient funds in Your Account, You must immediately repay the unauthorised overdrawn amount to Us.

Corporate Cards

You can use Corporate Cards for the following:

- Withdraw cash from an ATM and selected point of sale (POS) devices;
- Get an account balance at an ATM or a selected POS device;
- To pay for goods and services from third parties who accept the card;
- To pay for goods and services purchased on the internet;
- To pay for subscriptions and membership fees using repeat payments (it is Your responsibility to inform the merchant/service provider if the card number or expiry date changes);
- Purchase fuel at retailers that accept cards.

The Corporate Card is private, and You are responsible for keeping it private.

We are not liable for any loss You sustain due to Your failure to keep Your PIN safe.

Only the person named as the authorised cardholder may use the Corporate Card. The authorised cardholder may not transfer the Corporate Card to any other person or allow any other person to use the Corporate Card.

If an authorised cardholder loses their card, certain fees for a new card will apply as per Our Pricing Guide.

The Corporate Card is valid until the last day of the month of the expiry date shown on the Corporate Card as the valid date.

Fees

The fees for using the Account and the Corporate Cards are per Our Pricing Guide. If You don't pay your fees, We reserve the right to suspend Your Account.

Disputes

If there is a dispute between You and a third party relating to a payment, Our right to charge Your account will not be affected. You do not have the right to instruct Us to refuse to pay the third-party or request a charge-back of payment already made to the third party.

Any payment that We have made to a third party is final and irreversible unless:

- Allowed by the payment provider;
- There was a duplication in payment due to an error by the third party; or
- You can provide proof that the dispute with the third party is settled.

You will be responsible for:

- All unauthorised card-based transactions until We are notified of the loss or theft of the card;
- Any unauthorised transaction that has been charged to Your Account by any person other than the cardholder using the PIN (unless the cardholder can prove that such person did not obtain the PIN because of the cardholder's negligence); and

- Any unauthorised transaction charged to Your Account by anyone other than the cardholder using the card for transactions made on the internet (unless the cardholder can prove that such person did not obtain the card or card number because of the cardholder's negligence).

Card related disputes

You must raise any card-related disputes within 30 (thirty) days after the transaction date.

Statements

We will send You periodic statements in electronic form from time to time.

You must report any mistakes in Your statement to Us within 30 days of the statement date.

If You do not report a mistake within the provided time, the entries and transactions shown on the statement will be deemed correct and will not be responsible for any loss You suffer because You didn't report mistakes or unauthorised transactions on time.

Termination of Your Account

We can terminate Your Account if:

- We are unable to comply with Our FICA requirements,
- You are in breach of any contract concluded with Us;
- You provide untrue, inaccurate, or incomplete information; or
- We suspect any illegal or prohibited conduct by You.

If We terminate Your Account, You indemnify Us and Our Affiliates from all claims from any third party due to the termination of Your Account with Us.

Our fees

We may change Our fees from time to time without notice to You.

We will publish Our latest fees and the applicable effective dates on Our Website from time to time.

Unless We say otherwise, all fees are non-refundable.

Certifications of amounts due

If We need to take legal action against You, one of Our managers (who do not need to prove their appointment) will produce a certificate, which shows the amount You owe Us.

If You don't agree with this certificate, You will have to prove that it is wrong.

Termination

We may terminate any contract between us, in whole, but not in part, in the event of a change in the regulatory environment applicable to SAVA and its Affiliates has a materially adverse effect on Our ability to fulfil Our obligations under such a contract.

We may also terminate any contract between us if, for any reason, You are unable to pay Your debts as they become due or if You are found guilty of corrupt activities under applicable laws.

Publicity

You give Us consent to publish your name and logo for marketing purposes.

Alternative dispute resolution

If a dispute arises between us, the dispute must first be referred to mediation under the AFSA Mediation Rules.

If the mediation is unsuccessful, we must proceed with arbitration proceedings under the AFSA Expedited Arbitration Rules.

If the dispute is of an accounting nature, the parties agree to the appointment of an independent accountant of no less than 10 years experience to act as mediator or arbitrator should mediation fail.

If the dispute is of a legal nature, the parties agree to the appointment of an independent practising attorney or advocate with no less than 10 years experience to act as mediator or arbitrator should mediation fail.

The mediation and, if necessary, the arbitration proceedings will be held in Johannesburg.

Any decision of the appointed arbitrator is final and binding on the Parties, subject to the right of appeal. Despite this alternative dispute resolution clause, We may obtain interim relief on an urgent basis from any competent Court having jurisdiction.

Enforcement costs

If You are in default of Your obligations towards Us, You must pay all costs and expenses (including legal fees on an attorney and own client scale) incurred by Us to enforce or preserve Our rights.

The laws that govern our relationship

Our relationship is governed by and must be interpreted according to the laws of the Republic of South Africa.

Assignment of rights and obligations

We may assign, subcontract, or transfer any right or obligation under an agreement concluded with You without Your prior written approval.

You may not assign, subcontract, or transfer any right or obligation under an agreement concluded with You without Our prior written approval.

Failure to exercise Our rights

Our failure to exercise or enforce any right or provision does not constitute a waiver of such right or provision.

Severability

If a provision of a contractual relationship with You is unenforceable, the enforceability of the remaining provisions will not be affected.

Continuing effectiveness of certain provisions

The termination of any contractual relationship with You will not affect provisions that provide that they will operate after such termination.