



## Employer Application Form

Known as one of the industry's smartest healthcare savings solutions, the **Agility** Healthcard is a pre-funded Mastercard that allows employees to take full control of their healthcare expenses. It's only valid at medical service providers and is the ideal tool to safeguard against unplanned medical expenses.

### Important notes

#### FICA requirements for Agility Healthcard:

- Certified copy of ID document
- As a group application the Employer may provide the following documents:
  - Employee's proof of address
  - Certified copy of employee's ID document
  - Signed Terms and Conditions
  - If non-SA national employee - please provide a copy of working permit

## EMPLOYER DETAILS

Employer Name																																			
Contact Person																																			
Registration Number																																			
E-mail																																			
Telephone									Cell																										
Fax																																			
Physical address													Postal address																						
													Code																		Code				

## BANKING DETAILS

Name of bank													Branch name											
Account type													Branch code											
Account holder																								
Account number													Date of inception	D	D	M	M	Y	Y	Y	Y			
Monthly debit order for Agility Healthcard									Date of debit order	D	D	M	M	Y	Y	Y	Y							

I / We hereby request and authorize you to draw against my/our account with the above-mentioned bank (or any other bank or branch to which I/we may transfer my / our account) or any variable amount pertaining to this agreement

I / We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I / we also understand that details of each withdrawal will be printed on my bank statement and indicated the abbreviated name Agility, including my policy number as a reference which would enable me to identify the Agreement. I / we agree to pay any banking charges relating to this debit order instruction.

Mandate: I / We acknowledge that all payment instructions issued by you shall be treated by my / our above-mentioned Bank as if the instructions have been issued by me / us personally.

Cancellation: I / We agree that this Authority and Mandate will continue until it is terminated by me / us by giving you notice in writing of not less than 1 month. I / We acknowledge that cancellation of this Authority and Mandate will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

Assignment: I / We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Authorised Name

Authorised Signatory

Date:

Financial Advisor

Brokerage

## TERMS & CONDITIONS

Your use of the **Agility Healthcard**, issued by Standard Bank, is subject to the following terms and conditions. Your use of the card constitutes an agreement between you (the cardholder) and us (PrePayCentral and Standard Bank), and it indicates that you understand and agree to comply with these terms and conditions. You acknowledge that no representative of Standard Bank or PrePayCentral has offered you any financial advice, nor have they influenced you in any way. Standard Bank subscribes to the Code of Banking Practice which is available from [www.banking.org.za](http://www.banking.org.za).

**AS SOON AS YOU RECEIVE YOUR CARD, YOU MUST SIGN IT ON THE BACK USING PERMANENT INK TO ENSURE THAT NO OTHER INDIVIDUAL CAN USE YOUR CARD AND TO SHOW THAT YOU ACCEPT THESE TERMS AND CONDITIONS.**

**SHOULD YOU HAVE ANY QUERIES, PLEASE CONTACT THE AGILITY HEALTHCARD CALL CENTRE ON 011 796 6464.**

### 1. DEFINED TERMS

- 1.1 **Association:** Mastercard, and any other entity, through which the payment infrastructure required for processing transactions is accessed and/or by which the payment infrastructure required for processing transactions, is governed.
- 1.2 **Association Rules:** The rules and regulations published by the Association, as amended by the Association.
- 1.3 **ATM:** An Automatic Teller Machine that has electronic capabilities, accepts PINs and dispenses cash.
- 1.4 **Bank:** A branch of ABSA Bank.
- 1.5 **Standard Bank:** Standard Bank Limited (Registration No.1962/000738/06), a bank registered under the Banks Act, 1990.
- 1.6 **Card:** The *Agility Healthcard*.
- 1.7 **Card account:** The national card account opened by PrePayCentral in respect of the cardholder for the purpose of allocating cardholder payments.
- 1.8 **Cardholder:** The person who has been granted a card account.
- 1.9 **Cardholder prepayment(s):** The amounts paid by the cardholder or its nominee into the card account.
- 1.10 **Cell-phone:** Any Global System for Mobile Communications (GSM) enabled terminal capable of connecting to a GSM mobile network.
- 1.11 **Card reference number:** The 8 digit card reference number displayed on the reverse side of the card which must be used during the activation process and when making deposits.
- 1.12 **PrePayCentral:** PrePayCentral (Proprietary) Limited (Registration No. 2016/169366/07).
- 1.13 **PrePayCentral group:** PrePayCentral, any subsidiary of PrePayCentral's holding company and/or any subsidiary of PrePayCentral's holding company.
- 1.14 **FICA:** The Financial Intelligence Centre Act 38 of 2001.
- 1.15 **Merchant:** Any retailer, shop or any other entity that contracts with any Association member to accept cards and originate card transactions.
- 1.16 **Merchant transaction:** A transaction entered into between you and a merchant.
- 1.17 **POS:** A Point Of Sale terminal at a merchant.
- 1.18 **Prepaid value:** An amount equal to the amount that the cardholder or anyone else has paid into the card account.
- 1.19 **Transaction:**
  - 1.19.1 The payment for goods and/or services at POS at merchants in South Africa who accept Mastercard cards
  - 1.19.2 Any other transactions, conducted by the cardholder using the card
- 1.20 **Mastercard:** Mastercard Inc. (and all its subsidiaries and affiliates) or its successors and assigns.
- 1.21 **We or Us:** PrePayCentral and/or Standard Bank, and/or, if appropriate, any member of the PrePayCentral group.
- 1.22 **Website:** [www.agilityrewards.co.za](http://www.agilityrewards.co.za)
- 1.23 **You or Your:** The cardholder.

### 2. YOUR CARD

- 2.1 Standard Bank will always remain the owner of the card.

### 3. USING YOUR CARD

- 3.1 Only you may use your card. You may not allow anyone else to use it.
- 3.2 The card has an expiry date that is valid until the last day of the month shown on the card unless the card account is closed or the card is revoked under clause below before that date.
- 3.3 To activate your card, send a copy of your ID and proof of residence to [info@healthcard](mailto:info@healthcard) or call the *Agility Healthcard* call centre on 011 796 6464. An *Agility Healthcard* representative will verify your details and activate your card.
- 3.4 The total Rand amount of purchases will be deducted from the card account.
- 3.5 Contributions may be made to the *Agility Healthcard* by EFT or debit order
- 3.6 When you make a deposit into your card account, PrePayCentral acts as your agent and, except insofar as there may be a right of recovery against PrePayCentral in law, all risks relating to the administration of the funds and the responsibility to ensure that PrePayCentral executes your instructions are yours.

- 3.7 You may not use the card for any illegal transactions including online gambling or similar transactions. You may not use your card for foreign exchange purchases nor may you use your card outside the Republic of South Africa. It is your responsibility to determine whether a transaction is lawful before you use the card. We will not be liable if a merchant refuses to accept or honour your card. We are obliged to report all illegal transactions to the relevant authorities.
- 3.8 We may suspend your card or terminate use of the card immediately if you violate any of these terms and conditions. In addition, should any regulatory authority request us to cancel the card, the card will be cancelled. Should this occur, we cannot be held liable in any way.
- 3.9 You agree that merchants are responsible for merchant transactions and that they are independent of us. We will not be liable if you have a complaint about goods or services paid for with your card. Complaints should be taken up with the merchant concerned.
- 3.10 Your monthly POS transaction limit is R25 000 (five thousand Rand).
- 3.11 Your maximum card balance may not exceed R25 000 (twenty five thousand Rand).
- 3.12 You must comply with all relevant legislation at all times, including legislation applicable to combating money laundering and we have a duty to report suspicions of money laundering using the card.

### 4. UNAUTHORISED USE OF YOUR CARD

- 4.1 Notify the *Agility Healthcard* call centre immediately if you realise your card is lost, you are responsible for the safety of your *Agility Healthcard*. We will stop the card soon after being notified. **Please acknowledge that, due to system delays, we may not be able to stop the card immediately.**
- 4.2 **You will be responsible for all payments made with the card before the card was stopped in terms of clause 4.1.**
- 4.3 You indemnify us against any damages, loss or liability that we may suffer as a result of any unauthorised access and/or use of your card.
- 4.4 You may dispute that any purchase debited from the card account was authorised by you. We will investigate any dispute after we receive a sworn statement from you to the effect that you did not authorise the transaction. **We will not be obliged to reverse the disputed transaction until we have completed our investigation. Should we conclude that the transaction was authorised by you, we shall not reverse the disputed transaction.**

### 5. MALFUNCTION OF ELECTRONIC FACILITIES

- 5.1 **We will not be responsible for any loss arising from any failure, malfunction or delay in any POS device or any supporting or shared networks resulting from circumstances beyond our reasonable control.**

### 6. AUTHORITY TO DEBIT YOUR ACCOUNT

- 6.1 Any purchases you make using the card will be debited from the card account, whether or not the slips or vouchers are signed.
- 6.2 The merchant (and not us), will be liable if a transaction is not authorised.
- 6.3 Unless a reversal or chargeback is authorised under the relevant.

### Association Rules:

- 6.3.1 We are unable to reverse or chargeback any payment.
- 6.3.2 Any dispute with a merchant regarding a reversal or chargeback should be resolved between you and that merchant.
- 6.3.3 All payments made by us to a merchant for any transaction are final and irreversible.

### 7. INTEREST AND FEES

- 7.1 We determine the monthly fee payable on the card, charged in advance.
- 7.2 **You will be responsible for the cost of replacing any card.**
- 7.3 **Charges and fees will be debited from your card account. Your account balance must never enter into a debit balance. The account holder must ensure that sufficient funds are available to cover monthly fees charged against the member's account. The account holder is liable for settling any debit balance incurred on the card account.**
- 7.4 A schedule of fees and charges applicable to the card are available from the website.

### 8. STATEMENTS

- 8.1 Monthly automated statements are sent provided we have the correct email

- address. Statements reflecting transaction history of the past 90 (ninety) days and balances are available from the website.
- 8.2 If you wish to request an additional statement with further history, please contact the **Agility Healthcard** call centre. A statement will be emailed to you.
- 9. APPLICABILITY OF ASSOCIATION RULES**
- 9.1 We are subject to the Association Rules which may change from time to time. A copy of the Association Rules will be made available to you on request.
- 10. TERMINATING THIS AGREEMENT**
- 10.1 You may terminate this agreement at any time. You must advise **Agility Healthcard** in writing if you want to close your card account and you must also destroy your card so it cannot be used again by cutting through the magnetic strip and account number. **A card that is not destroyed correctly may still be used and, should this happen, you will be held liable for all transactions.**
- 10.2 We may choose at any time to revoke your card or to close the card account.
- 10.3 If the card account is closed for any reason, we will transfer the remaining credit balance, less any applicable charges, to a bank account selected by you in writing. You will have no claim regarding the card account. However, any claim you may have regarding any credit balance on that card account up to the date of closure of the card account can be claimed from us.
- 10.4 Even if this agreement is terminated, we will be entitled to rely on any rights acquired by us under this agreement before it ended.
- 11. AMENDMENTS TO THESE TERMS AND CONDITIONS**
- 11.1 In our sole discretion and at any time, we may amend these terms and conditions. Any amendment will not be interpreted as creating a new agreement.
- 11.2 It is your responsibility to keep up to date with the latest terms and conditions, which are available on the website.**
- 11.3 The amendments to the terms and conditions will be binding on you and will form part of these terms and conditions, on the earliest, 21 (twenty one) days after they have been updated on the website or your use of the card. Should you not accept the amendments, you are entitled to terminate this agreement in terms of clause above.
- 12. ADDRESSES FOR NOTICES**
- 12.1 The street address supplied to us by you will be regarded as your chosen address where notices may be given and documents in legal proceedings under this agreement may be served on you. **It is your responsibility to ensure that the correct street address has been furnished.** You must immediately notify us in writing if your address or any other relevant information changes.
- 12.2 You should send any legal notice to us at our chosen address:  
PO Box 1555  
Fontainebleau  
2032
- 12.3 You acknowledge that our agreement will be regarded as having been entered in the Republic of South Africa and any breach of this agreement and/or disputes relating to this agreement will be considered as having taken place within the Republic of South Africa.
- 13. FICA**
- 13.1 Standard Bank is regulated under FICA. Under the provisions of FICA, certain balance and transactional limits apply to your account: This product may only be used by South African citizens and South African residents.
- 13.2 You may not have a balance of more than R25 000 (twenty five thousand Rand) on the card and may not make payments of more than R25 000 (twenty five thousand Rand) in a monthly cycle.
- 13.3 We are obliged to suspend the transactional capability of your account if you exceed the limits described. You may not have a balance of more than R25 000 (twenty five thousand Rand) on the card and may not make payments of more than R25 000 (twenty five thousand Rand) in a monthly cycle.
- 14. NO LIABILITY**
- 14.1 You acknowledge and agree that:
- 14.1.1 You have and shall have no rights of any nature to any funds held in any account which is unrelated to you.
- 14.1.2 Despite anything to the contrary contained in these terms and conditions or otherwise, we shall have no liability of any nature and however arising to you.
- 15. CONFIDENTIALITY**
- 15.1 We will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your account or personal information will be disclosed to anyone unless:
- 15.1.1 We are legally compelled to do so
- 15.1.2 It is in the public interest to do so
- 15.1.3 The disclosure is made at your request and with your written consent
- 15.1.4 You give us the necessary permission to store your personal information as provided by yourself to us
- 15.2 In order to process your transactions and to offer you better service, your personal information may be transmitted to a third party who may be in a foreign country. By accepting these terms and conditions you consent to the transfer of your personal information to such a third party.
- 16. GENERAL TERMS AND CONDITIONS**
- 16.1 You may not vary any of these terms and conditions.
- 16.2 South African law governs these terms and conditions.
- 16.3 Any favour or concession we may give you will not affect any of our rights.
- 16.4 We reserve the right to decline your application.
- 16.5 We may check by reference to third parties the correctness of any personal details given to us when activating your card and you consent to us doing so.
- 16.6 We have the right to request any further information or documents that we may legally require.
- 16.7 In the event of any contravention of the provisions of any South African law, you may be deprived of the use of the card.
- 16.8 If we take legal action against you to recover any amount due in terms of these terms and conditions, you will be liable for our costs (including all legal fees, collection commission and tracing fees) on the scale as between attorney and own client.
- 16.9 You agree that we may sue you in the Magistrates Court, even if the claim against you exceeds the jurisdiction of the Magistrates Court. You consent to the jurisdiction of the Johannesburg Magistrates Court, tracing fees on the scale as between attorney and own client.

